

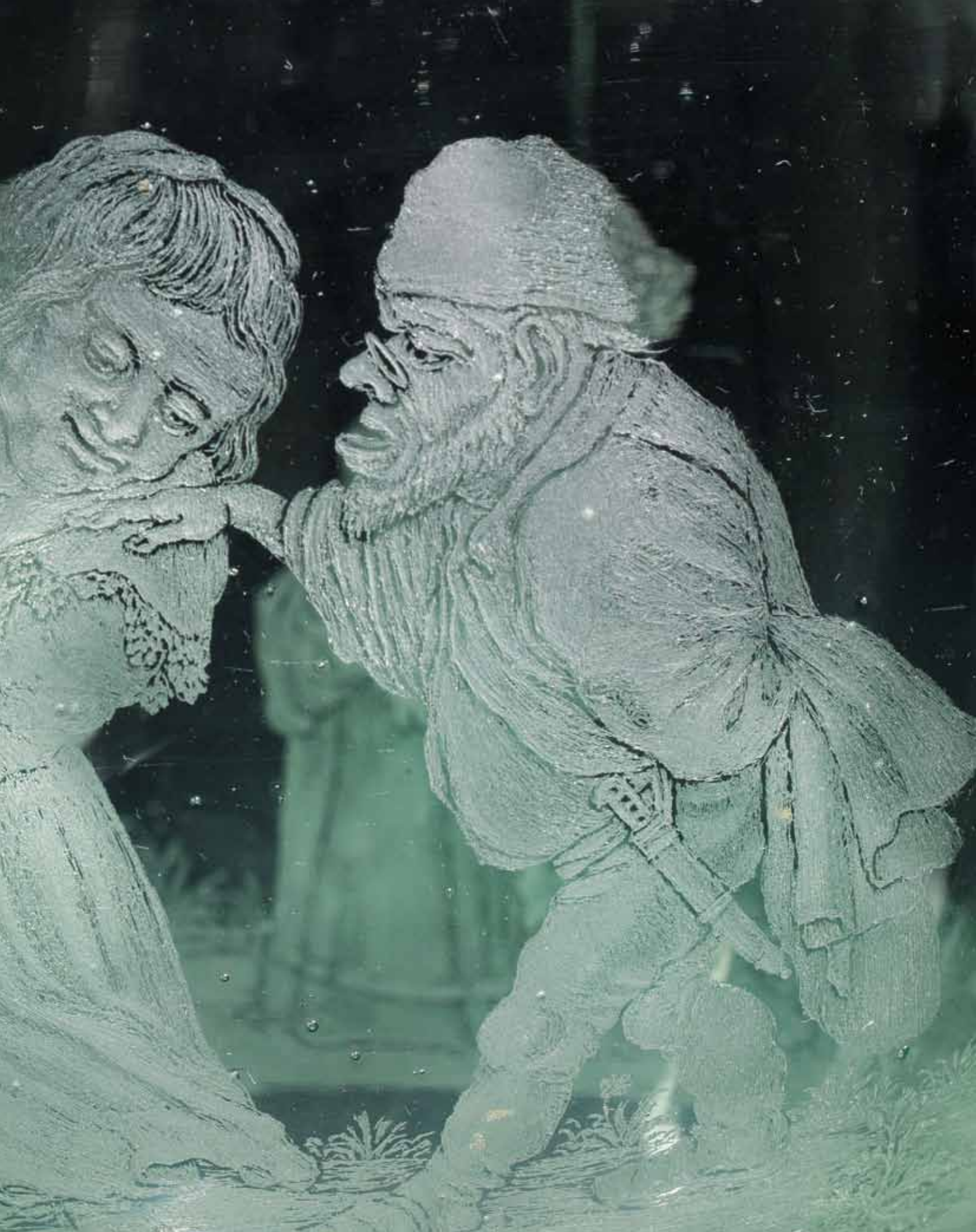


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1793

The Mühleib Collection of European Glass

Thursday 2 May 2013 at 10.30am
New Bond Street, London





The Mühleib Collection of European Glass 1500 - 1850

Thursday 2 May 2013 at 10.30am

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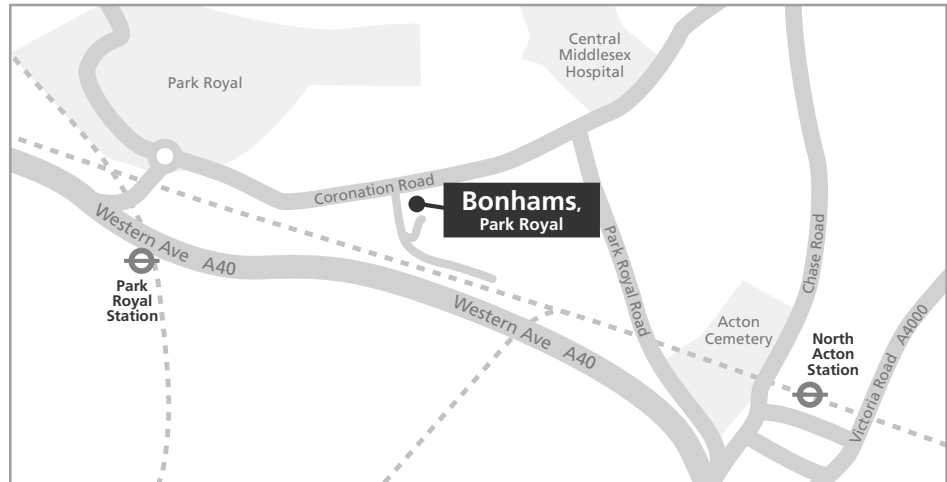
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**The
Mühleib
Collection
of European
Glass**



Dr. Horst Mühleib

Dr Horst Mühleib's early fascination with works of art drew him towards glass collecting some forty years ago. At the end of the 1960's, at the beginning of his career as a dentist, he and his wife were able to travel widely on numerous remote journeys to countries such as Pakistan and Afghanistan, where he began to collect a diverse range of material. Some pieces arrived home in his suitcases, others by ship from cities like Bangkok or Mumbai.

However, he came to glass collecting not through his wide travels but through his visits to a small antiques dealer in his home town of Mülheim, who had quite a lot of pieces on offer, especially from the Biedermeier period. Because the cutting tool could be compared to the drills with which he was working in his job as a dentist, Dr. Mühleib was particularly

interested in cut glass. In this shop lay Brigitte Klesse's catalogue of the world famous collection of Helfried Krug who was also living in Mülheim at that time. Whilst turning the pages of the catalogue, he got the first impression of the diversity of the art in glass. In the following years he assembled a library on glass, visited collections and exhibitions in Germany and overseas, subscribed to auction catalogues and acquired what he liked and could afford.

As his cabinet of glass became ever more crowded Dr. Mühleib decided to become more discriminating. For him, one glass cabinet should be sufficient and it should not hold more than 60 to 70 pieces. Thus, when a new glass was purchased a "weaker" example was discarded. He particularly wanted to exhibit European glass from that of Venice to Biedermeier through single beautiful pieces. After a long time patiently waiting, glasses by Gondelach, Spiller and Schwanhardt found their way in to his glass cabinet, even when their condition was not always perfect.

He is especially proud of his Dutch stipple-engraved glasses but would have loved to have collected more examples from the Liège glasshouses. The Biemann goblet with portraits of three children was his first entry at the higher price segment; collecting became nearly professional and was sometimes really exciting. This was especially the case with the Friederich Winter goblet and cover purchased from the sale of the Krug collection in 1982, the collection which inspired him to enter the collector's world of European works of art. The lot was knocked down to him at this famous sale. He gathered the funds with which to pay for it but the Bank Manager was not always so happy that such a large amount of money was paid for merely a glass goblet and cover. In fact, Dr. Mühleib recalls the manager's jaw dropping when he denied that such an expensive piece was not true rock crystal. However, he still got his funds to continue.

His decision to return the glass to the marketplace was taken for a number of reasons not the least of which is that his daughters have different interests. For Dr. Mühleib, his collection is dynamic, changing its appearance through additions and removals; his collection was completed for himself. This catalogue stands as a reminder of that personal journey through the history of European glass.



1

**A Venetian or South German enamelled and gilt
armorial goblet, early 16th century**

The flared conical bowl decorated with the arms of Haller von Hallerstein and Imhoff on one side and a pair of helmets with elaborate crests on the other, all between yellow scroll and pendant from three parallel concentric gilt bands below the rim, the base of the bowl with a gilt band above a high conical spreading foot with folded rim, 13.5cm high
£15,000 - 20,000
€17,000 - 23,000

The crests are those of two Nuremberg patrician families, Haller von Hallerstein and Imhoff. These arms can be found in the stained glass windows of Nuremberg cathedral.

For an almost identical example see that illustrated by Brigitte Klesse & Axel von Saldern, *500 Jahre Glaskunst, Sammlung Biemann* (1968), no.261, p.308 painted with the arms of Ulrich Starck von Reckenhof (1484-1549) and Katharina Imhoff (1493-1557) who were married on 7 February 1513. Both goblets have the unusual feature of three gilt bands below the rim. See also the example sold at Sotheby's 6 October 1992, lot 3.







2

An early Venetian enamelled and gilt goblet, circa 1500

The slightly waisted bell-shaped bowl painted on two sides with a mythical creature bearing the head and comb of a bird, a long neck and human torso with serpent's tail and dragon's feet, below a gilt band painted with blue dots between two narrow lines of white and red dots, with an applied pincer collar to the base of the bowl highlighted in yellow, the tall conical foot painted with alternating blue and yellow and red and yellow vertical stripes, the foot with folded rim, 13.4cm high

£30,000 - 40,000

€35,000 - 46,000

Provenance:

With Heide Hübner, Würzburg

With Sheppard & Cooper

Literature:

David Battie and Simon Cottle, *Sotheby's Concise Encyclopaedia of Glass* (1991), p.62

For the type see Brigitte Klesse & Axel von Saldern, *500 Jahre Glaskunst, Sammlung Biemann* (1978), p.302, lot 254.

A Venetian goblet, circa 1500, of similar form painted with a coat of arms is to be found in the Rothschild Collection at Waddesdon Manor (see R.J.Charleston and Michael Archer, *Glass and Enamels* (1977), pp.82-86, no.15). A further example in the same collection (*op. cit.*, pp.87-90, no.16) with a similar bowl shape but on an elaborate stem and foot, is decorated with three centaurs of close inspiration. Charleston illustrates an Italian drawing of the centaurs, circa 1465, in the British Museum, in which the extended torsos closely resemble those of the mythological creatures on the present lot. See also the bowl fragment painted with two centaurs in the Gemeentemuseum, The Hague, illustrated by Jet Pijzel-Dommisse and Titus M. Eliëns, *Glinsterend Glas* (2009), pp.62-63, no.78.





3

An early Venetian enamelled and gilt armorial pilgrim flask, circa 1492

The flattened ovoid form with tall slender neck, decorated on both sides with the arms of Bentivoglio within a circular frame of gilt simulated lappets embellished with blue and red dots and four outer petal motifs, the sides decorated with a large lozenge imbricated with scrolls and enamelled dots between two opposing pairs of loop handles, the neck with two gilt imbricated bands flanked by white dot borders, set on a spreading foot with folded rim painted with a simulated blue and white ribbon band, 35.5cm high (gilding worn)

£25,000 - 35,000

€29,000 - 40,000

Provenance:

Lord Astor of Hever, sold at Sotheby's, 18 July 1983, lot 139

This flask may have been made to celebrate the marriage in 1492 of Alessandro Bentivoglio (1476-1532), the third son of the Lord of Bologna, and Ippolita Sforza (1481-1520), daughter of Carlo Sforza, Count of Magenta.





Lorenzo Costa (1460-1535), *The Bentivoglio Family* (detail), 1493. Alessandro is second from the left.

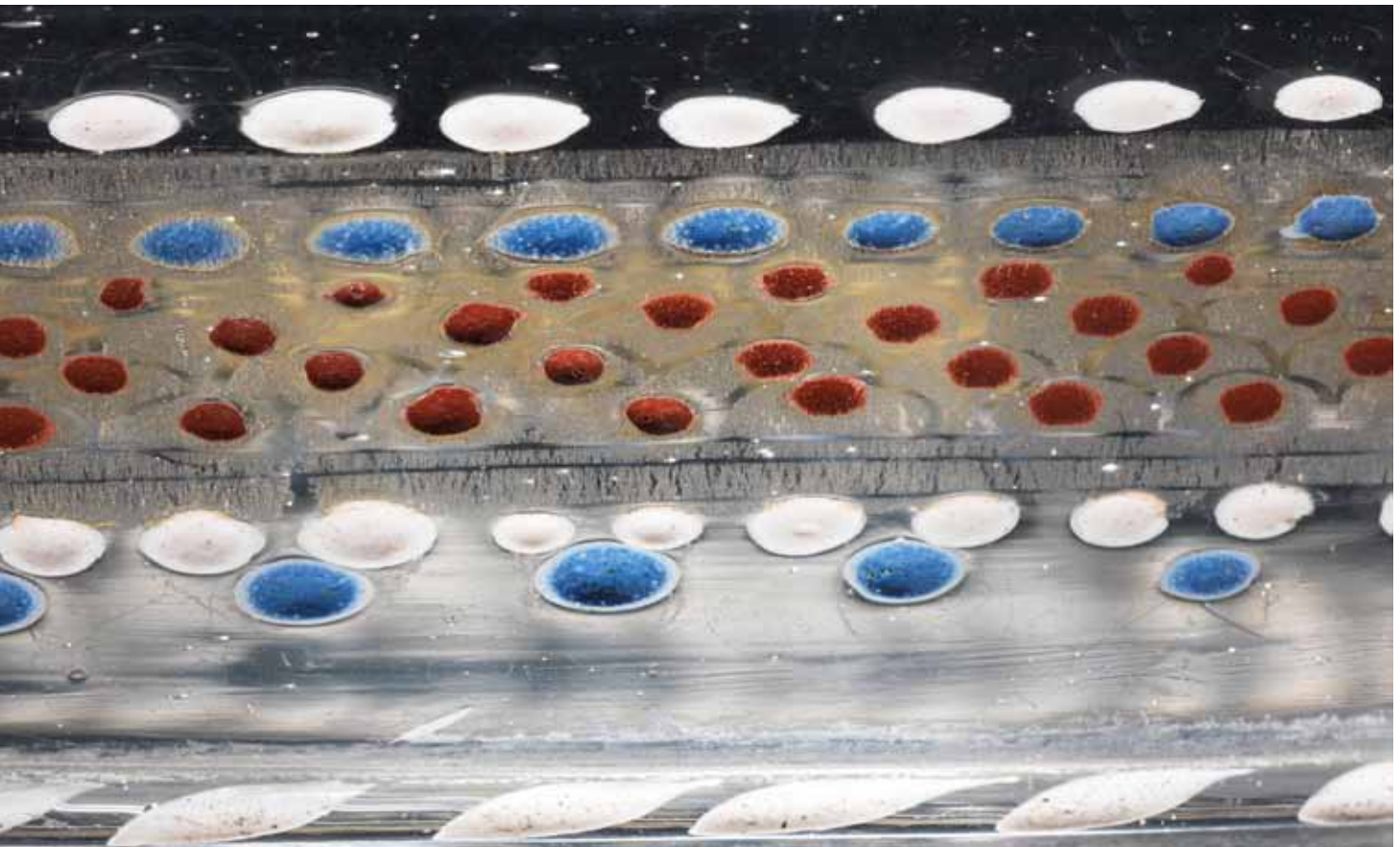


Domenico Ghirlandaio (1449-1494), *Portrait of Ippolita Maria Sforza*, circa 1490

Two similar pilgrim flasks with the arms of Bentivoglio and Sforza can be found in the Museo Civico Mediaeval, Bologna (see A. Gasparetto, *Il Vetro di Murano* (1958), p.83 and fig.21 and G.Mariacher, *Glass from Antiquity to the Renaissance*, p.119, no.54). Another, originally in the Biemann Collection, Zurich, formerly from the Rothschild Collection in Paris, is illustrated in the catalogue *Mille Anni Di Arte Del Vetro A Venezia* (1982), p.87, pl.81.

Flasks of the same form bearing the simulated ribbon or cable band to the foot and gilt and enamel decoration of similar inspiration to the armorial examples cited above are in the Musée du Louvre and in the J.Paul Getty Museum (see C.Hess and T.Husband, *European Glass in the J. Paul Getty Museum* (1997), pp.87-88). A further example was sold at Bailly-Pommery & Voutier, Paris, 10 December 2004, lot 90 and another is in the Rothschild Collection at Waddesdon Manor (see R.J.Charleston and Michael Archer, *Glass and Enamels* (1977), pp.91-3, no.17). These are decorated with a large roundel on each side formed of concentric zones of imbricated design etched in gold leaf and enlivened with blue, red, green and white enamel dots. They also bear lozenge-shaped panels of gold leaf to the narrow sides with similar enamelling.





4

A fine Venetian enamelled and gilt footed bowl, circa 1500

The bowl with moulded radiating ribs enriched in gilding beneath a narrow trail painted with white dashes, a gilt band above with blue and red dots between white and blue dotted borders, on a tall spreading rib-moulded foot, the foot with a trailed band of painted shaded blue and white ovals alternating with red dashes beside the folded rim with brushed gilding, 18.7cm high by 22.1cm diameter

£12,000 - 18,000

€14,000 - 21,000

Provenance:

R.Helyar, his sale, Sotheby's, 12 February 1979, lot 205

For a similar example see Corning Museum of Glass, *Three Great Centuries of Venetian Glass* (1958), no.29





5

A façon de Venise diamond-point engraved, gilt and 'cold-painted' goblet and cover, Court Glasshouse, Innsbruck, circa 1570-91

The deep slightly flared bucket-shaped bowl decorated with a central band enclosing gilt and low-fired enamel foliate panels separated by cross-hatched diamonds, all below a gilt border and diamond-point engraved foliate band, the bowl set on a mould-blown stem with gadroons and lions' masks, flanked by collars, the conical foot with folded rim decorated with false gadroons, the domed cover with baluster finial, 24.6cm high (gilding rubbed) (2)

£30,000 - 40,000

€35,000 - 46,000

Provenance:

The Toso Collection, Venice

The Fritz Biemann Collection, Zürich, sold at Sotheby's, 16 June 1984, lot 49

Exhibited:

Lucerne, 1981, *3000 Jahre Glaskunst*, Kunstmuseum Luzern, no.664

For the type see E.Egg, *Die Glashütten zu Hall und Innsbruck im 16. Jahrhundert*, *Tiroler Wirtschaftsstudien*, 15, Innsbruck (1962), pl.XIX, no.41.

It is interesting to note that an almost identical goblet is in the Frari Church, Venice, recorded as being there from the 16th century in use as a reliquary.

In 1570 Archduke Ferdinand II of the Tyrol founded a glasshouse at Innsbruck with craftsmen from Murano who he had obtained by pressuring the Venetian authorities. The cultured Regent had created the most celebrated cabinet of curiosities of the time at Schloss Ambras, and his interest in glass stemmed from this passion for the rare and curious object, even to the extent of his blowing glass himself. Venetian master glassblowers recorded at Innsbruck include Pietro d'Orso (1571), Salvatore and Sebastiano Savonetti (1573-1578) and Andrea Tudino (1575 and 1583) all of whom had to return to Murano having honoured their contracts.



A façon de Venise diamond-point engraved, gilt and 'cold-painted' vase and cover, Court Glasshouse, Innsbruck or Venice, 1570-90

The shouldered ovoid form divided into two panels, two with medallions cold-painted in red, green and brown and enriched in gilding depicting a helmeted warrior to dexter flanked by panels of diamond-engraved foliate scrolls above engraved entwined ribbon and false gadroons, the shoulder with two moulded engraved bands with traces of gilding enclosing a diamond-engraved laurel wreath entwined with cold-painted ribbon and applied with three gilt moulded raspberry prunts, the neck with a band of red, green and gilt lyre ornament beneath an engraved foliate border, the bowl set on a flattened knob flanked by mereses above a conical foot engraved with false gadroons, the double-domed cover with knopped baluster finial and engraved and gilt ornament, 32.5cm high (flaking to cold-painting and gilding rubbed) (2)
£40,000 - 60,000
€46,000 - 69,000

Provenance:

The Bagnasco Collection, Lugano, sold at Christie's, 28 March 2000, lot 282

Exhibited:

Musée Ariana, Geneva, May-September 1995, no.183

Literature:

Erwin Baumgartner, *Verre de Venise - Trésors Inédit* (Ariana Museum exhibition catalogue, 1995), pp.45 and 49, no.183

In 1570 Archduke Ferdinand II of the Tyrol founded a glasshouse at Innsbruck with craftsmen from Murano who he had obtained by pressurising the Venetian authorities. The cultured Regent had created the most celebrated cabinet of curiosities of the time at Schloss Ambras (the greater part of those objects are now preserved in the Kunsthistorisches Museum in Vienna) and his interest in glass stemmed from this passion for the rare and curious object, even to the extent of his blowing glass himself. Venetian master glassblowers recorded at Innsbruck include Pietro d'Orso (1571), Salvatore and Sebastiano Savonetti (1573-1578) and Andrea Tudino (1575 and 1583) all of whom had to return to Murano having honoured their contracts.

For comparable examples in the Kunsthistorisches Museum, Vienna, see Erich Egg, *Die Glashütten zu Hall und Innsbruck im 16. Jahrhundert*, Tiroler Wirtschaftsstudien, 15, Innsbruck (1962), pl.XIV, nos. 27 and 28; also see Rainer Rückert, *Die Glassammlung des Bayerischen Nationalmuseums München*, vol.I (1982), pl.39, no.147; Egg 1962, pl.XV, no.30 and pl.XVII, no.35; Olga Drahotova, *Europäisches Glas* (1982), p.37, no.12; Rudolf von Strasser & Walter Spiegl, *Dekoriertes Glas* (1989), p.163, no.6 and Attilia Dorigato, *Il Museo vetrario di Murano* (1986), pl.21.

The long accepted attribution to the Court Glasshouse at Innsbruck for this unusual group of glass with its distinctive grey and 'cold-painted' and diamond-point engraved decoration has been questioned and a tentative attribution to Venice suggested, see A.-E.Theuerkauff-Liederwald, *Venezianisches Glas der Veste Coburg* (1994), p.242 and Baumgartner, *op.cit* 1995, p.99 where he notes that the Archduke continued to purchase Venetian pieces after the opening of his own Glasshouse mentioning that in 1575, for example, he acquired "10 vergoldete Deckelpokale" (see Egg, *op.cit.* (1962), p.45).



Ferdinand II, Archduke of Austria, Prince of Tyrol (1529-1595)





7

A fine enamelled and gilt armorial Stangenglas, probably Hall in Tyrol, Glasshouse of Sebastian Höchstetter or Court Glasshouse, Innsbruck, circa 1570-80

The tall cylindrical form of grey tint with gilt band to the base, set on a tall spreading foot with folded rim, painted on both sides with coats of arms incorporating a lion rampant in blue and white enriched with gilding, the lion with a white ribbon bearing the initials IH and MG, the rim with a gilt band imbricated with scales and applied with blue enamel dots between white dotted borders, 28.3cm high, applied paper label indistinctly inscribed
 £40,000 - 60,000
 €46,000 - 69,000

Provenance:

Anon. sale, Sotheby's, 30 June 1980, lot 194
 With Heide Hübner, Würzburg, 1981

For the type see the example from the Mühsam Collection in the Metropolitan Museum of Art, circa 1575, illustrated by Axel von Saldern, *German Enamelled Glass* (1965), p.45, fig.22. See also Brigitte Klesse and Axel von Saldern, *500 Jahre Glaskunst, Sammlung Biemann* (1978), p.309, no.262.





8

A fine façon de Venise gilt large goblet, Hall-in-Tyrol, mid 16th century

Perhaps from the workshop of Sebastian Höchstetter, the flared conical bowl lightly moulded with an overall 'beech-nut' pattern, set on a hollow compressed knob moulded with diamonds highlighted in gilding, between collars, the high conical foot with folded rim, 20.5cm high

£20,000 - 30,000

€23,000 - 35,000

See the similar example with a rib-moulded knob sold at Christie's, 16 October 1990, lot 228.

Further examples are illustrated by Erich Egg, *Die Glashütten zu Hall und Innsbruck im 16. Jahrhundert* (1962), pl.vi, no.12 and pl.vii, no.13 (Kunstmuseum Düsseldorf).

For a fuller discussion of this form and its attribution see A.-E. Theuerkauff-Liederwald, *Venezianisches Glas der Veste Coburg* (1994), pp.207-208, no.185.



9

A South German pewter-mounted latticino tankard, 16th/17th century

In *vetro a retorti*, the baluster form inset with gauze and white ribbon merging into the spreading foot and kick-in base, with an applied clear glass trail to the neck and loop handle, the contemporary domed hinged pewter cover with double-acorn thumbpiece, 23cm high

£7,000 - 9,000

€8,100 - 10,000

Provenance:

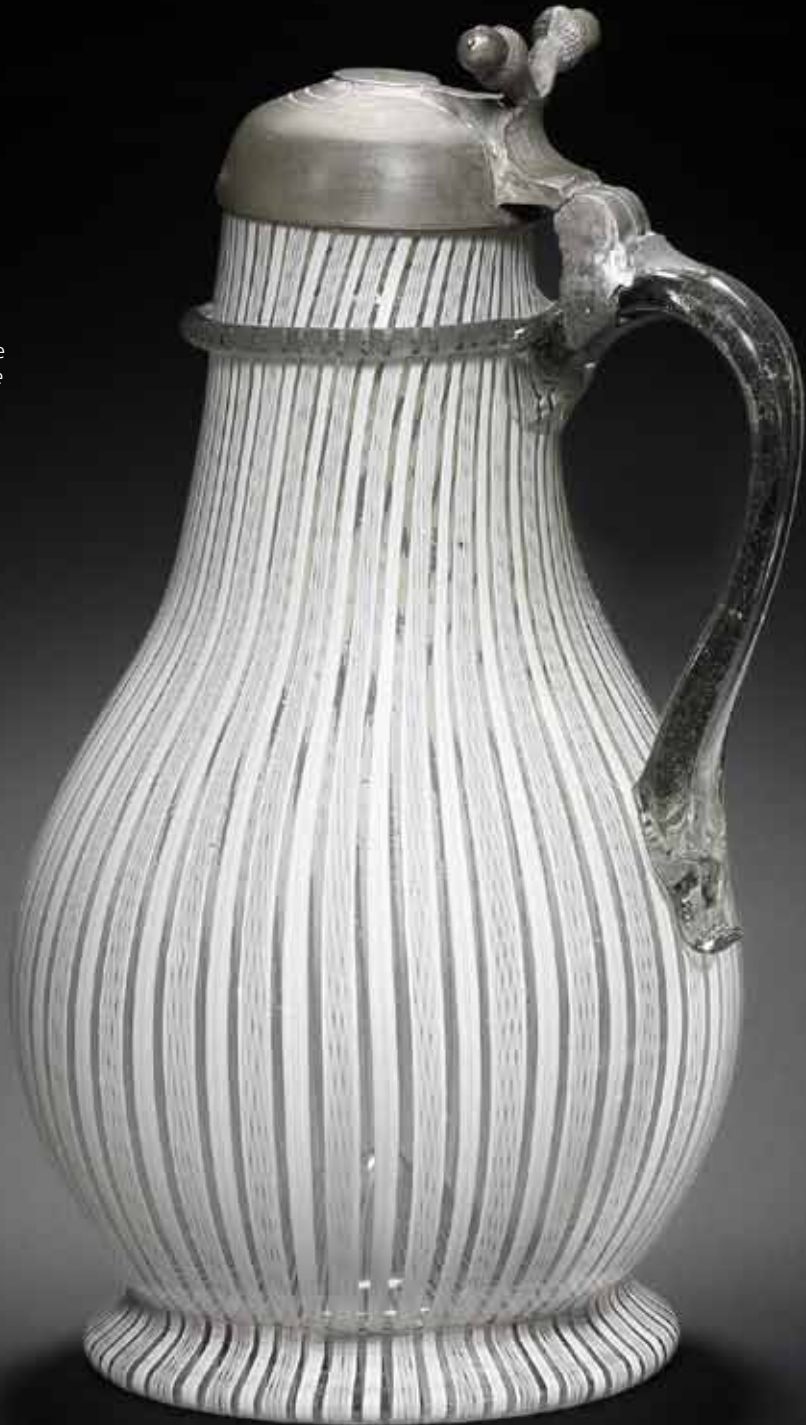
Anon. sale, Christie's, 30 May 1979, lot 236

Anon. sale, Fischer, Heilbronn, 15 October

1988, lot 129

With Heide Hübner, Würzburg, 1988

For a tapering tankard of similar inspiration see Brigitte Klesse and Axel von Saldern, *500 Jahre Glaskunst, Sammlung Biemann*, (1978), no.59



10

A Venetian or façon de Venise latticinio goblet, mid 16th century

The tall cylindrical straight-sided bowl with flared and folded flange at the base and decorated with two horizontal bands in *vetro a retorti* above vertical ribs of gauze cable alternating with white lattimo threads, the stem with a central compressed latticinio knob set between plain sections and mereses, above a spreading conical foot with folded rim in *vetro a retorti*, 26.2cm high

£15,000 - 20,000

€17,000 - 23,000

Provenance:

The Bagnasco Collection, Lugano, sold at Christie's, 28 March 2000, lot 192

The nearest parallel in form and decoration to the present lot would appear to be a reliquary vase and cover in the Museo Vetrario, Murano (see Giovanni Mariacher, *Vetri italiani del rinascimento* (1963), p.5, pl.A) and for goblets with latticinio bowls of similar form see A.-E. Theuerkauff-Liederwald, *Venezianisches Glas der Veste Coburg* (1994), p.279, no.267 and Attila Dorigato, *Il Museo vetrario di Murano* (1986), p.82. Whilst the three elements of the present lot, the bowl, stem and foot, are all found in glass dating to the 16th century, the very pale straw tint of the glass and the method of laying the lattimo threads on the glass rather than being marvered into the metal, this latter method more usually associated with Venice, might suggest a location other than Venice for the manufacture of this rare goblet.





11

A rare Venetian or German façon de Venise opalescent beaker and cover moulded with 'The Triumph of Neptune', circa 1600

The cylindrical bowl moulded with a frieze in relief of Neptune, three sea nymphs, two seahorses and trumpet-blowing Tritons above a continuous band of stylised waves, engraved with a crowned mirror monogram *RLZ* within a laurel wreath on one side, the reverse with a coat of arms, set on three ribbed flattened globular feet, the moulded domed cover with three fish radiating from the centre within waves, surmounted by ball finial engraved with a perching bird, 25.7cm high (damaged, repaired and crizzled) (2)

£2,000 - 3,000

€2,300 - 3,500

Provenance:

With Heide Hübner, Würzburg, 1990

The arms are those of the Barons of Geyer Edelsbach. The family was still living in Lower Austria in the early 18th Century but is now believed to have died out.

The present lot belongs to a group of eight known examples moulded with the 'Triumph of Neptune'. They are all presumed to have been cast from the same mould. However, our example may be one of only two known that sit on three ribbed feet. The other was in the Lanna Collection (sold at Rudolphe Lepke's, Berlin, 28 March 1911, *Sammlung Lanna II catalogue 1605*, p.89, lot 712 and pl.62). Holzhausen was the first to draw attention to these glasses, in 1954, where he has summarised seven of them.

Similar examples are illustrated by Corning Museum, 'Three Great Centuries of Venetian Glass', *exhibition catalogue* (1958), No. 120, pl.106 and *Glass of the Alchemists* (2008), p.83, fig.6. The authors suggest that the glass is from Grazten, Buquoy Glassworks, circa 1680. In a 1685 inventory of opal (Waissl) glass in Buquoy's Vienna store '2 grosses Bächer mit Teckel und Figurn pr. 5 fr' are recorded (published in Hirsch 1936, p.60).

For a similar uncrizzled 'opal' glass example in the British Museum see Hugh Tait, *Five Thousand Years of Glass* (1991), pp.165-166, pl.211, made in a three-part mould with a continuous frieze depicting a Marine Triumph in the Italian Renaissance manner. The unusual cover has three dolphins moulded in high relief, Venice or Façon de Venise, 16th/17th centuries, also illustrated in *The Golden Age of Venetian Glass* (1979), no. 177, pl.178 and col. pl.13.

The Dresden beaker is recorded in an inventory of Schloss Pillnitz in 1734 as "Ein blaulichter Willkommen mit Figuren..." and is identical with "Groß antiqvisch Becher Glass, mit einer Stürtze, aufm Glass, sind unterschiedene erhabene Figuren, als Meer-Pferde und Syrenen...", the gift of the Privy Kammerdiener Steinhauer from Weißenfeld to Augustus the Strong in 1731.

See also Sabine Baumgärtner, 'Glaskunst vom Mittelalter bis zum Klassizismus, catalogue of the Focke-Museum, Bremen (1987), no.46 Rudolf Strasser and Walter Spiegl, *Dekoriertes Glas: The Collection of Rudolf von Strasser* (1989), p.120, pl.128 Walter Holzhausen, 'Sächsische Gläser des Barock', *Zeitschrift für Kunstwissenschaft* 8 (1954), p.106ff, pl.9





12

A Bohemian enameled and gilt Reichsadlerhumpen, dated 1614

The tall cylindrical form painted in tones of reddish-brown with the crowned Imperial double-headed eagle, an orb on its breast, the wings supporting the shields of the provinces of the Holy Roman Empire, inscribed above *Das Heilige Römische Reich mitt sampt seinen gliedern 1614*, below a gilt band applied with green enamel dots flanked by white dot line borders, the applied trailed foot with white dashes, high kick-in base, 34cm high, applied paper archive label to rim

£7,000 - 9,000

€8,100 - 10,000

Provenance:

Anon. sale, Sotheby's, 16 February 1981, lot 103

Literature:

Art at Auction, Sotheby's, 1981, col.pl., p.231

See Axel von Saldern, *German Enameled Glass* (1965), p.66 for a discussion of Imperial eagles painted in iron-red rather than the usual black.

13

A Bohemian enamelled and gilt

Apostelhumpen and cover, 17th century

The tall cylindrical form of greenish tint painted with two rows of the twelve apostles on grassy mounds, each numbered and with his attributes, titled above, each zone outlined in blue, yellow and red, below a band of imbricated gilding embellished with green dots between borders of smaller blue and white dots, the applied footring painted with dashes, high kick-in base, the double domed cover with knopped finial, inscribed EWIG GOT MEIN TROST within line borders, the folded rim painted with dashes, 43.5cm high (gilding extensively rubbed and some losses to the enamels) (2)

£6,000 - 8,000

€6,900 - 9,200

Compare with that illustrated by Axel von Saldern, *German Enamelled Glass* (1965), pp.304-305, no.42





14

A Bohemian enamelled and gilt Kurfürstenhumpen, circa 1600

The tall cylindrical form of greyish tint decorated with the Holy Roman Emperor enthroned and holding a sceptre and orb, flanked by the three spiritual and four temporal Electors, each named and with a shield of arms, inscribed above *An Zeigung Der Romischen Keiserlichen Mayestat Sampt den siben Curfürsten in ihren Kleidung ampt und Sitz*, below a gilt band picked out in red and blue dots within white and blue dotted-line borders, inscribed below in panelled zones: *Also in aller Irer Ornad Sitzt kaiserliche Mayestad Sampt den siben Curfürsten gutt Wie den ein Jeder sitzen Thutt In Curfürstlicher kleidung fein Mitt der an Zeugung des ampts sein/ Der konig in Behem der ist des Reichs Ertzschenck zu aller frist hernach der pfaltzgrauff bei den Rein des heiligen Reichs truchses thut sein/ Der hertzog zu Sachsen geborn Ist des Reichs Marschalck auserkorn Der margraff von Brandenburg gutt Des Reichs Ertzkemer sein thutt/ Der Ertzbischoff zu Mentz bekand Ist Cantzler in dem deutschen land so ist der Bischoff von Coln gleich auch Cantzler in gantz franckereich Darnach der Ertzbischoff zu trier Ist Cantzler in welschn Refier*, the applied trailed foot with white dashes, kick-in base, 29.2cm high
 £7,000 - 9,000
 €8,100 - 10,000

Provenance:

Anon. sale, Dorotheum, Vienna, 27-29 February 1936, lot 626
 The Fritz Biemann Collection, Zürich

Literature:

A. von Saldern and B.Klesse, *500 Jahre Glaskunst. Sammlung Biemann* (1978), p.321, no.278, fig.

For a very similar example, dated 1590, see that in the Boston Museum of Fine Arts, illustrated by Axel von Saldern, *German Enameled Glass* (1965), p.68, fig.56.





15

An early Bohemian enamelled Stangenglas with Sacrifice of Isaac, dated 1591

The tall narrow cylindrical form decorated with the kneeling figure of Isaac, Abraham holding a sword to one side and an angel in clouds above, flanked by a goat before a tree and a smoking two-handled vase, the reverse with stylised lily-of-the-valley, between line banding, the rim with a gilt band between rows of blue and white dots, the high foot with white dotted border above a folded everted rim, kick-in base, inscribed 'v.d.Leren' in white under the foot, 30cm high (crack to base of bowl)

£1,000 - 1,500

€1,200 - 1,700

16

A Bohemian enamelled armorial Stangenglas, dated 1589, probably early 17th century

Of dark tint, the tall cylindrical form painted with a coat of arms surrounded by scrolling mantling, surmounted by gilt flowers issuing from scrolled horns above a crowned helmet, flanked by the date 1589 and inscribed on ribbon cartouches above and below GOTTES SEGEN ZU MEINEM LEBEN/HAS ÖGARTER ZU RALNTEN, the reverse with a stylised flower-spray, the border with a gilt band embellished with a zig-zag pattern of dots, kick-in base, the high cylindrical foot with folded everted rim divided from the bowl by a gilt band, 34.5cm high

£5,000 - 7,000

€5,800 - 8,100

Provenance:

The Spitzer Collection, *Catalogue des Objets d'Art et de Haute Curiosité* (1893) vol.II, no.2022

William Randolph Hearst Collection, California Los Angeles County Museum, sold at Christie's, 14 June 1983, lot 199

It has been convincingly suggested that the date 1589 is a later addition.





17

A rare Bohemian enamelled tankard with pewter mount, painted with the Crucifixion, late 16th century

The tapering cylindrical form of greenish-tint with applied footring, painted below a trailed band with the Crucifixion, Christ nailed to the Tree of Life or vine with bunches of grapes, flanked by the Virgin and St. John, the reverse with stylised leaf scrolls, the rim with a band of white dotted rosettes between blue and white dot borders with traces of gilding, an applied loop handle fitted with pewter cover and globular thumbpiece, kick-in base, 27cm high, (the coloured trail lacking)

£1,000 - 1,500

€1,200 - 1,700

Provenance:

Anon. sale, Sotheby's, 30 June 1980, lot 213
With Heide Hübner, Würzburg

For comparable examples see Brigitte Klesse & Axel von Saldern, *500 Jahre Glaskunst*, nos. 266 and 287, possibly by the same hand. A similar flask, dated 1574 is in Stuttgart - see Clementine Schack, *Glaskunst* (1973), p.214; another with the Risen Christ in the Ernesto Wolf Collection, is illustrated by Brigitte Klesse and Hans Mayr, *European Glass 1500-1800* (1987), no.41, dated 1572; an undated example with the Crucifixion can be found in the Kunstgewerbemuseum, Prague, see Walter Bernt, 'Religiöse Darstellung auf alten Hohlgläsern', *Die christliche Kunst*, XXX no.2 (1933), p.44, ill.p.47.



18

A Bohemian pewter-mounted and enamelled flask, dated 1590

The globular form of bluish-green tint painted with the kneeling figure of Samson holding an animal's bone from which flows water, inscribed SAMSON 1590, the reverse with lily-of-the valley, applied on the shoulder and below the rim of the tall cylindrical neck with two light-blue circular trails, inscribed 1*5*9*0* below a wavy border, the rim with the remains of a gilt band between two white dotted line borders, over an everted double-walled foot, the scroll handle with hinged cover with acorn finial, kick-in base, 19.8cm high (handle restuck)

£1,500 - 2,000

€1,700 - 2,300

The image is taken from the Old Testament (Judges 15:14-19) and relates to Samson's slaying of the Philistines by wielding an ass's jawbone. According to the Biblical story, he slew a thousand of them until they lay 'heaps upon heaps'. After this labour God caused water to flow from the jawbone for him to quench his thirst. The curious incident of water flowing from the bone has been explained as a mistranslation. In the original Hebrew Samson drank from a spring whose name signified 'jaw'.

19

A Bohemian enamelled square flask with pewter cover, dated 1599

The tall square-section form painted on one side with the risen Christ, one arm extending in blessing, the other holding a crucifix and banner, standing on the sarcophagus, the date 1599 above, the remaining sides painted with lily-of-the-valley, the neck with a pewter mount and screw cap, the shoulder with dotted borders, 21.5cm high
£3,000 - 5,000
€3,500 - 5,800

Provenance:

Altes Kunstgewerbe, sold at Weinmüller, Munich, 5-6 December 1956, lot 103
The Helfried Krug Collection, sold at Sotheby's, Part II, 7 December 1981, lot 283

Literature:

Brigitte Klesse, *Glassammlung Helfried Krug* (1965), pp.158-159, no.120

20

A Bohemian enamelled Passglas with animal friezes, dated 1685

The slightly flaring cylindrical form divided into four zones by white lines enclosing traces of gilding and painted to the interior and exterior, the upper zone with a girl holding a goblet and flowers, the next with a stag, the third with a running hare and the fourth with a wild boar, each flanked by castles and trees, the reverse with calligraphic inscriptions referring to the pleasures of drink, the everted double-walled foot with a further inscription and the date 1685, kick-in base, 22.2cm high
£2,000 - 3,000
€2,300 - 3,500

Provenance:

The Campe Collection, Hamburg
The William Randolph Hearst Collection, California
Los Angeles County Museum of Art, sold at Christie's, 14 June 1983, lot 188

For another Passglas painted with a similar theme see Axel von Saldern, *German Enamelled Glass* (1965), p.144, fig.258.





21

A German enamelled Stangenglas with the arms of Schoenberg and Schulenberg, possibly Saxon, circa 1590

The slightly tapered tall cylindrical form of greenish tint decorated with quartered arms below a crowned helmet, the figure of a man holding the legs and talons of an animal above, inscribed 1590, the reverse with a crowned shield and lion rampant below mantling, a demi-lion crest above, below a gilt band with beaded chevrons, between blue and white dotted borders, applied footring and kick-in base, 31.4cm high

£3,000 - 5,000

€3,500 - 5,800





22

A Bohemian enamelled blue-tinted tankard with pewter mount, mid 17th century

The slightly tapering cylindrical form painted in opaque-white below a narrow trail with two opposed decorative panels consisting of rosettes and floral sprays, between white-line and decorative borders to the flared base, the applied loop handle with pewter thumbpiece and hinged cover inscribed A.R and dated 1663, kick-in base, 16cm high
£5,000 - 7,000
€5,800 - 8,100

Literature:

Axel von Saldern, *Enamelled Glass* (1965), pp.179-180, fig.328.
Brigitte Klesse, *Glassammlung Helfried Krug* (1973), pp.78-79, no.522

See Rainer Rückert, *Die Glassammlung des Bayerischen Nationalmuseums München, Band 1* (1982), col.pl.XI, and p.99, no.174, and p.101, no.178 for two mugs with similar decorative treatment, dated 1646 and 1654, respectively.

Provenance:

F.Bodenheim Collection, Amsterdam

With the Nijstad Galleries, The Hague (circa 1965)

Helfried Krug Collection, sold at Sotheby's, Part II, 7 December 1981, lot 284



23

A Saxon enamelled amethyst-tinted armorial Hofkellerei beaker, 1680-1691

The slightly waisted flared form painted with the arms of Saxony between tied leaf fronds, inscribed above I.G.D.3.H.Z.S.I.C.V.B.C. (Johann Georg der 3. Herzog zu Sachsen, Jülich, Cleve and Berg, Churfürst) below a narrow gilt band between two white dotted bands, the base applied with a footring painted with dashes, kick-in base, 14.4cm high (gilding rubbed and some wear to enamels)

£3,000 - 5,000

€3,500 - 5,800

Johann Georg III (1647-1691) was Prince-Elector of Saxony from 1680 to 1691. A very similar example, in the Museum für Kunst und Gewerbe, Hamburg, illustrated by Axel von Saldern, *German Enamelled Glass* (1965), p.204, fig.363. See also the example, lacking the dashes to the footring, illustrated by Gisele Haase, *Sächsisches Glas* (1986), p.49, fig. and p.307, no.57.



Johann Georg III, Prince-Elector of Saxony



24

A rare Nuremberg 'Schwarzlot' armorial beaker by Johann Schaper, circa 1665

Signed, the slightly flared cylindrical form with rounded base, decorated in dark brown enamel with the arms of Amman within a circular line panel, the remainder painted with a continuous landscape of a ruined castle and other buildings on the seashore with ships drying their sails in the background, 8.5cm high painted with the initials IS (body warped)
£7,000 - 10,000
€8,100 - 12,000

Provenance:

The Fritz Biemann Collection, Zürich, sold at Sotheby's, 16 June 1984, lot 92

Exhibited:

Düsseldorf, Städtische Kunsthalle (1968): 'Meisterwerke der Glaskunst aus internationalem Privatbesitz', no.165
Luzern, Kunstmuseum (1981): '3000 Jahre Glaskunst von der Antike bis zum Jugendstil, bearbeitet von Martin Kunz', no.759

Literature:

B.Klesse and A.von Saldern (1978), p.11, fig.3 and cat.no.68
H.Bosch, *Die Nürnberger Hausmaler* (1984), p.79, no.39
J.Siebmacher, *Johann Siebmacher's großes und allgemeines Wappenbuch in Verbindung mit Mehreren hg. von Otto Titan von Hefner, Nürnberg 1854-1936*, Bayerischer Adel, Edelleute, p.66ff, pl.72

The Augsburg patrician family of Amman were ennobled in 1623. Another beaker with the arms of Amman (in polychrome enamels as well as 'Schwarzlot') and landscape was in the Mühsam Collection (see R.Schmidt, *Die Gläser der Sammlung Mühsam I* (1914), no.338), also an initialled beaker formerly in the Schick Collection sold at Sotheby's, 4 May 1939, lot 64. For a comparable signed beaker and cover, see R.Rückert, *Glassammlung des Bayerischen Nationalmuseums, München*, vol.II (1982), no.584.

Johann Schaper (1621-1670) was one of the leading exponents of the technique of Schwarzlot decoration in Nuremberg.





25

A Nuremberg 'Schwarzlot' enamelled beaker with satirical scenes, circa 1680

The cylindrical form with rounded base decorated in sepia-brown with five figures in a continuous landscape scene with a church within shrubbery, to the left of which is a mendicant friar turning his back on a monkey wearing a pair of spectacles on its buttocks and looking at a mirror between its legs, the second group comprising a fool carrying a woman on his shoulders, followed by a hunchbacked dwarf in the manner of Jacques Callot hosing the naked buttocks of the woman with a rectal syringe, 7.1 cm high

£6,000 - 8,000

€6,900 - 9,200

Provenance:

The Gustav Seligmann Collection, Coblenz and Cologne, sold at Cassirer-Helbing, Berlin, 27-28 March 1928, lot 66

The H.Schiftan Collection, Vienna, sold at the Dorotheum, Vienna, 27-29 February 1936, lot 520

The Siegfried Kramarsky Collection, New York

The Hans Cohn Collection, Los Angeles

Literature:

Corning Museum of Glass, *Journal of Glass Studies*, 10 (1968), p.186, pl.38

Axel von Saldern, *Glas von der Antike bis zum Jugendstil. Sammlung Hans Cohn, Los Angeles* (1980), no.227b

Helmut Bosch, *Die Nürnberger hausmaler* (1984), p.447, p.359



The loose connection of the decoration on the present lot reveals no strict thematic approach, but may represent the idea of universal human folly. A popular caricature of ridiculous vanity is illustrated by the monkey who looks at his buttocks. The presentation of a monkey in contemporary satire was found originally in a card-game by Virgil Solis' (1514-1562) (compare with Ilse O'Dell-Franke, *Engravings and etchings from the workshop of Virgil Solis* Wiesbaden, 1977, cat. No. F 92, pl.63; compare also with E. Diederichs, 'Deutsches Leben der Vergangenheit' in *Bildern*, II, Jena 1908, pl.1150).

The sketches of grotesque dwarves by the Baroque printmaker Jacques Callot (circa 1592-1635) provided the inspiration for the hunchbacked figure on the present lot (see the image below taken from *Varie figure gobbi, di Iacopo Callot*, published Nancy 1621-1625). The Nuremberg Schwarzlot decorator, Johann Schaper (1621-1670), also drew on Callot's drawings and prints for the decoration on his glass.





26

A Nuremberg Schwarzlot and polychrome enamelled triple-bun footed beaker, circa 1680

The straight-sided form with rounded base and three bun feet, painted with a continuous landscape scene with ruined buildings, a lake, trees and two walking figures, 7.1cm high (one bun foot replaced)

£1,000 - 1,500

€1,200 - 1,700



Although the decorator of the present lot is currently unknown there are some similarities with the work of Johann Ludwig Faber (fl.1678-1693), a pupil of Johann Schaper. The stylistic treatment of the water, the depiction of the figures and other elements all bear close comparison with examples previously attributed to Faber (see Helmut Bosch, *Die Nürnberger hausmaler* (1984), pp.336-337, nos. 269 and 270 and p.342, no.273

27

A Silesian Schwarzlot enamelled beaker with two birds, attributed to Ignatz Preissler, Kronstadt, circa 1720-30, possibly later

The flared cylindrical form with slightly everted rim, painted on one side with a standing eagle holding a snake in its left claw, the reverse with a heron holding an egg, all on grassy swards with shrubbery, a butterfly to one side, cut with a band of oval and flutes around the base, 9.7cm high

£1,500 - 2,000

€1,700 - 2,300

Provenance:

Anon. sale, Fischer, Heilbronn, 30 November 1991, lot 2028

With Heide Hübner, Würzburg, 1991

28

A small and rare Saxon cold-enamelled flask, Dresden, circa 1730

The compressed form lightly painted principally in green and white with details in iron-red and gilding, on one side a quasi-heraldic motif flanked by two monkeys, a crown on the neck, the body with three Indian or Oriental figures in profile, one holding a flaming heart, the other kneeling and shaded by an attendant with a parasol, the reverse with a peacock and a monkey climbing a tree, shallow kick-in base, 8.9cm high

£1,000 - 1,500

€1,200 - 1,700

Provenance:

Collection of Dr. M. Strauss, Vienna, where it was sold at auction January 1922, Cat. no. 35

The Jacques Mühsam Collection, 1926

Anon. sale, Sotheby's, 7 March 1977, lot 239

Fischer Auctions, Heilbronn, unknown, lot 339

Literature:

Robert Schmidt, *Die Gläser der Sammlung Mühsam* (1926), p.32, no.114.

Brigitte Klesse and Hans Mayr, *European Glass 1500-1800 The Ernesto Wolf Collection* (1987), p.42, fig.62 and no.54

The flask comes from a small rare group of similarly decorated pieces. Three lots in the Sharpe-Erskine Collection, sold at Sotheby's, 26 June 1978, lots 27-29, two wine glasses and a beaker, and an armorial goblet and a beaker in the Victoria and Albert Museum are other pieces that have been noted, originally thought to be Thuringian, circa 1730. Further examples of the style and technique are to be found in the Museum für angewandte Kunst, Vienna.



Robert Schmidt posited the theory that this rare group of glass was originally produced in Austria, *op.cit.*, p.26. However, the latest research on this group, undertaken by Prof. Rudolf von Strasser in the seminal work on his collection, indicates that the work is probably that of an anonymous *Hausmaler* working in Dresden. A beaker with this decoration, now in the Kunsthistorisches Museum, Vienna, is illustrated by von Strasser *Licht und Farbe* (2002), pp.129-131, no.69. For a further discussion of the present lot see Klesse and Mayr, *op.cit.*, pp.43-45.

When it was first offered in 1977 it was mentioned that the use of Indian rather than Chinese imagery recalls Dinglinger's masterpiece made for Augustus the Strong of Saxony, 'The Princely Household at Delhi on the Birthday of the Great Mogul Aurangzeb', in the Green Vaults at Dresden. The work was originally attributed to Martin Schnell, whose work is known on Böttger stoneware and on furniture; see W. Holzhausen, *Lackkunst in Europa* (1958), pp.162 et seq.





29

A rare Dresden engraved silver-gilt mounted armorial Rubinglas teapot, Dresden, circa 1713-18, the mounts circa 1750

The compressed globular form with short cylindrical neck and applied S-shaped spout, decorated on one side with the cypher AR within tied oak and olive leaf fronds, surmounted by a crown, the other side with Royal arms of Saxony and Poland surmounted by a crown and flanked by oak leaves and olive fronds, with silver-gilt foot, hinged cover and handle with foliate scroll, 9.4cm high, the foot marked for Schwerino Bergkstädt, Dresden, Master 1749-1772

£3,000 - 5,000

€3,500 - 5,800

Provenance:

Anon. sale, Sotheby's, 10 February 1986, lot 178

Literature:

Dedo von Kerssenbrock-Krosigk, *Rubinglas des ausgehenden 17. und des 18. Jahrhunderts* (2001), p.224, no.282

For two identical examples: in the Germanisches Nationalmuseum, Nuremberg and in a private collection respectively, see von Kerssenbrock-Krosigk, *op.cit.*, p.224, no.281, fig and no.283. The author suggests that as all three teapots bear the same characteristics it is likely that they come from the same service. He also proposes (*op.cit.*, pp.107-108) that with the mounts dating to the 1750s the teapots were produced after this date.



Lot 29 (detail)

However, Sabine Baumgärtner, *Sächsisches Glas* (1977), pp.82-84 has previously argued that the glass may have been made circa 1713-18 by Johann Böttger. Böttger experimented with glass recipes at the Ostra Glasshouse in Dresden to produce ruby glass to rival that produced by Georg Ernst Kunckel at Potsdam. This argument is supported by the shape of the teapot which conforms to styles in Meissen porcelain of this date rather than to those quite different fashions of the 1750s. It is unlikely that such a Baroque form would be manufactured in the mid 18th century, even as a souvenir of the past. Therefore, the coat of arms is likely to represent Augustus the Strong, Elector of Saxony and King of Poland, the founder of the Meissen factory and Böttger's employer.



30

A South German silver-gilt mounted Rubinglas tankard, circa 1690, mounted in Nuremberg by Wolfgang Röbler

The baluster-shaped form with applied scroll handle, decorated with a Cupid holding a heart and flying above an altar with two hearts in woodland, between two tied berried laurel fronds and inscribed above UN SEUL ME SUFFIT, the applied silver-gilt footring with stiff leaf border, the low domed cover with scroll thumbpiece, 15.6cm high, marks for Wolfgang Röbler, Nuremberg

£7,000 - 9,000

€8,100 - 10,000

Provenance:

The Collection of Henry Yates Thompson (1838-1928), London
With Heide Hübner, Würzburg, 1986

This tankard belongs to a distinct group of Rubinglas vessels, all seemingly by the same hand, almost always decorated with conceits, and frequently silver-gilt mounted with Nuremberg marks. A beaker engraved with the identical scene in the Schatzkammer Residenz, Munich, is attributed to Heinrich Schwanhardt by E.Meyer-Heisig, *Der Nürnberger Glasschnitt des 17.Jahrhunderts* (1963), WT 62 and 63.

The Allegory of Love is taken from an engraving (pl.51, no.10) in a book of emblems, published anonymously under the title *Devises et Emblemes Anciennes & Modernes tirées des plus celebres Auteurs*, published by Daniel de Feuille in 1691 in Amsterdam, a German edition appearing in 1693 published by Lorentz Kroniger and Gottlieb Göbels Seel as *Emblematische Gemüths-Vergnügung. Bey Betrachtung Siebenhunderd und fünfzeihen der curieusesten und ergötzlichsten Sinn-Bildern Mit ihren zuständigen Teutsch-Lateinisch-Frantzösisch= und Italianischen Beyschriften*. Later it was published in Augsburg and subsequently in many further editions.

For the decorative subject matter compare with almost identical versions in the Ernesto Wolf Collection at the Württembergisches Landesmuseum, Stuttgart bearing Augsburg mounts by Tobias Baur, circa 1695; that at Schloss Arnstadt with Nürnberg mounts, circa 1695; that sold at Sotheby's, 30 June 1980, lot 232 with unmarked mounts. Each is similarly inscribed either in script or in Roman capitals. Although of slightly larger size, a tankard in the Hermitage Museum, St. Petersburg is practically identical to that of the present lot and has Nuremberg mounts by Wolfgang Röbler. A further example of the type is in the Frankfurt Museum für Kunsthandwerk, illustrated *Glas* (1980), p.220, no.478, attributed to Potsdam, circa 1720.

For a fuller discussion of this group and a listing of the known examples - which does not include the present lot - see Dedo von Kerssenbrock-Krosigk, *Rubinglas des ausgehenden 17. und des 18. Jahrhunderts* (2001), p.103 and pp.208-209.



Lot 30 (detail)



A highly important early wheel-engraved panel of Europa and the Bull, by Caspar Lehmann, Dresden or Prague, circa 1608

The rectangular form of darkish tint, the bull leaping over waves bearing Europa on his back, the nymph in diaphanous flowing dress wearing a triple row of pearls about her neck and a pointed crown, inscribed above with the monogram C enclosing H surmounted by a coronet, framed by a rectangular line cartouche, 23cm high by 18.2cm wide (slight surface scratching and small rim chip)

£50,000 - 70,000

€58,000 - 81,000

Provenance:

Anon. sale, Christie's, 3 June 1986, lot 233

Exhibited:

The British Museum, London, 1987-2012, on long-term loan

Literature:

Olga Drahotová, 'Neuaufgefundene Inkunabeln des Glasschnitts', *Annales*, 11. Congrès de l'Association Internationale pour l'Histoire du Verre, (Basel, 2 September 1988)

Rudolf von Strasser and Walter Spiegl, *Dekoriertes Glas: Der Sammlung von Rudolf von Strasser* (1989), p.56, pl.59 and pp.228-229

Hugh Tait, *Five Thousand Years of Glass* (1991), pp.179-181, pl.232

Rudolf von Strasser, *Licht und Farbe. Die Sammlung von Rudolf von Strasser* (2002), p.203, pl.23

This panel is one of a series executed by Caspar Lehmann either in Prague or Dresden during the first two decades of the 17th century (five of which, dated to 1605-1620, were sold at Christie's, 3 June 1986, lots 232-237). The scene is after Crispin de Passe's engraving of 1607 for Ovid's *Metamorphosis*. The crowned monogram is that of Christian II of Saxony and his wife Hedwig of Denmark who were married in 1602. Christian died in 1611. In 1606 Lehmann left Prague and went to Dresden, where Christian appointed him *Kammeredelsteinschneider*, and in March 1608, before his return to Prague, he was paid for '5 engraved glasses of which the largest is engraved with the Saxon and Danish arms'.

The present lot was originally mounted with those sold by Christie's in a single leaded frame of the mid-19th Century of which three bear the CH monogram. One (Christie's lot 234) bears a scantily draped couple embracing with three putti in flight above; the other (Christie's, lot 235) with Cupid leading two doves towards a nude child.

Caspar Lehmann (1563?-1622) is credited as the most important of the earliest artists to apply the technique of wheel-engraving to glass at the end of the 16th Century. In an historical context his importance is also enhanced by his very close ties to the artistic court of the Emperor Rudolf II, where he is known to have shared apartments in Prague Castle with the silversmith Paul van Vianen, the painter Hans van Aachen and the stone engraver Zacharias Peltzer, all of whom had been attracted to Prague by that greatest patron of the Arts. Lehmann would have known these artists in Munich where he served his apprenticeship as a hardstone-engraver until 1587-88, perhaps under the guidance of Peltzer or Valentin Drausch, who also appears in 1685 in Prague. Lehmann received his first payment there in 1588 and is recorded as *Hoftrabant* in 1590, *Leibtrabant* in 1594, *Hartschier* 1596-99, *Hofdeiner* in 1600 and *Commeredelsteinschneider Seiner Majestät* in 1601 (Imperial Gem Engraver). Following his dismissal in disgrace from the court in Prague in 1606, he worked in Dresden at the court of Christian II as *Churfürstlicher sächsischer Kammeredelsteinschneider* (Imperial Gem Engraver and Glass Engraver) until his return to Prague in 1608. His famous glass engraving privilege was granted in the following year. This privilege allowed Lehmann alone to practice the art of glass engraving within the Holy Roman Empire, since he had "discovered the art and business of glass engraving..." (see Tait, *op.cit.* p.181).



CH





Crispin de Passe the Elder (1565-1637), The Rape of Europa, from Ovid's *Metamorphosis*, 1607

Hugh Tait has conjectured that the present lot may be part of a group of five plaques for which Lehmann was paid in March 1608 at the end of his stay in Dresden. Another two in this group may be Diana and Actaeon (Museum für Kunst und Gewerbe, Hamburg), and Perseus and Andromeda (Victoria and Albert Museum, London), all reputed to have come from the Vittums Palais of Frederick II of Denmark in Husum.

The only signed work by Lehmann, upon which the attribution of much of his work is based, is the celebrated Prague Frauenberger beaker dated 1605 (Decorative Arts Museum, Prague) with the three allegories of *Potestas*, *Nobilitas* and *Liberalitas* made for Rudolf's Chancellor, Sigismund von Losenstein and his wife Susanna von Rogendorf. There is consistency in the presentation of the faces and the hair, the tracing of the contours of the eyes and the shape of the chins which relate to the signed Frauenberger beaker and also to the figures on a rock crystal goblet in the Grünen Gewölbe in Dresden with the Bath of Diana. The female figures on the rock crystal cup, on the panel with Perseus and Andromeda in the Victoria and Albert Museum, London, and on that with a political allegory (Corning Museum of Glass) all wear the same necklaces.

For a lengthy discussion on Lehmann and a detailed analysis of his work see Olga Drahotová, 'Comments on Caspar Lehmann, Central European Glass and Hard Stone Engraving', *Journal of Glass Studies*, Corning, vol.23 (1981), pp.34-35 and Strasser/Spiegl, *op cit.* (1989), pp.53-59. Robert Charleston in his unpublished paper *A 17th Century Panel at Melbourne*, read at the Corning Museum of Glass Seminar, 1981, confirmed Dr. Drahotová's analyses. Both technically and stylistically the panel conforms to their observations.

Much of Lehmann's work, in particular his three portraits and the allegorical subjects, was based on works by prominent contemporary artists or anonymous drawings by their associates which, in view of his close connections with the court, would have been readily available in any painter's or sculptor's studio; in many cases adapting or combining different elements in the one picture - a point which makes a positive identification of the original source hazardous, as also is the interpretation of the iconography of the panels sold at Christie's in 1986. At such a turbulent period of European history, the court would have had its own view-point on particular events, this now lost in the passage of time and the devastating effects of the Thirty Years War immediately following this period.

32

A tall Nuremberg engraved goblet, attributed to Hermann Schwinger, dated 1670

The round funnel bowl and wide conical foot with folded rim of slightly purplish tint, decorated with three circular laurel wreaths each enclosing a landscape vignette including a sun dial on a plinth below clouds, each numbered from 1 to 3 below and inscribed above, respectively, WAN DIESE MICH BELACHT, SO WERDE ICH BETRACHT and OHN'SIE BLEIB ICH VERACHT. separated by a tall single tulip, a carnation and an unidentifiable flower, the second and third panels with pairs of figures, the sundials with Roman numerals and inscribed *Anno 1670*, above a tall greenish multi-knopped stem with mereses and hollow baluster section, the foot engraved with a foliate garland, *21.5cm high*, later inscribed in diamond-point on the central knob *H.Schwinger*.

£8,000 - 12,000

€9,200 - 14,000



33

A small Nuremberg engraved rock crystal rectangular plaque, attributed to Georg Schwanhardt the Elder, circa 1650-60

The trapezoidal panel wheel-engraved with a wheel and in diamond-point with an archer hunting a recumbent stag in a woodland landscape, a lake in the foreground and buildings to the rear, dominated by a large tree engraved along a meandering striation in the crystal body, later mounted in a silver-metal frame with ring suspension to the rear, the panel 8.9cm high by 14.5cm long
£4,000 - 6,000
€4,600 - 6,900

Provenance:
With Heide Hübner, Würzburg, 1988

The decoration on this panel is typical of the best work of the Nuremberg glass engraver Georg Schwanhardt the Elder (1601-1667), a pupil of Caspar Lehmann. Schwanhardt is one of the leading engravers in Nürnberg in the 17th century and examples of glass attributed to his hand can be found in several leading museums. The technique and style of engraving on the present lot is remarkably similar to that on the rock crystal panels mounted on the so-called "großen Moskowitzerschrank", formerly in the Schloßmuseum, Berlin, also attributed to Schwanhardt.

For further examples of Schwanhardt's rock crystal engraving see Erich Meyer-Heisig, *Der Nürnberger Glasschnitt des 17. Jahrhunderts* (1963), pp.76-82, especially the sweetmeat glass (pl.WT41) with similar decoration (Kestner-Museum, Hannover).



Lot 33 (detail)



Lot 34 (details)



34

A Nuremberg engraved goblet, signed by Georg Schwanhardt the Elder, circa 1630, on a silver-gilt mount by Friedrich Hillenbrandt, Nuremberg, circa 1590

In two sections, the conical bowl decorated with four circular line panels depicting a lady pouring wine, a gentleman offering wine to his lady, dancing before his lady and the couple embracing, between German and Latin inscriptions, enclosed by flowers, strapwork and insects, set on a triple annulated knob over a silver-gilt mount above foliage on a circular base fitted with Orpheus surrounded by animals and reptiles, fitted underneath with a detachable finely engraved lining depicting manly pursuits below inscriptions, with letters under the lining indicating the position of each applied figure or animal, *OR Orpheus, H Hirsch etc.*, 29.5cm high overall, stem and foot lacking, later mounted (2)

£25,000 - 30,000

€29,000 - 35,000

Provenance:

Sold at Sotheby's, Geneva, 18 May 1992, lot 84

Exhibited:

The British Museum, London, 1992-2012, on long-term loan

The inscriptions on the bowl read:

Frotem Exporge utere amore sed ecce core recrea

Mit bscheidenheit erfrisch dein hertz lustig in freud auch freud auch freundlich schertz

On the mount: *Requies his parta labore meritos suo inde triumphat Ali certamina rursos diem pugna verimus omnes*

Die habn ihrn ehrn ein gnugen than drum tragens ehr und ruhm Davon drauf hebens andre wider an biss mir endlich all kommen Dran

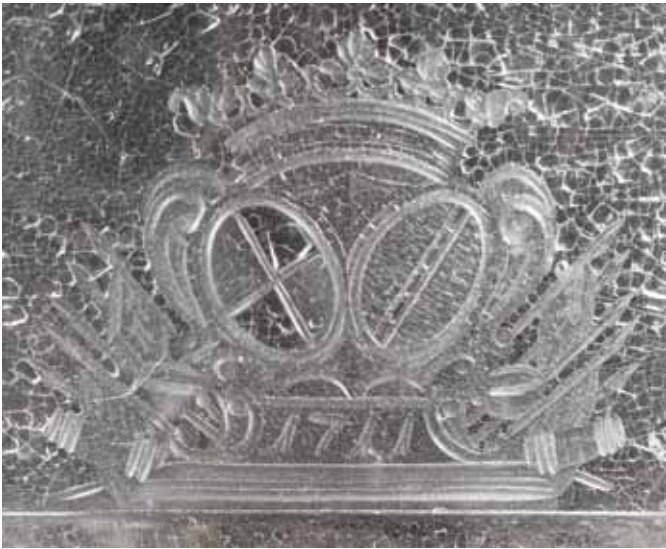
Towards the end of the 17th century the art of glass engraving was developed in response to the high cost of rock crystal. The Nuremberg engraver Georg Schwanhardt the Elder (1601-1667) ran the most important workshop of the second generation of glass engravers. He was the only recorded pupil of Caspar Lehmann, who is linked to the founding of the art (see the footnote to lot 71).

The many documented pieces by the Nuremberg goldsmith Friedrich Hillebrandt (master 1580, died 1608) are listed by Rosenberg and include examples in the Grünes Gewölbe, Dresden; The Germanisches Nationalmuseum, Nürnberg; the Hermitage, Leningrad; and the Hapsburg collections in the Kunsthistorisches Museum, Vienna.

See also Erich Meyer-Heisig, *Der Nürnberger Glasschnitt des 17. Jahrhunderts* (1963), p.32 and WT12.







Lot 35 (detail)



35

A rare and important Kassel Hochschnitt armorial goblet, by Franz Gondelach, dated 1711

The round funnel bowl engraved in *Hoch- und Tiefschnitt* with the crowned family arms of Wildenstein-Exterde and Boyneburg-Wildenstein, framed by martial trophies and flanked by a pair of putti blowing fanfares, the lower half of the bowl and the foot are enriched with moulded and cut bands of trefoil acanthus leaves, the moulded and cut stem in the form of an inverted baluster with a band of flutes and volute acanthus leaves, between two collars, 22.5cm high (crizzled, some damage and repair)

£8,000 - 12,000

€9,200 - 14,000

Provenance:

Formerly in the collection of Alram Graf zu Ortenburg, Weitramsdorf, Schloss Tambach

With Heide Hübner, Würzburg, 1987

Exhibited:

Düsseldorf, 1968, 'Meisterwerke der Glaskunst aus internationalem Privatbesitz', no.232

Literature:

Axel von Saldern and Helga Hirsch, *Meisterwerke der Glaskunst aus internationalem Privatbesitz* (1968), no.232

Axel von Saldern, 'Unbekannte Gläser von Johann Wolfgang Schmidt, Friedrich Winter und Franz Gondelach,' *Anzeiger des Germanischen Nationalmuseums* (1970), pp.11-12, fig.20

Franz Adrian Dreier, *Glaskunst in Hessen-Kassel* (1968), chap.5, fig.47

Franz Adrian Dreier, 'Review of *Meisterwerke der Glaskunst*' by Axel von Saldern, *Kunstchronik* (1969), p.107

Franz Adrian Dreier, 'Franz Gondelach - Anmerkungen zum Leben und Werk', *Zeitschrift des Deutschen Vereins für Kunstwissenschaft*, vol.24 (1970), pp.108-115, WV 3

Franz Adrian Dreier, 'Two Hessen Goblets with the Arms of King Frederick I of Sweden', *The Burlington Magazine*, vol.129, no.1010 (May 1987), p.310, fig.40

Franz Adrian Dreier, 'Franz Gondelach: Baroque Glass Engraving in Hesse', *Journal of Glass Studies*, vol.38 (1996), p.123, no.11, figs and p.43

For two goblets with a similar stem see that p.120, no.8 formerly in the Mühsam Collection, now in the Metropolitan Museum of Art, New York; that in the Kunstgewerbemuseum, Berlin, no.9, p.121; formerly in the Mühsam Collection, now in the Art Institute, Chicago, no.13, p.124.

Considered to be one of the most important German engravers of the Baroque era, Franz Gondelach (1663-1726) skilfully mastered the techniques of *Tiefschnitt* (deep-relief) and *Hochschnitt* (high-relief) decoration. From his arrival in Kassel in 1682 he seems to have worked for Landgrave Charles of Hesse-Kassel. On 18 January 1688 he obtained an official appointment and is documented as 'court master glassworker', 'court glass engraver' or 'princely glass engraver'. His most famous works are three ice jugs: the first (Pommersfelden, Schloss Weissenstein) was a present from the Landgrave to Lothar Franz von Schoenborn in 1715, the second (made before 1714) is in Rosenborg Castle in Copenhagen, and the third (also made before 1714; Moscow, Kremlin) was given by Frederick IV of Denmark to Tsar Peter I. Other important works include a covered goblet (1717; The Hague, Gemeentemuseum.) decorated with St George and cherubs executed in *Hochschnitt* and commissioned by Prince William of Hesse for the confraternity of St George in The Hague; a goblet with cover decorated with a faun and nymph (New York, Metropolitan Museum of Art) and a goblet with a resting Venus (Berlin, Schloss Köpenick). Sometimes Gondelach signed his work with diamond-point engraving, and a particular mark was a cut eight-pointed star on the underside of the foot. From 1723 until his death Gondelach directed the Landgrave's glass factory at Altmünden.



36

A Potsdam Hochschnitt engraved beaker and cover, by Gottfried Spiller, circa 1700

The flared cylindrical form decorated in *Hoch- und Tiefschnitt* with a continuous frieze of dancing Bacchanalian putti holding trailing garlands of fruit and flowers and floral wreaths above a relief band of acanthus leaves, the stepped and everted rim cut with a band of polished circlets, set on an applied trailed foot, the domed lid decorated with a garland of fruit, between bands of circlets and stiff leaves, surmounted by a berried leaf knob, 22.5cm high (crizzled and cracked) (2)

£3,000 - 5,000

€3,500 - 5,800

Provenance:

With Heide Hübner, Würzburg, 1984

For comparative examples see that sold at Sotheby's, 4 October 1976, lot 168, a beaker with six naked putti in various postures playing with fruiting vine, 13.4cm, circa 1700; a beaker in the Victoria and Albert Museum, London, has similar dancing putti which are believed to derive from lead models prepared before 1677 for the Potsdam Glasshouse by Gottfried Leygebe, described as *Eisenschneider* (literally iron-cutter) to the Great Elector. See R.Schmidt *Brandenburgische Gläser* (1914), p.69, fig.19 and pl.7B. See also W.B.Honey, *Glass. A Handbook* (1946), p.85, pl.45A. See also Edward Dillon, *Glass* (1907), pl.XLII illustrating an identical subject.



37

A fine Saxon engraved goblet and cover attributed to Johann Christoph Kiessling, Dresden, circa 1710

The round funnel bowl decorated in 'Hoch- und Tiefschnitt' with alternating oval panels of polished lenses and four different scrolling flowers and leaves, including a tulip, carnation, lotus and sunflower, on a matt ground, above a band of flutes, set on a faceted double-knopped stem between collars over a conical foot, the domed cover similarly decorated and with faceted knopped finial, 37cm high (2)

£20,000 - 30,000

€23,000 - 35,000

Johann Christoph Kiessling (died 1744) was court engraver at Dresden between circa 1717 and 1744.

Provenance:

The Otto Dettmers Collection, Bremen, sold at Sotheby's, 23 November 1999, lot 46

Exhibited:

Düsseldorf, 1968-69: 'Meisterwerke der Glaskunst aus internationalem Privatbesitz', Städtische Kunsthalle, *catalogue*, p.88, fig.239, illustrated p.91.

A goblet and cover illustrated by Gisela Haase, *Sächsische Glas* (1988), p.336, fig.167, exhibits a similar style of relief-cut decoration. Compare also with the examples illustrated by W.Holzhausen, 'Sächsische Gläser des Barock', *Zeitschrift für Kunstwissenschaft*, VIII (1954), pp.116ff.





38

A Silesian Hochschnitt goblet and cover, Hermsdorf, Hirschberger Tal, circa 1720

The thistle-shaped bowl cut in *Hochschnitt* and *Tiefschnitt* with five arched relief panels each engraved with an armour-clad and helmeted warrior, alternating with small oval medallions each depicting figures in landscapes or interiors, one inscribed *Aucun temps ne le change*, the reserve filled with ten finely engraved vignettes allegorical of the Seasons, the Senses and Faith, Hope and Charity, below a ropework border and stylised leaves to the rim, the lower section cut with extended facets over a reduced faceted knopped stem and later applied contemporary Bohemian conical foot, engraved with scroll and cut below with a floret, the domed cover cut with relief panels engraved with stylised leaf scroll alternating with formal foliate patterns, below a faceted spear finial 32cm high (foot replaced and some small chips to inner rim of cover) (2)

£1,000 - 1,500

€1,200 - 1,700

Provenance:

Estate of Madame N., of Lorient, French auction, 28 November 1992

With Heide Hübner, Würzburg

An almost identical example, lacking the cover, may be found in the Kestner-Museum, Hannover, see the catalogue, Christel Mosel, *Bildkataloge des Kestner-Museums Hannover* (1957), p.79, pl.48, no.149. It has been suggested that the iconography relates to the friendship of David and Jonathan.

The symbol of a fir tree and the motto *Aucun temps ne le change* are those of the Counts of von Schaffgotsch, patrons of the cutting workshops in Silesia establishing that the present lot was almost certainly engraved there, possibly at Kynast Castle.



39

The Dessau Goblet: A magnificent Silesian engraved Hochschnitt goblet and cover by Friedrich Winter, Hermsdorf, circa 1700

The flared bowl in the form of a cornucopia with a three-dimensional basal volute, decorated in *Hochschnitt* on a polished ground with symmetrical acanthus sprays inhabited by birds and foxes or bears, set on a basal collar cut with stiff leaves over a large boss embellished with further acanthus leaves on a columnar section terminating in a faceted collar and wide conical foot cut on both the upper and under surfaces with leaf and petal motifs, the low-cut cover similarly cut, with spire finial embellished with stiff leaves, 28cm high (2)

£80,000 - 120,000

€92,000 - 140,000

Provenance:

Formerly at Schloss Dessau

Anon. Sale, Dorotheum, Vienna, 27 - 29 February 1936, lot 547

The Beck Collection, sold at Sotheby's, 23 November 1964, lot 10

The Helfried Krug Collection, Baden-Baden, sold at Sotheby's, 7 July 1981, lot 202

With Heide Hübner, Würzburg, 1983

Exhibited:

Städtische Kunsthalle, Düsseldorf 1968, 'Meisterwerke der Glaskunst aus internationalem Privatbesitz', no.193

Literature:

Robert Schmidt, *Das Glas*, (1922), p.264

Corning Museum, *Journal of Glass Studies* Vol.VII (1965), p.127, fig.31

Gustav Weiss, *Gläserbuch* (1966), p.200

Brigitte Klesse, *Glassammlung Helfried Krug*, part I (1965), p.208, fig.204

Dietmar Zoedler, *Schlesisches Glas* (1996), p.57

Rudolf von Strasser, *Licht und Farbe. Die Sammlung von Rudolf von Strasser* (2002), pp.265-266, pl.35

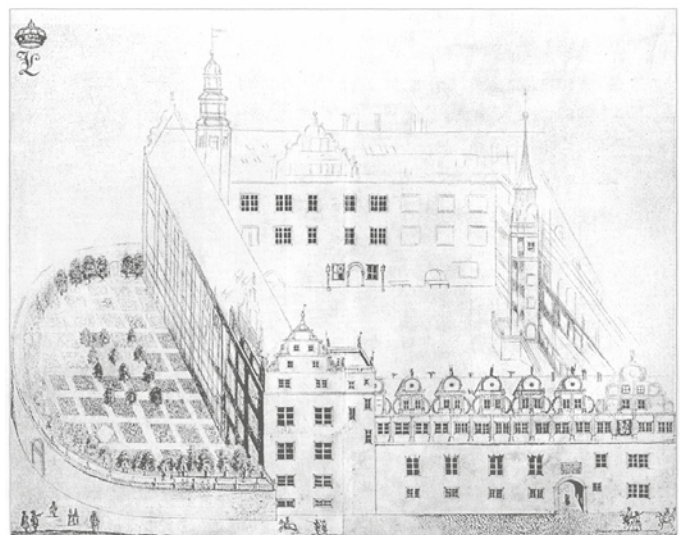
An almost identical example but lacking its cover can be found in the Museum of Applied Arts, Berlin, dated to circa 1695 (illustrated by Dietmar Zoedler, *op.cit* (1996), p.56, fig.4). Compare also with a very similar goblet in the Museum of Decorative Art, Prague and in the Ruhmann Collection, Vienna (see F.X.Jirik, Führer, p.101ff, no.7; J.Vavra, *5000 Years of Glass-making* (1954), pl.76, no.187, pl.77, no.190; Ignaz Schlosser, *Das Alte Glas* (1956), p.134, fig.103). See also the example from the Otto Dettmers Collection, sold at Sotheby's, 23 November 1999, lot 57.

Friedrich Winter was granted a special privilege or patent by Count Christian von Schaffgotsch in 1687 to set up a water-powered cutting works. From his workshop came a series of some of the finest goblets in the Baroque taste, expressing in glass the connoisseur and collectors' delight in objects fashioned from rock crystal.

Although unrecorded, it has long been considered that the present lot comes from either the Residenzschloss Dessau, the home of the Fürsten and Herzöge von Anhalt-Dessau, or from Schloss Oranienbaum, the property of Henriette Catharina von Oranien-Nassau, wife of Johann Georg II von Anhalt-Dessau. She established a Glashütte in 1673. Leopold I, Fürst von Anhalt-Dessau (1676-1747) (known as "The Old Dessauer") was a very popular Prussian General.



Portrait of Leopold I, Prince of Anhalt Dessau (1676-1747)



A view of the Residenzschloss, Dessau in the 17th century





40

A Brandenburg goblet and cover, possibly Potsdam, circa 1730

The conical bowl decorated on each side with a stylised walled garden setting, one with a Cupid flanked by trees, the other with a pair of winged cherubs holding as column, small figures and trees between, the lower part of the bowl cut with arched facets, the rim with a band of polished ovals repeated to the rim of the foot, over a faceted low baluster between collars, the wide conical foot engraved with a foliate garland, the flat domed cover engraved with two large water troughs and figures in landscapes below a faceted spear finial, 35cm high (crizzled) (2)

£1,000 - 1,500

€1,200 - 1,700

41

A Potsdam engraved Royal goblet and cover with portrait of Frederick I of Prussia, circa 1710

The large funnel bowl decorated on one side with an applied moulded portrait of the King to sinister, within an engraved laurel cartouche surmounted by the royal crown of Prussia, the reverse engraved with the arms, crest and supporters of Brandenburg surrounded by the collar and badge of the Black Eagle and the motto *Gott mit uns*, the rim cut with a band of polished circlets, the base cut with stiff-leaves, set on a large ovoid knob cut with stiff-leaves over a wide conical foot with formal leaf band and arabesques, the domed cover cut with a band of polished ovals, the knopped finial cut with stiff leaves, 34cm high (slight crizzling and small crack to bowl) (2)

£3,000 - 5,000

€3,500 - 5,800

Provenance:

Anon. sale, Sotheby's, 17 July 1978, lot 157

For similar goblets with applied portrait busts see Robert Schmidt, *Brandenburgische Gläser* (1914), pls.13 and 19 and *Das Glas* (1922), fig.187 for portraits of Frederick I.

A goblet of identical form to the present lot with an applied portrait bust of Augustus the Strong of Saxony, is in the Ernesto Wolf Collection, Stuttgart (see Brigitte Klesse, *European Glass from 1500-1800* (1987), no.130, fig.). In this instance, it is believed that the glass was made in Potsdam, circa 1710-20, and the portrait relief in Dresden, Saxony, circa 1720.



Friedrich Wilhelm Weidemann (1668-1750)
Portrait of Frederick I of Prussia (1657-1713), circa 1701





42

A rare Nuremberg engraved Chinoiserie goblet, probably Anton Wilhelm Mäuerl, circa 1720

The deep round funnel bowl decorated overall with polished Chinoiserie vignettes including a fantasy litter drawn by camels, a mounted horseman hunting an elephant, and a hapless Oriental in the stocks, all on a matt ground, set on a faceted knop between mereses, the cut inverted baluster also on a merese, the conical foot engraved with a band of *Laub-und Bandelwerk*, 28.7cm high

£8,000 - 12,000

€9,200 - 14,000

Provenance:

Sold at Sotheby's, 17 September 1979, lot 193, the property of the late Lady Hudson

Previously attributed by Sotheby's to the hand of Johann Christoph Kiessling, Dresden, circa 1730, the present lot is typical of the rare work of Anton Wilhelm Mäuerl. Mäuerl was born in Wunsiedel in 1672 and worked in London between 1699 and 1710. After that date he is known to have been working in Nürnberg until 1730. He is considered to have been one of the leading exponents of *Laub-und Bandelwerk* and is believed to be the first German glass engraver to introduce Chinoiserie styles to glass. He died in Hersbruck in 1737.





43

A Bohemian engraved goblet, circa 1720

The large funnel bowl decorated in *Klerschnitt* with a continuous frieze of pairs of figures in a garden setting with shrubbery, including a Gallant and lady companion flanked by a woman reading from a book and a male observer, two seated Masquerade figures at a table, one playing a violin, the other smoking a pipe, and a pair of duellists fighting with swords, the base cut with arched flutes, set on a faceted knopped baluster stem inset with ruby and aventurine threads, above a wide conical foot engraved with scrollwork, 23.2cm high

£1,000 - 1,500

€1,200 - 1,700



44

A rare Weimar engraved goblet, attributed to Andreas Friedrich Sang, circa 1730

The double-ogee bowl finely decorated with two huntsmen, a pair of hunters, wild boar and deer in a continuous wooded landscape, below a formal scroll band and within pearl borders, the base of the bowl cut with arched flutes, set on a faceted inverted baluster with flattened ball knob above, over a conical foot cut with flutes and engraved with a band of leaf scroll, baskets of flowers and landscape vignettes with dogs and deer, 21cm high

£5,000 - 7,000

€5,800 - 8,100

Provenance:

Anon. sale, Fischer Auktions, Heilbronn

A goblet signed and dated 1729 by the Thuringian glass engraver Andreas Friedrich Sang was illustrated by Gustav Pazaurek, 'Die Glasschneiderfamilie Sang', *Kunstwanderer* (July/August 1930). In the late 1740s he is thought to have been working in Amsterdam, residing with Jacob Sang, to whom he was presumably related.



45

A Nuremberg engraved silver-gilt mounted Chinoiserie rectangular flask by Anton Wilhelm Mäuerl, circa 1720

The shouldered form decorated on the front in *Klarschnitt* with Chinese figures at various pursuits including one swinging in a hammock strung between two trees, another playing a Glockenspiel, the reverse with figures and fantastic birds and animals, all within a large cartouche in *Mattschnitt* with scrolled outline, flaming urns and floral sprigs, each narrow side with a vase of flowers standing on a hatched panel with perching birds, the shoulder cut with arched flutes, the neck mounted in silver gilt with screw-top cover and ring-mounted inner cork stopper, 18.5cm high, silver marked CK for Conrad Klein (Master, Nuremberg, 1709-1743) (3)

£4,000 - 6,000

€4,600 - 6,900

Provenance:

The Helfried Krug Collection, sold at Sotheby's, Part 1, 7 July 1981, lot 70

Literature:

Brigitte Klesse, *Glassammlung Helfried Krug* (1965), p.184, no.168
Gustav Weiss, *Gläserbuch* (1966), p.167

The present lot comes from a set of ten flasks forming a travelling set which featured in the Krug Collection, lots 70-74, consisting of 6 flasks of rectangular section and 4 of narrow square section. Two narrow flasks from this set were acquired by Prof. Rudolf von Strasser and are discussed and illustrated by him in the catalogue of his collection, *Licht und Farbe* (2002), pp.235-238, no.134 and 135, now in the Kunsthistorisches Museum, Vienna. The decoration may be after engravings by Paul Decker.



46

A Bohemian engraved and gilt blue-tinted gilt sweetmeat glass and cover, Riesengebirge, circa 1725-1730

The oval bowl with rounded panels, decorated with engraved and gilt foliate sprays and *Laub- und Bandelwerk*, set on a faceted inverted baluster stem flanked by collars, the conical foot decorated with sprigs, a band of polished ovals to the base, the cover similarly decorated and with faceted ovoid finial, 19cm high (2)

£1,200 - 1,800

€1,400 - 2,100

Provenance:

The Collection of Prince Heinrich of Prussia

The Helfried Krug Collection, sold at Sotheby's, Part IV, 14 March 1983, lot 708

Literature:

Brigitte Klesse, *Glassammlung Helfried Krug* (1965), p.232-233, no.243

For a further rare engraved example of the form in blue glass see that in the Ernesto Wolf Collection, illustrated by Brigitte Klesse and Hans Mayr, *European Glass from 1500-1800* (1987), no.101. Another may be found in the Kunstgewerbemuseum, Prague.



47

A Lower Austrian Zwischengoldglas beaker with building view, Gutenbrunn, by Johann Mildner, circa 1790-1800

The cylindrical form with slightly flared rim inset with an oval double-walled medallion gilt with a manor house with ox-drawn cart in the foreground on a ruby stained silver-foil ground, the reverse inscribed *Fürnbergischer Mayerhof Zieleck. Verfertigt zu Gutenbrunn im Fürnbergischen Grossen Weinspergwald. Von Mildner*, cut with a band of flutes at both rims, the base with a floret, 10.5cm high

£1,500 - 2,000

€1,700 - 2,300

Provenance:

The Helfried Krug Collection, sold at Sotheby's, 15 November 1982, Part III, lot 496

Literature:

Brigitte Klesse, *Glassammlung Helfried Krug* (1965), pp.320-321, no.377

48

A fine bluish-green tinted Berkemeyer,
Germany or Lowlands, circa 1600

The flared bowl merging into a tall cylindrical
section applied with three rows of watery
pointed prunts beneath a trailed thread, the
foot applied with a pincer footring, kick-in
base, 14cm high

£25,000 - 35,000

€29,000 - 40,000

Provenance:

A.J.Guépin Collection, sold at Christie's
Amsterdam, 5 July 1989, lot 5

Joseph R.Ritman Collection, sold at Sotheby's,
14 November 1995, lot 8

Exhibited:

'Meisterwerke der Glaskunst aus
internationalem Privatbesitz', Kunsthalle,
Düsseldorf, 1968, no.57

'Een glasje van vriendschap, de glazen van de
collectie Guépin, Prinsenhof, Delft, 1969, no.41

Literature:

Axel von Saldern and H.Hilschenz,
Meisterwerke der Glaskunst (1968), p.27
D.Bolten, *Een glasje van vriendschap. De
glazen van de collectie Guépin, Museum het
Prinsenhof* (1969), pl.13

An almost identical example is illustrated
by Catherine Hess and Timothy Husband,
European Glass in the J. Paul Getty Museum
(1998), p.46, no.8, attributed to Southern
Germany (Lower Rhineland) or possibly the
Netherlands 1500-1550. For further examples
see A.-E.Theuerkauff-Liederwald, 'Der Römer',
Journal of Glass Studies, 10, Corning Museum
of Glass (1968), p.129, pl.5 and B.Jansen,
Catalogus van noord-en zuiderlands glas,
Gemeentesmuseum Den Haag (1962), p.43,
no.60.





49
A rare Dutch diamond-point engraved green-tinted Roemer,
second half 17th century

The rounded cup-shaped bowl decorated in diamond-point with four pairs of comical male and female dwarfs, one pair with musical instruments, the others dancing or promenading, the tall cylindrical lower section applied with four rows of applied raspberry prunts below an engraved band, above a spreading spun foot, 25.5cm high (foot repaired)

£15,000 - 20,000

€17,000 - 23,000

Provenance:

Formerly in a private collection, Amsterdam

The Fritz Biemann Collection, Zürich, sold at Sotheby's, 16 June 1984, lot 21

Exhibited:

Spessartmuseum, Munich, 'Glück und Glas: zur Kulturgeschichte des Spessartglases', Haus der Bayerischen Geschichte, 1984

Literature:

Corning Museum of Glass, *Journal of Glass Studies*, vol.23 (1981), p.93

Claus Grimm, *Glück und Glas: zur Kulturgeschichte des Spessartglases* Spessartmuseum catalogue, Haus der Bayerischen Geschichte (1984), p.368

Rudolf von Strasser, *Licht und Farbe* (2002), p.73



The dwarfs are taken from a series of prints entitled *Facetieuses inventions d'amour et de guerre*, Paris circa 1634, after Stefano della Bella (1610-74), the print probably by François Collignon (1611-85), a pupil of Jacques Callot (1592-1635).

The only other recorded example of a glass decorated by this hand is a clear-glass beaker, also engraved with dwarfs, in the Willet Holthuysen Museum, Amsterdam (inv.nr. KA 5250). A Roemer and cover in the Museum Boynemans van Beningen, Rotterdam bearing the arms of the House of Orange, Rotterdam and the Admiralty, is also engraved with Collignon's dwarfs and has been attributed to the hand of Marinus van Gelder, circa 1660 (see H.E. van Gelder, *Glas en ceramiek. De kunsten van het vuur* (1955), p.42, no.3, plate XXI, fig. 3 and Rudolf von Strasser & Walter Spiegl, *Dekoriertes Glas* (1989), p.181). A Dutch diamond-point engraved flute, circa 1660, attributed to the same hand can be found in the collection of Rudolf von Strasser (see *Licht und Farbe* (2002), pp.72-73, no.34).



Facetieuses Inventions d'amour et de guerre, Paris, circa 1634, after Stefano della Bella (1610-74)



50

A Dutch diamond-point engraved goblet and a cover with calligraphy by Willem van Heemskerk, dated 1685

The round funnel bowl decorated in a fine calligraphic script with the inscription *Alles heeft zijn tyd.*, the hollow inverted baluster knob set between two merises and inscribed *Eccles. Cap: 3. vs. l.*, on a wide folded conical foot, the associated domed cover, possibly by Heemskerk, inscribed *INFESTUS INFESTIS.* below a flatted knob finial surmounted by a quatrefoil knob, *the goblet*, 19.1cm high, 27.2cm high overall, signed on the baluster stem *Willem van Heemskerk Aes. 72³/₄ Ao. 1685 (2)*

£30,000 - 40,000

€35,000 - 46,000

Provenance:

A.J. Guépin Collection, Eindhoven, sold at Christie's Amsterdam, 5 July 1989, lot 73, the cover lot 69

The Cover:

J.G. Wurfain, Rheden, sold at Cohen and Katz, Rheden, 17 November 1937, lot 642 (part)

With Ween and Klepman, Amsterdam

Exhibited:

Rijksmuseum, Amsterdam, 'Tentoon Stelling Oude Kunst', July-September 1936, no.779 (part)

Museum het Prinsenhof, Delft, 'Een Glasie van Vriendschap', 21 December 1969 - 17 February 1970, nos.63 and 66

The inscription on the bowl translates as 'To everything there is a season'; that on the cover as 'Aggression is dangerous'.

Literature:

Catalogus tentoonstelling oude kunst, Rijksmuseum (1936), 157 (no.779 part); 1936b, 158 (no.779 part)

W.C. Braat, 'Collections de verres des Pays-Bas,' *Bulletin Journées int. Verre* (1962), 32

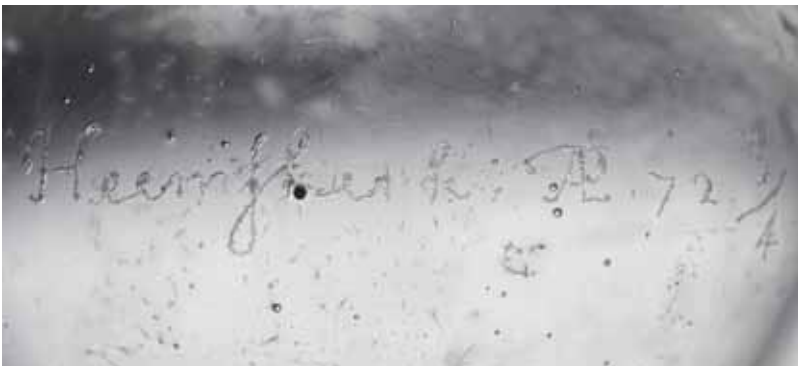
Bernadine de Neeve, 'Dutch engraved Glass in the A.J. Guépin collection', *Apollo* 80 (1964), p.382, fig.6

D. Bolten, *Een glasie van vriendschap. De glazen van de collectie Guépin, Museum het Prinsenhof* (1969), p.21 (no.63), fig.23 and the cover 22 (no.66 part)

F. Smit, *Uniquely Dutch Seventeenth-Century Calligraphy on Glass* (1989), p.47, A12 and the cover p.84, I6

The quotation on the bowl is taken from the Old Testament, Ecclesiastes 3, 1. In the Dutch it appears in H.L. Spiegel, *Byspraax Almanack* (1606, 1650).

A similar goblet with the same phrase in calligraphy by Willem van Heemskerk, but dated 1682, is in the Gemeentemuseum, The Hague (Jansen 1962, no.111).



Lot 51 signature (detail)





51

A fine Dutch façon de Venise diamond-point engraved calligraphic goblet, signed and dated by Willem van Heemskerck, 1686

The round funnel bowl decorated in a fine calligraphic script with the inscription *Pax optima rerum*, the inverted hollow baluster stem set between mereses, the folded conical foot inscribed *Die Vreë natracht, GODS Wetten acht, 't Wiss' Vreë-Heil wacht, 20.8cm high*, signed on the foot *Willem van Heemskerck AEs. 73. Ao. 1686*.

£25,000 - 35,000

€29,000 - 40,000

Provenance:

J.G.Wurfbain, Rheden, sold at Cohen and Katz, Rheden, 17 November 1937, lot 642

With Ween & Klepman, Amsterdam

A.J.Guépin Collection, sold at Christie's Amsterdam, 5 July 1989, lot 75

Exhibited:

Stedelijk Museum Het Prinsenhof, Delft, 'Een Glasie van Vrienschap', 1969, no.64

Literature:

Marie-Anne Heukensfeldt Jansen, 'Willem Jacobsz. van Heemskerck, glasgraveur', *Oud-Holland* Vol.60 (1943), p.30 (no. VI)

W.C.Braat, 'Collections de verres des Pays-Bas', *Bulletin Journées int. Verre* 1 (1962), 32

D.Bolten, *Een glasie van vrienschap. De glazen van de collectie Guépin, Museum Het Prinsenhof* (1969), 22 (no.64)

F.Smit, *Uniquely Dutch Seventeenth-Century Calligraphy on Glass* (1989), p.103, no.P7

The quotation on the bowl translates as 'Peace is best of all' and on the foot as 'He who pursues peace and heeds God's commands, will be awarded the blessings of peace' from Silius Italicus (AD25-101) *Punica* II, 592.

Another goblet with the same phrase (*Pax optimum rerum*) in calligraphy by van Heemskerck, dated 1677, is in a Dutch collection.



Lot 52 signature (detail)





52

An early Dutch wheel-engraved goblet and cover, circa 1670

Possibly Northern Netherlands, the straight-sided bowl with rounded base, decorated on one side with a nude female figure holding aloft a covered goblet in her right hand, her left arm resting on a large ewer, reclining on the lap of a man, a flying Cupid at one side firing an arrow at the couple, all within a strapwork cartouche, the reverse with two skirmishing cavalymen, *in the manner of the engraved work of Antonio Tempesta*, a small polished lens above and within a similar frame, flanked by pendant fruit and flowers with polished centres, set on a hollow inverted baluster between mereses, over a wide conical foot with folded rim, inscribed *Vive les Deux*, the domed cover with the monogram CAB below a crown, the reverse with a crowned armorial, each between tied leaf fronds and joined by fruit swags, below a knopped finial, 25cm high (2)

£8,000 - 12,000

€9,200 - 14,000

See Pieter Ritsema van Eck, 'Early wheel engraving in the Netherlands', *Journal of Glass Studies*, vol.26, Corning (1984), pp.86ff.

A goblet of identical form engraved in diamond point with cavalry skirmishes may be found in the Ernesto Wolf Collection (see Brigitte Klesse and Hans Mayr, *European Glass 1500-1800* (1987), no.161), attributed to the Netherlands, circa 1680. Another goblet of similar form, also in the Ernesto Wolf Collection, no.185, is decorated with copper-wheel engraving. A further wheel-engraved example decorated with the arms of the Seven Provinces is illustrated by Hubert Vreeken, *Glas in Het Amsterdams Historisch Museum en Museum Willet-Holthuysen* (1998), p.181, no.166. This goblet also has a small lens above the scene on the reverse as with the present lot.

The arms may be those of the Dutch Province of Zeeland.



Antonio Tempesta (1555-1630), *Hunting Scenes VII, A bear hunt*, 1608





53

A Dutch diamond-point engraved façon de Venise goblet, possibly by Willem Mooleyser, circa 1683

The flared funnel bowl decorated with the Dutch Lion of the Province of Holland on a grassy sward, the reverse inscribed 'T Welvaren Van De Heeren Staten Van Hollandt, the base of the bowl applied with a vermicular collar, the stem with a ball knob enclosing a tear between two mereses, the conical foot with flower-sprays and the figure 5, 17cm high (section of collar missing)

£1,000 - 1,500

€1,200 - 1,700

Provenance:

A.J. Guépin Collection, Eindhoven, sold at Christie's Amsterdam, lot 52

Exhibited:

Prinsenhof, Delft, 1969, no.82

Literature:

W.C. Braat, Collections de verres de Pays-Bas, *Bulletin Journées international Verre*, 1:13-51 (1962)

D. Bolten, *Een glasie van vriendschap. De glazen van de collectie Guépin*, Museum Het Prinsenhof (1969), 26 (no.82)

F. Smit, *A Concise Catalogue of European Line-engraved Glassware 1570-1900* (1994), p.54, no.141.2

The same hand engraved a virtually identical lion on a goblet inscribed 'De Staten van Hollandt' in the Nationalmuseum, Stockholm (see H. Seitz, *Glaset förr och nu* (1933), pl.33), whilst a goblet of similar construction and size dated 1683 is in the Rijksmuseum, Amsterdam (see Peter Ritsema van Eck, *Glass in the Rijksmuseum. Vol. II* (1995), p.72, no.40. This latter example is attributed to Willem Mooleyser (1640-1700).

54

A Dutch engraved goblet with portraits of Prince William IV of Orange and Princess Anne, circa 1740

The funnel bowl with everted rim, decorated on one side with half-length portrait in profile of the Prince holding a staff, within a C-scroll cartouche, inscribed above *Vivat de Prins van Oranien*, the reverse similarly engraved with the head and shoulders portrait of Princess Anne, inscribed *Vivat de Princes*, the sides finely decorated with fanfares and martial trophies above strapwork and formal flowers and foliage, the rim with an arcaded band, set on a faceted knopped and baluster stem over a conical foot with folded rim and band of berried leaves, 28.4cm high

£2,000 - 3,000

€2,300 - 3,500

Provenance:

With Sheppard and Cooper, London, 1970s

Prince William IV married Anne, Princess Royal, eldest daughter of King George II of Great Britain and Caroline of Ansbach, at St. James' Palace 25 March 1734. For a pair of mirrors engraved with the portraits of the Prince (1711-1751) and his bride, Anne (1709-1759), daughter of King George II of Great Britain, see those illustrated by Jet Pijzel-Dommisse & Titus M. Eliens, *Glinsterend Glas, 1500 Jaar Europese Glaskunst, De collectie van het Gemeentemuseum Den Haag* (2009), pp.203-205, no.302.



55

A Dutch stipple-engraved facet-stemmed wine glass by David Wolff, circa 1770

The ogee bowl decorated with two cherubs seated on clouds, holding a fringed banner between them inscribed HET WELVAREN VAN HET HUYSTE BYWEG, the stem cut with hexagonal facets over a conical foot, 18.1cm high (resin infill to small chip on footrim)

£8,000 - 12,000

€9,200 - 14,000

Provenance:

Anon. sale, Sotheby's Mak van Waay, Amsterdam, 15 December 1975, lot 1555
With Klaus Hübner, 1975

Literature:

Frans Smit, *Uniquely Dutch 18th century Stipple-engravings on Glass* (1993), p.42, no.Ab33

Mr. Joan de Witt (Amsterdam 1678-1734), a Director of the Dutch East India Company, owned the country-house 'Het Huys te Bijweg' near Bennebroek, south of Haarlem. In 1739 the house was valued at Dfl.12,300. In the 1830s the house was in the ownership of Johannes Valckenaar and subsequently that of his widow, Mrs. Marie-Françoise Gervais.



56

A fine Dutch stipple-engraved light-baluster portrait goblet by Aart Schouman, dated 1743

The round funnel bowl decorated in diamond-point with a half-length portrait of a man doffing his high-crowned hat and holding in his right hand a partially-filled roemer, with trailing foliage to one side, set on a tall multi-knopped stem and conical foot inscribed VREEDE en VRYHEIT, 21.1cm high, signed A.Schouman. fecit, 1743 beneath the portrait

£25,000 - 30,000

€29,000 - 35,000

Provenance:

Arnout Vosmaer, The Hague, sale Scheurleer, The Hague, 17 March 1800, p.314, lot 86

Private Museum of Repelaer van Spijkenisse, Haarlem

H.P van de Wall Repelaer van Puttershoek, Dubbeldam

H. van de Wall Repelaer

Anon. sale, Christie's Amsterdam, 24 September 1985, lot 69

Exhibited:

Tentoonstelling Hollandsche Interieur XVIIIe eeuw.

Rijksmuseum, Amsterdam, 14 March-3 May 1931

Aart Schouman, Museum of Dordrecht, 27 August-2 October 1960

Literature:

Catalogus van de tentoonstelling Het Hollandsche Interieur in de XVIIIe eeuw (1931), Rijksmuseum, Amsterdam, p.17, no.46

William Buckley, *Aert Schouman* (1931), p.18, no.1, pl.8

W.B.Honey, *Glass* (Victoria and Albert Museum, 1946), p.135

L.J.Bol, *Herdenkingstentoonstelling Aart Schouman 1710-1792*

(Dordrecht Museum, 1960), pp.29 and 88, no.168

W.Smit, *Uniquely Dutch eighteenth century stipple-engravings on glass* (1992), pp.98-99, Cg3

The inscription translates as 'Peace and Freedom'.

The period around 1743 (the date of the engraving) was politically uneventful in the history of the Dutch Republic. Therefore it would seem doubtful that Schouman added 'Peace and Freedom' to commemorate a contemporary occasion. The inscription, which hardly relates to the subject portrayed, was perhaps added to the foot of the glass at a later date.

In 1776 Jacobus van den Blijk engraved the same picture on a goblet in an identical manner but placed the figure virtually upright and not leaning back as on the present example. His copy occupies only the top two thirds of the height of the bowl.



Lot 56 signature (detail)



57

A fine Dutch stipple-engraved light-baluster goblet by Frans Greenwood, on a metal mount, circa 1744

Signed, the round funnel bowl decorated with a half-length portrait of a fishwife, her head slightly turned and with a downward gaze, wearing a low-cut laced bodice and a flat-topped wide-brimmed hat, holding in her left hand a herring by its tail and in her right hand an oval platter with zig-zag border upon which rests another fish, to her left on a table a spray of two flowering lilies and one in bud placed in a jug behind a pail of herrings, on a densely stippled ground, set on a tall slender multi-knopped stem above a 19th century replacement parcel-gilt lower section and domed foot chased with strapwork within a border of foliate scrolls, 24.3cm high overall Frans Greenwood fecit in script on the reverse of the bowl,

£15,000 - 20,000

€17,000 - 23,000

Provenance:

Anon. sale, Sotheby's, 3 June 1974, lot 116

Collection of the Earl of Bradford, Weston Park, Shifnal, sold at Christie's, 4 June 1985, lot 30

With Heide Hübner, Würzburg, 1986

Exhibited:

Weston Park, Shifnal, 1983

"31. Deutsche Kunst- und Antiquitäten-Messe", Haus der Kunst, Munich, 24 October- 2 November 1986

Literature:

N.Riley, 'Antique Glass in Shropshire', *Antique Dealer and Collectors Guide* 147 (June 1975), fig.5

Frank Davis, *Country Life* 178/4588 (1985), p.215, fig.1

David Watts, 'Glass', *Antiques* (1986), p.87, 2 figs

Frans Smit, *Frans Greenwood 1680-1763, Dutch poet and glass engraver* (1988), p.152, no.44.1, figs. 54, 97, 99

Frans Smit, *Uniquely Dutch Eighteenth-Century Stipple-engravings on Glass* (1993), p.121, Dc.3

A goblet engraved by Greenwood (1680-1763) with an identical fishwife but with a different background dated 1744 is now in the Museum Simon van Gijn in Dordrecht (see A.Ruempol, 'Flonkering van de wijn. Dordrecht 1300-1800', Museum Mr Simon van Gijn (1967), no.4).

Fishwives of Scheveningen used to wear wide-brimmed hats such as that depicted on this glass. On the flattened top they carried wide flat fish baskets; the wide brim, effectively an umbrella, protecting the wearer against drips from the baskets. As early as in 1654 the poet Jacob Cats published a poem 'On a woman from Schevenigen carrying a basket of fish on her head'. The portrait on the present lot is in the manner of Gerrit Dou (1613-1675), a painter of the Dutch Golden Age.

For quite a different portrait of a fishwife engraved by Greenwood in 1742 see that sold from the Anton Dreesman Collection, sold firstly at Sotheby's, 3 June 1974, lot 115 (as the present lot) and at Christie's Amsterdam, 16 April 2002, lot 1279 (Smit 1988, pp.146-147, 42.1, fig, which also possessed a later metal mounted foot now replaced with a contemporary example).

These three glasses have in common an unusual feature in that each fishwife holds a herring by its tail. In Dutch painting such a display has been interpreted as having licentious implications but Greenwood may not have had such symbolism in mind. In a poem in which he refers to a goblet engraved by him with a herring saleswoman (probably the 1742 goblet), Greenwood (1760) only sings praise of purely epicurean delights: (in translation) 'Oh most blessed fishery. What delicacies you provide each year! Your herring, that beloved fish, Whets one's appetite at the table'. It is interesting, though, that on the present lot Greenwood added lilies, a symbol of purity.

The Herring industry or the 'Groote Visscherij' (Great Fishery) has played a very important role in the Dutch economy especially from the 17th century onwards.



Lot 57 signature (detail)





58

A fine Dutch stipple-engraved light-baluster wine glass with Chinoiserie decoration, by Alius, circa 1760

The large round funnel bowl decorated with a diamond in stipple and line with a scene of an elderly man, seated on a stool before a stunted tree and playing a lute pyipar, accompanied by a boy on a set of five bells, set on a tall slender multi-knopped stem and conical foot, 22cm high

£10,000 - 15,000

€12,000 - 17,000

Only six other glasses with stippled *chinoiseries* have been recorded, of which one is in the Rijksmuseum, Amsterdam, another in the Mühsam Collection, now in the Metropolitan Museum of Art, New York and a third in the Amsterdam Historisch Museum. All have been recorded by Frans Smit *op.cit.* (1993). Until 1980 the engraving on the present lot was considered to be the work of David Wolff.

Provenance:

J. van Buren, auction Scheurleer, The Hague, 11 December 1808, lot 98

Hultman

Boom, Breda

J.G.Littledale, Weybridge

The Anthony Waugh Collection,

Wolverhampton, sold at Sotheby's, 28 April

1980, lot 209

With Ward Lloyd, London

Exhibited:

'300 Years of British Glass 1675-1975', Art Gallery and Museum, Wolverhampton, 3.V, 14 June 1975, no.208, fig.

Literature:

D.H.de Castro, "Een en ander over glasgravure", *Oud-Holland* 1(4) (1883), p.274-291, pl. 1883, p.285

William Buckley, *D.Wolff and the Glasses that he engraved* (1935), p.30

Hugh Tait, 'Wolff glasses in an English private collection', *Connoisseur* 168(676) (1968), p.105, figs. 5 and 6

G.A.Turnbull and A.G.Herron, *The price guide to English 18th century drinking glasses* (1970), p.78, fig.

Frans Smit, *Uniquely Dutch Eighteenth Century Stipple-engravings on Glass*, (1993), p.106, Ch.18





59

A tall Dutch-engraved light-baluster goblet, circa 1760

The pointed funnel bowl, *decorated in the manner of Christoffel Schroeder*, with a continuous allegorical scene of four putti engaged in activities representing the Four Seasons, set on a tall multi-knopped stem over a wide conical foot, 23cm high

£2,500 - 3,500

€2,900 - 4,000

Provenance:

The Helfried Krug Collection, sold at Sotheby's, 14 March 1983, part IV, lot 674

Literature:

Brigitte Klesse, *Glassammlung Helfried Krug*, part I (1965), no. 326

Gustav Weiss, *Gläserbuch* (1966), p. 176

See Klesse, *op. cit.*, pp. 56-59 for a discussion concerning Schroeder who is recorded in the Delft Archives as being of Berlin origin, thus explaining the close stylistic similarities to the Potsdam-Zechlin school of engravers such as Elias Rosbach and Bode. See the Krug Collection of Glass Part I, Sotheby's, 7 July 1981, lot 150 for another goblet attributed to Schroeder.



60

A Dutch engraved light-baluster wine glass, attributed to Jacob Sang, circa 1760

The round funnel bowl finely engraved with a winged figure of Mercury seated on a chest holding a caduceus in one hand, a bag in the other, flanked by a barrel, chest and chicken, inscribed D'. NEGOTIE., on a tall slender multi-knopped stem and conical foot, 18.5cm high

£3,000 - 4,000

€3,500 - 4,600

Provenance:

With Sheppard and Cooper, London, 4 June 1980 - one of a pair with lot 61



61

A Dutch engraved light-baluster wine glass, attributed to Jacob Sang, circa 1760

The round funnel bowl finely engraved with an allegorical figure of Autumn, a female figure seated on a sack of grain, holding two cornucopiae, a sickle to one side, inscribed D'. GELDING VAN DE GRAENNE., on a tall slender multi-knopped stem and conical foot, 18.2cm high

£3,000 - 4,000

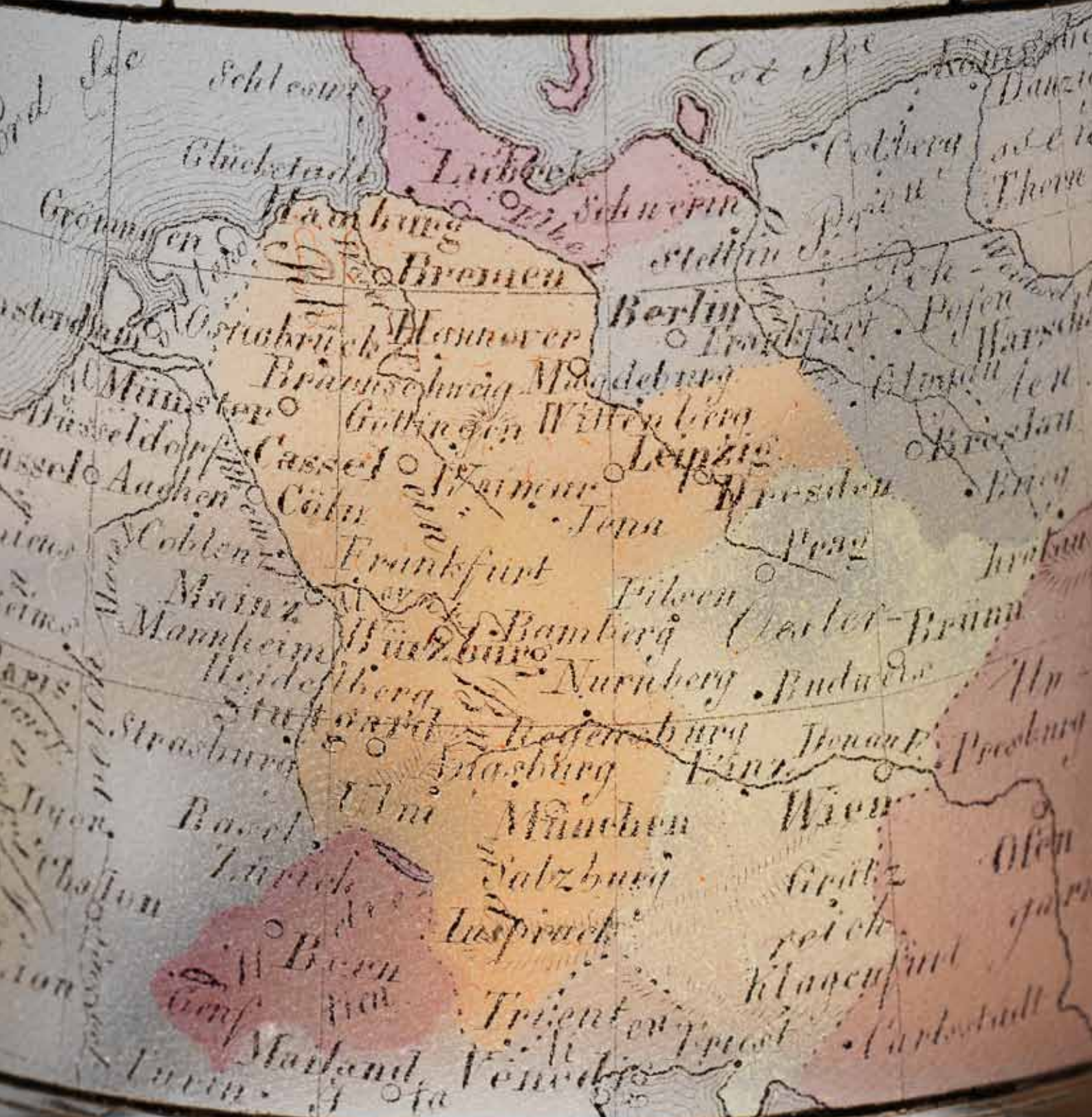
€3,500 - 4,600

Provenance:

With Sheppard and Cooper, London, 4 June 1980 - one of a pair with lot 60

Compare with the engraving on the example in the Ernesto Wolf Collection, signed by Jacob Sang and dated 1762 (See Brigitte Klesse and Hans Mayr, *European Glass 1500-1800* (1987), no.188).

TEUTSCHLAND.





62

A rare Dresden transparent-enamelled topographical beaker, by Gottlob Mohn, circa 1811-12

Signed, the cylindrical form painted with a titled view of *Dresden*, the square with the Hofkirche and bridge over the Elbe, within a black rectangular line panel edged in dots, the reverse with a transfer-printed map entitled TEUTSCHLAND., below a band of oak leaves and acorns, the rim with amber-staining, 9.6cm high, inscribed *G.Mohn fec.*

£7,000 - 9,000

€8,100 - 10,000

Provenance:

The Fritz Biemann Collection, Zürich

Exhibited:

Museum Kunstpalast, Düsseldorf, 'Gold und Farbe', 2012, pl.11

Literature:

Brigitte Klesse and Axel von Saldern, *500 Jahre Glaskunst* (1978), no.174

Paul von Lichtenberg, *Mohn and Kothgasser* (bilingual, 2009), pp.205-206, pls.106a,b,c,

Although maps of Saxony are occasionally depicted on the reverse of Gottlob Mohn's beakers the present lot is the only known example with a map of Germany.



63

A Viennese transparent-enamelled and part-amber stained and gilt Ranftbecher with the figure of a boy, by Gottlob Mohn, Vienna, circa 1817

The waisted cylindrical form flaring to the rim, decorated with an oval cartouche enclosing the figure of a boy in page's costume with a violet cap, holding a sheet of music entitled *Menuetts* in his left hand, all within a rectangular frame with gilt lyres and scroll to the corners, inscribed below *Zum Andenken des 29ten Jan: 1817. von deinen dich liebenden Vater.*, the gilt rim with band of stylised leaves and rosettes in gilding, above an everted foot cut with palisade flutes, the base cut with a star, 11cm high, signed below the portrait *M.f.*

£5,000 - 7,000
€5,800 - 8,100

Provenance:

Eugenie and Ernst Herzfelder Collection, sold at the 394th Kunstauktion Dorotheum, Vienna, 15-19 April 1929, lot 338

The Beck Collection, sold at Sotheby's, 23 November 1964, lot 148

The Helfried Krug Collection, sold at Sotheby's, 15 November 1982, part 3, lot 516

Exhibited:

Österreichisches Museum für Kunst und Industrie (today: MAK Museum für angewandte Kunst) Vienna, 1922, no.127

Museum Kunstpalast, Düsseldorf, 2012, 'Gold und Farbe', no.22

Literature:

Hermann Trenkwald, *Gläser des Klassizismus der Empire- und Biedermeierzeit* (1922), no.127

G.E.Pazaurek, *Gläser der Empire und-Biedermeierzeit* (1923), p.179

Brigitte Klesse, *Glassammlung Helfried Krug* (1965), p.328-329, no.383

Paul von Lichtenberg, *Mohn und Kothgasser* (2009), p.247, pl.152 and p.255, note 309

The present lot comes from a group of glasses painted with theatrical figures. According to Paul von Lichtenberg, the signature *M f* within the oval on the front of the stage floor is most unusual. Mohn left himself with no area undecorated.

64

A Bohemian transparent enamelled 'Memento Mori' beaker by August Mohn, dated 1817

The flared bowl painted with a skull and crossed bones inscribed *Memento mori* below a band of fruiting vine, the facet-cut solid base part stained in amber, 11cm high, inscribed *A Mohn pin. 1817*

£4,000 - 6,000

€4,600 - 6,900

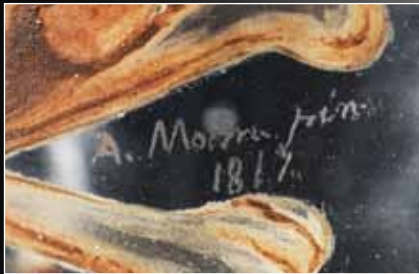
Provenance:

With Hermann P.Lockner, Würzburg, early 1970s
Anon. sale, Sotheby's, 26 May 1981, lot 157

Literature:

Paul von Lichtenberg, *Mohn and Kothgasser*
(bilingual, 2009), p.195

An identical beaker, formerly in the Dr. Johannes Jantzen Collection, is in the Museum Kunstpalast, Düsseldorf (see Heinemeyer, *Glas* (1966), no.443 and von Lichtenberg, *op.cit.*, p.197, pl.96). Gustav Pazaurek in *Gläser der Empire und Biedermeierzeit* (1923), p.170 also mentions A. Mohn and the beaker with death's head in the collection of Dr. Johannes Jantzen, illustrated in the latter's book *Deutsches Glas* (1960), no.135, pl.66.



Lot 64 signature (detail)



65

A Viennese transparent-enamelled beaker with a Tatar or Persian lancer, by Anton Kothgasser, circa 1814-16

Signed, the cylindrical form painted with a Tatar holding a lance on a galloping horse with fortifications in the background, the rectangular panel within amber-stained borders embellished with beaded swags, decorated below the gilt rim with a foliate band to the reverse, 9.9cm high, signed A:K: on the rim of the base

£7,000 - 10,000

€8,100 - 12,000

Provenance:

The Helfried Krug Collection, sold at Sotheby's, 15 November 1982, lot 511

Literature:

Alte und Moderne Kunst 13, (May-June 1968), fig.10

Brigitte Klesse, *Helfried Krug Sammlung* (1973), no.706

Paul von Lichtenberg, *Mohn and Kothgasser* (bilingual, 2009), p.285, pl.167

A very similar beaker painted with what is thought to be a Cossack is illustrated by von Lichtenberg, *op.cit*, p.204, fig.166. At the beginning of the 19th century several European artists visited Russia, producing albums of different ethnic groups without being aware of the distinctions between Cossacks, Tatars and Bashkirs amongst others. They were quite widely termed 'Cossacks' regardless.

The image on the beaker is very similar to that entitled 'Lancier', a lithograph by Alexander Orlovsky, St. Petersburg, circa 1820, based on a depiction of a Persian cavalryman galloping on his horse and holding a lance (see 'Voyage en Perse, pendant les années 1812 et 1813...' by Gaspar Drouville, a commander of the Russian Imperial Cavalry).

Alexander Osipovich Orlovsky (Warsaw 1777 - St. Petersburg 1832) was a talented battle scene painter, portrait painter and caricaturist whose range of medium included watercolours, oils, engravings and pastels. Orlovsky travelled extensively and was a volunteer in the partisan group led by Thadeusz Kosciuszko in the Polish liberation movement and uprising of 1794. He moved to Russia in 1802 where he settled in St. Petersburg and was a court artist for the Grand Duke Konstantin Pavlovich, for whom he executed drawings of uniforms and military parades. During his period in St. Petersburg he created numerous genre scenes and also society portraits. Most of his paintings and drawings from this time, however, were scenes of army life and battles, as well as romantic subjects featuring brigands and shipwrecks. In 1809 he received the title of Academician of Battle Painting for his picture *Cossack Bivouac*. During the war of 1812 against Napoleon, Orlovsky produced several drawings of leading military figures. In 1816 he became one of the first artists to produce lithographs in Russia.



Lancier, Alexander Orlovsky, St. Petersburg, circa 1820



Lot 65 signature (detail)





Dr. K. ATENO 1871

66

A Vienna transparent-enamelled and gilt
Ranftbecher with playing cards, by Anton
Kothgasser, circa 1825-30

The waisted cylindrical form painted with
thirty-two scattered overlapping playing-
cards on a chocolate-brown ground, one
card bearing the Government Duty stamp
containing a cryptic signature and the date
1824, below a gilt line rim, the gilt everted
base cut with palisade flutes, 12cm high
inscribed Dr K ATOND MIM 1824

£6,000 - 8,000

€6,900 - 9,200

Provenance:

Anon. sale, Christie's, 24 February 1981, lot
228

Exhibited:

Museum Kunstpalast, Düsseldorf, 'Gold und
Farbe', 19 April - 12 August 2012, no.42

Literature:

Paul von Lichtenberg, *Mohn and Kothgasser*
(bilingual, 2009), pl.301





67

A fine North Bohemian engraved triple-portrait goblet by Dominik Biemann, Franzensbad, dated 1849

Signed, the slightly flared cylindrical bowl with three raised oval medallions, each decorated with an intaglio bust portrait of a child to dexter, set on an hexagonal stem and foot, inscribed on the base *Franzensbad 1849*. 15.4cm high, signed *B* on one of the portraits
£15,000 - 20,000
€17,000 - 23,000

Provenance:

A Lady of Title, sold at Sotheby's, 3 December 1979, lot 221

Exhibited:

On loan to Heide Hübner, Würzburg, for her exhibition, 1988 Landesmuseum Joanneum (today: Universalmuseum Joanneum), Graz and Stiftung museum kunst palast (today: Museum Kunstpalast), Düsseldorf, 2004-2005, 'Glasgravuren des Biedermeier, Dominik Biemann und Zeitgenossen, 1800-1860'

Literature:

Sabine Baumgärtner, 'Unbekannte Gläser aus drei Privatsammlungen', *Weltkunst*, Nr.19 (1988), p.2822ff

Kurt Pittrof, *Dominik Biemann* (1993), p.95, l.73

Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), p.135, no.103

For a full discussion of this goblet see von Lichtenberg, *op.cit.* (2004), pp.135-137.



Lot 67 signature (detail)





68

A Bohemian engraved Biedermeier beaker by Hieronymus Hackel, Langerswald, circa 1828-30

The cylindrical form finely engraved, cut and polished with four vignettes within arched columns and drapery, one with a man kneeling before a pedestal supporting a flame, inscribed GOTT ERHALTE IHN, another with a polished oval shield leaning against a pedestal supporting an urn, another with a standing lady holding a flame over a pedestal, the last with a bonfire in a landscape, two figures to one side, buildings on a hilltop to the rear and a ewer and fruit basket to the side, all within beaded borders and cross-hatched c-scrolls, the lower section cut with a band of raised diamonds, star-cut base, 11.2cm high (polished rim chip)

£800 - 1,200

€920 - 1,400

Provenance:

Sold at Fischer, Heilbronn, 27 September 1980, lot 626

Exhibited:

Landesmuseum Joanneum (today Universalmuseum Joanneum), Graz, 2004
Stiftung museum kunst palast (today: Museum Kunstpalast), Düsseldorf 2004-2005
Regional Museum Celje, Celje Slovenia, 2005, 'The Glass Engraver Hieronymus Hackel'

Literature:

Walter Spiegl, *Glas* (1979), p.208
Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), pp.226-227, no.144
Paul von Lichtenberg, *Hieronymus Hackel, The Master of the Rising Sun* (2005), pp.107-109, pls.75-78



69

A collection of reference books on European Glass

(145)

£500 - 700

€580 - 810

End of Sale



Detail lot 45



Bonhams

1793

Fine British & European Glass & Paperweights

Wednesday 1 May 2013 at 2pm
New Bond Street, London

+44 (0) 20 7468 8244
glass@bonhams.com

Detail from 'The Attack': an
important circular cameo glass
plaque by Thomas and George
Woodall, 1891
£70,000 - 100,000

International Auctioneers and Valuers - bonhams.com/glass



The Marouf Collection: Part II

Highly important 18th century Meissen porcelain

Wednesday 2 May 2013 at 1.30pm
New Bond Street, London

Enquiries:
Sebastian Kuhn
+44 (0)20 7468 8384
sebastian.kuhn@bonhams.com

Nette Megens
+44 (0)20 7468 8348
nette.megens@bonhams.com

An extremely rare Meissen
hot water jug and cover,
circa 1722-23
Painted with figures from
the Commedia dell'arte



NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

In respect of most *Lots*, you may ask for a *Condition Report* on its physical condition from *Bonhams*. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. Nor does the *Seller* owe or agree to owe you as a *Bidder* any obligation or duty in respect of this free report about a *Lot*, which is available for your own inspection or for inspection by an expert instructed by you. However, any written *Description* of the physical condition of the *Lot* contained in a *Condition Report* will form part of the *Contractual Description* of the *Lot* under which it is sold to any *Buyer*.

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on

Bonhams' behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

We do not accept bids from any person who has not completed and delivered to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form*. You will be asked for proof of identity, residence and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving licence (or similar photographic proof of identity) and proof of address. We may request a deposit from you before allowing you to bid. We may refuse entry to a *Sale* to any person even if that person has completed a *Bidding Form*.

Bidding in person

You should come to our *Bidder* registration desk at the *Sale* venue and fill out a *Bidder* Registration Form on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should 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 (only available on lots with a low estimate greater than £400)

If you wish to bid at the *Sale* by telephone, please complete a Telephone *Bidding Form*, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee *Bidding Forms* can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your Absentee *Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

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

Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and will require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the

identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. Storage charges and *Expenses* are also payable by the *Buyer* as set out in the *Buyer's Agreement*. All the sums payable to us by the *Buyer* are subject to *VAT*. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* of *Lots*:

25% up to £25,000 of the *Hammer Price*
20% from £25,001 of the *Hammer Price*
12% from £500,001 of the *Hammer Price*

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 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*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to *Bonhams* 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

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;

Bankers draft/building society cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, we will allow you to collect your purchases immediately;

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques 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 £5,000, 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, notes or travellers cheques;

Sterling travellers cheques: you may pay for *Lots* purchased by you at this *Sale* with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £5,000. We will need to see your passport if you wish to pay using travellers cheques;

Bank transfer: you may electronically transfer funds to our *Trust Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Trust Account* details are as follows:

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

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

Debit cards: there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 3% surcharge;

Union Pay cards: these are now accepted at our Knightsbridge and New Bond Street offices, when presented in person by the card holder. These cards are subject to a 3% surcharge.

Credit cards: Visa and Mastercard only. Please note there is a 3% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

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

11. SHIPPING

Please refer all enquiries to our shipping department on:
Tel: +44 (0)20 7468 8353/8302 Fax: +44 (0)20 7629 9673
Email: shipping@bonhams.com

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/about-us/museums-and-libraries/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5228. 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://animalhealth.defra.gov.uk/cites/> or may be requested from:

DEFRA, Wildlife Licensing and Registration Service
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB

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 10 of the *Buyer's 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

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US and it is the *Buyer's* responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of *Sale*. *Bonhams* will not be responsible for any additional costs in this regard howsoever incurred.

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.

- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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 and VAT is payable by the purchaser, at the standard rate, on the *Hammer Price*, unless the wines are to remain under Bond. *Buyers* requiring their wine to remain in Bond must notify *Bonhams* at the time of the *Sale*. The *Buyer* is then himself responsible for all duty, clearance VAT and other charges that may be payable thereon. All such *Lots* must be transferred or collected within two weeks of the *Sale*.

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.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- 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.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.

- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8	FAILURE TO PAY FOR THE LOT		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.		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> .
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):	9	THE SELLER'S LIABILITY	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.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	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> .	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 <i>c/o 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.
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;	9.2	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 Sale of Goods Act 1979 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.
8.1.3	to retain possession of the <i>Lot</i> ;	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> ,	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.
8.1.4	to remove and store the <i>Lot</i> at your expense;	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 Misrepresentation Act 1967, 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> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
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;	9.3.2	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;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
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;	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.	10.9	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.
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;	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 Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</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;			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> .
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			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 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.
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.	10	MISCELLANEOUS	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> 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.	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		
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				

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the *Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
 - 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;
 - 1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;
 - 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in

writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
 - 3.1.1 the *Purchase Price* for the *Lot*;
 - 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, 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*.

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.

- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.
 - 4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.
 - 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
 - 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
 - 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
 - 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
 - 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.
- ### 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 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	7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.2.2	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
6.1	Only on the payment of the <i>Purchase Price</i> to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passed to you when it was knocked down to you.			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> .
6.2	You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .			9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	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.	9.3.1	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
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.1	to terminate this agreement immediately for your breach of contract;			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> .
7.1.2	to retain possession of the <i>Lot</i> ;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	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:	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.1	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	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.2	deliver the <i>Lot</i> to a person other than you; 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> .
7.1.6	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;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	10	OUR LIABILITY
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;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	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> .
7.1.8	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;	8.2	The discretion referred to in paragraph 8.1:	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.9	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;	8.2.1	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	10.2.1	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
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.		
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> .	9	FORGERIES		
		9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.		
		9.2	Paragraph 9 applies only if:		
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and		

- 10.2.2 changes in atmospheric pressure; nor will we be liable for;
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

- 10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

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

11 MISCELLANEOUS

- 11.1 You may not assign either the benefit or burden of this agreement.
- 11.2 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.
- 11.3 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.

- 11.4 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.
- 11.5 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.
- 11.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 11.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 11.8 In this agreement "including" means "including, without limitation".
- 11.9 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.
- 11.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 11.11 Save as expressly provided in paragraph 11.12 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.
- 11.12 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.

12 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

"Bidder" a person who has completed a *Bidding Form*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Trust Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams'* normal business bank account.

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
 - (a) the seller;
 - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
 - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

Bonhams Specialist Departments

To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

19th Century Paintings

UK
Charles O' Brien
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Madalina Lazen
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20th Century British Art

Matthew Bradbury
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Aboriginal Art

Greer Adams
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African and Oceanic Art

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U.S.A
Fred Baklar
+1 323 436 5416

American Paintings

Alan Fausel
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Antiquities

Madeleine Perridge
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Antique Arms & Armour

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U.S.A
Paul Carella
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Art Collections, Estates & Valuations

Harvey Cammell
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Art Nouveau & Decorative Art & Design

UK
Mark Oliver
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U.S.A
Frank Maraschiello
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Australian Art

Litsa Veldeks
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Australian Colonial Furniture and Australiana

James Hendy
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Books, Maps & Manuscripts

UK
Matthew Haley
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U.S.A
Christina Geiger
+1 212 644 9094

British & European Glass

UK
Simon Cottle
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U.S.A.
Suzy Pai
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British & European Porcelain & Pottery

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John Sandon
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U.S.A
Peter Scott
+1 415 503 3326

Contemporary Art

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Jeremy Goldsmith
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California & American Paintings

Scot Levitt
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Carpets

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Hadji Rahimpour
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Chinese & Asian Art

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U.S.A
Dessa Goddard
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HONG KONG
Julian King
+852 2918 4321

Clocks

UK
James Stratton
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U.S.A
Jonathan Snellenburg
+1 212 461 6530

Coins & Medals

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John Millensted
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U.S.A
Paul Song
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Contemporary Art & Modern Design

UK
Gareth Williams
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U.S.A
Sharon Goodman Squires
+1 212 644 9128

Costume & Textiles

Claire Browne
+44 1564 732969

Entertainment Memorabilia

UK
Stephanie Connell
+44 20 7393 3844
U.S.A
Catherine Williamson
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Ethnographic Art

Jim Haas
+1 415 503 3294

Football Sporting Memorabilia

Dan Davies
+44 1244 353118

Furniture & Works of Art

UK
Fergus Lyons
+44 20 7468 8221
U.S.A
Jeffrey Smith
+1 415 503 3413

Greek Art

Olympia Pappa
+44 20 7468 8314

Golf Sporting Memorabilia

Kevin Mcgimpsey
+44 1244 353123

Irish Art

Penny Day
+44 20 7468 8366

Impressionist & Modern Art

Deborah Allan
+44 20 7468 8276

Islamic & Indian Art

Alice Bailey
+44 20 7468 8268

Japanese Art

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Suzannah Yip
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U.S.A
Jeff Olson
+1 212 461 6516

Jewellery

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Jean Ghika
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U.S.A
Susan Abeles
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AUSTRALIA
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Marine Art

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Alistair Laird
+44 20 7468 8211
U.S.A
Gregg Dietrich
+1 917 206 1697

Mechanical Music

Laurence Fisher
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Modern, Contemporary & Latin American Art

U.S.A
Sharon Goodman Squires
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Motor Cars

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Tim Schofield
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USA
Mark Osborne
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EUROPE
Philip Kantor
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AUSTRALIA
Damien Duigan
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Automobilia
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Toby Wilson
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USA
Kurt Forry
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Motorcycles

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Automobilia
Adrian Pipiros
+44 8700 273621

Musical Instruments

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Natural History

U.S.A
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Old Master Pictures

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U.S.A
Mark Fisher
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Orientalist Art

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Photography

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Prints

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Scottish Pictures

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Silver & Gold Boxes

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Michael Moorcroft
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Aileen Ward
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South African Art

Giles Peppiatt
+44 20 7468 8355

Sporting Guns

Patrick Hawes
+44 20 7393 3815

Toys, Dolls & Chess

Leigh Gotch
+44 20 8963 2839

Travel Pictures

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