

Bonhams



Fine European Ceramics

New Bond Street, London | 4 December 2019



Fine European Ceramics

New Bond Street, London | Wednesday 4 December 2019 at 2pm

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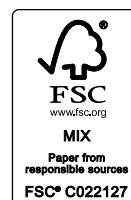
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European Ceramics

London

Sebastian Kuhn
Department Director

Nette Megens
Head of Department

Sophie von der Goltz
Specialist





(reverse)

1

AN URBINO MAIOLICA WET DRUG JAR ATTRIBUTED TO THE FONTANA WORKSHOP, CIRCA 1565-70

With a serpent handle over a grotesque mask, decorated with two putti holding up a label reading *SY·IVVBINI*, above a seated crowned woman holding a sceptre flanked by trees, in a mountainous landscape with rocks and buildings, 23cm high (spout re-stuck)

£6,000 - 8,000

€7,000 - 9,300

US\$7,700 - 10,000

This vessel is part of a series that is now believed to have been made in the workshop of Orazio Fontana for the apothecary of the Santuario di Loreto. A large part of the apothecary is in the Museo del Palazzo Apostolico di Loreto.

Two vases of this type without the drug label, one in the Victoria and Albert museum (inv.no.8969&A-1863) and one formerly in the Spitzer collection, are instead inscribed '*Fatto in Urbino*' (made in Urbino). In T. Wilson/E. Sani, *Le maioliche rinascimentali nelle collezioni della Fondazione Casse di Risparmio di Perugia*, (2006), cat.no 55, the authors point out that the series can be attributed to the Fontana workshop based on stylistic comparison with a vase in the British Museum and a vase sold at auction in London in 1950, both inscribed '*FATE.IN.BOTEGA.DE.ORATIO.FONTANA*' and '*FATTO IN URBINO IN BOTEGA DI ORATIO FONTANA*', pp.166-170. It is plausible that the seated figure represents the city of Florence, though this theory cannot be proven. The decorative scheme recurs on a later series made in Pesaro or Castel Durante around 1574-75, where the crowned figure is sitting beneath a canopy. Both types are illustrated next to one-another in Rudolf E A Drey, *Apothecary Jars* (1978), plates 24a and 24b.

A further albarello is in the Fitzwilliam Museum, illustrated in Julia Poole, *Italian maiolica and incised slipware in the Fitzwilliam Museum* (1995), no.411. She notes that there are some forty known pharmacy vessels, albarelli and ewers, most of which she lists, p.377. There are two further albarelli in the Metropolitan Museum, New York (inv. nos.1975.1.995 and 1975.1.996). A pair of similar wet drug jars was sold at Christie's Paris, *Collection d'un amateur*, 15 May 2003, lot 535, and a double-handled pharmacy jar at Christie's London, 2 November 2016, lot 199.





2

2

A MAIOLICA ISTORIATO PLATE, URBINO OR VENICE, MID 16TH CENTURY

Painted with a scene depicting Vulcan discovering Mars in bed with Venus his wife and about to trap them with a net, watched from the left by the gods from Olympus, titled 'Venere e Marte' in blue on the reverse, the rim edged in ochre and similar bands on the reverse, 23.7cm diam. (haircracks to glaze surface on reverse)

£3,000 - 5,000

€3,500 - 5,800

US\$3,900 - 6,400

Provenance:

The Property of a Gentleman, sold Christie's London, 19 May 1975, lot 150



3

3

A SMALL CASTEL DURANTE MAIOLICA DISH, CIRCA 1540

Painted in the centre with a green-ground portrait of a lady in profile, surrounded by a blue-ground border with trophies and plaques titled SPQR in shades of ochre, the rim edged in yellow, the underside with scrolling motifs in blue, 22cm diam. (restuck through middle)

£600 - 800

€700 - 930

US\$770 - 1,000



4

4
A TUSCAN, MONTELUPO OR CAFAGGILO, MAIOLICA LARGE BOWL WITH THE MEDICI COAT OF ARMS, CIRCA 1540

The inside painted with the Medici coat of arms surrounded by floral and foliate borders, the exterior with further yellow- and blue-ground borders, the foot with blue, white and ochre bands, 32cm diam. (restuck)

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

Provenance:
 Italian Private Collection



5
A DERUTA MAIOLICA TAZZA, PROBABLY THE WORKSHOP OF GIACOMO MANCINI ("IL FRATE"), CIRCA 1540

Decorated in blue and lustre with a scene from the life of St Hieronymus, a lion beside him, in a hilly landscape with Christ on the cross in the background, the reverse with several concentric bands, 26cm diam. (restored)

£5,000 - 7,000
 €5,800 - 8,100
 US\$6,400 - 9,000

Provenance:
 The Howard Neville Collection of Early Works of Art and Textiles, Bonhams Knightsbridge, London, 9 December 2009, lot 26;
 Italian Private Collection



5



6

6

A DUCHY OF URBINO MAIOLICA ISTORIATO FOOTED DISH, CIRCA 1550

Decorated with a scene from the New Testament depicting John the Baptist, 27.5cm diam. (cracked and restored section to the rim)

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900

Provenance:

Anon. sale, Christie's London, 1 October 2013, lot 344;
Italian Private Collection



7

7

AN URBINO MAIOLICA ISTORIATIO DISH, ATTRIBUTED TO THE PATANAZZI WORKSHOP, CIRCA 1560

Painted with a biblical scene of Abraham holding a sword aloft and about to sacrifice his son Isaac, an angel in flight overhead holding on to the blade of the sword, the underside decorated with a sea scene of sea monsters and nereids, 21cm diam. (foot missing, restored chip)

£3,500 - 4,500

€4,100 - 5,200

US\$4,500 - 5,800

Provenance:

Italian Private Collection



8

**A RARE AND EARLY FAENZA MAIOLICA
TONDINO, DATED 1520**

Decorated *in berettino* with scrollwork grotesques around a central polychrome scene of a bearded man facing dexter, holding a scroll of paper with gothic letters, dated '1520' on the reverse between two concentric lines on the bowl, *diam. cm 26* (restored section to the rim)

£8,000 - 12,000

€9,300 - 14,000

US\$10,000 - 15,000

Provenance:

Italian Private Collection

A similar dish with slightly later date and a female portrait is in the collection of the Metropolitan Museum of Art, New York (inv.no. 53.225.80).



(reverse)



9

A RARE URBINO MAIOLICA FIGURE OF THE MADONNA AND CHILD, ATTRIBUTED TO THE PATANAZZI WORKSHOP, SECOND HALF 16TH CENTURY

Painted in shades of ochre, blue and yellow, wearing a dalmatic gown and a crown, the Christ child on her shoulder, his hand making the gesture of a blessing and holding a globe in the other, 45cm high (minor restoration)

£5,000 - 7,000
€5,800 - 8,100
US\$6,400 - 9,000

Provenance:

Collection of Prof. Giancarlo Bojani, former Director of the Museo Internazionale delle Ceramiche, Faenza;
Italian Private Collection

The depiction of the Madonna *in veste dalmatica* (dalmatic clothing) comes from one of the most famous pilgrimage churches in Italy, the Basilica della Santa Casa di Loreto.



10

10
A PAIR OF FAENZA MAIOLICA VASES OR BOMBOLE, CIRCA 1550

Decorated with two central circular portraits of soldiers labeled 'Anibale' and 'Camilo', against a yellow ground and surrounded by bands of Gothic script labels reading 'Eil. De Forbis:' (sic) and 'Eil. Ex Invenzione Nostra', respectively, the horizontally divided naturalistic scrollwork in alternating blue and ochre panels continuing throughout, 19cm high, (both cracked around the centre) (2)

£4,000 - 6,000
 €4,600 - 7,000
 US\$5,100 - 7,700

Provenance:
 Italian Private Collection

For a comparable dated albarello in the Museo di Faenza see: T. Wilson, *Le maioliche rinascimentali nelle collezioni della Fondazione Cassa di Risparmio di Perugia* (2006), cat.no. 31, p.92. Here the author argues that, contrary to previous interpretation of the written date as 1530, the dating should be read as '1550', in keeping with the use of different mixed ground colours which does not occur much earlier. This then dates the current objects and a relatively homogenous group of albarelli and bombole with similar decoration, of which other examples are in the Museo Internazionale della Ceramica di Faenza (published by Ravanelli Guidotti (1998), cat.no.99.).

11
A DERUTA MAIOLICA WET DRUG JAR, CIRCA 1640

Painted in blue and ochre with a scroll label inscribed 'OLIO D CaPPARI' beneath scrolling foliage to the spout, 19.5cm high

£800 - 1,200
 €930 - 1,400
 US\$1,000 - 1,500



11

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12

12

A SMALL CIRCULAR CASTELLI MAIOLICA DISH, 18TH CENTURY

Painted with dancing masked figures in the style of the Commedia dell'Arte in a landscape, the yellow rim edged in black, 16.6cm diam. (chip to underside of rim)

£1,000 - 1,500

€1,200 - 1,700

US\$1,300 - 1,900



13

13

A DOCUMENTARY CASTELLI MAIOLICA SMALL FRAMED OVAL PLAQUE, DATED 1735

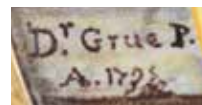
Painted by Francesco Antonio Grue, signed and dated l.l. 'Dr. A. Grue P. 1735', depicting Saint Joseph with a staff surmounted by flowers holding the Christ child, an open book beside him, the heads of two putti in the clouds above, the plaque: 14.5cm high, the frame: 24.5cm high (faint glaze starcrack)

£1,200 - 1,800

€1,400 - 2,100

US\$1,500 - 2,300

The decoration is after the Guido Reni painting "St Joseph with Infant Christ in his Arms", circa 1635, which is now in the collection of the Hermitage Museum, St Petersburg.





14

14
**FOUR CASTELLI-STYLE MAIOLICA ALBARELLI,
 POSSIBLY NAPLES, CIRCA 1760**

Comprising two large albarelli showing a catlike creature 'Gatto Maimone', and a bear 'Orsso' (sic), Kite, 'Nibio Aquatto' and Paduan Cock, 'Galino Padouano', all animals standing in naturalistic surroundings within yellow-edged rectangular borders, all bearing the initials and date 'PB 1760' to the reverse in black script *the two larger albarelli 25cm, the two smaller ones 19cm* (the small albarello depicting the kite broken and restuck, rim chip to the edge of the rim of the albarello with Gatto Maimone) (4)

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

The Gatto Maiomine refers back to an old folk tale from the Cilento, an area just below Salerno. In folk tales the 'Gatto Maimone' or 'cat of crybabies' would come to children that wouldn't go to bed and frighten them.

15
**TWO CASTELLI MAIOLICA PLAQUES WITH
 BIBLICAL SCENES, 18TH CENTURY**

The first depicting Susanna and the Elders, the other the Holy Family, 20.4cm x 26.6cm and 19.2cm x 26.1cm (2)

£1,000 - 1,500
 €1,200 - 1,700
 US\$1,300 - 1,900

Provenance:

Property of the Scarisbrick family, Scarisbrick Hall, Lancashire;
 Bought directly from the family in the 1950s, thence by descent to the present owner



15



16

16
A RARE DUTCH DELFTWARE TRADE PLAQUE, POSSIBLY AMSTERDAM, SECOND QUARTER OF THE 18TH CENTURY

Of lozenge shape, decorated with the interior of a clogmaker, depicting tools and workbenches, a lady spinning at the wheel and two onlookers outside the door, but also a young servant bringing his master a drinking glass, plates and a vase on the shelf next to the boxbed which bears the initials YVJ, the moulded edges and back with marbled decoration, 35.5cm high, old paper label for the dealer Theunissen in The Hague to the reverse, minor typical glaze losses to the edge

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

Another plaque of the same shape depicting the Old Amsterdam Stock Exchange (now in the collection of the Amsterdam Museum) makes an attribution to Amsterdam more likely than Rotterdam, which was also a center of plaque-making in the Netherlands. The plaque was likely made for a guild, the first guild of clog-makers was founded in the Dutch city of Leiden as early as 1429.



17

17
A DUTCH DELFTWARE PLAQUE, CIRCA 1720

Decorated in polychrome colours with an unusual chinoiserie scene of a lady standing on a bridge, holding a vase with flowers and a Dutchman leaning on a table with a centrally placed vase, all under a black rim with bands of stylised flowers, 26.5 cm (scattered typical glaze wear to the rim)

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

The Dutchman could possibly be based on Japanese prints or screens circulating in Europe from the 17th century onwards.

YVj





18

18

**A LARGE DUTCH DELFTWARE PLAQUE,
CIRCA 1740-60**

The shaped oval cartouche with four medallions depicting two men standing beside a large baluster vase, leaning over a table with teawares and a pipe, in conversation with two seated ladies, alternating with two oval medallions of oriental flowers against a floral scrollwork border, the central medallion with a chinoiserie scene after a Chinese Kangxi example of two *long Eliza* figures near a small boy, one holding a rabbit, a man looking out at them from a window, 43cm high (typical minimal chips to the rim)

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,600

For the identical scene on a Delft plaque in the Musée Art et Histoire Bruxelles (formerly the Musée du Cinquantenaire) see F. Hudig, *Delfter Fayence* (1929), plate 205, p.213.

19

**A COLOGNE STONEWARE BELLARMINE
(BARTMANNKRUG), CIRCA 1525-50**

Applied with a bearded mask below the rim, above scrolling branches with leaves and acorns, 15cm high (chips and cracks)

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900

Examples of similar style are in the Kustgewerbemuseum Cologne (illustrated by G. Reineking von Bock, *Steinzeug* (1986), nos. 255-260). Further ones are illustrated in I. Unger, *Die Kunst des deutschen Steinzeugs*, Collection Karl und Petra Amendt und der Krefelder Kunstmuseen (2013), nos. 8-9.



19

20

A COLOGNE STONEWARE BELLARMINE (BARTMANNSKRUG), CIRCA 1525-50

Applied with a bearded mask below the rim, above three rose motifs, a horizontal band of foliate scrollwork along the body with alternating acanthus leaves and circular portrait medallions above and below, applied with a strap handle, 20cm high

£3,000 - 5,000
€3,500 - 5,800
US\$3,900 - 6,400

Similar examples, but without the rose motifs, are in the Collection of the British Museum (illustrated in D. Gaimster, *German Stoneware 1200-1900* (1997), no. 37, and in the *Kunstgewerbemuseum Cologne* (illustrated by G. Reineking von Bock, *Steinzeug* (1986), nos. 283). Further ones are illustrated in I. Unger, *Die Kunst des deutschen Steinzeugs, Collection Karl und Petra Amendt und der Krefelder Kunstmuseen* (2013), nos. 11-13.



20

21

A DUTCH DELFT DISH, MID 18TH CENTURY

Decorated in blue and yellow with a flower vase and butterflies, 34cm diam. (riveted through centre)

£600 - 800
€700 - 930
US\$770 - 1,000



21

22

A COLOGNE/FRECHEN STONEWARE BELLARMINE (BARTMANNSKRUG), CIRCA 1600

Applied with a bearded mask below the rim, above a circular medallion with another bearded mask, the sides with similar medallions, applied with a strap handle, the glaze with faint splashes of blue, 24.5cm high (minor losses to medallion)

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



22

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23

23 *

A COLOGNE/FRECHEN STONEWARE BELLARMINA (BARTMANNSKRUG), DATED 1604

Applied with a bearded mask below the rim, above a circular medallion with an armorial flanked by rampant lions, dated 1604, the sides with similar circular medallions enclosing the same coat of arms, applied with a twisted-rope handle, remnants of a pewter mount to the top, 27cm high (chip to rim)

£4,000 - 6,000
 €4,600 - 7,000
 US\$5,100 - 7,700

24

A COLOGNE/FRECHEN PEWTER-MOUNTED BELLARMINA (BARTMANNSKRUG), CIRCA 1525-50

Applied with a bearded mask below the rim, above a rose motif, a horizontal band along the body twice inscribed *UND:FRUM:IST:MIN:RICHTU*, alternating acanthus leaves and circular portrait medallions above and below, 20.5cm high (rim crack, handle reconstructed and foot restored)

£1,200 - 1,800
 €1,400 - 2,100
 US\$1,500 - 2,300

A similar bellarmine with an inscribed horizontal band is in the Kunstgewerbemuseum Cologne (illustrated by G. Reineking von Bock, *Steinzeug* (1986), nos.285, 318 and 319).



24

25

A VERY RARE PAIR OF KÜNERSBERG FAIENCE CONSOLE BRACKETS, CIRCA 1750

Moulded with scrollwork enclosing panels, the central panel painted with a flower vase and insects below three moulded tassels heightened in yellow, panels of 'Indian' flowering branches and insects to the sides between reserves painted with a blue trellis pattern, 52.5cm across; 30.5cm high, both inscribed 'Künersberg' in blue on the reverse (some old restoration and minor losses) (2)

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

The only other Künersberg console bracket recorded in the literature is in the Bavarian National Museum (inv. no. 35/399, formerly in the collection of Archduke Ludwig Viktor, sold at the Dorotheum, Vienna, 24-27 October 1921, lot 296).



25

26 *

AN ALCORA WHITE FAIENCE LION BOX AND COVER, LAST QUARTER 18TH CENTURY

The recumbent lion on an oval base with its head turned to the left, the cover with another recumbent animal forming the finial, 28cm high; 33cm across (2)

£3,000 - 5,000
€3,500 - 5,800
US\$3,900 - 6,400

See A. Ray, *Spanish Pottery 1248-1898* (2000), pp. 232f. for a discussion of Alcora animals, of which there is evidence from the mid-18th century.



26



27

27

A GERMAN FAIENCE MELON TUREEN AND COVER, MID 18TH CENTURY

Naturalistically modelled and painted in shades of brown with green stripes, applied with leafy branches, the entwined stems forming the handle on the tureen and the looped stem the finial on the cover, 28cm across; 20cm high (restoration to finial and two applied leaves, haircrack to side of tureen (2)

£800 - 1,200
€930 - 1,400
US\$1,000 - 1,500

28 *

A LARGE NORTHERN HUNGARIAN OR SLOVAKIAN FAIENCE EWER, DATED 1796

Decorated with a figure seated at an inn table drinking, the reverse with a couple dancing, the title 'CSARDA' above the door, likely referring to csárdás, a slavic folk dance, the neck of the ewer with vines, the central panels set against a diaper panel with flower heads, dated 1796 under the handle, 29cm high, 'G. 1796.' and the entwined initials 'T.S.' in black script underneath the handle,

£800 - 1,200
€930 - 1,400
US\$1,000 - 1,500

Examples of this kind of faience are closely related to the slightly earlier Haban faience both in colour and in shape. This piece is closely related to pieces of the same date that can be found in the collection of the Esterházy Burg Forchtenstein, located close to Klagenfurt.



28

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29

29

A DOCCIA PLATE, CIRCA 1750

Decorated a *stampino* or a *stampa*, with sprays of flowers in underglaze-blue, the brown-edged rim with a flower garland border, 23cm diam. (minuscule restored rim chip)

£800 - 1,200

€930 - 1,400

US\$1,000 - 1,500

Provenance:

Italian Private Collection



30

30

A CAPODIMONTE SUGAR BOWL AND COVER, CIRCA 1750

Decorated a *fiori 'botanico-orientali'*, or with Oriental-style flowers and scattered insects, gilt-edged rims, the cover with a gilt border of foliate motifs and trellis panels around the rim and a gilt branch finial, 11cm high, traces of fleur-del-lys mark in blue (flat chip to rim, finial restored) (2)

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900

Provenance:

Italian Private Collection

31

AN EXTREMELY RARE CAPODIMONTE CHESTNUT-BROWN-GROUND CUP AND SAUCER, CIRCA 1750

The chestnut-coloured ground ('*a fondo marrone*') with lambrequin-shaped gilt-edged reserves painted in enamels heightened in gilding with flowers, the inside rims with gilt foliate scrollwork borders, the handle embellished in gilding, fleur-de-lys marks in brown and blue enamel (small very flat chip to rim of cup) (2)

£8,000 - 12,000
€9,300 - 14,000
US\$10,000 - 15,000

Provenance:
Italian Private Collection

Literature:
A. Caròla-Perrotti, *Le Porcellane dei Borboni di Napoli* (1986), no. 85, col. pl. XXVI

This is the only known example of this ground colour.



31

32

A CAPODIMONTE CUP AND SAUCER TOGETHER WITH TWO SIMILAR CUPS, CIRCA 1750

Decorated with *fiori coreani* or large sprigs of Oriental-style flowers in polychrome colours below a gilt scrollwork border, the cups similarly decorated, fleur-de-lys marks in blue enamel (the two cups without their handles) (4)

£2,000 - 2,500
€2,300 - 2,900
US\$2,600 - 3,200

Provenance:
With Silvio Ferrara (paper label to the base);
With Lukacs-Donath (paper label to the base);
Italian Private Collection



32



33



33

A PAIR OF CAPODIMONTE CUPS AND SAUCERS, CIRCA 1750

Each painted by Giovanni Caselli 'a paesi neri' with finely rendered black monochrome landscape scenes, formal gilt floral borders to the rims, the handles embellished in gilding, fleur-de-lys marks in blue (4)

£4,000 - 6,000

€4,600 - 7,000

US\$5,100 - 7,700

Provenance:

Aldo Pironti, Benevento (applied paper labels no. 98 and 99); Italian Private Collection

Literature:

A. Caròla-Perrotti, *Le Porcellane dei Borbone di Napoli* (1986), no. 37, col. pl. XIV

A similar cup is in the Museo Duca di Martina in Naples, published by E. Romano, *La Porcellana di Capodimonte* (1959), pl. 47.



34

34

A RARE CAPODIMONTE TOBACCO JAR AND COVER, CIRCA 1750

Decorated *a figure grandi* with a continuous scene of figures in a naturalistic partially wooded landscape, one man holding up a treat for his dog, the dog charging towards another dog restrained by another seated man, 13.5cm high overall, traces of a fleur-de-lys mark in blue enamel (restored, handle to the rear missing) (2)

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,600

Provenance:

With Aldo Pironti, Benevento (paper label to the base); Italian Private Collection

The origins of the denomination *a figure grandi* is discussed by A. Caròla-Perrotti (1986) I.4. The decoration is similar to that on a bowl in the Museo Duca di Martina, Villa Floridiana in Naples (see: Caròla-Perrotti op.cit. 50a). The decoration on this bowl is linked to prints after the work by Nicholaes Berchem, it is likely that the source for this pot can be found in a print after a Dutch Old Master, especially in view of the 17th century headgear of a beret with plume.



35



(reverse)

35

A VERY RARE CAPODIMONTE TURQUOISE-BLUE-GROUND TEA CANISTER AND COVER, CIRCA 1745-50

Of baluster form, each side reserved with a gilt-edged panel finely painted by Giacomo Nani with a still-life of vegetables, gilt rims and finial, 14.2cm high, fleur-de-lys mark in blue (two restored small flat chips to underside of rim of cover, some faint crazing) (2)

£8,000 - 12,000

€9,300 - 14,000

US\$10,000 - 15,000

Provenance:

Luzzatto Collection, Milan, by 1960;
Italian Private Collection

Literature:

G. Morazzoni, *Le Porcellane Italiane* (1960), vol. II, pl. 307b;
A. Caròla-Perrotti, *Le Porcellane dei Borbone di Napoli* (1986), no. 84

The waste bowl from the same turquoise-ground service is illustrated by Morazzoni (1960), col. pl. XXI.

36

A NAPLES, REAL FABBRICA FERDINANDEA, FIGURE OF A YOUNG MAN, CIRCA 1775-82

Wearing a blue striped suit, puce waistcoat, yellow sash and shoes, the moulded with foliate rocailles, 12.3cm high (small chips)

£800 - 1,200

€930 - 1,400

US\$1,000 - 1,500

Two similar figures in the Filangieri Museum, Naples, are illustrated by A. Caròla-Perrotti, *Le Porcellane dei Borbone di Napoli* (1986), no. 232, pl. LIX; the pendant figure of a dancing woman is in the Museo Duca di Martina in Naples (Caròla-Perrotti, no. 233).



36

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.



37

**TWO NAPLES, GIUSTINIANI, TERRA-COTTA
DOUBLE-HANDLED VASES, CIRCA 1830**

One decorated with Classical Greek figures in polychrome enamels, the other with red Attic figures, above a moulded gadrooned border, classical formal bands around the foot and rim, the handles with applied vine leaves, ca. 40.5cm high impressed 'G' to the base (2)

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900

For comparable Giustiniani vases with less elaborate handles see:
Guido Donatone, *La Terraglia Napoletana* (1991), cat.no. 148 and 151.





38

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

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

£8,000 - 12,000

€9,300 - 14,000

US\$10,000 - 15,000

Provenance:

Sotheby Parke Bernet, New York, 6 June 1972, lot 173;
European Private Collection

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



(reverse)

39

**A VERY RARE MEISSEN HAUSMALER ARMORIAL BEAKER,
THE PORCELAIN CIRCA 1720, THE DECORATION CIRCA 1725-30**

Decorated in gilding in Augsburg, probably in the Seuter workshop, one side with the arms of the Dukes of Lorraine, the reverse with a chinoiserie scene depicting four figures on a strap- and scrollwork pedestal, a floral and C-scroll border below the rim, the gadrooned foot and interior gilt, 7.9cm high (small restored chips to footrim)

£4,000 - 6,000

€4,600 - 7,000

US\$5,100 - 7,700

The arms on this beaker are those of either Duke Leopold Joseph of Lorraine (1679-1729) or his son, Franz Stephan (1708-1765), who succeeded his father as Duke of Lorraine in 1729. In 1736, Franz Stephan married the Archduchess Maria Theresia, who secured his election as Emperor of the Holy Roman Empire in 1745. He also became co-regent of Maria Theresia's hereditary dominions. According to the terms of the Treaty of Vienna in 1738, Franz Stephan ceded the Duchy of Lorraine to Louis XV's father-in-law, Stanislaw I, who had failed to secure the Polish throne from Augustus III of Saxony. In return, Franz Stephan was made heir to the Grand Duchy of Tuscany. The arms on the present beaker do not include Tuscany and so it may have been made to commemorate the accession of Franz Stephan as Duke in 1729, or perhaps beforehand for his father.

Three other Meissen Hausmaler pieces with the same arms are recorded: a similar beaker is published by R. Rückert, *Meissener Porzellan 1710-1810* (1966), no. 48, and again by S. Ducret, *Meissner Porzellan bemalt in Augsburg* (1971), vol. I, ills. 242 and 243; a tea canister and cover in the Rijksmuseum (A. den Blaauwen, *Meissen Porcelain in the Rijksmuseum* (2000), no. 127; and a chocolate beaker and saucer in the British Museum from the Franks Collection (Franks 1896.54).

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

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

£30,000 - 50,000

€35,000 - 58,000

US\$39,000 - 64,000



Provenance:

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

Literature:

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

Exhibited:

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

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

A similar mounted example is in the Dresden Porcelain Collection, and another, without the supporting sphinxes on the base, is in the Arnhold Collection, New York (M. Cassidy-Geiger, *The Arnhold Collection of Meissen Porcelain 1710-50* (2008), no. 33, and fig. 33.1, for the Dresden example). Cassidy-Geiger notes (p. 234) that clock cases were planned for the decoration of the Japanese Palace and delivered in 1734; and that an inventory by the Meissen manufactory of pieces in production in November 1733 included sixteen clock cases.

Kaendler's work records for January 1735 note that he repaired this model: '1 Uhrgehäube, woran befindlich ein ausgekröpftes Postament, worauf 4 Sphinxen ruhen und das Uhrgehäuse tragen, daran noch 5 andern Figuren, als der Saturnus, welcher die Zeit vorstellt, auf 2 Weibeln und 2 Kindeln samt unterschiedl. Zierrathen. Welches wiederum aufs neue in brauchbaren Zustand versetzt u.z. abformen tüchtig gemacht' [1 clock case, consisting of a shaped pedestal on which are 4 recumbent sphinxes carrying the clock case, in addition there are five other figures, with Saturn, who depicts Time, above two female figures and two children including various ornamentation. Which has been once again renewed and brought back to usable condition and made smart for moulding].





41

41

A MEISSEN WASTE BOWL, CIRCA 1725-30

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

£3,000 - 5,000
 €3,500 - 5,800
 US\$3,900 - 6,400

Provenance:

With Heinz Reichert, Munich;
 European Private Collection

42

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

Finely painted with a chinoiserie scene depicting five figures flanking a fruiting tree with a flower bowl and another vessel on high pedestals, within a gilt quatrelobe scrollwork cartouche filled with Böttger lustre and embellished with iron-red scrollwork, flanked by birds in flight and two perched on branches, the handle painted with trailing *indianische Blumen*, gilt foliate scrollwork borders to both rims, the silver cover inscribed 'Peter Ehlers aus der Wilster-Marsch, Anno 1746 den 17ten May', the top of the cover inscribed 'Renovirt/ d. 17t. May 1846/ von/ Matthias Ehlers', the rim with a band of foliate scrollwork, ball thumbpiece, the base mounted with a silver-gilt collar with stiff-leaf border, 20cm high overall (haircrack below handle at rear)

£20,000 - 30,000
 €23,000 - 35,000
 US\$26,000 - 39,000

Provenance:

European Private Collection



42





43

A MEISSEN KPM TEAPOT AND COVER, CIRCA 1724-25

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

£8,000 - 12,000

€9,300 - 14,000

US\$10,000 - 15,000

Provenance:

With Heinz Reichert, Munich;
European Private Collection

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





44

44

A LARGE MEISSEN DISH, CIRCA 1735-39

Painted in Kakiemon style with a red tiger-like winged beast circling around bamboo confronting a dancing crane, a butterfly overhead, scattered flower sprays to the wavy rim, 34.4cm diam., crossed swords mark in underglaze-blue, impressed Dreher's mark for Johann Christoph Pietzsch (very minor wear in well)

£3,000 - 5,000
 €3,500 - 5,800
 US\$3,900 - 6,400



45

45 *

A MEISSEN FLARED BEAKER, CIRCA 1730

Painted in Kakiemon style with two quail flanked by flowering prunus and other flowers, brown-edged rim, 6.8cm high, crossed swords mark in underglaze-blue (some flaking to blue enamel)

£700 - 900
 €810 - 1,000
 US\$900 - 1,200



46

46

**A VERY RARE MEISSEN LOBED BOWL,
CIRCA 1730-35**

Painted in Chinese *Famille verte* style with vignettes depicting 'The Hundred Antiques' alternating with landscape vignettes depicting flowers and insects, the inside with a similar vignette, 20.1cm across; 8.5cm high, crossed swords mark in underglaze-blue (small restored rim chip)

£4,000 - 6,000

€4,600 - 7,000

US\$5,100 - 7,700

Provenance:

The Property of a Lady, sold Sotheby's London,
21 October 1980, lot 56

47

**A RARE MEISSEN UNDERGLAZE-BLUE DECORATED OVOID
JUG, CIRCA 1730**

Painted in underglaze-blue with chinoiserie landscape vignettes of rockwork and flowering shrubs and a building amidst rolling hills and trees, scattered insects and a bird in flight above, 17.8cm high, pseudo-Chinese character in underglaze-blue

£3,000 - 5,000

€3,500 - 5,800

US\$3,900 - 6,400

Only three similar ovoid jugs decorated in underglaze-blue are recorded: two in the porcelain collection in Dresden (Meissener Blaumalerei aus drei Jahrhunderten (1989), nos. 53 and 54; the first (no. 53), acquired in 1890 from the Carl Spitzner Collection, Dresden, is also marked with a pseudo-Chinese character and is painted with a chinoiserie figure and plants; the second is decorated after a Japanese Kakiemon pattern). The third example is in the Henry Arnhold Collection, New York (M. Cassidy-Geiger, *The Arnhold Collection of Meissen Porcelain 1710-50* (2008), no. 165).

Provenance:

European Private Collection



47



48

48
A RARE MEISSEN LOBED CIRCULAR STAND, CIRCA 1730-35

Painted in Kakiemon style with scattered flower sprigs, brown-edged rim, 22.5cm across, crossed swords mark in underglaze-blue, incised / and two dots inside footrim

£800 - 1,200
 €930 - 1,400
 US\$1,000 - 1,500

49
A MEISSEN PLATE, CIRCA 1730-35
 Painted in Kakiemon style with a phoenix in flight above flowers, the brown-edged rim with two trailing flower branches and two insects, 23cm diam. crossed swords mark in underglaze-blue, incised x inside footrim for Johann Daniel Rehschuh

£800 - 1,200
 €930 - 1,400
 US\$1,000 - 1,500



49

50
A MEISSEN CUP AND SAUCER, CIRCA 1740
 Painted with colourful 'contour' chinoiserie scenes depicting figures in landscapes amidst flowering bushes and scattered insects, brown-edged rims, the handle embellished with puce scrollwork, crossed swords marks in underglaze-blue, impressed numerals (two restored haircracks to cup) (2)

£1,000 - 1,500
 €1,200 - 1,700
 US\$1,300 - 1,900



50



51

51

A MEISSEN TWO-HANDLED TUREEN STAND, CIRCA 1740-50

Of quatrelobe form with two gilt-edged scroll handles, painted in Kakiemon style with a bird in flight above flowers and banded hedges issuing from stylised rockwork and flower sprigs around the brown-edged rim, 41cm across handles, crossed swords mark in underglaze-blue, impressed 27, gilt- and puce-painted owner's monogram 'vH' (both handles restuck)

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

Further pieces from the same service with still unidentified owner's monogram 'vH' are in the Dr. Ernst Schneider Collection, Schloss Lustheim; published by Julia Weber, *Meißener Porzellane mit Dekoren nach ostasiatischen Vorbildern*, vol. II (2013), nos. 207-211. A very similar two-handed stand from the same service was in the Czermak Collection, Munich, sold by Galerie Helbing, Munich, 15-16 May 1917, lot 60.

52

THREE MEISSEN TEABOWLS, MID 18TH CENTURY

Painted in underglaze-blue, enamels and gilding with reserves of bamboo and peonies issuing from stylised rockwork alternating with panels of dense elaborate gilt scrollwork between iron-red flowerheads, above underglaze-blue lines, the interiors with flowering shrubs, 4.8cm high, crossed swords marks in underglaze-blue, K in underglaze-blue, impressed numerals (minor wear) (3)

£1,200 - 1,800
 €1,400 - 2,100
 US\$1,500 - 2,300

A teabowl of the same type is in the Dr. Ernst Schneider Collection and illustrated in Julia Weber, *Meißener Porzellane mit Dekoren nach ostasiatischen Vorbildern*, vol. II (2013), no. 104.



52



53

**A RARE PAIR OF MEISSEN CIRCULAR TUREENS AND COVERS,
CIRCA 1742**

Modelled by J.F. Eberlein, painted with the 'Schmetterling' pattern of butterflies perched on flowering branches and further scattered flower-sprigs, applied with boar's head handles and a pomegranate finial, brown-edged rims, 30cm across handles; 17.5cm high, crossed swords marks in underglaze-blue, impressed numerals (restored) (4)

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900

The 'Schmetterling' or butterfly pattern, a mixture of Chinese Famille verte and Japanese porcelain motifs, appears to date from the early 1730s onwards, though this tureen form was only modelled by J.F. Eberlein in June 1742. Some pieces of the service are marked 'K.H.C.' (for 'Königliche Hof-Conditorey', the Saxon/Polish Royal Court Pantry), though it is not certain whether the pattern was produced exclusively for the use of the Saxon court. The inventory of the Royal hunting palace at Hubertsburg includes an entire service 'mit dem Papillon gemahlet' [painted with a butterfly]; the following service in the inventory, the decoration of which is not described, includes six small tureens and covers with artichoke finials (see J. Weber, *Meißener Porzellane mit Dekoren nach ostasiatischen Vorbildern* (2013), I, p. 175, and II, p. 344). A similar tureen and cover is in the Victoria & Albert Museum, London (inv. no. C.596&A-1925), another in a private collection is illustrated in A. d'Agliano/L. Melegati (eds.), *I Fragili Lussi* (2001), no. 54.



54

A VERY RARE MEISSEN SQUIRREL TEAPOT, CIRCA 1733-34

Probably modelled by J.J. Kaendler, the squirrel naturalistically coloured, the spout as a nut between its paws, a gilt-edged aperture between head and tail which forms the handle, 13.8cm high, crossed swords mark in underglaze-blue at base of tail (small chips)

£4,000 - 6,000

€4,600 - 7,000

US\$5,100 - 7,700

Four teapots in the form of a squirrel were delivered to Augustus III from the warehouse in 1734, and are listed in the 1770 inventory of the Japanese Palace under no. 441: '*Vier Thé-Potgen in Form eines Eichhörchens mit bunten Farben, 5 1/4. Zoll noch*' [four teapots in the form of a squirrel with colours, 5 1/4 zoll high]. Two still in the Dresden porcelain collection bear the inventory number 441 (published by U. Pietsch/C. Banz, *Triumph der blauen Schwerter* (2010), no. 324. Kaendler mentions a squirrel in his work records as early as September 1733: '*1 Kleines Eichhörngen*' [1 small squirrel], quoted in R. Rückert, *Meissener Porzellan* (1966), p.200, no. 1147. Another is in the Arnhold Collection, New York (M. Cassidy-Geiger, *The Arnhold Collection of Meissen Porcelain 1710-50* (2008), no. 134.



55

**A VERY LARGE AND RARE MEISSEN WHITE
'SULKOWSKI SERVICE' CANDELABRA,
CIRCA 1736-40**

Modelled by J.J. Kaendler, as a classical figure of a seated lady holding a cornucopia issuing two foliate branches mounted with another four branches with sconce terminals, and a large foliate scroll at the rear resting on her head and supporting a fifth sconce, seated on a waisted pedestal moulded with scrolls and applied at the front with two armorial shields flanking a scroll and reeds with lion-mask terminal flanked by putti, the base moulded with scroll brackets at the sides and hanging drapery with tassels at the front and rear, 61.3cm high (some restoration and replacements)

£25,000 - 30,000

€29,000 - 35,000

US\$32,000 - 39,000

This model for the famous table service delivered to Count Alexander von Sulkowski is mentioned repeatedly in Kaendler's work records between February and September 1736; see Rainer Rückert, *Meissener Porzellan 1710-1810* (1966), no. 489, for one of the examples in the Schneider Collection decorated with the arms of Sulkowski and his wife. Another undecorated example of this model was in the collection of Albert Dasch, Teplitz, sold by Lepke's Berlin, 4 March 1913, lot 55. Other than the four in the Schneider Collection, another painted armorial example is in the Metropolitan Museum of Art, New York (acc. no. 1988.167). The model was also used around 1739-40 for the service made for Johann Christian Henricke (see J. Weber, *Meißener Porzellane mit Dekoren nach ostasiatischen Vorbildern*, vol. II (2013), ill. 61).



56

56
**A MEISSEN BOWL AND COVER FROM THE
 "GELBER LÖWE" SERVICE FOR THE SAXON-
 POLISH COURT, CIRCA 1735**

Painted in Kakiemon style with two vignettes each depicting a tiger curling around bamboo, and flowering prunus branches, the cover with an artichoke finial and brown-edged rim, the finial embellished in green and yellow, 18.2cm diam.; 14cm high, crossed swords mark in underglaze-blue, K.H.C. in purple 2

£2,500 - 3,500
 €2,900 - 4,100
 US\$3,200 - 4,500

Provenance:

Maurice de Rothschild Collection, Château de Pregny, Geneva;
 (anon. sale) Christie's London, 17 October 1977, lot 111

A delivery list to the Japanese Palace of 1734 includes additions to the "Gelber Löwe" service, including 6 circular tureens without handles (quoted by J. Weber, *Meißener Porzellane mit Dekoren nach ostasiatischen Vorbildern* (2013), I, p. 156).

57
**A SET OF ELEVEN MEISSEN CUTLERY
 HANDLES FROM THE "GELBER LÖWE"
 SERVICE FOR THE SAXON-POLISH COURT,
 CIRCA 1735**

Each side painted in Kakiemon style with a tiger curling around bamboo and flowering prunus, with silver-gilt mounts, *the porcelain handles: 8.5cm long* (three pair in good condition, the others with cracks and restuck sections) (11)

£3,000 - 5,000
 €3,500 - 5,800
 US\$3,900 - 6,400

Fifty-four knife handles were included in the first delivery of the service to the Japanese Palace in 1734 (subsequently included in the gift to the Bishop of Krakow, Jan Alexander Lipski), another seventy-two were delivered in 1737 J. Weber, *Meißener Porzellane mit Dekoren nach ostasiatischen Vorbildern* (2013), I, pp. 157-159. Another pair of cutlery handles from the same service were sold in these rooms, 6 December 2018, lot 30.



57 (part lot)



58



58

A PAIR OF MEISSEN TOPOGRAPHICAL DISHES WITH DUTCH VIEWS, CIRCA 1772

Each painted with a view of a town by a river with figures in the foreground within a gilt and brown rococo and foliate cartouche, the shaped rims hung with flower swags tied by blue ribbons, gilt foliate borders, 21.6cm diam., crossed swords marks and dot in underglaze-blue, both impressed 54 (one with small rim section restored) (2)

£1,000 - 1,500
 €1,200 - 1,700
 US\$1,300 - 1,900

The shape of central cartouche and subject matter of Dutch views matches the important Meissen 'Stadtholder' dinner service made in 1772, probably as a gift from the Dutch East India Company to Prince William V. This set was painted with titled views of Holland and former Dutch colonies. A large portion of the Stadtholder service is now displayed in the museum at the Palace Het Loo in Apeldoorn. The present pair of dishes formed part of a second service with a different border design and Dutch views which are untitled. Forty-two pieces from this set belonged to the collectors S.P.D. May and R.May-Fuld and were sold in Amsterdam at the auction house Frederik Muller on 14-17 October 1941. A dish from this set is in the Kestner Museum in Hanover and another dish is illustrated by Dr Den Blaauwen, *Het Meissen servies van Stadhouder Willem de vijfde* (1993), p.33-36. Another pair of dishes from the service was sold in these Rooms, 15 November 2006, lot 4.



59

59

A MEISSEN PIERCED BASKET, CIRCA 1740

Of flared oval shape with intricate pierced strap- and scrollwork heightened in gilding, the basketwork moulded rim and footrim gilt, 18.8cm long, 8cm high, crossed swords mark in underglaze-blue (minor wear to gilding)

£1,200 - 1,800
 €1,400 - 2,100
 US\$1,500 - 2,300



60

A MEISSEN PLATE FROM THE SERVICE PRESENTED TO KING FREDERIK V OF DENMARK, CIRCA 1746-50

Painted in the well with a *Kauffahrtei* scene within a gilt scrollwork cartouche with trellis and striped borders edged with iron-red and purple foliate scrollwork, the rim with four smaller cartouches, alternating with *indianische Blumen* and edged with a gilt band, the reverse with four groups of three flowers, 22.5 cm diam., crossed swords mark in underglaze-blue, impressed numeral (original small chip to rim)

£4,000 - 5,000
 €4,600 - 5,800
 US\$5,100 - 6,400

Provenance:

Given in 1751 by Augustus III of Saxony and Poland to King Frederik V of Denmark; Christiansborg Palace Court Pantry

For an extensive discussion of the service, see Mogens Bencard, *Denmark and Saxony Family Ties and Meissen Porcelain*, Part 2, in Cassidy Geiger (ed.), *Fragile Diplomacy* (2007), pp. 185-188, on which the following is based. The first mentions of work on a gift for the Danish court appear in the Meissen records in the second half of 1744. Around the same time, Ulrich von Spenner, the Saxon ambassador to Denmark between 1744 and 1756, reported to Count Brühl that he had been defending the high quality of Saxon

porcelain. The next mention of Meissen porcelain in von Spenner's correspondence occurs in 1749, when he reports that the king had inquired after his long-promised porcelain, which was part of a royal exchange of gifts of 1746 when Frederik V became king. Brühl ordered production on the gift to be speeded up, but von Spenner reported in March 1750 that Brühl's Danish counterpart, Count Moltke, had again inquired, with increasing impatience, after the porcelain. The embarrassing delay came to an end in August 1751, when the porcelain finally arrived in Copenhagen.

Spenner was able to report to Brühl that "hardly had the King seen me before he came to tell me, that yesterday he had seen the magnificent and beautiful porcelain, that my King had sent him. He asked me to relay his satisfaction and to what extent this present had given him pleasure". The ambassador also reported that Count Moltke asked "to relay his very humble gratitude for the *service de table*, which the King had destined for him, He assured me, that he would seek every opportunity to mark his attachment to His Most Sacred Majesty and his interests".

Much of the service remains part of the Danish Royal Collections at Rosenborg Castle. 159 pieces, including 152 plates, were said to have been destroyed or to have disappeared in the disastrous fire at Christiansborg Palace in 1794. The earliest surviving inventory of the Court Pantry of Christiansborg Palace of 1781 lists 146 pieces, suggesting that the service had been divided and kept in different palaces. A plate was sold in these rooms as part of the Hoffmeister Collection Part III, 24 November 2010, lot 80.



61



61

TWO MEISSEN SALTS, CIRCA 1745-50

Moulded with 'Gotzkowsky Relief' of flower panels alternating with sprays of finely painted *Holzschmittblumen*, scattered insects to the top and gilt crosshatch borders to the rims, on gilt shell-shaped feet, 18cm wide, crossed swords marks in underglaze-blue (minor chips to feet and minor rubbing) (2)

£1,800 - 2,200
 €2,100 - 2,500
 US\$2,300 - 2,800

Several services decorated in this style were made during the second half of the 1740s, including in 1747 a dessert service for Louis XV and an extensive dinner and dessert service for the Marquis d'Argenson; the description of the latter corresponds to the decoration on the present lot - see S. Schwartz/J. Munger, *Gifts of Meissen Porcelain to the French Court, 1728-50*, in M. Cassidy-Geiger (ed.), *Fragile Diplomacy* (2008), p. 153.

62

A PAIR OF MEISSEN OBELISKS, MID 18TH CENTURY

Each moulded with panels painted with flower sprays and edged with scrollwork heightened in gilding, surmounted by a finial modelled with four masks, 22.4cm high, crossed swords marks in underglaze-blue (one restuck above ball feet) (2)

£1,200 - 1,800
 €1,400 - 2,100
 US\$1,500 - 2,300



62

63

A MEISSEN TWO-HANDLED BEAKER AND COVER, CIRCA 1740

Each finely painted in bold colours with flower sprigs (*Holzschmittblumen*), the ear-shaped handles embellished in purple, brown-edged rims, crossed swords marks in underglaze-blue, impressed numerals (2)

£800 - 1,200
 €930 - 1,400
 US\$1,000 - 1,500



63

64

A MEISSEN OCTAGONAL MILK JUG AND COVER, CIRCA 1745

Each side decorated with a landscape scene within a brown-edged gilt scrollwork cartouche with trellis panels, depicting a harbour scene and a couple in a landscape, respectively, and scattered European flowers (*Holzschnittblumen*) below a gilt scrollwork border, the scroll handle embellished in gilding, the domed cover with two harbour vignettes, 16.5cm high, crossed swords mark in underglaze-blue, gilt numeral 79. to both (chip to spout, finial restuck) (2)

£800 - 1,200
€930 - 1,400
US\$1,000 - 1,500



64



65

65 *

A RARE PAIR OF MEISSEN SMALL DROMEDARIES, MID 18TH CENTURY

Naturalistically modelled and coloured, the bases applied with leaves and flowers, 6.9cm high (one neck restored) (2)

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

66

A MEISSEN FIGURE OF A TURKISH MUSICIAN, CIRCA 1745-50

Modelled by Peter Reinicke and J.F. Eberlein, holding an oud (type of lute) under one arm, wearing a puce doublet, iron-red lined yellow jacket, yellow shoes and a turban, 17.3cm high (tiny chips)

£1,200 - 1,800
€1,400 - 2,100
US\$1,500 - 2,300

The figure is after the engraving of 'Le Turc Amoureux' by Georg Friedrich Schmidt (1712-75), after a painting of around 1730 by Nicholas Lancret (1690-1743). Another example is illustrated in R. Rückert, Meissener Porzellan (1966), no. 956, where he mentions that it was first referred to in the Meissen records in 1744.



66



67

67

N LARGE MEISSEN OCTAGONAL DISH, CIRCA 1750

Painted with scattered sprays of flowers, the gilt rim with a moulded basketwork border, 40.2cm diam. (some wear to gilt rim)

£600 - 800

€700 - 930

US\$770 - 1,000

Provenance:

Dutch Private Collection

68

A PAIR OF MEISSEN CANDELABRA, MID 18TH CENTURY

Painted with scattered sprays of flowers, moulded with foliate scrollwork and rocailles heightened in gilding and green, and applied with flowering and foliate branches, each with three branches and four sconces decorated with puce-edged scrollwork with drip trays shaped as leaves, 38.5cm high, crossed swords marks in underglaze-blue (some restoration to drip trays, small chips) (4)

£2,500 - 3,500

€2,900 - 4,100

US\$3,200 - 4,500



68



69

**A MEISSEN CRUCIFIXION GROUP,
SECOND HALF 18TH CENTURY**

In two parts, Christ nailed to a wooden cross, a porcelain plaque inscribed *I.N.R.I.* above, Mary Magdalene mourning on a grassy base applied with leaves, a skull and bones beside the cross, 47cm high overall, the base with crossed swords mark in underglaze-blue (some chips) (2)

£800 - 1,200

€930 - 1,400

US\$1,000 - 1,500

70

**A MEISSEN SHAPED PEDESTAL,
MID 18TH CENTURY**

Moulded with four rocaille cartouches surmounted by a shell and heightened in gilding, three enclosing military battle scenes and one a naval battle scene, the stepped base embellished with gilt bands, the top painted with scattered *deutsche Blumen*, 11.9cm high, 24.7cm wide, crossed swords mark in underglaze-blue (minor wear)

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900



69



70



Anne Claude Philippe de Tubières, comte de Caylus, after Edme Bouchardon, 1737



Pierce Tempest after Marcellus Laroon the Elder, 1711

71
A RARE MEISSEN FIGURE OF A LAUNDRYMAN FROM A SERIES OF LARGE PARISIAN STREET VENDORS, CIRCA 1750

Modelled by J.J. Kaendler and Peter Reinicke, wearing a black tricorn, white coat over a white chemise, breeches and a large brown apron, a laundry tub strapped to his back and laundry implements in his hands, 19cm high, crossed swords mark in underglaze-blue to the rear of the base (restoration to extremities)

£5,000 - 7,000
 €5,800 - 8,100
 US\$6,400 - 9,000

Provenance:
 Dutch Private Collection

Kändler modelled a series of Parisian street traders which are larger than the Cris de Paris series and the two others Cris series of London and St. Petersburg street traders. The figures were modelled after the engravings by the Comte de Caylus after the original drawings by Edmé Bouchardon. For a similar figure, illustrated with the original drawing by Bouchardon, see Len and Yvonne Adams, Meissen Portrait Figures (London, 1987), p. 93.

72
A MEISSEN 'CRYES OF LONDON' FIGURE OF A FEMALE BALLAD SELLER, CIRCA 1755

Modelled by J.J. Kaendler and P. Reinicke, wearing a straw hat, pink bodice and skirt and a white apron with a fan or sheet music peeking out of a pocket, the base moulded with gilt-edged scrollwork and applied with leaves and flowers, 12.3cm high, crossed swords mark in underglaze-blue to the rear of the base, impressed numeral 6 (her left hand restored)

£3,000 - 5,000
 €3,500 - 5,800
 US\$3,900 - 6,400

The model is after an engraving by Pierce Tempest after Marcellus Laroon the Elder, from the series 'The Cryes of the City of London', which was first published in 1711. The engraving depicts both the female and male ballad sellers. Another example without the fan/sheet music in the apron pocket is illustrated in M. Eberle, Cris de Paris-Meissener Porzellanfiguren des 18. Jahrhunderts (2001), no. 13, and another was sold in these rooms, 15 June 2016, lot 134.



71



72



73



74

73

TWO MEISSEN CUPS AND SAUCERS, MID 18TH CENTURY

Each painted with Watteau-style scenes of couples in landscapes, scattered insects and sprays of *Holzschneitblumen* to the reverse of cups and saucers, elaborate gilt scrollwork borders to the rims, *the cups: 7.3cm high*, crossed swords marks in underglaze-blue, gilt numeral 54. and impressed numerals (4)

£1,200 - 1,800

€1,400 - 2,100

US\$1,500 - 2,300

74

A MEISSEN FIGURE OF A TURKISH MUSICIAN, MID 18TH CENTURY

Modelled by Peter Reinicke and J.F. Eberlein, holding a guitar or an oud under one arm, wearing a pink doublet decorated with *indianische Blumen*, a pink jacket, yellow trousers and a turban, the base applied with leaves and flowers, *17.8cm high* (restoration to small finger and tuning pegs)

£2,500 - 3,500

€2,900 - 4,100

US\$3,200 - 4,500

See footnote for lot 66.



75

75

A MEISSEN PIERCED BRUSH BACK, CIRCA 1750

Pierced and moulded with scrollwork embellished in gilding and painted with scenes of elegant figures in landscapes, 10cm wide, crossed swords mark in underglaze-blue

£500 - 700
 €580 - 810
 US\$640 - 900

Provenance:

Dutch Private Collection

For a comparable example, see La Porcelana de Meissen en la Colección Britzke/Das Meissner Porzellan der Britzke-Sammlung, exhibition catalogue (2009), p.298.



76

76

A MEISSEN SQUARE BELL STAND, CIRCA 1735-40

Decorated with a European landscape within a gilt scrollwork cartouche surrounded by scattered *Holzschnittblumen* and insects, the rim with a gilt formal scrollwork border, 15.8cm wide, crossed swords mark in underglaze-blue, impressed numeral and gilt 14. inside footrim (minor rubbing to gilt border)

£600 - 800
 €700 - 930
 US\$770 - 1,000

Provenance:

Dutch Private Collection

77

A MEISSEN ORMOLU-MOUNTED VASE AND COVER, MID 18TH CENTURY

Painted with landscape scenes of water birds, each panel surmounted by a mask emblematic of the four seasons between applied flower garlands, the scroll-moulded base modelled with putti and a swan, the cover with a spirally-moulded shell finial, the ormolu base with scrollwork and foliage, 37cm high (restoration to the putti, swan and base) (2)

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



77

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.



78

78

A MEISSEN ORMOLU-MOUNTED GROUP OF ICE SKATERS, CIRCA 1755

The gentleman kneeling and putting skates on the lady's right foot, she balancing by holding on to his shoulder, both wearing elegant clothes with fur trims, the base moulded with gilt-edged rocailles, on a scrollwork ormolu mount, 15.8cm high, crossed swords mark in underglaze-blue (tiny chips)

£1,500 - 2,500

€1,700 - 2,900

US\$1,900 - 3,200



79

79

A LARGE MEISSEN DISH, CIRCA 1750-60

Moulded with 'Gotzkowsky-Relief' modelled by Johann Friedrich Eberlein, painted with fruit and flowers, the border decorated with alternating vignettes of fruit, birds and flowers within cartouches of puce scrollwork and green-ground trellis pattern, the rim pierced with holes and moulded with puce-feathered rocailles, 39cm diam., crossed swords mark in underglaze-blue, impressed 20 and incised IIII inside footrim

£600 - 800

€700 - 930

US\$770 - 1,000

Provenance:

Dutch Private Collection

80

**A MEISSEN GROUP OF A COUPLE,
CIRCA 1763-1774**

Modelled by Carl Christoph Punct with a seated elegant lady wearing a pink gown embellished with gilt foliate motifs and holding a Commedia dell'Arte mask, a gentleman standing beside her wearing a pale blue suit and elaborately embroidered pale yellow waistcoat, a leafy tree stump behind him, on a pierced base moulded with gilt-edged rocailles and applied with leaves and flowers, 19.5cm high, crossed swords and dot mark in underglaze-blue, painter's mark in purple (some restoration)

£1,000 - 1,500

€1,200 - 1,700

US\$1,300 - 1,900



80

81

**A MEISSEN SILVER-MOUNTED TANKARD,
MID 18TH CENTURY**

Painted with a landscape vignette of peasants seated at a table in front of a stone cottage, scattered flowers painted around the branch handle with leaf terminal, the silver cover with a similar peasant scene in relief, indistinctly marked, 17cm high (with thumbpiece)

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900



81



82



82

**A PAIR OF MEISSEN TWO-HANDLED VASES,
CIRCA 1763-74**

Each applied with blue and gilt flower garlands holding up a moulded curtain on each side, moulded scrollwork to the rims heightened in gilding and blue enamel, the scrolling handles with a male and female mask, the foot with moulded fabric garlands and a border of gilt flowerheads, 19.8cm high, crossed swords and dot marks in underglaze-blue (minor chips and some rubbing) (2)

£2,500 - 3,500

€2,900 - 4,100

US\$3,200 - 4,500

83

**A MEISSEN GROUP EMBLEMATIC OF WINTER,
MID 18TH CENTURY**

Modelled with four putti, one kneeling working on an arrowhead on an anvil, another seated beside a fire, the third seated on rockwork holding a floral cloak and the fourth standing at the back clutching a quiver of arrows, the base moulded with gilt-edged rocailles, 6.8cm high, impressed numeral 18 (minor restoration to extremities)

£800 - 1,200

€930 - 1,400

US\$1,000 - 1,500



83



84

84
SEVEN MEISSEN FIGURES OF PUTTI IN DISGUISE, CIRCA 1760-65

Depicting a doctor, a butcher, a pastry seller, a peep-show man, a fisherman, a miner and a lady, all but two of the bases moulded with gilt-edged scrollwork, 8.5cm to 10.5cm high, some with crossed swords marks in underglaze-blue (one with dot) (some damage and restoration) (7)

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

85
A MEISSEN PIERCED BRUSH BACK, CIRCA 1760

Moulded with scroll-edged cartouches painted with flower sprays and pierced, entwined flowers on the top, the gilt-edged rim pierced with holes for mounting, 10.3cm across, crossed swords mark in underglaze-blue

£600 - 800
 €700 - 930
 US\$770 - 1,000



85

86
A GERMAN CANE HANDLE, POSSIBLY FÜRSTENBERG, SECOND HALF OF THE 18TH CENTURY

Painted with a continuous European landscape depicting figures at an estuary, the top with a similar scene of a lady on horseback, 6.8cm high

£600 - 800
 €700 - 930
 US\$770 - 1,000



86

87
A GERMAN PORCELAIN CANE HANDLE, DEPICTING FREDERICK THE GREAT, POSSIBLY BERLIN, CIRCA 1770

The top decorated (probably at a later date) with a portrait of Frederick the Great, the sides with spiralling floral garlands, with a gold mount on a wooden base, 5.5cm high (without wooden base), 12.4cm high (with wooden base) (some rubbing around edge of top)

£700 - 900
 €810 - 1,000
 US\$900 - 1,200



87

Provenance:
 Dutch Private Collection



88

88

**A EUROPEAN ENAMEL SNUFF BOX,
PROBABLY BERLIN OR PARIS, CIRCA 1750**

With gilt metal mounts, painted on both sides with scenes of depicting the story of Pyramus and Thisbe, both reserved against an applied gold trellis ground with blue dots and edged with scrollwork, the interior lined in velvet, with a hinged flat cover with slots, fitted with a velvet domed top with corresponding slots, 8.2cm across (typical small haircracks)

£700 - 900

€810 - 1,000

US\$900 - 1,200

89

**A GERMAN ENAMEL GILT-METAL-MOUNTED
SNUFF BOX, CIRCA 1770**

Painted with the life and miracles of Saint Anthony of Padua, the cover depicting him being visited by the Virgin Mary and the Christ child, an open book and spray of lilies lying on a table, the interior with an older Anthony being visited by the depiction of Christ on the cross, an open book, crucifix and skull in the foreground, 9cm long, 4cm high (very minor rubbing around edge of underside)

£1,000 - 1,500

€1,200 - 1,700

US\$1,300 - 1,900

The scenes on the sides and underside of the box depict some of the miracles of Saint Anthony: one scene shows him re-attaching the foot of a man from Padua, another shows the Heretic's mule kneeling before Anthony and the Sacrament and the underside depicts the miracle known as the Miser's heart. Anthony was attending the funeral of a rich man in Tuscany who was being celebrated to great extent. The saint however commented that the man had oppressed the poor, keeping "his heart in his money box". Following those words a surgeon performed an autopsy and found no heart in the dead man's body, but when the family opened his treasure chest there they discovered the heart.



89

90 *

**A MEISSEN GILT-METAL-MOUNTED SNUFF
BOX, 19TH CENTURY**

Decorated with elaborate hunting scenes after Johann Elias Ridinger, 8.9 x 7.3cm, crossed swords mark in underglaze-blue to underside corner

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,600

The scenes depicted are after Johann Elias Ridinger; the print source for the falcon scene on the side of the box is illustrated in C. Bodinek, Raffinesse im Akkord, vol. II (2018), no. 225.



90



91

A RARE MEISSEN GILT-METAL-MOUNTED LETTER-SHAPED BOX, CIRCA 1750-55

The cover inscribed '*Devinés au juste et ouverts*' above a flourish, a floral border to the rim with shells at the corners, the base moulded as a folded page and painted with floral borders to the edges and a wax seal enclosed by flowers in the centre, the inside cover with a river landscape depicting two couples, the box inside with a pale-blue ground reserved with trellis-like panels painted with blue flowers, the gilt-metal mounts chased with foliate scrollwork, 5.7cm by 8.8cm

£6,000 - 8,000

€7,000 - 9,300

US\$7,700 - 10,000



91

Two other Meissen letter-shaped boxes are recorded in the literature one, inscribed '*A la plus Fidelle* [...] ' is illustrated by B. Beaucamp-Markowsky, *Porzellandosen des 18. Jahrhunderts* (1985), no. 119; another, inscribed '*A Messieurs les Amaterus de Tabac grene d'Espagne*', is in the Metropolitan Museum of Art, New York (inv. no. 1974.356.310).

92

A MEISSEN-STYLE GILT-METAL-MOUNTED SNUFF BOX, SECOND HALF 19TH CENTURY

Cartouche-shaped, painted with *Kauffahrtei* scenes of merchants and their wares by a quayside, within a scrollwork cartouche on the cover interspersed with four small panels of similar scenes in puce camaieu, the side with similar cartouches filled with Böttger lustre, another scene inside the cover and in puce camaieu on the base, the interior gilt, 7.9cm across

£2,500 - 3,000

€2,900 - 3,500

US\$3,200 - 3,900



92



93

93

A BERLIN CUP AND SAUCER WITH MARITIME SCENES, CIRCA 1770

The saucer painted with fishermen on the coast and the cup with ships in a seascape, flower sprays to the interior and to each side of the branch handle, the rims decorated with gilt scrollwork borders, sceptre marks in underglaze-blue, incised I (rubbing and minor retouching to gilt borders) (2)

£500 - 700
 €580 - 810
 US\$640 - 900

Provenance:
 Dutch Private Collection



94

94

TWO EARLY FÜRSTENBERG PLATES, CIRCA 1765

Possibly painted by Pasha Johann Friedrich Weitsch, each with an elaborate landscape scene, the moulded borders with alternating scale and flower panels, picked out in gilding and polychrome swags of flowers, a gilt and iron-red foliate band along the rim, 24cm diam., F marks in underglaze-blue, impressed Z (minor glaze wear) (2)

£1,000 - 1,500
 €1,200 - 1,700
 US\$1,300 - 1,900

Provenance:
 Dutch Private Collection

Another plate with the same rare decoration is illustrated in the exhibition catalogue 'Weisses Gold aus Fürstenberg' (1989) cat.no. 74, p. 186. The plates are very similar to the topographical service made for Herzog Carl I. of Braunschweig, now in Windsor Castle, but with differing rim decoration.



95

**A VIENNA GROUP OF ICE SKATERS
EMBLEMATIC OF WINTER, CIRCA 1765**

Modelled with an elegant couple wearing fashionable clothes and fur muffs, the man wearing ice skates and supporting a lady who is having skates fitted by another man kneeling beside her, 22.8cm high, shield mark in underglaze-blue (some chips)

£1,000 - 1,500

€1,200 - 1,700

US\$1,300 - 1,900

A white example of the model is in the collection of the Victoria and Albert Museum, London, and a coloured one in the collection of the City Museum, Prague; illustrated in E. Sturm-Bednarczyk/E. Sladek, *Zeremonien - Feste - Kostüme* (2010), no. 162, p. 135. Another is illustrated in W. Mrazek/W. Neuwirth, *Wiener Porzellan 1718-1864*, no.513, plate 70.



95

96

A BERLIN PLATE, CIRCA 1770

Moulded with the *Neuglatt* design, decorated with an ornithological depiction of a male and female Bullfinch, under a moulded and shaped border with insects, with a gilt rim, 24.7cm diam., sceptre mark in underglaze-blue, impressed HK and 3

£600 - 800

€700 - 930

US\$770 - 1,000

Provenance:

Dutch Private Collection



96



97

97
**AN ANSBACH PORCELAIN PORTRAIT CUP AND SAUCER,
 CIRCA 1780**

The cup decorated with a silhouette portrait of Margravine Friederike Caroline flanked by trophies, the saucer with musical trophies, the rims with a gilt border, together with the book 'Ansbacher Porzellan' (1959) by A. Bayer, A in underglaze-blue (2)

£1,000 - 1,500
 €1,200 - 1,700
 US\$1,300 - 1,900

Provenance:
 Dutch Private Collection

The silhouette portrait is very similar to the one on a plaque illustrated in A. Bayer, *Ansbacher Porzellan* (1959), p. 118, fig. 97, and depicts the same person, Friederike Caroline von Sachsen-Coburg-Saalfeld, Margravine of Brandenburg-Ansbach and Bayreuth (1735-1791).



98

98 *
**A RARE SMALL CLOSTER VEILSDORF FIGURE OF PIERROT
 FROM THE COMMEDIA DELL'ARTE, CIRCA 1775**

After the larger model by Wenzel Neu, wearing a yellow suit, hat and iron-red shoes, 8.7cm high (small chip to hat, base and nose)

£1,000 - 1,500
 €1,200 - 1,700
 US\$1,300 - 1,900

The figure is part of a smaller series of Commedia dell'Arte figures produced at the factory from 1768, after Wenzel Neu had already left the factory. For another example see Ralf-Jürgen Sattler, "Theater Figuren" von Closter Veilsdorf, in R. Jansen (ed.), *Commedia dell'Arte Fest der Komödianten* (2001), Cat.No. 85. and pp. 86-90, for a full discussion of the series. The model is after an engraving by Johann Jacob Probst from 1729, after drawings by Johann Jacob Schübler.



99

A RARE HÖCHST FIGURE OF LA SCARAMOUCHE FROM THE ITALIAN COMEDY, CIRCA 1752

Modelled by J.C.L. von Lücke, wearing a green hat with feathers, a purple-striped, short-sleeved jacket over a yellow bodice, white apron and green skirt, the gilt-edged, canted and flared rectangular base embellished in gilding, with a tree-stump support at the rear, 21cm high, wheel mark in iron-red to underside of base (minor damage and repair)

£7,000 - 9,000

€8,100 - 10,000

US\$9,000 - 12,000

Provenance:

The Emma Budge Collection, Hamburg, offered by Hans W. Lange, Berlin, 27-29 September 1937, lot 856; and again on 18-19 November 1938, lot 637; Acquired in the above auction by the city of Mainz; Restituted to the heirs of Emma Budge in 2013

Literature:

Mainzer Zeitschrift 1939, p. 103, pl. X,4; Mittelrheinische Kunstwerke aus sechs Jahrhunderte, exhibition catalogue (1954), no. 35, ill. 24; K.H. Esser, Höchster Fayencen und Porzellane (1962), ill. 10; K.H. Esser/H. Reber, Höchster Fayencen und Porzellane (1964), p. 17, no. 18; R. Jansen (ed.), Commedia dell'Arte (2001), p.148, no. 146

Exhibited:

Mainz, Landesmuseum, 1937-2013, inv. nos. 38/38; Mainz, Landesmuseum, *Mittelrheinische Kunstwerke aus sechs Jahrhunderten*, 1954; Berlin, Charlottenburg Palace, *Commedia dell'Arte Fest der Komödianten*, 14 July-14 October 2001

Probably based on the engraving of 'La Scaramouche', published by Johann Jacob Wolrab, Nuremberg, circa 1720.



100

100
**A NYMPHENBURG PART COFFEE SERVICE,
 CIRCA 1780**

Each decorated with an ikat textile pattern ('*Atlasmuster*') and brown-edged rims, comprising: a coffee pot and cover, a sugar bowl and cover and four cups and saucers, together with another coffee pot and cover with gilt rims and a miniature coffee cup, *the coffee pot and cover: 21.4cm high*, impressed shield marks, incised and impressed marks (haircrack to one cup, finial restuck of coffee pot cover) (15)

£1,200 - 1,800
€1,400 - 2,100
US\$1,500 - 2,300

Provenance:

The Sperling Collection, Munich

The so-called '*Atlasmuster*' appears in the price lists ('*Preiscurant*') of 1792 as 'en taffent geflammt' and was based on a textile pattern also popular at other factories such as Vienna and Frankenthal. See A. Ziffer, *Nymphenburger Porzellan, Sammlung Bäuml* (1997), nos. 658-667 for further examples.

101
**SIX NYMPHENBURG PLATES AND DISHES,
 CIRCA 1757-70**

Each painted with loose flower bouquets and scattered sprays, gilt rims, comprising; two plates (25.3cm diam.) and one plate (24.2cm diam.), a triangular dish (23.8cm wide), two oval dishes (34.5cm), one oval dish with flowers in *Viennese style* and insects (30.5cm long), impressed shield marks, impressed and incised numerals (one plate with two chips to underside of rim) (6)

£800 - 1,200
€930 - 1,400
US\$1,000 - 1,500

Provenance:

The Sperling Collection, Munich



101



102

102
**A HÖCHST FIGURE OF A GIRL CRYING OVER SPILT MILK,
 CIRCA 1775**

Modelled by Johann Peter Melchior, wearing a striped skirt and pink bodice, an overturned jug at her feet, on a grassy base, 11.5cm high, wheel mark in underglaze-blue, incised N86, MEI and N (head restuck)

£300 - 400
 €350 - 460
 US\$390 - 510



103

103 *
**A RARE FULDA TEACUP AND SAUCER,
 CIRCA 1775**

Each painted with a landscape vignette of a classical urn *en grisaille* heightened with polychrome ribbons and details, scattered gilt sprigs, FF and crown marks in underglaze-blue, impressed IK to saucer and incised IA to cup (handle restuck, some wear) (2)

£500 - 700
 €580 - 810
 US\$640 - 900



104
**THREE NYMPHENBURG DEEP PLATES,
 CIRCA 1770**

Each painted with a landscape vignette in shades of green and purple, enclosed by a gilt scrollwork cartouche with flowers, the moulded gilt-edged rims with foliate garlands, 25.8cm diam., impressed shield marks, incised and impressed marks (star crack to one) (3)

£1,000 - 1,500
 €1,200 - 1,700
 US\$1,300 - 1,900

Provenance:
 The Sperling Collection, Munich

Various pieces with this type of decoration in the Bäuml collection are illustrated in A. Ziffer, *Nymphenburger Porzellan, Sammlung Bäuml* (1997), nos. 523-547.



104



Marco Marcola, An Italian Comedy in Verona, 1772, The Art Institute of Chicago, Gift of Emily Crane Chadbourne

105

A NYMPHENBURG COMEDIA DELL'ARTE FIGURE OF MEZZETIN DRESSED AS A HARLEQUIN, CIRCA 1760-65

Modelled by Franz Anton Bustelli, holding a monkey wrapped up like a baby, wearing a hat with iron-red zig-zag pattern, a black mask and a Harlequin suit in shades of black, red and yellow, on a gilt-edged scroll-moulded base, 19.5cm high, impressed shield mark to reverse of base (some chips)

£30,000 - 50,000

€35,000 - 58,000

US\$39,000 - 64,000

Provenance:

UK Private Collection, by the 1930s;
Thence by descent

For a discussion of the eight pairs of figures from the Italian Comedy modelled by Franz Anton Bustelli in 1759-70, see K. Hantschmann, *Italienische Komödie*, in K. Hantschmann/A. Ziffer, *Franz Anton Bustelli* (2005), 254-263. This figure of Mezzetin dressed as Harlequin is paired with Lalage, who holds a bowl and a spoon, ready to feed the 'infant' in Mezzetin's arms. See Hantschmann/Ziffer, no. 151, for the example of this figure in the Bayerisches Nationalmuseum, along with other examples recorded in the literature and now mostly in museum collections.



(reverse)





106

A VERY RARE WEESP WHITE ALLEGORICAL GROUP OF 'SPRING', CIRCA 1765

Probably modelled by Nicolas-François Gauron or Christian Gottlob Berger, the lady in draperies leaning on a tree stump, a child seated at her feet holding up a basket with flowers, both figures with underglaze-blue eyes, 14.7cm high, crossed swords and dots in underglaze-blue, incised x (her head restuck)

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900

Another example, also with underglaze-blue eyes, is in the collection of the Rijksmuseum, Amsterdam (inv.no.BK-14559-J). A figure of Winter from the same series was sold in these rooms, 7 December 2017, lot 222.







107

107 *

A SÈVRES DOUBLE-HANDLED TUREEN AND COVER, CIRCA 1770

Pot à oille, painted with scattered loose flower bouquets, on four scroll feet with leaf scroll handles heightened in blue and gilding, the cover applied with vegetable finial of artichokes and a leek, 30cm wide, 29.5cm high (very minor wear) (2)

£1,000 - 1,500
€1,200 - 1,700
US\$1,300 - 1,900

Provenance:

The Property of a Nobleman, Christie's London, 7 October 1985, lot 57;
Acquired by the present owner in the above sale

108 *

A SÈVRES GLASS COOLER, CIRCA 1770

Seau crénelé, painted with bouquets of scattered flowers, blue line borders to the rim and footrim heightened in gilding, the scrollwork handles embellished in blue and gilding, 29.5cm wide, interlaced LL monogram, painter's mark for J.-F.-L. de Laroche and gilder's mark for François Baudouin (père)

£1,000 - 1,500
€1,200 - 1,700
US\$1,300 - 1,900

Provenance:

Property of the Trustees of the Swithland Settled Estates, removed from Swithland Hall, sold Christie's London, 4 December 1978, lot 76 (part);
Acquired by the present owner in the above sale



108



109

109

**A SÈVRES SILVER-GILT-MOUNTED
JUG AND BASIN, DATED 1768-69**

Pot 'à l'eau tourné' et jatte ovale of the first size, painted with scattered loose bouquets of flowers, feathered blue borders to the gilt dentil rims, the handle moulded with scrollwork heightened in blue and gilding, *the jug (with mount): 23.5cm high*, interlaced LL monogram enclosing date letters n and o, painter's marks for Pierre-Joseph Rosset (jug) and Denis Levé (basin), incised marks (minor wear) (2)

£4,000 - 6,000

€4,600 - 7,000

US\$5,100 - 7,700

Provenance:

With Nijstad Antiquairs, Lochen;
Purchased from the above in the 1970s;
Thence by descent to the present owner

110

**A SÈVRES MUSTARD POT AND COVER,
CIRCA 1775**

Moutardier, painted with scattered flower sprays, blue-line borders heightened with gilt dashes to the gilt-dentil rims, the cover applied with a flower finial, *8.5cm high*, interlaced LL monogram enclosing date letter x(?), traces of a painter's mark and incised mark (2)



110

£600 - 800

€700 - 930

US\$770 - 1,000

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.



111 (part lot)

111

A SÈVRES FLOWER VASE, CIRCA 1758-59

Cuvette 'à fleurs unie', decorated with an elaborate gilt floral and foliate scrollwork cartouche enclosing two putti amongst clouds, the reverse with a trophy emblematic of the Arts amongst clouds, the scrolling foliate handles heightened in gilding; together with a pair of later-decorated Sèvres bottle coolers, 29cm across handles, interlaced LL monogram enclosing date letter F in blue, unidentified painter's mark E (rim chip, drilled twice, some wear to gilding) (3)

£1,000 - 1,500

€1,200 - 1,700

US\$1,300 - 1,900

For a full discussion of the shape and a list of the pieces mentioned in the Sèvres sale records, see John Whitehead, 'Les cuvettes à fleurs unies en porcelaine de Vincennes-Sèvres', *Sèvres, Revue de la Société des Amis du Musée National de Céramique*, no. 7, 1998, pp. 41-50. The only cuvette listed which matches the decoration of the present lot is one sold to Lazare Duvaux in 1758, described as *Enfants colorés*.



112

112

A SÈVRES BLEU-CÉLESTE-GROUND CUP AND SAUCER, CIRCA 1785-90

Gobelet 'litron' et soucoupe of the second size, each reserved with a gilt-edged panel painted with a vase of flowers, surrounded by gilt berried foliate garlands, gilt dentil rims, the cup: 6.9cm high, the saucer: 14.2cm diam., interlaced LL monograms and painter's marks for Vincent Taillandier in blue (minor wear to gilding) (2)

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,600

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



113

**A VERY RARE SÈVRES PINK-GROUND CUP,
CIRCA 1759, MOUNTED IN THE 19TH CENTURY**

Probably painted by Louis-Denis Armand (l'aîné), the pink ground reserved with peacock feathers heightened in gilding issuing from two green undulating bands edged with gilt dentil borders, mounted with a foot, handles and a pierced collar, 12.4cm high (handle missing and section restuck)

£4,000 - 6,000

€4,600 - 7,000

US\$5,100 - 7,700

Provenance:

With Thomas Goode & Sons? (paper label to underside)

Only one other piece with this type of decoration is currently known: a teapot with date letter F for 1759 in the collection of the Bowes Museum, Castle Barnard. Another cup and saucer with the same decoration was in the collection of J.E. Nightingale, sold Christie's London, 7-8 December 1911, lot 114 (not illustrated).



Sèvres teapot, 1759, ©The Bowes Museum, Barnard Castle

114 *

A PAIR OF SÈVRES BOTTLE COOLERS FROM A SERVICE FOR MADAME DU BARRY, CIRCA 1770

Seaux à bouteille, possibly painted by Charles-Nicolas Dodin, each side reserved with a gilt-edged circular medallion depicting a seated putto in a landscape with attributes of Music, Poetry, War and Peace, the putto emblematic of Poetry holding a scroll with the inscription 'Ode sur le mariage de M le Dauphin. le 16 May 1770 [Ode on the marriage of the Dauphin. the 16 May 1770], each panel within a band of laurel leaves with berries, further wreaths to the sides connected by trailing berried laurel leaves, all on a turquoise *fond Taillandier*, the scrolling shell handles heightened in gilding, 18.5cm and 18.7cm high, interlaced LL monograms in blue, incised LF and cd(?) (minute chips to tip edges of handles) (2)

£60,000 - 80,000

€70,000 - 93,000

\$77,000 - 100,000

Provenance:

Purchased by Jeanne Bécu, Comtesse du Barry, on 1 September 1770; Acquired by the present owner by 1980

The service was ordered by Madame Du Barry on 1st September 1770 and is included in the inventory of 24 August 1794 of the contents of the château de Louveciennes. See David Peters, *Sèvres Plates and Services of the 18th Century* (2005), II, pp. 435f., for a full discussion of the service, of which twelve plates are in the Royal Collection (acquired by George IV, see G. de Bellaigue, *French Porcelain the the Collection of Her Majesty The Queen* (2009), II, cat. no. 156). A compotier coquille was sold in these rooms, 5 July 2018, lot 204.

The 1770 sale ledgers of the service lists 3 *seaux à bouteille* at a price of 240 livres each. The third *seau à bouteille* from the service was in the collection of Baron Achille Seillière, Chateau de Mello, sold at Sale Galerie Georges Petit, Paris, 9 March 1911, lot 41 (part), then at Christie's London, 6 October 1986, lot 254 and again at Christie's New York, 19 May 2004. A group of similarly decorated pieces not part of the service are also known, some of which were in the same sale in Paris in 1911. Two bottle coolers from this group were sold at Christie's London, 1 July 1985, lot 42, and are now in the Powerhouse Museum (part of the Museum of Applied Arts) in Sydney. The decoration differs in both the size of the panels with putti, which are much larger and fill almost the whole space on each side, and the reserved gilt-edged bands of berried laurel, which have small corners at each junction to the putti panels, instead of a smooth curve. These differences in decoration seem to be consistent within that whole group of similarly decorated pieces.





Sèvres biscuit bust of Madame du Barry, circa 1772, modelled by Augustin Pajou, The Metropolitan Museum of Art, Gift of Ann Payne Blumenthal, 1943

It seems likely that the Comtesse du Barry commissioned the service during her early rise to power at Versailles, when she was establishing her influence and position at court as the new *maîtresse-en-titre*. Due to its small size, it must have been meant for small intimate and influential gatherings, either at Versailles or the Château de Louveciennes, which Louis XV had given her in 1769. At 60 livres a plate it was rather an expensive and opulent purchase, clearly meant as a status symbol demonstrating her importance at Versailles. It therefore does not surprise that at this early stage in her life as the King's favourite, she would have tried to further cement her position and ingratiate herself to the court by including an inscription to the marriage of the Dauphin on a cooler.

Madame du Barry was born Jeanne Bécu on 19 April 1743, the illegitimate daughter of a seamstress in Lorraine. She was considered a great beauty and became a courtesan in the highest circles of Parisian society under the name of Mademoiselle Lange. During this time she befriended the Maréchal de Richelieu who would later become one of her staunch supporters at court. In 1768 Jeanne caught the eye of Louis XV who fell in love with her and arranged her marriage to Comte Guillaume du Barry, so that she would have a title and could eventually become his *maîtresse-en-titre*. During these early stages of her relationship with the King, she found herself up against some strong opposition at court and was ostracised from life at Versailles. Most pronounced was the antagonism of the duc de Choiseul, Minister of Foreign Affairs, who even went so far as to discuss a potential marriage of the recently widowed King with the Austrian Archduchess Elisabeth, eldest daughter of Empress Maria Theresa, with the Austrian ambassador, the Comte de Mercy-Argenteau. Madame du Barry was finally officially presented to the court at Versailles on 22 April 1769 and any plans for the King's remarriage were shelved, as Jeanne took her place as Louis' official mistress. With the help of the Maréchal de Richelieu and his nephew, the duc d'Aiguillon, who were bitter enemies of the duc de Choiseul, she started to cement her position at court.

In the spring of 1770 the duc de Choiseul, who was to fall from grace Christmas of the same year, saw his position strengthened for a short time, as the whole of France prepared to celebrate the royal wedding he had orchestrated: the marriage of the Dauphin to Maria Antonia of Austria, the youngest daughter of Empress Maria Theresa, later known as Marie-Antoinette. To the surprise of many, Louis XV defied convention and invited his still fairly new mistress to what was mainly a family gathering, the royal supper party at the Château de La Muette on 15 May 1770, the night before the wedding. It was the first time the favourite met the new Dauphine and before Marie-Antoinette's well-known antipathy towards the Comtesse du Barry manifested itself. The Dauphine would later not speak to, or even acknowledge the latter's presence, which eventually resulted in the King's complaints to the Comte de Mercy-Argenteau who in turn passed these on to Maria Theresa. After increasing pressure from her mother and the ambassador, she finally indirectly spoke to her on 1 January 1772 uttering the famous phrase: "There are a lot of people today at Versailles."

At the end of April 1774 the King contracted smallpox and Madame du Barry sat at his sickbed until he asked her to leave on 4 May, in the knowledge that he was dying. She left Versailles and retired to the duc d'Aiguillon's estates near Rueil. Louis XV died on 10 May and Madame du Barry was exiled to the Abbaye du Pont-aux-Dames. She was eventually allowed to leave in May 1775 and later able to return to the Château de Louveciennes, where she lived until her arrest during the French Revolution. She was executed on 8 December 1793.



Moreau Jean Michel, le Jeune (1741-1814), Fête donnée à Louveciennes, 2 Septembre 1771, ©RMN-Grand Palais (musée du Louvre) / Michèle Bellot

J.M. Moreau le Jeune 1771





(reverse)



115

115
**TWO ORLÉANS BISCUIT PORTRAIT BUSTS OF
 ROUSSEAU AND VOLTAIRE, CIRCA 1765**

The portrait busts on separate classical socles,
 24.2cm high, incised 33 to one (minor chips) (4)

£800 - 1,200
 €930 - 1,400
 US\$1,000 - 1,500

Traditionally attributed to Tournai, Cyrille Froissart identified the busts as Orléans porcelain in a paper for the French Porcelain Society, see Cyrille Froissart, *The Orléans Porcelain Manufactory: its production of soft paste groups and figures*, in *The French Porcelain Society Journal*, II (2005), pp. 76f and fig.26.



116

116
**FIVE SAINT-CLOUD CUPS AND TREMBLEUSE
 SAUCERS, 1720-40**

Four beakers and saucers with moulded gadrooning and decorated with Baroque underglaze-blue borders, the teacup and saucer with underglaze-blue lambrequin borders, *the tallest: 7.8cm high*, StCT marks in underglaze-blue to two (10)

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





Fig. 1: Sir Andrew Buchanan, circa 1860

117

A VERY LARGE BERLIN PORCELAIN VASE GIVEN TO SIR ANDREW BUCHANAN BY THE KING OF PRUSSIA, CIRCA 1859

'Schinkelsche Sorte', the flared neck finely painted with a continuous scene after Adolf Schrödter depicting 'Triumph des Königs Wein' (Triumph of the Wine King) between burgundy-ground borders decorated with bands of gilt entwined scrollwork and foliage, the burnished gilt rim tooled with a band of false gadroons, the lower body mounted with two gilt-metal bacchic masks and surmounted by a beaded collar supporting the neck, painted after designs by Hermann Looschen with heart-shaped panels reserved on a pale-lavender ground painted with fruiting vines and iron-red scrollwork over a gilt stiff-leaf border, the foot surmounted by a metal collar above the gilt-edged flared top over a band of moulded gilt fruiting vines, the high flared foot with lavender ground, reserved with gilt scrollwork and foliate swags with pendant gilt husks tied with ribbons, the footrim with entwined gilt bands inside the burnished gilt-ground rim tooled with a formal foliate border, 90cm high, sceptre and pfennig marks in underglaze-blue, the footrim inscribed 'E.F.' in blue, the bottom rim of the neck inscribed 'No: 3' in red

£25,000 - 30,000
 €29,000 - 35,000
 US\$32,000 - 39,000

Provenance:

Purchased on 15 December 1859 by King Friedrich Wilhelm IV of Prussia; Given by King Wilhelm I of Prussia to Sir Andrew Buchanan, 1st Bart. (1807-1882), Ambassador Extraordinary and Plenipotentiary to the King of Prussia, in 1864; Thence by descent to the present owner

Exhibited:

London, The International Exhibition, 1 May-1 November 1862

In the mid 19th century, the Berlin porcelain manufactory's most important client - as in the time of Frederick the Great - was the king of Prussia, who took porcelain for state gifts etc. to a value of around 16,000 Thaler every year. This vase was purchased by King Friedrich Wilhelm IV of Prussia (1795-1861) and is recorded in the account books of his private purchases: "15. Dezember 1859: Mit König Wein aus Coul: rund herum nach Schrötter die Lippe oben auf [Gold] u grav: Uber u unter dem Bilde brauner Reif mit [Gold] braun staff: Kante. Bauch u Fuß [Gold] u Coul: Dec: nach Looschen 1 gl Vase Schinkelsche Sr." [15 December 1859: with Wine King in col: all around after Schrötter the rim above in [Gold] and engraved: above and below the picture a brown loop with (gold) brown decoration; border, belly and foot [gold] and col: Dec: after Looschen 1 [?] vase Schinkel sort] (Stiftung Preussische Schloesser und Gaerten Berlin-Brandenburg, KPM-Archiv (Land Berlin), Akte Nr. 354, Rex 1818-1863, p. 154).





Fig. 2: The International Exhibition, 1862

It seems likely that the vase was originally purchased without a specific recipient in mind, or was perhaps not given due to the king's incapacity (his brother Wilhelm acted as regent after 1858 and succeeded him as king in 1861). In any event, the vase was exhibited in London at the 1862 International Exhibition and is clearly visible, along with another large Krater vase, in photographs depicting the Berlin porcelain manufactory's display (Fig. 2). The vases were also noted in the official record of the 1862 Exhibition: "The royal manufactory at Berlin will take the second place among the porcelain works of the Continent [...] Many of the works are very fine - some of the paintings on large vases, plaques, &c., particularly so [...] A pair of large crater-shaped vases are good examples of the German school of porcelain painting. The designs are happy, and the treatment altogether very good" (Record of the International Exhibition 1862, William Mackenzie: Glasgow, Edinburgh and London, 1862, p. 423).

In 1864, the vase formed part of a gift from King Wilhelm I of Prussia to the British ambassador, Sir Andrew Buchanan (Fig. 1), upon the latter relinquishing his posting in Prussia (along with lot 119). Among Sir Andrew's papers in the University of Nottingham is a letter of 16 November 1864 from 1st Earl Russell, then Foreign Secretary in Lord Palmerston's government, to Sir Andrew Buchanan consenting to him accepting the gift of this vase from the Prussian king ("...I have to state to you that I approve of your having accepted the porcelain vase which His Majesty the King of Prussia has been pleased to present you as a mark of his favour and esteem...") [Bu 33/110].

Sir Andrew Buchanan, 1st Baronet (1807-1882), had an extraordinarily long and varied career in the diplomatic service beginning in 1825, when he was attached to the embassy at Constantinople. He subsequently served in Rio de Janeiro, two more times in Constantinople, Washington, St. Petersburg, Florence, the Swiss Confederation, and, in 1853, he was appointed envoy extraordinary to the King of Denmark. He became ambassador extraordinary to the King of Prussia in October 1862, for which he was appointed Privy Councillor. In September 1864, he was appointed ambassador extraordinary to Russia, and was ambassador to Austria from October 1871 until his retirement in February 1878. He was created a baronet in 1878. It is a measure of the importance of the relationship with Great Britain, as well perhaps as the personal esteem in which Sir Andrew Buchanan was held, that King Wilhelm I of Prussia chose such a large and costly vase as a gift. According to the Director of the manufactory between 1850-67, Georg Kolbe, large vases such as the present lot were typically given to the most important recipients, including the emperors of Russia and Austria, the kings of Bavaria, Belgium, Portugal and the Netherlands, as well as numerous other princes (quoted by

E. Köllmann/M. Jarchow, *Berliner Porzellan* (1987), Textband, p. 91). Sir Andrew also received an additional, more intimate gift from the Wilhelm I of a portrait plaque depicting the king together with his consort, Augusta of Saxony-Weimar-Eisenach, their son, Crown Prince Friedrich, and his consort, Victoria, Princess Royal, and their son, Prince Wilhelm (later Emperor Wilhelm II) (lot 119 in this sale).

The design by Karl Friedrich Schinkel (based on the renowned Medici-Krater in the Uffizi collections in Florence) of 1830 for a vase of this form was in the Schinkel-Museum Berlin until 1945 (reproduced by Vasilissa Pachmova-Göres, *Schinkels Wirken für die Königliche Porzellanmanufaktur Berlin*, in *Forschungen und Berichte*, vol. 25 (1985), pl. 47, ill. 14). The vase based on this design was given by King Friedrich Wilhelm III of Prussia to the Russian Emperor Nicholas I in 1834 (now in the Hermitage, St. Petersburg, illustrated by Pachmova-Göres, pl. 47, ill. 13). This vase model was known in the Berlin porcelain manufactory as 'Schinkelsche Sorte' (Schinkel Type) and was produced with various types of decoration and mounts, probably until the 1860s (Pachmova-Göres, p. 155).

Adolf Schrödter (1805-1875) was a painter, illustrator, political satirist and author, who excelled at frieze-like compositions. He entered the Berlin Academy in 1820 and was a student of Wilhelm Schadow at the Düsseldorf Academy from 1829. He was active in Frankfurt a.M. from 1848 to 1854, when he returned to Düsseldorf. He was appointed Professor für Ornamentik at the Technische Hochschule in Karlsruhe in 1859. The series of nine paintings of around 1852 depicting 'The Triumph of the Wine King' illustrating the poem of the same name by C. de Marées are now in the Staatliche Kunsthalle Karlsruhe (inv. nos. 1409/1-8 and 2291). Schrödter apparently did several versions of the same subject, including a series of watercolours (formerly in the National-Galerie, Berlin, missing since 1945), that may have served as models for the Berlin porcelain painter. The watercolours were published in 1870 by Bruckmann in Munich (J. Lauts/W. Zimmermann, *Katalog neuere Meister* 19. und 20. Jahrhundert (1971), p. 232).

Hermann Looschen (1807-1873) was active at the Berlin porcelain manufactory from 1832 and was appointed Senior Painter (*Obermaler*) and, in 1848, succeeded G.W. Völker in charge of decoration. He exhibited at the Berlin Academy between 1839 and 1850, mostly depictions of flowers and fruit.

The significance of the letters 'E.F.' on the footrim of the vase, which are also recorded on other large vases of the 1840s and 1850s, remains a mystery, though they are more likely to be technical specifications to do with the bronze mounts than a signature (S. Wittwer, *Raffinesse & Eleganz* (2007), p. 435).



Adolf Schrödter, Triumph des Königs Wein, circa 1852, ©Staatliche Kunsthalle Karlsruhe
Details of panels 1 - 3 on right, details of vase on left



118

**A VERY RARE BERLIN OVAL PLAQUE DEPICTING
THE PRUSSIAN ROYAL FAMILY, CIRCA 1863-64**

Finely painted with oval portraits of King Wilhelm and Queen Augusta within gilt crowned laurel wreath frames below a gilt Prussian Royal Eagle, a small circular portrait of Prince Wilhelm (later Emperor Wilhelm II) flanked by large oval portraits of his parents, Crown Prince Friedrich and Crown Princess Victoria, all within gilt laurel frames, two crossed leaves at the base of the plaque, in a giltwood frame with trailing flowers and surmounted by a tied ribbon, *the plaque: 27.2cm; the frame: 42cm*, impressed sceptre mark and KPM, incised v

£8,000 - 12,000
€9,300 - 14,000
US\$10,000 - 15,000

Provenance:

Given by King Wilhelm I of Prussia to Sir Andrew Buchanan, 1st Bart. (1807-1882), Ambassador Extraordinary and Plenipotentiary to the King of Prussia, in 1864;
Thence by descent to the present owner

The plaque depicts King Wilhelm I of Prussia (1797-1888) and his consort, Augusta of Saxony-Weimar-Eisenach (1811-1890), together with their son, Crown Prince Friedrich (1831-1888, later Emperor Friedrich III), and his consort, Victoria, Princess Royal (1840-1901), and grandson, Prince Wilhelm (1859-1941, later Emperor Wilhelm II), probably based on photographs. See footnote to lot 117 for a discussion of the gift from the king of Prussia to Sir Andrew Buchanan. No comparable plaques depicting the Prussian royal family appear to be recorded in the literature and the more intimate nature of the gift may be an indication of the regard in which Sir Andrew Buchanan was held by the Prussian king.

119 *

A VERY LARGE FRAMED BERLIN PLAQUE, LATE 19TH CENTURY

Superbly painted by Ehrhardt after Gerrit Dou, signed lower right, in an elaborate pierced giltwood foliate scrollwork frame, *the plaque: 48.4cm by 40cm; the frame: 71cm by 61cm*, impressed sceptre mark, KPM and numeral, incised '18 1/2 - 15 1/2', incised x

£8,000 - 12,000

€9,300 - 14,000

US\$10,000 - 15,000

After the self-portrait of 1647 by Gerrit Dou, *The Painter in his Workshop*, in the Staatliche Kunstsammlungen Dresden, Gemädegalerie Alte Meister.



120 *

A PAIR OF BERLIN PLATES, CIRCA 1830

Each well painted with a dense ground of flowers surrounded by a gilt band, the gilt rims with pale pink-ground borders decorated with a gilt foliate scrollwork, *24.4cm diam.*, sceptre marks in underglaze-blue, eagle and KPM stencilled in brown, impressed numerals 32 and incised III inside footrims (minor wear) (2)

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900

Two plates similarly decorated were sold at Lempertz, Berlin, 30 April 2016, lots 158 and 159.

119



120



Frederik VII of Denmark, circa 1850



Bertel Thorvaldsen (1768–1844) with the Bust of Horace Vernet, 1833 or later, The Metropolitan Museum of Art, gift of Dr Rudolf J. Heinemann

121

A CASED SET OF EIGHTEEN ROYAL COPENHAGEN PLATES WITH CLASSICAL SCENES AFTER THORVALDSEN GIVEN TO SIR ANDREW BUCHANAN BY KING FREDRICK VII OF DENMARK, CIRCA 1850

Each with a circular medallion reserved on the burgundy ground finely painted in imitation of cameo with a classical scene after Thorvaldsen on a puce background, one plate with a profile portrait bust of Thorvaldsen facing dexter, enclosed by a border of pearls within gilt dots reserved on a burnished gilt band, a similar band around the edge of the well, the gilt-edged rim with gilt hexagonal floral motifs, each inscribed on the reverse in black with the subject and 'etter Thorvaldsen' on the reverse in black enamel, in a wooden case with three tiers lined in chamois, the cover with a metal plate engraved with the monogram 'AB' below a coronet, 20.6cm diam., wave marks in underglaze-blue, impressed numerals, seven with painters' marks B. in black and H. in puce, one with painter's mark H. in puce

£10,000 - 15,000
 €12,000 - 17,000
 US\$13,000 - 19,000

Provenance:

Given by King Frederick VII of Denmark to Sir Andrew Buchanan, 1st Bart. (1807-1882), Envoy Extraordinary to the King of Denmark, in 1858; Thence by descent to the present owner

The subject of each plate - with the exception of the portrait plate of Thorvaldsen - is inscribed in black enamel on the reverse followed by 'etter Thorvaldsen:

- | | |
|--------------------------------------|---|
| <i>Thorvaldsen efter Christensen</i> | <i>Amor og Ganymedes</i> |
| <i>Retfardighed</i> | <i>spillende Genier</i> |
| <i>Amor og Venus</i> | <i>Vinter</i> |
| <i>Minerva</i> | <i>Efteraar</i> |
| <i>Hjrdinden med Amoriner</i> | <i>Sommeren</i> |
| <i>Amor med Hunden</i> | <i>Amor paa Svanen</i> |
| <i>Jorden</i> | <i>Rytter of Alexandertoget</i> |
| <i>Jupiter og Diana</i> | <i>Amor Lövebetvinger</i> |
| <i>Natten</i> | <i>Kunsten og den lysbringende Genius</i> |





Bertel Thorvaldsen, Nessus and Deianira



J.V. Gertner, C.C. Hall, 1864

The portrait profile bust of Thorvaldsen is based on the Thorvaldsen Medal of 1838 by Christen Christensen (1806-1845) (fig. 1, Christen Christensen, *The Thorvaldsen Medal obverse: Portrait of Thorvaldsen, 1838*, Thorvaldsens Museum, www.thorvaldsensmuseum.dk). Thorvaldsen's designs were widely known through numerous print series, which probably served as the source for the Royal Copenhagen manufactory.

The architect and Professor at the Royal Academy in Copenhagen, Gustav Friedrich Hetsch (1788-1864), was the guiding spirit at the Royal Copenhagen manufactory during the first half of the 19th century and was likely responsible for commissioning this remarkable set of plates. In 1828, he was engaged by the manufactory as artistic advisor and designer, having recently returned from Paris where he had been an assistant of Napoleon's architect, Charles Percier. Hetsch was responsible for introducing the Empire style to Copenhagen. He visited the Berlin and Sèvres manufactories in 1829, where he made drawings of their designs and sought to emulate the quality and fashionable taste of both manufactories in Copenhagen. Between 1831 and 1843 he published a series of design booklets including porcelain. He was influenced by Karl Friedrich Schinkel and Bertel Thorvaldsen; he met the latter in Rome in 1812. Hetsch initiated the biscuit porcelain reproductions of famous models by Thorvaldsen in 1824, which became a great commercial success for the manufactory from the 1830s and were shown to great acclaim at the Great Exhibition in London in 1851. The opening of the Thorvaldsen Museum in Copenhagen in 1848 further stimulated interest in the sculptor's works and may have the occasion for the commissioning of the present lot.

See footnote to lot 117 for a brief summary of the career of the British diplomat and envoy extraordinary to the king of Denmark between 1853 and 1857, Sir Andrew Buchanan. Sir Andrew was instrumental in the Copenhagen Convention of 1857, by which the Sound Dues - the toll exacted by the Danish Crown from ships passing through the straits of Øresund since 1439 - were abolished. In a letter dated 15th September 1857, Sir Andrew Buchanan wrote to the Foreign Secretary, Lord Clarendon, informing him that the king of Denmark "wishes to present me with a snuff box, a China Vase or some other object, in testimony of his satisfaction with the result of the abolition of the Sound Dues in which I took a part.." and seeking his opinion as to the propriety of accepting such a gift, notwithstanding that Lord Westmoreland and Sir H. W[...]. had both accepted similar gifts from the king [BU 49/1]. In his reply of 21st September, Lord Clarendon wrote that he saw no objection to Sir Andrew accepting the gift (having himself received a tapestry from the French Emperor the previous year), adding, "but don't let it appear in the newspapers if you can prevent it" [BU 5/36]. On 1st November 1858, the Danish Prime Minister and Foreign Secretary, Carl Christian Hall, wrote to Sir Andrew Buchanan, by then posted to Madrid, confirming the gift of a vase decorated with a portrait of the king, as well as thirty-six plates decorated with designs after Thorvaldsen. Hall notes that the gift will be sent via the Danish consul in Hamburg to the consul in Alicante by the steam ship 'Barcelona', requests that Buchanan supply the consul with his address and assures him that the consul will ensure that the gift enters the country free of customs duties (Buchanan Papers, BU 33/69, University of Nottingham).



Fig. 1



(part lot)



122 (part lot)



123

122

A SET OF SIXTEEN ROYAL COPENHAGEN 'FLORA DANICA' PLATES AND SOUP PLATES, SECOND HALF 20TH CENTURY

Each finely painted with botanical specimens, the moulded zig-zag rims with gilt beaded borders, titled in black on reverse, comprising: eight dinner plates and eight soup plates, *the plates: 25.5cm diam., wave marks in underglaze-blue, factory marks stencilled in green, various numerals and letters in green* (16)

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

123

A SET OF TEN ITALIAN PORCELAIN PLATES, MID-19TH CENTURY

Decorated with people in regional Italian costume surrounded by a gilt classical border, the rim moulded with rocailles heightened in gilding, *25.8cm diam. (some flaking and rubbing)* (10)

£800 - 1,200
€930 - 1,400
US\$1,000 - 1,500

Provenance:

The Collection of S.A.R. La Principessa Reale Maria Gabriella Di Savoia;
British Private Collection

124 *

A PAIR OF VIENNA BLUE-GROUND VASES, SECOND HALF 19TH CENTURY

Decorated either later in the factory or outside of the factory, with goddesses holding symbolic attributes, each within a gilt oval panel surrounded by a wide lustrous band embellished with a gilt *caillouté* pattern and formal gilt friezes, applied with gilt and platinum goats' head handles, a lustre and gilt leaf border above the feet, *26cm high*, shield marks in underglaze-blue, impressed 96 (2)

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

125

A MEISSEN NODDING PAGODA, CIRCA 1860-80

After the 18th century model by J.J. Kaendler, sitting cross-legged and wearing belted robes decorated with *indianische Blumen*, with articulated head, tongue and hands, *14.5cm high*, crossed swords mark in underglaze-blue, incised model number 153 and impressed numeral

£3,000 - 5,000
€3,500 - 5,800
US\$3,900 - 6,400

Another example is illustrated in S. and T. Bergmann, *Meissen Figures - Model numbers 1 -3000* (2017), no. 1620.



124



125



126

126

A MEISSEN TUREEN AND COVER FROM THE SWAN SERVICE, THE PORCELAIN PROBABLY CIRCA 1740, THE DECORATION 19TH OR 20TH CENTURY

Moulded with a wave relief, applied with escutcheons flanked by dolphins and garlands of sea shells, coral and flowers, with triton handles, the cover similarly decorated and applied with Venus in her wagon pulled by swans surrounded by putti and dolphins, 48.5cm high, crossed swords mark in blue (some restoration) (2)

£1,000 - 1,500
€1,200 - 1,700
US\$1,300 - 1,900

127

TWO MEISSEN MODELS OF PARROTS, LATE 19TH/EARLY 20TH CENTURY

Naturalistically and brightly coloured, one holding cherries in its beak, each seated on a tree stump applied with leaves, and one with cherries, 31.3cm high, crossed swords marks in underglaze-blue, incised model number 20. to both, impressed numerals (2)

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



127

128

A MEISSEN LARGE MODEL OF A RED KITE, LATE 19TH CENTURY

Modelled by August Ringler, naturalistically coloured in shades of brown, perched on rockwork applied with foliage, 51cm high, crossed swords mark in blue, incised model number F. 151, 12. in black (restoration to beak and wing tips)

£1,000 - 1,500
€1,200 - 1,700
US\$1,300 - 1,900

Ringler first modelled the piece between 1863 and 1865. Another example is illustrated in S. & T. Bergmann, The Art of Meissen Figures - Model Numbers A100 - Z300 (2010), no. 64.



128

NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, and to all persons participating in the auction process including auction attendees, *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as “*Bidders*” or “you”. Our List of Definitions and Glossary is incorporated into this *Notice to Bidders*. It is at Appendix 3 at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

IMPORTANT: Additional information applicable to the *Sale* may be set out in the *Catalogue* for the *Sale*, in an insert in the *Catalogue* and/or in a notice displayed at the *Sale* venue and you should read them as well. Announcements affecting the *Sale* may also be given out orally before and during the *Sale* without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

1. OUR ROLE

In its role as *Auctioneer* of *Lots*, *Bonhams* acts solely for and in the interests of the *Seller*. *Bonhams*' job is to sell the *Lot* at the highest price obtainable at the *Sale* to a *Bidder*. *Bonhams* does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders*. When it or its staff make statements about a *Lot* or, if *Bonhams* provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot*. *Bidders* and *Buyers* who are themselves not expert in the *Lots* are strongly advised to seek and obtain independent advice on the *Lots* and their value before bidding for them. The *Seller* has authorised *Bonhams* to sell the *Lot* as its agent on its behalf and, save where we expressly make it clear to the contrary, *Bonhams* acts only as agent for the *Seller*. Any statement or representation we make in respect of a *Lot* is made on the *Seller*'s behalf and, unless *Bonhams* sells a *Lot* as principal, not on our behalf and any *Contract for Sale* is between the *Buyer* and the *Seller* and not with us. If *Bonhams* sells a *Lot* as principal this will either be stated in the *Catalogue* or an announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue*.

Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into an agreement with you as the *Buyer*. The terms of that contract are set out in our *Buyer's Agreement*, which you will find at Appendix 2 at the back of the *Catalogue*, and this will govern *Bonhams*' relationship with the *Buyer*.

2. LOTS

Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an “as is” basis, with all faults and imperfections. Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. A photograph or illustration may not reflect an accurate reproduction of the colour(s) or true condition of the *Lot*. *Lots* are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the *Hammer Price*). It is your responsibility to examine any *Lot* in which you are interested. It should be remembered that the actual condition of a *Lot* may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and *Lots* may not be authentic or of satisfactory quality; the inside of a *Lot* may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many *Lots* they may have been damaged and/or repaired and you should not assume that a *Lot* is in good condition. Electronic or mechanical items or parts are sold for their artistic, historic or cultural interest and may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity

will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

Any person who damages a *Lot* will be held liable for the loss caused.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

The *Catalogue* contains an *Entry* about each *Lot*. Each *Lot* is sold by its respective *Seller* to the *Buyer* of the *Lot* as corresponding only with that part of the *Entry* which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the *Lot* in the *Catalogue*. The remainder of the *Entry*, which is not printed in bold letters, represents *Bonhams*' opinion (given on behalf of the *Seller*) about the *Lot* only and is not part of the *Contractual Description* in accordance with which the *Lot* is sold by the *Seller*.

Estimates

In most cases, an Estimate is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams*' opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer's Premium* payable or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. Prices depend upon bidding and lots can sell for *Hammer Prices* below and above the *Estimates*, so *Estimates* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Condition Reports

In respect of most *Lots*, you may ask *Bonhams* for a *Condition Report* on the *Lot*'s general physical condition. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. As this is offered additionally and without charge, *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. The *Condition Report* represents *Bonhams*' reasonable opinion as to the *Lot*'s general condition in the terms stated in the particular report, and *Bonhams* does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* any obligation or duty in respect of this free report about a *Lot*, which is available for your own inspection or for inspection by an expert instructed by you.

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales*, without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested 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 equaling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer*'s hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

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

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

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

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

Bidding in person

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

Bidding by telephone

If you wish to bid at the *Sale* by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and Bidding Form, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service offered at no additional charge and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee Bidding Forms can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*, once you have pre-registered to bid or have updated your existing registration details recently. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your *Absentee Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any

such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

Please visit our *Website* at <http://www.bonhams.com> for details of how to bid via the internet.

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

Bidding through an agent

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

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

Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or *Absentee Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the *Catalogue*. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable VAT. At the same time, a separate contract is also entered into between us as *Auctioneers* and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful *Bidder* including the warranties as to your status and source of funds. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the *Catalogue* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale*. It is your responsibility to ensure you are aware of the up to date terms of the *Buyer's Agreement* for this *Sale*.

7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it.

For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* on each *Lot* purchased:

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

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

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

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

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

| <i>Hammer Price</i> | Percentage amount |
|------------------------------|-------------------|
| From €0 to €50,000 | 4% |
| From €50,000.01 to €200,000 | 3% |
| From €200,000.01 to €350,000 | 1% |
| From €350,000.01 to €500,000 | 0.5% |
| Exceeding €500,000 | 0.25% |

8. VAT

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

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

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

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

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and Expenses to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Payments made by anyone other than the registered *Buyer* will not be accepted. *Bonhams* reserves the right to vary the terms of payment at any time.

Bonhams' preferred payment method is by bank transfer.

You may electronically transfer funds to our *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 £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 *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations

and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the ° of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

Lots marked with a 'S5B' 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 arrange.

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

Lots which are lying under Bond and those liable to VAT may not be available for immediate collection.

Examining the wines

It is occasionally possible to provide a pre-*Sale* tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

under the Artists Resale Right Regulations 2006. See clause 7 for details.

- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This *Lot* contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

•, †, *, G, Ω, α see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with 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 | 7.2 | The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not, until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i> . | 8.1.8 | to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds; |
| 4.1 | | The <i>Seller</i> does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the <i>Lot</i> or its fitness for any purpose. | | |
| 4.2 | 7.3 | You should note that <i>Bonhams</i> has reserved the right not to release the <i>Lot</i> to you until its investigations under paragraph 3.11 of the <i>Buyers' Agreement</i> set out in Appendix 2 have been completed to <i>Bonhams'</i> satisfaction. | 8.1.9 | to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and |
| 5 RISK, PROPERTY AND TITLE | 7.4 | You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/ or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements. | 8.1.10 | so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you. |
| 5.1 | 7.5 | You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> . | | |
| | 7.6 | You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i> . All such sums due to the <i>Seller</i> will be payable on demand. | 8.2 | You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you. |
| 5.2 | | Title to the <i>Lot</i> remains in and is retained by the <i>Seller</i> until: (i) the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> in relation to the <i>Lot</i> have been paid in full and received in cleared funds by <i>Bonhams</i> , and (ii) <i>Bonhams</i> has completed its investigations pursuant to clause 3.11 of the <i>Buyer's Agreement</i> with <i>Bonhams</i> set out in Appendix 2 in the catalogue. | | |
| 6 PAYMENT | 8 FAILURE TO PAY FOR THE LOT | | | |
| 6.1 | 8.1 | If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> , the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise): | 8.3 | On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf. |
| 6.2 | 8.1.1 | to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract; | 9 THE SELLER'S LIABILITY | |
| 7 COLLECTION OF THE LOT | 8.1.2 | to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell; | 9.1 | The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> . |
| 7.1 | 8.1.3 | to retain possession of the <i>Lot</i> ; | 9.2 | Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the <i>Sale of Goods Act 1979</i> or otherwise. |
| | 8.1.4 | to remove and store the <i>Lot</i> at your expense; | 9.3 | Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> , |
| | 8.1.5 | to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract; | 9.3.1 | the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the <i>Misrepresentation Act 1967</i> , or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ; |
| | 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 <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof; | | |

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| 9.3.2 | the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> 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; | 10.5 | If any term or any part of any term of the <i>Contract for Sale</i> 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. | 1 | THE CONTRACT |
| 9.3.3 | in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , 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 <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> 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. | 10.6 | References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents and to any subsidiary of <i>Bonhams Holdings Limited</i> and to its officers, employees and agents. | 1.1 | These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i> , being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i> . |
| 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 <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the <i>Occupiers Liability Act 1957</i> , or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law. | 10.7 | The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation. | 1.2 | The Definitions and Glossary contained in Appendix 3 to the <i>Catalogue</i> for the <i>Sale</i> 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 <i>Notice to Bidders</i> , printed in the <i>Catalogue</i> for the <i>Sale</i> , and where such information is referred to it is incorporated into this agreement. |
| 10 | MISCELLANEOUS | 10.8 | In the <i>Contract for Sale</i> "including" means "including, without limitation". | 1.3 | Except as specified in paragraph 4 of the <i>Notice to Bidders</i> the <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> , when it is knocked down to you. At that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i> . |
| 10.1 | You may not assign either the benefit or burden of the <i>Contract for Sale</i> . | 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. | 1.4 | We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i> , unless <i>Bonhams</i> sells the <i>Lot</i> as principal. |
| 10.2 | The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> 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 <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> . | 10.10 | Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> . | 1.5 | Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations: |
| 10.3 | If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> 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. | 10.11 | Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> . | 1.5.1 | we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5; |
| 10.4 | Any notice or other communication to be given under the <i>Contract for Sale</i> 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 <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (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. | 10.12 | Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> 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 <i>Contracts (Rights of Third Parties) Act 1999</i> , 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. | 1.5.2 | subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> and following completion of our enquiries pursuant to paragraph 3.11; |
| | | 11 | GOVERNING LAW All transactions to which the <i>Contract for Sale</i> 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 <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place. | 1.5.3 | we will provide guarantees in the terms set out in paragraphs 9 and 10. |
| | | | APPENDIX 2 BUYER'S AGREEMENT WITH BONHAMS IMPORTANT: These terms may be changed in advance of the <i>Sale</i> of the <i>Lot</i> to you, by the setting out of different terms in the <i>Catalogue</i> for the <i>Sale</i> and/or by placing an insert in the <i>Catalogue</i> and/or by notices at the <i>Sale</i> venue and/or by oral announcements before and during the <i>Sale</i> at the <i>Sale</i> venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any. | 1.6 | We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, <i>Guarantee</i> , warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams' Website</i> , or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i> , if made by us or on our behalf, was (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i> . |
| | | | | 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 <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i> . |
| | | | | 3 | PAYMENT AND BUYER WARRANTIES |
| | | | | 3.1 | Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i> , you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i> : |
| | | | | 3.1.1 | the <i>Purchase Price</i> for the <i>Lot</i> ; |

- 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. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or
- 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 anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the *Seller*, to our satisfaction at our discretion, we shall be entitled to retain Lots and/or proceeds of *Sale*, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.
- 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 Lot in accordance with paragraph 3, and the Lot is moved to any third party's premises, the Lot will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.
- 6 RESPONSIBILITY FOR THE LOT**
- 6.1 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*.
- 7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS**
- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 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; | 8 | CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT | 9.4 | You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> . |
| 7.1.6 | to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof; | 8.1 | Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may: | 9.5 | If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , VAT and <i>Expenses</i> paid by you in respect of the <i>Lot</i> . |
| 7.1.7 | to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so; | 8.1.1 | retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or | 9.6 | The benefit of paragraph 9 is personal to, and incapable of assignment by, you. |
| 7.1.8 | to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full; | 8.1.2 | deliver the <i>Lot</i> to a person other than you; and/or | 9.7 | If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph 9 will cease. |
| 7.1.9 | to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement; | 8.1.3 | commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or | 9.8 | Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> . |
| 7.1.10 | on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us; | 8.1.4 | require an indemnity and/or security from you in return for pursuing a course of action agreed to by you. | 10 | OUR LIABILITY |
| 7.1.11 | refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> . | 8.2 | The discretion referred to in paragraph 8.1: | 10.1 | We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> . |
| 7.1.12 | having made reasonable efforts to inform you, to release your name and address to the <i>Seller</i> , so they might take appropriate steps to recover the amounts due and legal costs associated with such steps. | 8.2.1 | may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and | 10.2 | Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by: |
| 7.2 | You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you. | 8.2.2 | will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim. | 10.2.1 | handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or |
| 7.3 | If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us. | 9 | FORGERIES | 10.2.2 | changes in atmospheric pressure; nor will we be liable for: |
| 7.4 | We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us. | 9.1 | We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9. | 10.2.3 | damage to tension stringed musical instruments; or |
| | | 9.2 | Paragraph 9 applies only if: | 10.2.4 | damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so. |
| | | 9.2.1 | your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and | 10.3.1 | We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise. |
| | | 9.2.2 | you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and | | |
| | | 9.2.3 | within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> . | | |
| | | 9.3 | Paragraph 9 will not apply in respect of a <i>Forgery</i> if: | | |
| | | 9.3.1 | the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or | | |
| | | 9.3.2 | it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed. | | |

10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain 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 *Bonhams* conducting the *Sale*.

"Bidder" Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*.

"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

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

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

"Business" includes any trade, *Business* and profession.

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

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

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

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

"Commission" the *Commission* payable by the *Seller* to *Bonhams* calculated at the rates stated in the *Contract Form*.

"Condition Report" a report on the physical condition of a *Lot* provided to a *Bidder* or potential *Bidder* by *Bonhams* on behalf of the *Seller*.

"Conditions of Sale" the *Notice to Bidders*, *Contract for Sale*, *Buyer's Agreement* and *Definitions and Glossary*.

"Consignment Fee" a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the *Conditions of Business*.

"Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

"Contract Form" the *Contract Form*, or vehicle *Entry* form, as applicable, signed by or on behalf of the *Seller* listing the *Lots* to be offered for *Sale* by *Bonhams*.

"Contract for Sale" the *Sale* contract entered into by the *Seller* with the *Buyer* (see Appendix 1 in the *Catalogue*).

"Contractual Description" the only *Description* of the *Lot* (being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract of Sale* the *Lot* corresponds.

"Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

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

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

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

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

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

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

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

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

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

"Motoring Catalogue Fee" a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.

"New Bond Street" means *Bonhams'* saleroom at 101 New Bond Street, London W1S 1SR.

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

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

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

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

"Purchase Price" the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price* (where applicable), the *Buyer's Premium* and *VAT* on the *Buyer's Premium* and any *Expenses*.

"Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

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

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

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

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

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

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

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

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

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

"VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" *Bonhams Website* at www.bonhams.com

"Withdrawal Notice" the *Seller's* written notice to *Bonhams* revoking *Bonhams'* instructions to sell a *Lot*.

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

GLOSSARY

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

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

"bailee": a person to whom goods are entrusted.

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that
 - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
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Please answer all questions below

1. ID supplied: Government issued ID and (if the ID does not confirm your address) current utility bill/ bank statement. If a corporate entity, please provide the Certificate of Incorporation or Partnership Deed and a letter authorising you to act.

2. Are you representing the Bidder? If yes, please complete question 3.

3. Bidder's name, address and contact details (phone and email):

Bidder's ID: Government issued ID and (if the ID does not confirm their address) current utility bill/bank statement

Are you acting in a business capacity?

Yes No

If registered for VAT in the EU please enter your registration here:

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Please note that all telephone calls are recorded.

| Telephone or Absentee (T / A) | Lot no. | Brief description | MAX bid in GBP (excluding premium & VAT) | Covering bid ★ |
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FOR WINE SALES ONLY

Please leave lots "available under bond" in bond

Please include delivery charges (minimum charge of £20 + VAT)

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE INCLUDING BUYER'S WARRANTIES AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.

Bidder/Agent's (please delete one) signature:

Date:

★ Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

Please email or fax the completed Auction Registration form and requested information to:

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, bids@bonhams.com

Bonhams 1793 Limited. Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.

UK/08/19





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AUCTIONEERS SINCE 1793