

# The Tom Walford Collection

Tuesday 18 December 2012 at 10.30am New Bond Street, London



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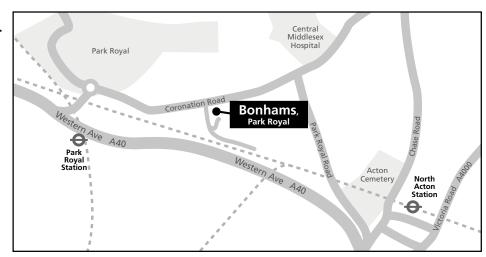
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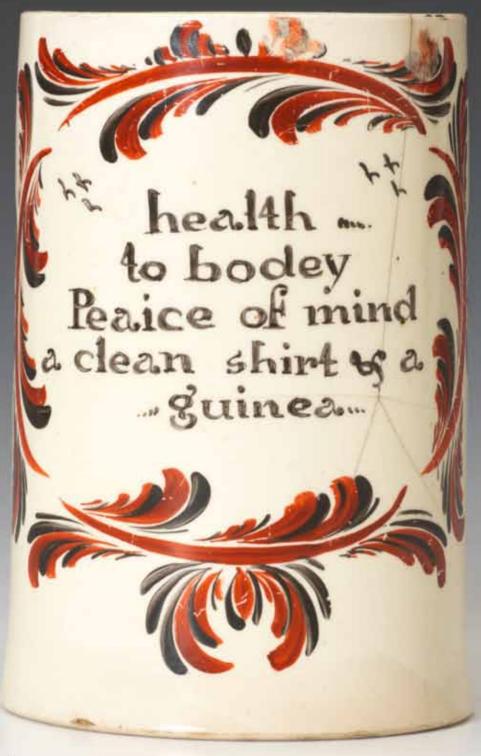
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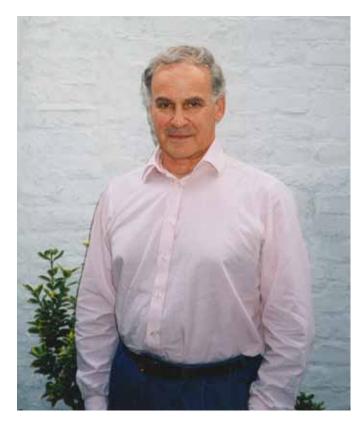
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#### Crème de la crème

A Taste For Creamware

A copy of Donald Towner's book on creamware, received as a Christmas present, sparked Tom's lifelong interest. Donald Towner was a near neighbour in Hampstead and became a friend with whom Tom could share his enthusiasm. Tom's liking for pottery started with visits to an aunt whose copper lustre he admired as a child. Tom had been born in Vienna in 1933 and he was fortunate to be able to make England his home. Gratitude therefore instilled in Tom a passion for all things English. With its elegant shapes combined with the rustic naivety of the enamelling, creamware epitomised so much that was English and Tom was naturally drawn to its charms.

He read law at King's College, London and qualified as a barrister, although he never actually practiced. His working life was in the City, mainly in arbitrage. Having decided that he would collect creamware, he searched for pieces similar to the illustrations in Donald Towner's book. Initially, though, the specialist shops in Mayfair were quite out of Tom's price range and instead he was advised to try Portobello Road.

Every Saturday morning Tom made an excited visit to Portobello Road. In the early 1960s creamware could be found a plenty, but Tom wasn't the only collector seeking interesting pieces. Alastair Sampson, then a successful Barrister was the main competition in those days, forming a sizeable private collection that was sold in 1967. Towner's collection too was sold, in 1968. Tom inherited his friend's notebooks, archives and research and these provided a valuable basis on which to build Tom's own theories and ideas on attribution.

Tom Walford was therefore collecting creamware at the right time, when major sales meant that he was spoilt for choice. Portobello Road still provided the most productive hunting ground, especially in the early 70s. One Saturday morning Tom came across a trestle table covered with interesting pottery for sale from a new young dealer. Tom's eyes were drawn to a pair of creamware shoe buckles (lot 175) and he quickly agreed on a price. When the dealer said his name was Jonathan Horne, Tom remarked "But one of the buckles has the initials JH enamelled on the back—wouldn't you rather keep them?" "Well, just now, I'd rather have the money", Jonathan replied and this is how Tom became both a customer and a friend.

Tom Walford recounted how Jonathan Horne successfully moved onwards and upwards in the market place while Tom preferred to try and buy his pieces lower down the 'food chain'. He did, however, receive an invitation to the first day of Jonathan Horne's new shop in Kensington Church Street and came away from this historic opening with a rather humble 'Whieldon'-type octagonal plate, which Tom hoped at the time might be a piece of Melbourne Pottery. Donald Towner had championed this obscure Derbyshire maker and the moulding on this piece seemed to link up.

To Tom, the mystery and anguish of trying to ascribe creamware to a specific pottery was one of its attractions. Different pieces exhibited features which, Tom felt, should act as some kind of identity card. Intertwined or cross over handles to teapots were fixed to the body under a cluster of stylised flowerheads and trailing leaves which, if studied should help with attribution. Tom came to realise that there are comparatively few pots which can be identified even by matching up such features.

Tom had no idea who made a particular deep cream coloured coffee pot when it first entered his collection from Jonathan Horne (lot 69). The site of Thomas Whieldon's pottery had been excavated and among the shards Tom recognised the handle form that appears to be unique to this maker. This led to the identity of a unique moulding on the spout and another distinctive handle. Recognising one feature led to another, but Tom was always apprehensive of stretching a chain of similar features too far, admitting that in the world of creamware attributions were a minefield and reasons to change an accepted attribution may well be found in the next archaeologist's trench.

Tom enjoyed collecting pieces that helped to illustrate distinct threads of his research. Creamware had been invented in Staffordshire in the 1740s and Tom was naturally drawn to the earliest pieces, the sprigged wares that are so rare in plain cream colour, as well as the popular tortoiseshell and coloured glazed wares everyone knew as 'Whieldon'. While seeking creamware that really was made by Thomas Whieldon, he noted that in 1759, the year that the young Josiah Wedgwood left Whieldon's employment, Wedgwood wrote in his notebooks 'Experiment no. 7... A green glaze on a common white body- very good'. Tom was delighted to own a teapot that could well have been the direct result of this experiment (lot 30) and this led Tom to seek green glazed creamware with a particular relish.

The products of Wedgwood's factory were so well known and published that Tom saw little opportunity to carry out new and original research. He admired the earliest Wedgwood creamware vases, however, and was delighted to acquire pieces from the celebrated Husk service made for Catherine the Great. When his plate (lot 114) turned out not to be Wedgwood but an early Russian copy, this wasn't a disappointment—it just made it more interesting.

When Tom started collecting, creamware was mostly ascribed either to Staffordshire or to Leeds. Donald Towner had given two distinctive groups of pieces a Derbyshire attribution; erroneously it turned out in the case of Melbourne, although Cockpit Hill creamware still forms a recognisable group. Tom Walford realised it was important to review shards from excavations systematically. He examined the relatively small number of finds recovered close to the Cockpit Hill site, making exact matches with pieces in his collection. In his paper on the subject he was careful to report these definite links and while suggesting a likely chronology, was careful to show which Cockpit Hill features were not confirmed by the limited excavations.

Leeds was the most important, though not the earliest creamware maker in Yorkshire. Tom Walford showed how potters and pottery owners moved between Rotherham, Swinton and Leeds, and the two great factories of Leeds and Swinton merged in 1785, so no wonder there are as many similarities as there are differences in their productions. Swinton was responsible for much particularly fine creamware that greatly appealed to Tom. The red scale pieces were a particular favourite (lot 134) but while he believed that they are Swinton products, without definitive evidence, in his lectures he was careful to describe them as 'perhaps Swinton'.

Tom acknowledged that collectors feel more comfortable when a group of pottery has a name to hang it on. Having collected 'Melbourne' with particular interest, he was left with a fair number of pieces which lost their identity when the Derbyshire attribution was discredited (lots 146 to 153). Tom felt it was such an attractive group, with style and quality, that it really doesn't need a name. It cannot be Leeds and while there are suggested links to Swinton, nothing about it matches any shards found there. Tom often wondered if his favourite group could be the missing creamware from the Rotherham Pottery, but this was only a guess, 'or perhaps a subconscious wish to put these elegant pots into a likely slot.

Creamware was literally made all over Britain. One important centre that Tom Walford felt had been overlooked was Newcastle on Tyne in North East England. No archaeological evidence has been found to help identify North Eastern productions and it is only thanks to detective work by enthusiasts like Tom that it is now possible to recognise the tell-tale features of handles and finials that identify the productions of this area. His coffee pot painted with Nancy Dawson (lot 50) links to other coffee pots with their own direct links to Newcastle. The evidence that Tom discovered was written up in his papers to the English Ceramic Circle. Publishing his research was important to Tom as it laid the groundwork on which future scholars can continue his study.

Married for nearly 55 years, Tom had two sons and five grandchildren. When he retired Tom had the time he needed to concentrate on his collection and on his research. Having formed one of the most comprehensive collections of creamware, by necessity he became selective and in recent years he only sought pieces that filled gaps in his knowledge. Tom only bought pieces that either asked a question or answered one. His in-depth research which followed each acquisition was truly scholarly. It provided endless opportunities to compare notes, finials and terminals with his many friends all over the ceramic world. Tom was a most active member of the ceramic collectors' societies, especially the English Ceramic Circle to which he devoted so much time and effort, helping to organise loan exhibitions and the publication of the latest research. Tom wrote...



#### Lot 69

'The history of creamware is the history of a success story, of success in invention, in innovation, in development and in marketing, supplying the public at large with a product... at first new, then fashionable, and latterly universal in its use and distribution....'I am sure that I know less about English creamware now than I did 20 years ago!!

Knowledge has moved on, attributions have become less secure, archaeological study has displaced old certainties and more and more evidence emerges of potters supplying each other to fulfil orders, of dealing in moulds and patterns amongst themselves, and of workmen taking their knowledge and skills with them as they moved between employers. But none of this detracts from the quality and beauty of the objects they produced, and to appreciate them for what they are and what they represent in the history of pottery.'



# 1 An Elers redware beaker, circa 1690-98 Slip-cast with a delicately tapering rim, applied in relief with three fine flowering sprigs, 8.3cm high (small chip to rim) £3,000 - 4,000 US\$4,800 - 6,400

Exhibited in the NCS Exhibitions in Stoke-on-Trent Museum in 1982 and 1989, also in the ECC Vauxhall Exhibition in 2007, illustrated by Roger Massey in the exhibition catalogue 'Ceramics at Vauxhall', p.29. Another example of this rare shape from the W.W. Winkworth collection is illustrated by W.B.Honey in his paper *Elers Ware* (1934), ECC Trans Pt.2, pl.1b. Another is in the collection of Temple Newsam House, Leeds. A further example is in the Dresden porcelain collection by direct decent from the original collection of Augustus the Strong. Augustus appreciated Elers stoneware at the time his alchemists were experimenting to perfect early Meissen red stoneware.



An Arij de Milde redware teapot and another early redware teapot and cover, late 17th century/early 18th century Both of squat round shape with plain loop handles and short, straight spouts, moulded in low relief with simple flowering sprigs, the de Milde teapot 6.6cm high, impressed mark of a fox surrounded by his initials (lacking cover), the other teapot, 8.1cm high (chip to spout) (3) £350 - 400 US\$560 - 640

A group of glazed and unglazed redware items, circa 1760-75 Comprising a coffee pot, a teapot and a teapot and cover, all lead-glazed and with engine-turned decoration to the bodies, 19.7cm and 10cm high, and three unglazed redware items with sprigged decoration of vines and scrollwork, comprising a coffee pot, 12cm high, another coffee pot with a double entwined strap handle, 14cm high, imitation Chinese mark to base, and a large cylindrical punch pot and cover, 19.2cm high (some damage, covers mostly lacking) (8)

£500 - 700 US\$800 - 1,100

#### A Staffordshire solid agate pecten teapot and two glazed red cider jugs, circa 1745-50

the teapot crisply moulded in the form of a scallop shell, with a bird's head spout and a biting snake handle, 13.3cm high (replacement silver cover, metal mount to spout), one of the jugs with a turned band to the body, the rim dipped in cream slip, 13cm high, the other jug with a grooved strap handle, the body decorated with a cream slip band with scored patterns, 14.4cm high (chips) (4)

£750 - 1,000 US\$1,200 - 1,600









5 (detail)

#### 5 A Staffordshire glazed redware hexagonal teapot and cover, circa 1725-45

Attributed to Samuel Bell, Newcastle-under-Lyme, the body with six countersunk ovals moulded in relief with panels of birds and oriental flora, the spout with moulded facets, the cover with a lion-like beast forming the finial, 12.4cm high (cracked and chipped) (2)

£500 - 700 US\$800 - 1,100

See David Barker and Pat Halfpenny, Unearthing Staffordshire, p.22-30 for a discussion on this type of ware. An un-glazed redware teapot attributed to Elers from the Sampson and Horne Collection was sold in these rooms 28 April 2010, lot 111. This teapot bears the same moulded panels as the present example which suggests Bell may have inherited moulds from the earlier Staffordshire Potter. Other unglazed examples are attributed to Elers, see Gordon Elliott, John and David Elers and their Contemporaries (1998), fig.3c. A glazed example similar to the present lot was exhibited by Gary Atkins in March 1995 where it is noted corresponding shards were excavated from Shelton Farm, dating from the period when a John Astbury was a tenant there.

# A small Staffordshire glazed redware armorial teapot and cover, circa 1740

Of tapering bulbous form with a biting snake handle, the spout moulded with sprigs with mask terminal, the body applied with the Royal Arms with lion and unicorn supporters in cream slip, the cover with three sprigs in cream slip, 9.5cm high (chips) (2)

£1,000 - 1,500 US\$1,600 - 2,400

A related armorial jug from the Sampson and Horne collection was sold in these rooms 28 April 2010, lot 196. Other examples of glazed redware applied with royal arms from the Henry Weldon collection are illustrated by Leslie B. Grigsby (1990), p.262, item 148. A waster decorated with the Royal Arms and motto was found in 1925 on the Thomas Whieldon, Fenton Vivian factory site although shards have been found at other sites in Staffordshire. The armorial also appears on saltglaze.

# Two Staffordshire creamware teapots and covers, a saltglaze teapot and cover and a redware teapot, circa 1745-55

Each with finely sprigged or stamped decoration, the creamware teapots both raised on lion mask and paw feet, both stamped with formal roses and scroll motifs, the smaller teapot with so-called 'Liver Birds', 13.7cm and 10.6cm high (covers restuck, other damage), the saltglazed teapot with delicate relief tracery in white against a drab-coloured ground, 14cm high (damaged and restored), the redware teapot of attractive small size, 6.1cm high (cover lacking, loss to spout) (7)

£750 - 1,000 US\$1,200 - 1,600



Three early Staffordshire teapots and one cover, circa 1740-50 All three with a crabstock handle and spout, sprigged with applied fruiting vines, one teapot and cover with a creamware body, the handle, spout and vines streaked in blue and manganese, 12.5cm high (chipped, with a replacement cover), one redware teapot with a rich lead glaze, possibly Newcastle-under-Lyme, 10.8cm high (lacking cover), the other unglazed redware teapot and cover of unusual small size, 10cm high (chipped) (5)

£450 - 600 US\$720 - 960

Tom Walford felt this teapot was the earliest piece of creamware in his collection and thus an exceptional rarity. The spout and handle are of red clay dipped in cream, possibly using cheaper local clay to reduce the cost.

#### A rare white saltglaze bourdaloue and a creamware bourdaloue, circa 1760 and 1780

The saltglaze example with a broad strap handle, scrolled at the lower terminal, 26cm long (chips), the creamware example with an everted rim and a strap handle grooved at the rim, 26.5cm long (2)

£500 - 700 US\$800 - 1,100

The saltglazed example is illustrated by Diana Edwards and Rodney Hampson, White Saltglazed Stoneware (2005), p.38, pl. 25b. It was exhibited in the English Stonewares exhibition, Stoke-on-Trent Museum 1982.











#### 10 Three Water bottles or guglets, circa 1740-1770

All with a globular body, one in saltglaze with a long slender neck, applied with sprigged decoration of trailing flowers, 23.2cm high (rim restored), one with a lead-glazed tortoiseshell body, streaked in green and blue-grey, with an everted rim above a bulb neck, applied with sprigged decoration of 'Liver birds' perched in fruiting vine below a band of sprigs, 25.3cm high (restored neck), the third in plain creamware with two gadrooned line borders, with an everted rim above a bulb neck, 25.7cm high (cracked) (3)

£900 - 1,300 US\$1,400 - 2,100

The saltglaze guglet was exhibited in the 6th NCS Exhibition held at Stoke-on-Trent Museum in 1989. A white saltglaze guglet, applied with the same sprigged decoration as the present lead-glazed example of 'Liver Birds' was offered in these rooms on 6 June 2007, lot 94

# 11 Five pieces of Staffordshire white saltglaze, circa 1740-70

Comprising a pear-shaped milk jug with three paw feet, 10cm high, a globular teapot with paw feet and a band of incised decoration, some traces of gilding remaining, 14.2cm high, a circular strainer with twin handles, 14.7cm wide, a circular dessert basket pierced with interlocking circles, 17.8cm diam, and a rare teapot- or kettle-stand of circular form, the tall foot with pierced decoration, 12cm diam (all damaged) (6)

£800 - 1,200 US\$1,300 - 1,900

The teapot-stand is illustrated by Diana Edwards and Rodney Hampson, White Salt-Glazed Stoneware (2005), colour plate 75, p 205. See Arnold R Mountford, Staffordshire Salt-Glazed Stoneware (1971), plate 80 for a teapot related to the present example, also bearing traces of gilding.

#### 12 A very large early creamware punchbowl, circa 1750

Probably Staffordshire, of plain circular form decorated with four applied sprigs of sprouting grapes and birds in flight, resting upon a stepped foot, 35.4cm diam (cracked)

£500 - 800 US\$800 - 1,300



#### 13 An elaborate Staffordshire white saltglaze house teapot and cover, circa 1745-50

Crisply moulded in the form of a well-proportioned town house of three storeys and a semi-basement, one side of six bays with a central door surmounted by the Royal Arms and flanked by two figures, a smaller figure in the doorway, the other side of seven bays with a single figure in the door, the sides with two figures, birds and a deer amongst foliate branches, the central chimney forming the knop, 16.1cm high (cracked, cover broken and restored) (2)

£800 - 1,200 US\$1,300 - 1,900

Provenance: The collection of The Rt. Hon. Malcolm MacDonald OM, PC, sold by Sotheby's London, 14 March 1978, lot 137. Shown in the Stokeon-Trent Museum 'English Stonewares' Exhibition, 1982. A saltglaze block mould for a house teapot was in the Mavis Bimson Collection sold in these rooms 13 September 2006, lot 65.

#### A Knife box containing a set of Bow porcelain-handled cutlery, circa 1750-60

Each white porcelain handle of pistol-grip shape embossed with rococo scrollwork in light relief, comprising twelve forks and eleven knives each mounted with silver ferrules and steel blades and tines, the handles roughly 6.9cm and 7.7cm long, together with one non-matching knife, contained in a semi-circular fitted box with hinged top (some handles cracked, the box distressed) (25)

£3,000 - 5,000 US\$4,800 - 8,000

A set of Bow cutlery contained in a very similar box was sold in these rooms 13 September 2006, lot 104







15 (reverse)



A corresponding shard from the 'Pomona' site

# An important early creamware coffee cup, circa 1745-48 Samuel Bell's factory, Newcastle-under-Lyme, of crabstock form with a gnarled branch forming the handle and embossed with blossoming branches picked out in cold gilding, 5.6cm high (short fine crack) £1,500 - 2,000 U\$\$2,400 - 3,200

Provenance: the Watney Collection. Illustrated and discussed in the ECC's Limehouse Ware Revealed, fig.140, shown alongside similar cups in Limehouse porcelain and matching shards from the 'Pomona' and Limehouse sites. This distinctive shape provides a significant link between the porcelain manufacture at Limehouse and the earthenware manufactory at Newcastle-under-Lyme in Staffordshire. Samuel Bell made a wide variety of earthenwares on the site until 1744(?). The discovery of experimental porcelain on the same 'Pomona' site is evidence of a failed venture by one of the potters who had previously worked at Limehouse. Another creamware cup of this form is illustrated by Robin Reilly, Wedgwood I (1989), p.154, pl.101.

# 16 An early creamware footed sauceboat, circa 1745-55 Modelled after a silver prototype raised on three mask and paw feet, the crabstock handle extending around the body with blossoming branches moulded in relief, the moulding picked out in underglaze coloured oxides, 18cm long (restored) £1,000 - 1,500 US\$1,600 - 2,400

Provenance: the Wynn Hamilton-Foyn Collection, sold in these rooms 18 May 2011, lot 59. This was one of the last pieces collected by Tom Walford who appreciated the early date and rarity of this sauceboat, which is the only recorded example of this shape. Tom speculated about an Isleworth origin although no corresponding shards have been identified. The shape relates to Limehouse and early Bow porcelain suggesting a date in the 1740s or early 1750s and therefore it probably pre-dates creamware production at Isleworth.



### 17 A very rare lead-glazed teapot and cover attributed to Isleworth, circa 1756-60

Of globular form resting on three paw feet with lion head terminals, with a crabstock handle and spout picked out in blue-grey, the body with a mottled brown tortoiseshell colouring applied with crisply moulded scrolling roses, lotus leaves and other leaves, *12.4cm high* (some restoration to the cover) (2)

£2,500 - 3,500 US\$4,000 - 5,600

Provenance: Jonathan Horne, formerly in the Kanter Collection, sold by Sotheby's London, 14 March 1975, lot 183. This teapot was illustrated and discussed at length by Tom Walford, An unrecorded Isleworth Creamware Teapot, ECC Trans, Vol.20, Pt.1, pp.71-3. Also illustrated and discussed by Tom Walford, A Collector's Progress, English Pottery Studies in Honour of Jonathan Horne (2011), p.119, fig.6. It exactly matches the reliefs on a teapot in Northampton Museum that shows the distinctive 'propeller' arrangement of three leaves on the cover. The present teapot has only two pointed leaves in a similar arrangement on the lid, the third having been replaced by a lotus leaf. Shards recovered from the Isleworth site show this distinctive feature as well as precise turning at the base of the finial. This leaf arrangement has not been noted on finds from any other kiln site.











#### A rare early Staffordshire creamware tea and coffee service, circa 1750-55

With bird finials, paw feet and applied decoration of fruiting vines and roses with traces of cold gilding, comprising a globular teapot and cover, sucrier and cover, milk jug and cover, slop bowl, four coffee cups and four saucers, teapot 15.3cm high (some losses to applied relief, sucrier and slop bowl cracked, one cup cracked, one chipped) (15)

£2,400 - 2,800 US\$3,800 - 4,500

Services of this type only rarely remain together. A sucrier and cover of similar form, with gilded reliefs, is illustrated by Donald Towner, Creamware (1978), pl.3B, p.27.

#### An early creamware teapot and cover and two cream jugs, circa 1750

All supported by three claw feet, the teapot with a crabstock handle and spout, applied in crisp relief with a fruiting vine, 9.5cm high the jugs of pear shape, one applied with fruiting vine, 8.3cm high the other with prunus, 8.2cm high (some damage and restoration) (4)

£650 - 850 US\$1,000 - 1,400

These pieces are similar in form and decoration to contemporary saltglazed examples. The vine decorated jug is illustrated by Diana Edwards. The influence of Saltglazed Stoneware on Creamware. Creamware and Pearlware Re-Examined (2005), fig.2, p.147 along with a saltglazed jug applied with prunus, illustrated as fig.1. The creamware prunus jug is illustrated by Roger Massey, Understanding Creamware (2005), p.16.

Two Staffordshire creamware baskets and stands, circa 1755-60 Of oval form with twin handles, the larger with pierced lattice sides, the basket with the remains of cold gilding, stand 29cm wide (stand with fine cracks), the smaller, possibly by Thomas Whieldon, with pierced lattice panels bordered by moulded fruit and leaves, reserved on a basketwork ground, stand 26cm wide (stand with fine cracks and some loss to the glaze) (4)

£500 - 700 US\$800 - 1,100

These rare examples were probably cast from moulds originally designed for white saltglaze. As such they represent some of the earliest creamware tableware. Corresponding biscuit shards from Thomas Whieldon's site at Fenton Vivian are illustrated in Leslie Grigsby's catalogue of the Henry Weldon Collection (1990), p.136

#### A Staffordshire green glazed basket and stand, a similar saltglaze basket and stand and a creamware stand, circa 1755-65

The baskets and stands of similar form with scrolled handles and everted rims, the sides and the borders of the stands pierced with latticework all moulded with florets at the intersections, the green glazed basket left blind just below the rim, stand 25.6cm wide (stand chipped, basket restored), the saltglaze basket pierced below the rim, stand 25.7cm wide (stand broken, fine crack to rim of basket), the circular creamware stand of the same design with a pierced lattice border, 26cm diam (5)

£900 - 1,100 US\$1,400 - 1,800

Both baskets and stands are illustrated by Diana Edwards, The influence of Saltglazed Stoneware on Creamware, Creamware and Pearlware Re-Examined (2005), figs.28 and 29, p.159. In 1765 Queen Charlotte ordered six green fruit baskets from Wedgwood, see Rosalie Sharp. Ceramics Ethics and Scandal (2002), p.20 where a similar example is illustrated.







#### Three milk jugs, circa 1750-60

Of pear shape with three paw feet, scrolled handles and sparrow beak spouts, applied in relief with fruiting vine, one in saltglaze, some of the white reliefs picked out in blue against the drab-coloured ground, 12.2cm high, another lead-glazed with tortoiseshell decoration, the reliefs picked out in gold, 13.5cm, the third in creamware with gilded highlights, 11.7cm high (all lacking covers, some damage) (3)

£800 - 1,200 US\$1,300 - 1,900

The gilded creamware jug is illustrated by Roger Massey, Understanding Creamware, Creamware and Pearlware Re-Visited (2005), p16. The saltglaze jug is illustrated by Diana Edwards, The influence of Salt-Glazed Stoneware on Creamware, Creamware and Pearlware Re-Visited (2005), fig.3, p.148

#### 23

# Two early Staffordshire teapots and covers and a Jackfield coffee pot and cover, circa 1745-55

All supported by three paw feet and with bird finials, one teapot in dark brown lead-glazed pottery with cream-coloured tendrils growing from the cream handle, 10.4cm high (cover married, crack and chips), the other teapot and cover in creamware applied with fruiting vine, 12.2cm high (spout restuck, chips and minor losses), the black-glazed coffee pot and cover with elaborate applied reliefs picked out in gold, 23.5cm high (spout chipped, gilding worn) (6)

£600 - 1,000 US\$960 - 1,600

The creamware teapot is illustrated by Roger Massey, Understanding Creamware, Creamware and Pearlware Re-Visited (2005), p.16.

#### 24

## Two Staffordshire coloured earthenware teapots and covers, circa 1750

Both teapots of globular form, one with a moulded leaf handle and spout, with an ochre ground applied with sprigged decoration of flowering plants in cream slip, 12.5cm high (restored), the other with a crabstock handle and spout, with a brown ground applied with sprigged decoration of birds perched in vases of flowers in cream slip streaked with brown and green, 10.5cm high (restored) (4)

£900 - 1,300 US\$1,400 - 2,100

# Three creamware circular dishes and a saltglaze dish, circa 1760-65

of varying sizes but similarly moulded in relief with a variety of fruits suspended from a lattice border, scroll-edged panels in the centre, the saltglaze example with a pierced border, 28cm diam (cracked), the smallest creamware example also pierced, the moulding picked out in green, brown and ochre, 24.6cm diam (fine cracks), the largest in the same colours with grey latticework, 28cm diam, the last creamware example left in the white, 26.5cm diam (cracked and chipped) (4)

£700 - 900 US\$1,100 - 1,400

See Diana Edwards, The influence of Saltglazed Stoneware on Creamware, Creamware and Pearlware Re-Examined (2007), p.160, pl.31 for another creamware example and p.159, pl.30 for a saltglazed example. Three related creamware plates from the Hazel Wood Collection were sold in these rooms on 18 April 2012, lots 33 and 34

#### 26

# An early Creamware plate, a teapot and cover and a coffee pot, circa 1750-55

The plate of lobed circular form with pierced cartouches to the rim, framing further intricate fret and diaper panels, 22.5cm diam (restored chips), the teapot with a crabstock handle, sprigged with vined flowers and a band of scrolls picked out in green and brown, a turned band at the rims, the cover also with a band of scrolls, 8cm high (restored), the coffee pot with a plain strap handle and grooved spout, sprigged with fruiting vine picked out in brown, green, ochre and blue-grey, 17.2cm high (some damage, lacking cover) (4)

£800 - 1,200 US\$1,300 - 1,900

The plate is a popular saltglaze form and rarely found in creamware.

#### 27 A rare Staffordshire lead-glazed teapot and cover, circa 1755-60

Of globular form with a crabstock handle and spout, the low domed cover with a bird finial, the sides applied with crisply modelled sprays of flowers, mottled under the glaze in greygreen, 10.5cm high (some restoration) (2)

£750 - 1,000 US\$1,200 - 1,600











#### Four Staffordshire green glazed leaf dishes, circa 1760-65

All crisply moulded with serrated edges with a loop stalk forming a handle, one of small size moulded with flower sprigs in the body, 18.6cm long, one in the form of an oak leaf moulded with hanging acorns, 23.2cm long (chips), one moulded in the form of a cabbage leaf with a bird pecking at fruit perched within the veins, 28.3cm long, another in the form of a cabbage leaf moulded with three berries 26.2cm long (4)

£1,100 - 1,500 US\$1,800 - 2,400

A leaf dish moulded with a bird facing right, with brown and yellow glazes is in the Schrieber collection, illustrated by Bernard Rackham (1930) Vol.2, no.296, pl.43. A related black mould from Wedgwood's Etruria works is illustrated by Luxmore, pl.72. Unglazed shards of a leaf dish moulded with a bird facing left have been unearthed at Isleworth.

#### Four early green glazed plates and a platter, circa 1760-70

One plate with a rim moulded with melons and tendrils 23.5cm diam, two plates of the same form with a feather edge rim, 24.5cm diam (cracked) and another with a border of seeded diaper panels, 23.9cm diam, the platter of oval form with a gadrooned rim, 50cm wide (5)

£600 - 800

US\$960 - 1,300





#### 30 A green glazed cornucopia, a teapot, a bowl and a butter tub, circa 1760-70

The cornucopia moulded with a landscape scene of grazing animals before a country house, framed by trees with a windmill in the distance, with moulded flowers at the base with a shaped rim, 18.1cm long (some restoration), the teapot, probably Wedgwood, of globular form with a leaf moulded handle and spout, sprigged with applied floral garlands and small sprigs, 15.5cm high (base crack) a small bowl decorated with sprigged decoration of fruiting vine, 10.5cm diam (broken and re-stuck), and an oval butter tub with basket work moulding with two pierced handles, 16cm wide (firing cracks) (5)

£1,000 - 1,400 US\$1,600 - 2,200

Provenance: the cornucopia exhibited by Garry Atkins, March 1994, fig.36 and is illustrated by Diana Edwards, The influence of Saltglazed Stoneware on Creamware, Creamware and Pearlware (2005) p.160, pl.160. The building is based on a design by Lord Burlington for a garden pavilion at Chiswick House and may be derived from an illustration in the 1746 edition of Gay's Fables. An identical pair in green was in the Goldweitz collection, lot 133. The teapot is illustrated by Roger Massey, Understanding Creamware, Creamware and Pearlware Re-examined (2005) p.19, pl.4. A very similar example is illustrated by Towner (1978), pl.8A.

# 31 A collection of creamware pickle dishes, circa 1760-80

Comprising a heart shaped dish moulded with scrollwork, 11cm long, an oval dish with a shaped rim moulded with a Chinoiserie figure in a landscape, 12.1cm wide, a scallop-shell shaped dish,10.5cm, two identical small leaf dishes, 10.5cm long, three further various leaf dishes with crisp vein moulding, 15cm, 15.2cm and 15.3cm long, and a dish moulded as an oak leaf, with sprouting acorns, 18.4cm long (some damage) (9)

£700 - 900 US\$1,100 - 1,400

The oval dish is illustrated by Diana Edwards, The influence of Saltglazed stoneware on creamware, Creamware Re-examined (2005), p.157 alongside its Staffordshire saltglaze counterpart. The heart shaped dish is also a well-known saltglaze form. Pickle shells are usually found in early porcelain and are rare in creamware.





#### A rare Staffordshire green glazed tea canister, circa 1755

Of small size and rectangular form, crisply moulded with a flowering bush titled 'CIA or TE herb', the other side moulded with a tree with a vine entwined around one branch, titled 'Herb Teng' in a ribbon, 10cm high, (two small chips and two short fine cracks to rim)

£700 - 1.000 US\$1,100 - 1,600

Provenance: The Douglas Sidders Collection. The moulded decoration is taken from the Dutch traveller Johan Nieuhof's work An Embassy from the East-India Company, of the United Provinces, to the Grand Tartar Cham or Emperour of China, published in the first English edition in 1669 by John Ogilby. One engraving has the same title as on the tea caddy; 'CIA or TE herbe' the vine is entitled 'Vimen Sinicum called TENG'. A green and orange lead-glazed example from the Goldweitz Collection was sold at Sotheby's New York on 20 January 2006, lot 142. A stoneware example with traces of cold gilding from the Glaisher collection, is in the Fitzwilliam museum, no.C.563-1928.

#### 33

#### A small Staffordshire lead-glazed tea canister, circa 1755

Of rectangular shape with chamfered corners, the creamware body moulded with bands of scrollwork, streaked in green and brown, 9.4cm high (lacking cover)

£800 - 1,200 US\$1,300 - 1,900

#### 34

#### Three Staffordshire tea canisters, circa 1760-70

One in plain creamware of cylindrical form, strongly fluted, the domed shoulder with rouletted beading, 10cm high, another of plain square shape glazed entirely in green, with a metal cover, 10.4cm (fine cracks), the third also square, moulded in relief with Chinese figures on a diaper ground, glazed in the manner of 'melon ware' in green and ochre, 10.7cm (cracked) (3)

£1,000 - 1,400 US\$1,600 - 2,200

#### 35

#### A large lead-glazed teapot and cover, circa 1765

Globular with a crabstock handle, spout and finial, applied with sprigged decoration of crisp tendrils sprouting formal roses and various leaves, sponged and streaked underglaze in blue-grey, brown and ochre, 12.5cm high (restoration to end of spot and rim of cover) (2) £600 - 800

US\$960 - 1,300

Illustrated by Roger Massey, Understanding Creamware, Creamware and Pearlware Re-Examined (2005), p.19, pl.5. Similar reliefs have been found on the Whieldon site at Fenton Vivian and it is likely this highquality teapot is a Whieldon production. The same motifs have been found on other sites, however, including Greatbatch and Isleworth, suggesting that this popular model was widely copied.

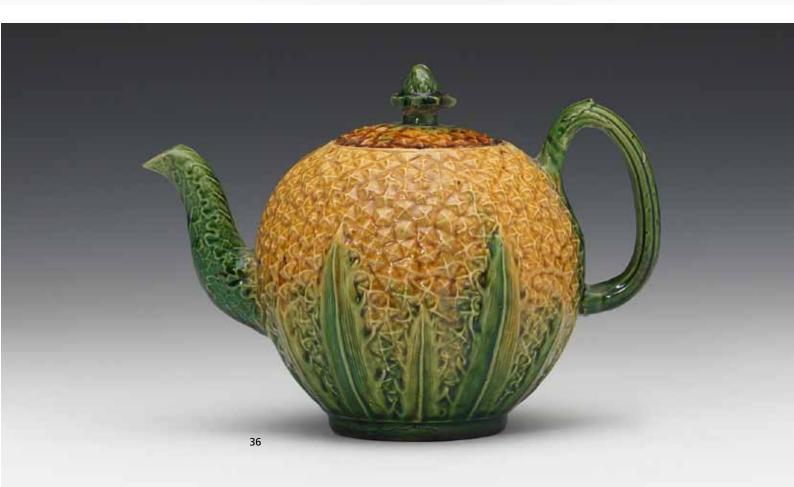
#### 36

A Staffordshire lead-glazed pineapple teapot and cover, circa 1765 Naturalistically modelled with green leaves around the base enclosing a textured yellow body, the green spout and handle moulded with leaves, 14.9cm high (some restoration, chips) (2)

£1,000 - 1,200 US\$1,600 - 1,900

Illustrated by Roger Massey, Understanding Creamware, Creamware and Pearlware Re-Examined (2005), p 20. Compare with the pineapple tea canister from the Sampson and Horne Collection, sold in these rooms on 28 April 2010, lot 360. There are significant differences in the design of the textured surface, suggesting different manufacturers







#### A Staffordshire lead glazed teapot and cover, circa 1765

Of hexagonal shape with a cabbage-leaf moulded spout and leaf scroll handle, the side panels embossed with Chinese figures against a whorl-diaper ground, the shoulder and cover with Gothic borders, richly glazed overall with underglaze coloured oxides, *12.5cm high* (chips to the teapot neck restored) (2)

£3,000 - 5,000 US\$4,800 - 8,000

This teapot is illustrated by Diana Edwards, The influence of Saltglazed Stoneware on Creamware, Creamware and Pearlware Re-Examined (2007), p.154, pl.16. The source for the moulded figures is George Edwards' and Matthias Darly's *New Book of Chinese Designs*, first published in London in 1754. Biscuit and lead-glazed earthenware wasters with similar moulding have been excavated at Thomas Whieldon's Fenton Vivian factory site. A smaller teapot from the Weldon collection moulded with the same panels as the present example is illustrated by Leslie B. Grigsby (1990) item 94a, p.196. Another from the Shand Kydd Collection is illustrated by Henry Sandon, Coffee Pots and Teapots (1973), pl.35.

#### 38

# A Staffordshire creamware teapot and cover, a loving cup and a jug, circa 1765-80

All pieces with a tortoiseshell body with double entwined strap handles, the teapot of cylindrical shape with a fluted spout, the cover surmounted with a flower finial, 13.5cm high (chipped and cracked), the loving cup of campana shape with gadrooned rims, splashed with green, 10.4cm high (cracked), the jug of baluster shape with a mask moulded spout, the handle with flower head terminals, 12.5cm high (cracked and restored) (4)

£650 - 800 US\$1,000 - 1,300

#### 39

#### Five 'Whieldon-type' lead-glazed plates, circa 1760-80

All with a tortoiseshell or other underglaze sponged decoration, comprising two octagonal plates, one speckled in brown with green streaks, 23.5cm diam, the other with a grey-blue mottled ground with green streaks, 21.8cm diam (chipped), the other three plates of circular form with formal moulding to the rims, two with green and ochre streaks, 24.5cm and 23.5cm diam, the third with a mottled solid brown ground, 23.3cm diam (some fine cracks and chips) (5)

£500 - 700 US\$800 - 1,100

#### 40 A William Greatbatch teapot and two Staffordshire lead-glazed teapots and covers, circa 1750-60

All with a tortoiseshell glaze streaked with green, blue-grey and ochre, the Greatbatch teapot moulded with two oval medallions, one of a figure playing an instrument, the other with two figures in oriental costume, grooved strap handle with upturned thumbrest, 11cm high (spout chipped), another teapot sprigged with scrollwork with a crabstock handle, 11.5cm high (cover restored), the other of plain shape with a crabstock handle, with a cover, 10.5cm high (spout and cover restored) (5) £800 - 1,200

A biscuit earthenware teapot waster applied with a similar relief of Chinoiserie ladies was found on the Greatbatch Site (Phase II). The decoration is taken from plate 175 of *The Ladies Amusement*, reproduced by Leslie Grigsby, Weldon Catalogue (1990), p.58. A tortoiseshell-ware coffee pot decorated with the same moulded figures is illustrated by David Barker, William Greatbatch (1990), p.196, pl.72.

#### 41

Two Tortoiseshell-ware teapots and covers, Staffordshire and Cockpit Hill, circa 1755-65 Both with a tortoiseshell glaze, the Staffordshire example of globular shape raised on three paw feet with a crabstock handle and spout, the cover surmounted with a bird finial, 11.7cm high, the Cockpit Hill example of attractive small size, 8cm high (both with some restoration) (4)

£800 - 1,200 US\$1,300 - 1,900

US\$1,300 - 1,900

The Staffordshire example is illustrated by Roger Massey, Understanding Creamware, Creamware and Pearlware Re-Visited (2005), fig.3, p.18. The Cockpit Hill example is illustrated by Tom Walford, Cockpit Hill-some evidence from Sherds and other places, Creamware and Pearlware Re-Visited (2005), fig.42, p.196. The chamfered spout and flat topped button knop are features of the first phase of production at Cockpit Hill. Examples in this small size are very rare.

















# Three Staffordshire lead-glazed small mugs, circa 1760

One of U-shape with a double scrollwork handle with upturned thumbrest, the body moulded with a garland band at the rim hanging with flowers, sponged in brown with streaks of green, blue-grey and ochre, 7.6cm high, one of plain cylindrical shape with a spreading foot and a grooved strap handle, the body streaked in green and blue-grey, 6.2cm high, the other of plain shape with a mottled brown tortoiseshell glaze, 8cm high (all cracked) (3)

£750 - 1,000 US\$1,200 - 1,600

#### 43

# Three Staffordshire lead-glazed creamjugs, circa 1760-65

One of pear shape with a shaped rim on three paw feet with a grooved strap handle, streaked in brown and blue-grey, 11.9cm high (handle restored), one of pear shape with a shaped rim and a loop handle, with a mottled brown tortoiseshell glaze, 8.8cm high (chipped), the other of small squat shape, the side handle with an upturned thumbrest sponged in brown, with streaks of green, blue-grey and ochre, 5.5cm high (3)

£1,000 - 1,500 US\$1,600 - 2,400

#### 44

#### A Staffordshire 'cauliflower ware' teapot and cover, coffee pot and plate and a 'melon ware' teapot, circa 1765-70

The 'cauliflower ware' crisply moulded with leaves picked out in green against the cream-coloured florets, the teapot with a knop in the form of a floret, 12.1cm high (damage and losses), the coffee pot of pear shape, 19cm high (cover lacking), the plate with a lobed rim, 24cm diam (restored), the 'melon ware' teapot with an engine-turned globular body, decorated with vertical green and yellow stripes, 10.5cm high (cover lacking, spout ground down) (5)

£800 - 1,200 US\$1,300 - 1,900

Tom Walford compared the coffee pot with the Greatbatch shards at Hanley Museum and found significant differences in shape. His notes to this effect are included with the lot. A similar 'melon ware' teapot and cover from the Sampson and Horne Collection was sold in these rooms on 28 April 2010, lot 358



#### A Staffordshire lead-glazed puzzle jug and a tray, circa 1760

The puzzle jug with a mottled brown tortoiseshell glaze, the neck with a band of piercing below the tubular rim applied with three nozzles with a concealed hole to the underside of the handle, 20.8cm high (some restoration), the tray of rectangular form with a gadrooned rim, sponged in grey with streaks of green, blue-grey and ochre, 23.5cm wide (section broken and re-stuck) (2)

£800 - 1,200 US\$1,300 - 1,900

Similar trays were in the Lomax and Earle collections, see the sale catalogue of the Harriet Carlton Goldweitz Collection, Sotheby's New York January 20 2006, lot 119.

#### 46

# Two Staffordshire snuff boxes, a pair of knife and fork hafts and a further fork haft, circa 1755-70

One box of cylindrical form with a solid brown-grey mottled ground, with a mother-of-pearl lid with metal mounts, 5.5cm diam, the other tortoiseshell-ware box lacking cover, 7.1cm diam (broken), the knife and fork hafts with a mottled brown tortoiseshell body, 7.1cm and 7.4cm long excluding mounts (fork haft with damage), the further fork haft of solid agateware swirled with brown and cream, 6.2cm long (some damage) (5)

£700 - 1,000 US\$1,100 - 1,600

#### 47

#### A fine creamware pilgrim flask, circa 1770-75

Finely moulded in the shape of a scallop shell, the ornament repeated on both sides and edged with a fine gadrooned line, similar gadrooned outlines to the short cylindrical neck, 17.3cm long

£500 - 700 US\$800 - 1,100

The scallop shell is traditionally associated with pilgrimage.



47





# A fine creamware coffee pot and cover, circa 1760-70

Of slender pear shape with a broad strap handle and an elaborately moulded spout, the domed cover with a crabstock finial, painted in saltglaze style with a gentleman standing before a church, the reverse with an obelisk, 23.7cm high (spout chipped and with restored area) (2)

£1,500 - 2,000 US\$2,400 - 3,200

Exhibited in the NCS Creamware and Pearlware Exhibition (1986), p.70, fig.29. The direct influence of saltglaze is clearly seen in both the shape and the enamelled decoration.

#### 49

# A saltglaze teapot and cover, a creamware teapot and cover and a creamware jug, circa 1760-70

The small globular saltglaze teapot with a crabstock handle and spout, painted in colours with flowers and rockwork in famille rose, 9.3cm high, the creamware teapot and jug both painted in saltglaze style with island landscapes, 12.6cm and 12.7cm high (some damage and restoration) (4)

£650 - 850 US\$1,000 - 1,400

# A good creamware coffee pot and cover, circa 1765-75

Probably North Eastern, of baluster shape with a ribbed spout and entwined ribbed handle, the cover with a pierced mushroom finial, painted in colours with Nancy Dawson dancing the hornpipe, the reverse with a young man leaning on a staff beside a river or lake, 23.5cm high (some cracks, chips to spout) (2)

£800 - 1,200 US\$1,300 - 1,900

Exhibited in the ECC Exhibition 1986, Stokeon-Trent City Museum, p.71, pls.30a and b and front cover. The image of Nancy Dawson was used in the 1762 edition of The Ladies Amusement. This coffee pot is discussed by Tom Walford, Early Creamware from North East England, Creamware and Pearlware Re-Examined (2005), p.96, figs.18 and 19. Tom suggested the group to which his pot belongs was made in the Newcastle area, based upon distinctive potting features and the strong continental influences prevalent in Newcastle at the time. The occurrence of a similar figures in the work of William Beilby is also discussed. See also Tom Walford paper in the NCS Newsletter No.157, illustrated on p.5, fig.1.

#### 51 A creamware coffee pot and cover, circa 1775

Possibly Newcastle, North Hylton Pottery, of pear shape with a moulded and entwined handle and pierced mushroom finial, gadrooned rims, painted in colours with 'The Music Lesson', a seated lady reading from sheet music accompanied by a standing flautist, the reverse with a group of houses, 22cm high (fine cracks) (2)

£700 - 900 US\$1,100 - 1,400

Illustrated by Tom Walford, Early Creamware from North East England, Creamware and Pearlware Re-Examined (2005), p 105, figs 36-38. The distinctive moulded grooves on the handle are similar to two mugs discussed by Walford, op cit, pp. 102-106. One is lot 60 in this sale and the other is in the Willett Collection in Brighton. Both are attributed to the North East, the Willett mug bearing a depiction of a building broadly similar to Hylton Castle, owned by the Maling family. John Maling was the proprietor of the North Hylton Pottery.











# A massive early pearlware punch bowl, circa 1770

Probably North Eastern, painted with a large landscape vignette of a farmer ploughing, a milkmaid with a cow and ox and a sailing ship, the other side inscribed in black 'Happy we are met, Happy we remain. Happy may we part, In hopes to meet again.' within a scrollwork and rose cartouche, the interior painted with two swans within a green diaper border to the rim, 38.5cm diam (fine cracks)

£1,500 - 2,000 US\$2,400 - 3,200

#### 53

### A rare creamware teapot and cover, circa

Of hexagonal shape moulded in relief with panels of Chinese figures, picked out in colours, the shoulder and cover embossed with Chinoiserie ornament picked out in red and yellow, the finial in the form of a spaniel, 12.5cm high (some restoration) (2)

£1,500 - 2,000 US\$2,400 - 3,200

Provenance: Gary Atkins, Exhibition March 2005, catalogue fig.42. Illustrated by Diana Edwards, The Influence of Saltglazed Stoneware on Creamware, Creamware and Pearlware Re-examined, p.153, figs.13-14 together with a block master mould for this teapot now in the V and A. The moulded panels are taken from Darly and Edwards' A New Book of Chinese Designs, Calculated to improve the present taste, consisting of figures, buildings, & furniture, etc'. Published in 1754, the book consisted of 120 plates. A very similar example was exhibited by Jonathan Horne, Catalogue pt.8 (1988), fig.220. For other related figure moulding see Donald Towner, Creamware (1978), pls. 9A and B. The same handle and spout occur on lead-glazed teapots with different Chinese moulding, see the Henry Weldon Collection, pp.196-7.

#### 54 A good creamware cylindrical mug, circa 1780

With a broad reeded strap handle, painted in colours with a weaver at his loom, visible through a doorway flanked by flowering plants, inscribed above 'Joseph Whitley wever', 14.3cm high (a few scratches)

£450 - 600 US\$720 - 960

A good creamware mug, dated 1781

Probably North Eastern, of cylindrical form with delicately moulded border, painted in colours opposite the handle with a cooper at work, inscribed 'Jno and Cath'n Little, 1781' within a distinctive border of naively painted roses and yellow diaper, 12.2cm high (rim chip)

£700 - 900 US\$1,100 - 1,400

Exhibited in the ECC Shipwrecks and Marriages Exhibition 2009. The painting on this mug is closely related to a coffee pot in the Laing Gallery in Newcastle inscribed 'Ann Fenwick 1778', illustrated by Tom Walford, Early Creamware from North East England, Creamwares and Pearlwares Re-Visited (2005), p 111. The beaded moulding is similar to that on the mug illustrated at p 110. The handle terminals are the same as on the following lot in this sale, suggesting a North Eastern origin for this group.

#### 56

# Two creamware coffee pots and covers, circa 1775 and dated 1782

One of North Eastern origin with a pierced mushroom finial, moulded gadroon rims and a reeded entwined handle with distinctive terminals, painted with two ladies beside a fence, one smoking a pipe, the reverse with a couple in a landscape, 25cm high (restored), the other painted with a couple taking tea, inscribed 'Jonathan and Mary Woodhead 1782', the reverse with a pagoda, diaper borders, 23cm, 'J D' painted in red on the underside (damaged) (4)

£900 - 1,200 US\$1,400 - 1,900

The first coffee pot was found in the Newcastle area and is discussed by Tom Walford, Early Creamware from North East England, Creamware and Pearlware Re-Visited (2005), pp.107-108. It bears North Eastern features of a pierced mushroom finial and a landscape on the cover. The exuberant handle terminals are the same as the 'Mary Clark' coffee pot illustrated on p.106, and a teapot in Truro Museum shown on p.101. The decorator of the second coffee pot is responsible for a number of pieces with the same scene, both in blue and white and in enamels. Two related examples, also dated 1782, were sold in these rooms 18 April 2012, lots 42 and 43.













# A creamware coffee pot and a guglet, circa 1765-75

The coffee pot probably North Eastern, of pear shape with an ribbed spout, entwined ribbed handle and pierced mushroom finial, painted in black with a long-tailed bird on a branch and an insect in flight, the reverse with buildings, 22cm (damaged and restored), the globular guglet with a short neck, painted in black with flower sprays and insects in flight, 26.5cm (rim chip) (3)

£700 - 1,000 US\$1,100 - 1,600

The coffee pot is similar in shape to Lot (line 298-Nancy Dawson coffee pot) in this sale, sharing a similar ribbed spout and handle and a pierced mushroom knop. These features are discussed by Tom Walford, Early Creamware from North East England, Creamware and Pearlware Re-Visited (2005), p.98. A typical feature of this group is use of a small landscape on the cover echoing that on the pot itself. The guglet was exhibited in the NCS Exhibition ,Stoke-on-Trent 1986, catalogue p.72.

#### 58

# Two creamware mugs, dated 1782 and circa 1780-90

Both of cylindrical form with strap handles, one North Eastern example inscribed 'William Clifford. MEDOMSLEY. 1782', the reverse painted with the arms of the Worshipful company of Weavers, framed with an elaborate wreath of roses beneath a puce diaper border, 15.3cm high, the other mug painted in tones of grey and orange with a sailing ship, a double concentric band at the rim, 15.9cm high (restored) (2)

£700 - 900 US\$1,100 - 1,400

A entry exists of a William Clifford marrying a Hannah Landle on the 25 February 1800 in the Medomsley marriage Registers. The Worshipful Company of Weavers is the most ancient of the Livery Companies in the City of London.

#### 59

#### A green glazed teapot, dated 1791

Probably North Eastern, of cylindrical form with a grooved handle and spout, the body with all-over pricked or rouletted texture, decorated in cold gilding with a scrollwork cartouche inscribed 'Elizabeth Lawrence Sandwich. 1791', the reverse with 'Long may we live, Happy may we be, Blest with content, From misfortune free', 14.4cm high (cracked) (2)

£600 - 800 US\$960 - 1,300

Exhibited in the ECC exhibition 'Shipwrecks and Marriages', 2009. An example dated 1790 is illustrated by Henry Sandon, Coffee Pots and Teapots (1970), p.111, fig.25.

#### A creamware mug, circa 1770-80

Probably North Eastern, possibly North Hylton Pottery, cylindrical with a slightly spreading foot and a distinctive grooved handle with an upwards kick to the lower terminal, painted in colours with two men in a coal barge flaked by buildings in iron red, inscribed 'Philip Reed Master Metter of Maldon', 14.1cm (cracks) £700 - 900

US\$1,100 - 1,400

Illustrated and discussed by Tom Walford, Early Creamware from North East England, Creamware and Pearlware Re-Visited (2005), p 102. The coal barge or Newcastle keel boat is similar to those depicted on a 1745 view of Newcastle by Nathaniel Buck, illustrated at p.87. The use of sombre colours is reminiscent of the Nancy Dawson coffee pot, lot 50 in this sale and it seems likely this mug was made and decorated in the Newcastle area. The surname Reed is local to the North East and coal from there was brought down the east cost and up the River Blackwater to be landed at Maldon. The word 'metter' is another name for a 'coal meter', a customs officer whose job was to certify coal for the purpose of collecting customs duties. The distinctive moulded handle is similar to that on the coffee pot and cover, lot 51, and to a mug in the Willett Collection possibly linked to the Maling family, see Tom Walford, op cit, pp.103-104. See also Tom Walford's NCS paper, Newsletter No.157, where the present lot is illustrated at p.6, figs.2 and 3.

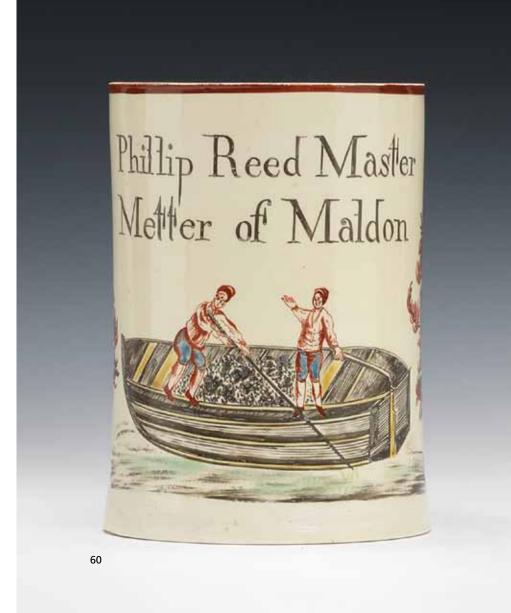
#### 61

# A North Eastern banded earthenware teapot and cover, dated 1792

Possibly Newcastle-upon-Tyne, of cylindrical form in creamware overlaid with a broad band of caramel slip, inscribed in cold gilding 'Thos Woodger (&) Anne Sparks/West Moling, Kent. 1792/ Long may we Live/ Happy may we be/ Blest with content/ & From (misf)ortune Free', the reverse with a farmyard scene, 17.5cm high (spout restored, gilding worn) (2)

£500 - 800 US\$800 - 1,300

Provenance: The Sampson and Horne Collection, sold in these rooms 28 April 2010, lot 541. The marriage of Thomas Woodger of Leybourne (1751-1831) and Ann Sparks of West Maling, Kent took place on 14th July 1792. Wares of this type are often associated with the North-East of England, where trading in wool from Kent and coal from Newcastle-upon-Tyne was very active.









#### A large creamware basket and stand, circa 1780

Probably North Eastern, of circular form with everted sides pierced with latticework above a fluted band, the twin entwined handles applied with distinctive moulded floral and foliate sprigs, 35.5cm wide (fine crack, stand broken at the rim) (2)

£200 - 300 US\$320 - 480

Provenance: Jonathan Horne. Illustrated by Tom Walford, Early Creamware from North East England, Creamware and Pearlware Re-Visited (2005), p.109, fig.47. The size of this basket is exceptional. The handle terminals match the 'Mary Clark' coffee pot illustrated by Tom Walford, *op cit*, p.106.

#### 63

Four creamware teapots and covers, two dated 1760 and 1769 With cold gilded inscriptions, comprising a cylindrical example, probably North Eastern, inscribed 'Anne Boucant Page', 16.5cm high, another with a pierced gallery, inscribed 'Marmaduke...', 16.3cm, a globular example inscribed 'Susannah Drewry Weary Hall 1769', 11.2cm, and another inscribed 'Mary Horod Boulge' and dated '1760' to the reverse, 14.6cm (all with gilding worn, some damage) (8)

£700 - 900 US\$1,100 - 1,400

The first teapot is illustrated by Tom Walford, Early Creamware from North East England, Creamware and Pearlware Re-Visited (2005), p.110, fig.51. The Susannah Drewry teapot, from the Donald Towner Collection, was shown in the ECC Exhibition 'Shipwrecks and Marriages', 2009

#### 64

Four pieces of inscribed creamware, including dates 1779 and 1778 Comprising a large jug inscribed 'Edward Monck Stamford 1779', the colourful cartouche flanked by farming implements, 19.7cm, a cylindrical mug inscribed 'I Wellar Chequar Berrick 1778', 12.5cm, a coffee pot painted with a seated lady, inscribed 'Elizth Allcock', 18.6cm, and a globular teapot painted with the tools of a blacksmith above the motto 'Honor Deo', the reverse inscribed Michael Speddin', 11.6cm high (all chipped and cracked, covers lacking) (4)

£900 - 1,200 US\$1,400 - 1,900

#### 65

#### Six creamware teapots and covers, circa 1765-70

All painted with flowers in predominantly red and black, comprising two teapots with straight spouts, crossover handles and rouletted borders, one of which is painted with a long-tailed bird, 13cm high, three others of globular shape with boldly modelled entwined handles, one of which is attributed to Thomas Whieldon, 11cm to 14.5cm high, and the final teapot of cylindrical form, 12.5cm high (some damage and restoration) (12)

£1,000 - 1,500 US\$1,600 - 2,400

One of the globular teapots is illustrated by Tom Walford, The Sloping Neck Tea Canister Factory, NCS Newsletter No 163, p 37, fig 11 where it is attributed to Swinton and illustrates the differences between North Eastern flower knops and those made in Staffordshire, Yorkshire or Derbyshire. Horizontal flower knops are a North Eastern feature. Another of the globular pots is illustrated by Tom Walford, The Search for Whieldon's Creamware, ECC Trans., Vol.17, Pt.3, p.438.

#### 66

A group of inscribed creamwares, two pieces dated 1776 and 1781 Probably North Eastern, with distinctive floral and border painting including naive red roses, comprising a sucrier and cover with a pierced gallery inscribed 'J M', 12cm high (chips), a drum-shaped teapot inscribed 'Margaret Teasdale', 9cm high (cover lacking, enamel flake), a cylindrical mug with an entwined handle and distinctive moulded and applied terminals, inscribed 'Jas and Elizth Rogers 1776', 14.8cm (cracked, chipped and discoloured), and a rectangular tea canister with a distinctive sloping neck and rouletted borders, inscribed 'MB 1781' 13cm (cover lacking, restored) (5)

£900 - 1,200 US\$1,400 - 1,900

The tea canister is illustrated by Tom Walford, The Sloping Neck Tea Canister Factory, NCS Newsletter No 163, p.33, figs.1-3 where its North Eastern origin is discussed. The sucrier and cover is illustrated at figs.9 and 10, with special reference to the horizontal flower knop, another North Eastern feature. The handle terminals on the mug are the same the 'Mary Clark' coffee pot illustrated by Tom Walford, Early Creamware from North East England, Creamware and Pearlware Re-Examined (2005), p 106.

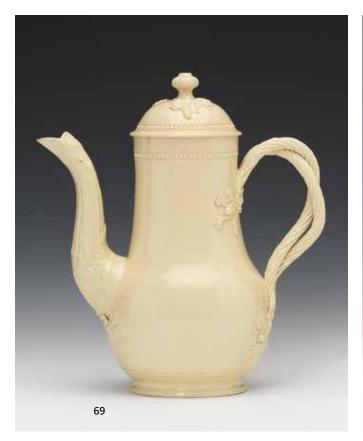














#### 67 Two creamware teapots and covers, a teabowl and saucer and a milk jug, circa 1765-70

The teapots of globular form, one painted with flowers in black and red, reserved on a red scale ground, 13cm high (restored, chipped and worn), the other naively painted all over with red scales, 12cm high (cover broken, spout chipped), the teabowl and saucer and milk jug Staffordshire, possibly Whieldon, with floral panels reserved on a red ground painted with a diaper pattern in white and black, jug 8.3cm, saucer 12.2cm (jug restored) (7)

£800 - 1,200 US\$1,300 - 1,900

A fragment of similar design to the teabowl and saucer and milk jug was found on the Whieldon site at Fenton Vivian. A matching coffee pot and cover was in the NCS Creamware and Pearlware Exhibition 1986, p.67, no. 14.

#### 68

#### A rare creamware argyll and a puzzle jug, circa 1765

The puzzle jug attributed to Thomas Whieldon and of pear shape, a collar below the pierced rim applied the three nozzles, the distinctive silver shaped handle scored with a line down each side, 19.7cm high (chips to nozzles, fine cracks to rim), the argyll with a ribbed spout and entwined ropetwist handle applied with flowers and leaves at the terminal, two floret applied to the crescent-shaped section partially covering the top, 14.3cm high (a few chips and small losses)

£800 - 1,000 US\$1,300 - 1,600

Provenance: The puzzle jug from the Donald Towner Collection, illustrated by Tom Walford, The Search for Whieldon's Creamware, ECC Trans., Vol.17, Pt.3, p.441. The elaborate handle form matches examples found on the Fenton Vivian site.

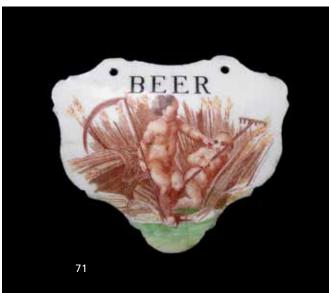
# Two rare creamware coffee pots and covers attributed to Thomas Whieldon, circa 1765

One of pear shape with an elaborately moulded spout and entwined ropetwist handle, the terminals applied with flowers and leaves, further sprigs applied below the spout and surrounding the pierced mushroom finial, rouletted borders, 23cm high (short cracks and tiny chips), the other with a crisply moulded spout and double scroll handle, the plain body with traces of flowers in cold gilding, 20.5cm high (4) £700 - 1.000

US\$1,100 - 1,600

Provenance: the rope handled example from Jonathan Horne, illustrated by Tom Walford, A Collector's Progress, English Pottery Studies in Honour of Jonathan Horne (2011), p.116, fig.3. Both are illustrated by Tom Walford, The Search for Whieldon's Creamware, ECC Trans., Vol.17, Pt.3, 2001, pp.436-437. The same spout as the first mentioned is found on two redware coffee pots, the handles of which match shards excavated at Fenton Vivian, as does the ropetwist handle. The unusual positioning of the applied flower and leaf sprigs appears to be a Whieldon feature. The distinctive double scroll handle, a further feature of Whieldon productions, is also seen on the puzzle jug in the previous lot.







#### 70 Two creamware teapots and covers enamelled in black, circa 1770-80

One of barrel shape with a double entwined handle, painted in black with an armorial within a pattern of scattered sprigs, 15.6cm high, the other cylindrical with a strap handle and fluted spout, inscribed 'Sam.l & Marg.t Wilson, 1779' within a floral cartouche, the reverse with a cobbler and a lady, 15.1cm high (some restoration) (4) £1,000 - 1,500

US\$1,600 - 2,400

The larger teapot was exhibited in the ECC Armorials exhibition in 2008. The other teapot was shown in the ECC 'Shipwrecks and Marriages' exhibition, 2009, item C16.

#### 71 A Battersea enamel bottle ticket and a related creamware jug, circa 1753-56 and 1765

The wine label engraved by Simon Francis Ravenet after a design by James Gwin, inscribed in black 'BEER', printed in puce and lightly overpainted with two putti harvesting barley, one holding a rake, the other a scythe, 7.1cm wide, the jug probably for ale, with an entwined handle and gadrooned rim, painted in puce monochrome with the same scene of two putti amongst barley, 15.8cm (some cracks) (2) £1,700 - 2,200

US\$2,700 - 3,500

Provenance: the label from the Bernard Watney collection, exhibited in the ECC 50th Anniversary exhibition (1977), item no.254 and also illustrated by E W Whitworth, Wine Labels (1966), p.40. Seventeen different designs for Battersea bottle tickets are presently recorded along with some forty-two different titles. All were engraved by Ravenet after designs by James Gwin. The Battersea bankruptcy sale of 1756 included 'Bottle tickets with chains for all sorts of liquor, and of different subjects...'. The same design of putto harvesters also appears on labels inscribed 'Mountain'.



A William Greatbatch creamware teapot and cover, circa 1770-82 Of cylindrical form with a ribbed crossover handle and flower knop, a moulded band of scrollwork and flowers around the middle picked out in gold, painted in chintz style with vertical floral bands, 12.2cm high (chips and short cracks, cover damaged and restored) (2)

£1,000 - 1,500 US\$1,600 - 2,400

Provenance: Donald Towner Collection. Illustrated By David Barker, William Greatbatch (1991), pl.66, p.193. The handle terminals on this pot are of type 23, illustrated at fig 26, p 171. The flower knop is a variation of type 10, illustrated at fig.23, p.168 and not recognised among the excavated shards.

#### 73

A William Greatbatch creamware teapot and cover, circa 1770-82 Of ovoid shape with a reeded crossover handle, flower and leaf terminals and a flower knop, moulded around the middle with a band of scrolls and flowers picked out in green and gold, the gadrooned borders also gilded, the remainder of the body painted with formal flowers in a distinctive palette, 13cm high (slight restoration) (2)

£600 - 800 US\$960 - 1,300

Provenance: Jonathan Horne. Illustrated and discussed by Tom Walford, A Collector's Progress, English Pottery Studies in Honour of Jonathan Horne (2011), p.118, fig.5.



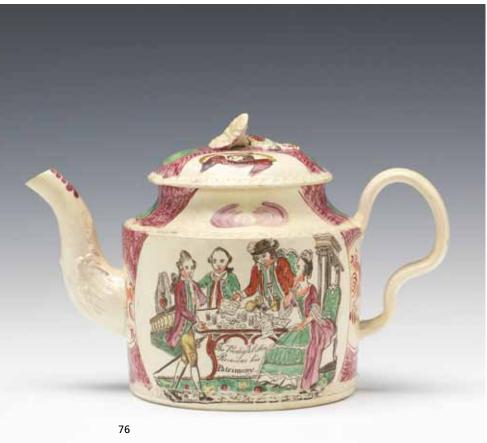
# 74 Two William Greatbatch teapots and covers and another Greatbatch teapot, circa 1770-82

The teapots and covers of ovoid form with crossover handles, fluted spouts and flower finials, the larger painted in red and black with a bridge connecting two islands and a fisherman in a sampan, the moulded gadrooned borders picked out in blue, 13.6cm high, the smaller teapot and cover with applied flower and leaf terminals, painted with naive flower sprays, 11.6cm high (both cracked and chipped, covers restored), the other teapot with a lathe-turned raised central band incised with chevrons, painted in red and black with a bridge between two islands, 11.3cm high (cover lacking, chipped and cracked) (5) £500 - 700

US\$800 - 1,100

Provenance: the first mentioned teapot and cover from the Gautier and Donald Towner Collections, illustrated by David Barker, William Greatbatch (1991), pl.130, p.222. The related lid-less teapot is illustrated at p.186, pl.63 and has Type 23 handle terminals.





# A large William Greatbatch creamware teapot and cover, circa 1770-82

Of cylindrical form with an ear-shaped handle and pierced globular knop, printed and enamelled with 'Juno' seated in her chariot pulled by two peacocks, the reverse with 'the World with Sun, Moon and Stars', the cover with corresponding panels of the sun and moon, 14cm high (chip on footrim, some restoration) (2)

£1,000 - 1,500 US\$1,600 - 2,400

A similar teapot with a flower knop is illustrated by David Barker, William Greatbatch (1991), pls.XVIII/XIX.

#### 76

# A William Greatbatch creamware teapot and cover, circa 1770-82

Of cylindrical form with an ear-shaped handle, printed and enamelled with 'The Prodigal Son Receives his Patrimony', the reverse with 'The Prodigal Son Taking Leave', reserved on a puce ground with smaller floral panels, the cover with two winged cherub's heads, *12cm high* (some restoration) (2)

£600 - 800 US\$960 - 1,300

Another Greatbatch teapot from the Samson and Horne Collection and bearing different prints from the Prodigal Son series was sold in these rooms on 28 April 2010, lot 437. The series is discussed by David Barker, William Greatbatch (1991), pp 229-232. Many corresponding shards were excavated on the factory site.

#### 77 A rare William Greatbatch creamware teapot and cover, circa 1765-70

Of ovoid form with an entwined handle with flower and leaf terminals, moulded spout, flower finial and gadrooned borders, painted on both sides in red and black with a seated lady holding a fishing rod, flanked by diaper panels in the same colours, the handle, spout and borders picked out in bright green, 13.5cm high (some damage and restoration) (2)

£600 - 800 US\$960 - 1,300

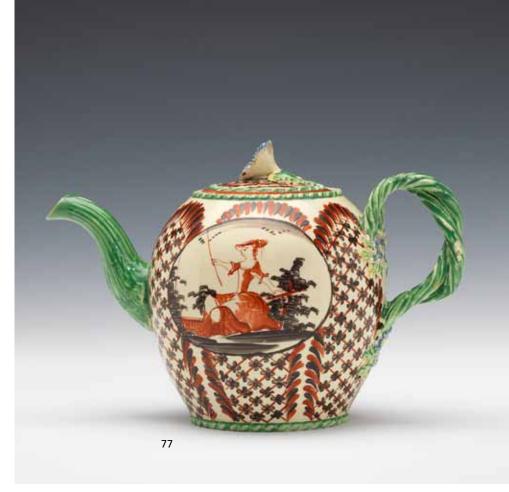
A drum-shaped teapot and cover in Colonial Williamsburg with similar decoration is illustrated by David Barker, William Greatbatch (1991), pl.89, p.205.

#### 78

# A William Greatbatch creamware teapot and cover, circa 1770-82

Of baluster shape with an ear-shaped handle, pierced globular knop and a pierced gallery around the cover, painted with Aurora riding a chariot pulled by winged horses, the reverse with a rising sun and two winged cherub's heads, flaked by smaller panels of puce scrolls, 12.7cm high (chipped, losses to the gallery) (2) £800 - 1,200 US\$1,300 - 1,900

A Greatbatch cylindrical teapot painted with the same subject from the Samson and Horne Collection was sold in these rooms on 28 April 2010, lot 236 and another example is illustrated by David Barker, William Greatbatch (1991), pl.X.











A William Greatbatch jug and cover and a tea canister, circa 1765 Both pieces with a cream body moulded with the 'Fruit Basket' pattern, the jug with a moulded strap handle decorated in underglaze green, brown and blue-grey, 14.7cm high (restored), the tea canister of rectangular shape with rounded shoulders, 10.9cm high (lacking cover)

£550 - 700 US\$880 - 1,100

Provenance: the jug from the Wynn Hamilton-Foyn Collection. The Fruit Basket pattern is known only from a single manufacturer, confirmed by a profusion of shards found on the Greatbatch site, see David Barker, William Greatbatch (1991), pp.241-244.

#### 80

# A Staffordshire creamware teapot and cover and a related coffee pot, circa 1765

Both with 'Basket and Pineapple' moulding, the plain cream round teapot crisply moulded on both sides with a rococo cartouche containing a pineapple in a vase, on a basket-weave moulded ground, 12.5cm high, impressed seal mark (minor chips), the coffee pot with the same basic pattern, the ornament picked out in underglaze green, ochre and brown, 17.5cm high (spout chipped, cover lacking) (3)

£800 - 1,100 US\$1,300 - 1,800

Variations of this moulded pattern were likely made by a number of manufacturers. For a discussion of shards found on the Greatbatch site see David Barker, William Greatbatch (1991), pp.249-50.

#### 81

#### A creamware teapot and cover, circa 1775-80

Probably Leeds, of inverted pear shape on a spreading foot with vertical fluting streaked in green, with a grooved double-entwined strap handle and a spout with leaf moulded terminal, the rim with a pierced gallery of alternating crescent moons and circles, framing a domed cover (cover broken and restored) (2)

£800 - 1,200 US\$1,300 - 1,900

Wares decorated with fluting highlighted in green were produced in both Staffordshire and Yorkshire during the 1770s and 1780s.

#### 82

#### A collection of creamware teawares, circa 1780

All neatly and precisely turned with vertical fluting, the alternate flutes striped in green underglaze, comprising a cylindrical tea canister and cover, 9.5cm high, a small bowl, 14.5cm, a pear shaped jug, 12.4cm high, a miniature jug with a pierced gallery, 7.1cm high, a teabowl and saucer, the saucer 11cm diam, and another slop bowl 14.7cm diam, (with damages) (8)

£600 - 800 US\$960 - 1,300





A selection of creamware with underglaze patterns, circa 1765-70 Comprising a teapot and cover, a small bowl and a waisted beaker vase all decorated in the same pattern of streaked green, ochre and blue-grey lines with brown dots, the teapot with a double entwined strap handle and a leaf moulded spout with a chained domed cover, 15cm high, the vase 10.2cm high, together with another teapot decorated with blue, brown and ochre spots, 9.8cm high (some damage, the smaller teapot

lacking cover) (5) £600 - 800 US\$960 - 1,300

Shards of a very similar pattern were found on the Greatbatch site, see David Barker, William Greatbatch (1991), pl.73.



84



#### 84

#### Three William Greatbatch teapots, circa 1770-82

Of cylindrical form with ear-shaped handles, one printed and enamelled with 'Harlequin and Columbine discovered in an arbour', the reverse with 'a lady and, her suitor', 10cm high, another painted with colourful Chinese figures within oval panels, 9.6cm, the third with a portrait of a lady with flowers in her hair, perhaps theatrical, the reverse with a vase of flowers, 9.4cm (all lacking covers, other damage) (3)

£700 - 900 US\$1,100 - 1,400

See David Barker, William Greatbatch (1991), pl. XV for a similar Harlequin and Columbine teapot. The third teapot is illustrated at pl.115, p.216 and discussed on p.215. A similar cartouche is seen on a teapot and cover in the Mint Museum, Charlotte, painted with a portrait of a Turk, perhaps the character Mahomet from Miller's play of the same name.

#### 25

#### A creamware teapot and cover, circa 1765-70

Possibly William Greatbatch, cylindrical with rouletted gadroon rims picked out in cold gilding, the double twisted ropetwist handle with enamelled modelled flower terminals, painted on one side with a stag hunt, the reverse with A Chinoiserie figure fishing by a fence, 13.2cm high (some damage and restoration) (2)

£400 - 600 US\$640 - 960

#### 86

#### A creamware teapot and cover, circa 1765

With Chinoiserie decoration, the plain round shape with leaf moulding at the base of the spout, painted in colours with mandarin figures, the front with a child offering a plate of fruit to three men gathered around a table, the reverse with a single pointing figure standing by a similar table, a chain and dot border in red and black, *14cm high* (tip of spout restored and some re-touching to enamels) (2)

£800 - 1,200 US\$1,300 - 1,900



#### Three creamware teapots and covers, circa 1775

One of cylindrical from inscribed 'John and Mary Cromer: Stokesly', the reverse painted with a lady, 14.5cm, the other two both from the second phase of production at Cockpit Hill, the shouldered ovoid bodies with rouletted bands, cross over handles and plain spouts with moulded leaves at the base, painted in bright colours with Chinese figures, the larger with a flower knop applied with another floret at the base, 15.2cm and 13cm high (all with some damage and restoration) (6) £900 - 1,200

US\$1,400 - 1,900

The cover to the large Cockpit Hill teapot is illustrated by Tom Walford, Cockpit Hill-some evidence from Shards and other places, Creamware and Pearlware Re-Visited (2005), fig.31, p.193 and two similar teapots at fig.30, p.192. The rather elongated flower sprays seen on the covers are typical of this phase of production at Cockpit Hill.

#### 88

#### A creamware chocolate pot with two covers, circa 1770

Of conical shape with a double ogee strap handle, the cover unusually formed in two parts with a central lid to allow stirring of the chocolate, well painted in bright colours with Fancy Birds by a tree, the reverse with a bouquet of flowers, similar flowers on the cover, 18.5cm high (some restoration, covers possibly replaced) (3)

£600 - 1,000 US\$960 - 1,600

#### 89

#### Two creamware coffee pots and covers, circa 1770-75

Of pear shape with domed covers, one with an acorn finial and crossed handle with flower and leaf terminals picked out in green, yellow and blue, painted in red and black with a fancy bird, the reverse with a flower spray, 22.6cm high, the other with a grooved strap handle and flower finial, painted with a lady holding a bunch of flowers within a black and red scrolled border, the reverse with a group of buildings, 23.2cm high (both restored) (4)

£700 - 900 US\$1,100 - 1,400

Provenance: The first mentioned pot from the Donald Towner Collection. Illustrated by Donald Towner, Creamware (1978), p 131 where the decoration is attributed to J Robinson













# Three small creamware teapots and covers attributed to Cockpit Hill, circa 1765-70

One with a crabstock handle and spout, painted with a purple bird perched upon a branch hung with cherries, flowers to the reverse, 9.9cm high, another also with a crabstock spout and plain handle, painted in green and red with flowers and cherries, 9.1cm high, together with a round teapot and cover with scroll handle and hexagonal spout, painted with flowers in red monochrome, 10.9cm high (some damage and restoration) (6)

£600 - 900 US\$960 - 1,400

The last mentioned teapot is illustrated by Tom Walford, Cockpit Hill evidence from Shards, Creamware re-examined (2005) p.189, pl.19.

#### 91

# Two creamware teapots and covers, two jugs and a tea canister, circa 1765-75

The teapots of globular form, one from Cockpit Hill with a moulded handle and spout, painted in colours with a fancy bird, 14.5cm high, the other in green monochrome with two similar birds, a spray of flowers to the reverse, 13.5cm, the jugs with cross over handles, one painted with flowers in similar style, 13.8cm, the other ovoid jug with brightly coloured flowers within gadrooned borders, 16cm high, the cylindrical canister also with a fancy bird, 10cm high (all with cracks and chips, latter lacking cover) (7)

£800 - 1,000 US\$1,300 - 1,600

The first mentioned teapot is illustrated by Tom Walford, Cockpit Hill-some evidence from Shards and other places, Creamware and Pearlware Re-Visited (2005), p.190, fig.23.

#### 92

#### Four related creamboats in ceramic and metal, circa 1760-75

All of the same moulded form of narrow fluting with a spray of berries to either side, comprising an example in Old Sheffield plate, 12.4cm long, one in white saltglaze, 11.3cm long, one in creamware highlighted with underglaze splashes of green and blue-grey, 11.4cm long, the fourth in plain creamware, 12cm long (some damage) (4)

£500 - 800 US\$800 - 1,300

The ceramic examples are possibly from Cockpit Hill.

#### 93

# A Cockpit Hill creamware teapot and cover, a sucrier and cover, a mug and a sparrow beak jug, circa 1770

All with double entwined handles, the teapot and cover, 12.7cm high, and the sucrier and cover, 9cm high, decorated in the same pattern of roses issuing from baskets, the Swinton mug on a slightly raised foot enamelled with a similar rose pattern, 9.9cm high, the small sparrow beak jug with gadrooned borders painted in red monochrome with flowers, 7.2cm high (some damages) (6)

£800 - 1,200 US\$1,300 - 1,900

Provenance: The sucrier and cover from Garry Atkins. The distinctive shaped rose with half shading appears on a plate attributed to Cockpit Hill, illustrated by Tom Walford, Cockpit Hill - evidence from shards, Creamware re-examined (2005) p.189, pl.20. The jug is also discussed and illustrated at pl.29.





94 (detail)

#### 94

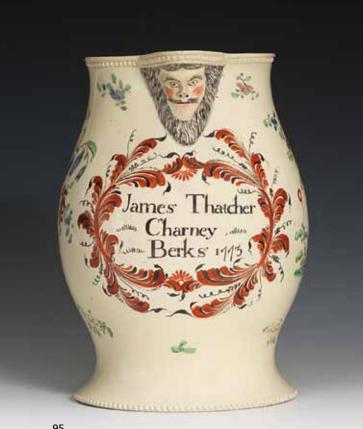
#### A rare Cockpit Hill creamware small plate, circa 1765

With a lobed rim, transfer-printed in black with a version of 'L'Amour', titled 'FRENCH AMOUR', signed in the print with the name 'Derby' beneath the anchor rebus of Richard Holdship, the border with flowers, 19.7cm diam (minor chip)

£400 - 600 US\$640 - 960

Provenance: Harriet Carlton Goldweitz Collection, Sotheby's New York 20 January 2006, lot 161. Richard Holdship arrived at Derby in 1764 and possibly brought engraved copper plates of this pattern with him from Worcester. A similar plate, also bearing Holdship's anchor rebus, is in the Mint Museum, Charlotte.





A creamware mask jug, dated 1773

Probably Cockpit Hill, of ovoid form with a broad spreading foot, the strap handle with an elaborate applied terminal, inscribed below the satyr mask spout 'James Thatcher Charney Berks 1773' within a red and black cartouche, a Chinese figure beside a table to one side, flowers to the other, rouletted borders, 21.1cm high (restored)

£600 - 800 US\$960 - 1,300

Charney Bassett is a village about four and a half miles north of Wantage, formerly in Berkshire but now in Oxfordshire. The Thatcher family is recorded as resident there in the 18th century. The style of painting relates to that found on other Cockpit Hill and on Derby porcelain. The same handle terminals are found on a teapot in the following lot.

#### 96

Two creamware teapots and covers, circa 1780

Probably Cockpit Hill, of shouldered cylindrical form with rouletted borders and reeded spouts, the low domed covers with flower finials picked out in yellow, orange and black, painted in bright colours with Chinese figures and vases, the larger with a cross over handle, 17.6cm high (minor loss to handle terminals, some restoration), the smaller with a strap handle, 15.2cm high (fine crack, some restoration) (4) £800 - 1,200

US\$1,300 - 1,900

The painting on these teapots is closely related to that found on two second phase Cockpit Hill teapots, see lot 87 in this sale. Similar figural painting in Chinese style is found on Derby porcelain.

#### Three creamware teapots and covers, circa 1765-70

Comprising a globular teapot and cover from the first phase of production at Cockpit Hill, with a faceted spout and a pierced mushroom finial, outlined in black and coloured in red with a bowl of fruit including cherries, the reverse with a flower spray, 11.7cm high, a smaller teapot and cover with a moulded spout, painted with flowers in green and red, 11cm high, and a William Greatbatch globular teapot and cover with a ribbed crossover handle, naively painted with flower sprays, 12.7cm high (some damage and restoration) (6)

£700 - 900 US\$1,100 - 1,400

The Cockpit Hill teapot is illustrated by Tom Walford, Cockpit Hill-evidence from shards, Creamware and Pearlware Re-Examined (2007), p 188, figs 16 and 17. The central flower in the spray on the reverse matches a shard from the factory site shown at p.189, fig.18. For a related Greatbatch teapot, see David Barker, William Greatbatch (1991), p 207, pl 93.

#### 98

#### A group of creamwares, circa 1770

Painted with flowers in red and black, comprising a feather-edged plate with a central spray, the border with fruit sprigs, attributed to Cockpit Hill, 24.5cm diam (rim chips), a trumpet vase with rouletted borders picked out in red, possibly Cockpit Hill, 17cm high (restored), a loving cup with a printed inscription 'When this you see...', inscribed 'AB 1779' to one side, 14.1cm high (restored), and a bell-shaped mug, 12.2cm high (cracked, chipped and stained) (4)

£600 - 800 US\$960 - 1,300

The plate is illustrated by Tom Walford, Cockpit Hill-evidence from Sherds, Creamware and Pearlware Re-Visited (2005), p 189, fig 20. The loving cup was exhibited Shipwrecks and Marriages, English Ceramics Circle Exhibition 2009

#### 99

## Three creamware teapots and covers and a tea canister, circa 1765-

Attributed to Cockpit Hill, painted in red and green with rose-centred floral sprays surrounded by floral sprigs and pairs of cherries, one teapot with a bird finial and crabstock handle and spout, 13.8cm high, the second with an acorn finial, 12.8cm high, the third with an entwined handle, crabstock spout and flower finial, 11.6cm high, the canister of rectangular form with canted corners, 11.6cm high (all with damage, the canister lacking cover) (7)

£800 - 1,000 US\$1,300 - 1,600

The canister was in the NCS Creamware and Pearlware Exhibition 1986, p.66, no.10. Also illustrated by Donald Towner, Creamware (1978), fig.42A, p.98











#### Three pieces of inscribed creamware, circa 1770

Staffordshire or Yorkshire, the inscriptions within red and black scrolled cartouches, comprising a fine large jug with crisply turned strapwork, crossover handle with applied terminals and gadrooned borders picked out in green, inscribed 'When This you see Remember me Tho' many miles We didtant be', 17.5cm high (cracked), a globular teapot and cover inscribed 'Dream not of joys Unmixed here below No Roses her but What on thorns do Grow', the reverse with a group of buildings, 15.2cm high (a few small chips), and a cylindrical mug inscribed 'Health to bodey Peaice of mind a clean shirt and a guinea', 13cm high (cracked) (3) £900 - 1,100

US\$1,400 - 1,800

Provenance: the jug from the Donald Towner Collection, exhibited in the ECC Jubilee Exhibition 1977 and illustrated by Donald Towner, Creamware (1978), p.129, fig.61. Decoration in this style is normally attributed to the Robinson and Rhodes workshop but similar work was also done in Staffordshire.

#### 101

#### Two creamware teapots and covers, circa 1775

One of globular form with a crabstock spout and a crossover handle formed of two ribs, inscribed 'Brittinnia for Ever', the reverse painted with a plough and inscribed 'God Speed The Plough', with red and black cartouches, 13.7cm high, the other cylindrical, painted with a plough and a sheaf of corn, 11.6cm high (both restored) (4)

£550 - 700 US\$880 - 1,100



A creamware teapot and cover and a tea canister, circa 1775 Of 'Miss Pit' type, the globular teapot applied with a single leaf at the lower handle terminal, painted in black and red with a seated lady taking tea, the reverse with a building and flowering plants, 11cm high (chipped, knop lacking), the rectangular tea canister painted in black with the same lady taking tea, the reverse with a man carrying a tea kettle and a basket on a pole, 11.8cm high (cover lacking, small rim chip)

£800 - 1,000 US\$1,300 - 1,600

Probably enamelled by Robinson and Rhodes in Leeds. This pattern has become known as 'Miss Pit' as a saltglaze teapot of the pattern is inscribed with that name. Another teapot is illustrated by Donald Towner, Creamware (1978), p.134, fig.65A.

#### 103

#### A Wedgwood creamware teapot and cover, circa 1775

Globular with a scrolled handle and a leaf-moulded spout picked out in puce, painted in colours probably in the Rhodes workshop with a couple embracing before a group of buildings, a bird in flight above them, the reverse with a seated lady holding a fishing rod, inscribed 'CH' above the spout, 14cm high (restored) (2)

£700 - 1,000 US\$1,100 - 1,600

Tom Walford discussed the decoration on this teapot in a lecture. "The gentleman is clutching the servant maid perhaps rather too closely while on the other side of the pot there is seated an elegant lady in a large hat, apparently fishing, perhaps because her husband is paying too much attention to the maid...or is she holding a long whip with which to bring him to heel? Whatever the story, it makes interesting decoration".

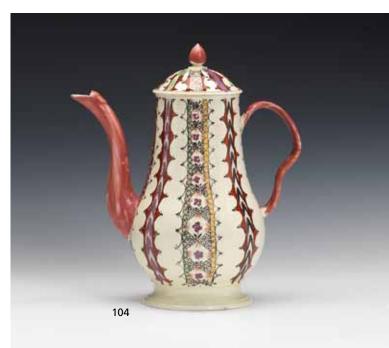
#### 104

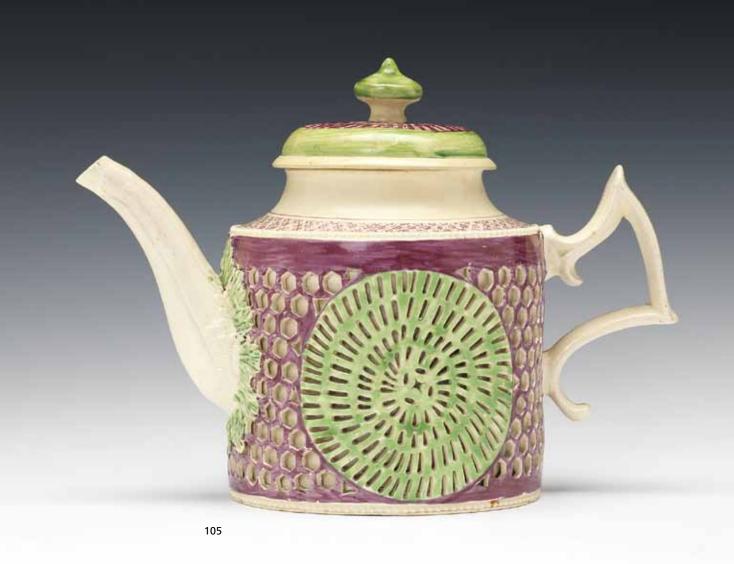
#### A Creamware coffee pot and a cover, circa 1768-70

Possibly Wedgwood and decorated in the enamelling workshop of Robinson and Rhodes, brightly painted with a 'Chintz' pattern of various colourful stripes, the cover with a related but different pattern of stripes, the handle and spout enamelled in puce, 23.5cm high (spout restored, cover chipped) (2)

£600 - 800 US\$960 - 1,300









# An exceptional Yorkshire creamware double-walled teapot and cover, circa 1775-80

Of cylindrical form with a distinctive angular handle and a mushroom finial, the outer wall pierced with a circular panel of radiating slits picked out in bright green, reserved on a purple ground pierced with a honeycomb design, a delicate diaper border painted in purple on the shoulder, 14.5cm high (some restoration) (2)

£1,500 - 2,500 US\$2,400 - 4,000

This teapot is discussed at length by Tom Walford in his paper Ling Long in Yorkshire, ECC Trans, Vol.20, Pt.1, pp.161-166. It was also exhibited in the NCS Creamware and Pearlware Exhibition (1986) p.68, no 18. Another teapot of the same type is recorded, inscribed on the shoulder with the name M.Admigall. A matching jug is also recorded and two beakers and saucers are in the Museum of Fine Arts in Richmond Va. and at Temple Newsam House. Two double walled bowls, also matching, are in York Museum and in Winterthur.



A creamware cylindrical mug, dated 1779

Painted in red with 'The Music Lesson', a gentleman standing playing a flute to a seated lady who holds an open score, inscribed beneath the handle 'Elizabeth Wiggin 1779', 9.8cm high (some restoration) £500 - 700

US\$800 - 1,100

Provenance: Gary Atkins. Exhibited in the ECC Exhibition Shipwrecks and Marriages (2009), p.24, fig. C13

#### 107

A rare Wedgwood creamware teapot and cover, circa 1775 Of globular shape with a scrolled handle and a leaf-moulded spout, probably painted in the workshop of David Rhodes, painted with a ship in full sail flying the Red Ensign, surrounded by a number of smaller vessels, the reverse with a spray of flowers in red, purple, yellow and black, 13.1cm high (cover and tip of spout restored, chip, slight wear) (2) £1,000 - 1,500

US\$1,600 - 2,400





Two Wedgwood creamware vases, circa 1765-70

Both of globular form on pedestal feet, one applied with floral garlands hanging from three lion heads highlighted with cold gilding, 22.3cm high (minor cracks), the other applied with well-modelled flower garlands tied with swags, 25.3cm high (neck restored) (2) £600 - 800

US\$960 - 1,300

The vase with gold decoration is illustrated by Roger Massey, Understanding Creamware, Creamware re-examined (2005) p.20, pl.7. In the summer of 1765 Queen Charlotte ordered an elaborate 'service of Staffordshire ware' through Miss Deborah Chetwynd, Seamstress and Laundress to the Queen. The order was to include 'A complete sett of tea things, with a gold ground & raised flowers upon it in green...'. On 6 July 1765 Josiah wrote to his brother John of his intentions to make best use of the opportunity by also enclosing 'two setts of Vases, Creamcolour engine turn'd, & printed'. Reilly, Wedgwood I (1989) p.201. Globular vases with similar applie0d floral garlands with masks were produced at Worcester in the early 1770s. Vases of this type with 'High crown'd hats' are discussed by Gaye Blake-Roberts, Josiah Wedgwood's early creamcoloured earthenware vases, This Blessed Pot, This Earth (2011) p.87.

#### 109

A creamware vielleuse, circa 1770

Possibly Wedgwood or Swinton, of cylindrical form with an engine turned body applied with two lion masks flanked by reticulated starbursts, applied with two double entwined grooved handles, the opening at the base framed by moulded scrollwork, 26.2cm high (some restoration) (3)

£500 - 700 US\$800 - 1,100

Six various creamware veilleuses and a food warmer, late 18th-early 19th century All of cylindrical shape mostly with patterned piercing, comprising a Wedgwood example surmounted with a teapot, 29.8cm high, impressed 'WEDGWOOD', one with a candle holder and cover, 26.5cm high, one with an acorn finial, 26.3cm high, one possibly Yorkshire moulded with two female heads, 23cm high, incised 5, one with double entwined handles with two moulded lion masks, 16.7cm high, and one of plain shape without piercing with a flower finial, 25.5cm high, the food warmer, of circular shape with double entwined handles, 27.4cm wide (20) £600 - 800

The Wedgwood shape appears on pl.11, Design 57 in Wedgwood's first Queens Ware catalogue, 1774. The sixth veilleuse mentioned was exhibited in the NCS exhibition 'Creamware and Pearlware' (1986) p.78, pl.72

# 111 Three creamware oval baskets, circa 1785-1795

One basket probably Wedgwood, moulded with intricate interlocking scrolls and pierced acanthus leaves, 23.5cm wide, one basket of sharply waisted form with a tapering rim and two double entwined handles, 27.3cm wide, the third basket attributed to Warburton, with vertical pierced bands, 25.2cm wide, impressed PW (some damages) (3)

£450 - 600 US\$720 - 960

US\$960 - 1,300

The impressed PW mark on the third basket mentioned is probably the mark of Peter Warburton of Cobridge.

#### 112

# A fine creamware marriage basket and cover and a chestnut dish with cover, circa 1775

Staffordshire or Yorkshire made for the European market, the round basket with an overhead strap handle, the cover moulded and pierced with heart-shaped ornaments, 31cm high overall, the wide, shallow chestnut basket with a delicate pierced trellis cover and ropetwist finial, 28.5cm diam (cover cracked and restored) (4)

£600 - 800 US\$960 - 1,300

Related shapes of marriage basket are known from Wedgwood and Leeds, the forms derived from traditional European country pottery examples.







#### A rare Wedgwood creamware double cream pail, circa 1770

With a twisted double entwined handle, enamelled in puce monochrome in the manner of the Husk service made for Catherine the Great, painted with two flower sprigs and garlands hanging from the puce line rim, 12.9cm long, unmarked

£500 - 800 US\$800 - 1,300

#### 114

# An important Russian creamware plate from the Husk service, circa 1801-1812

Of Queen's shape with a scallop edge, painted in puce monochrome with a central sprig, framed by a border of hanging garlands to the rim, 24.6cm diam, impressed L:0

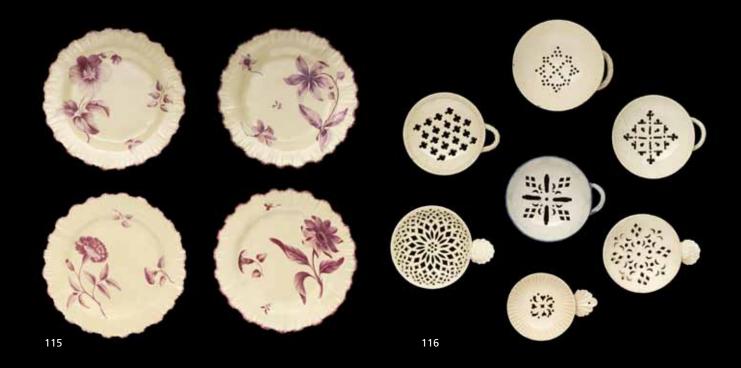
£1,000 - 2,000 US\$1,600 - 3,200

In 1769 the first of two major Russian commissions was requested of the Wedgwood factory, which would later become known as the Husk service. The decoration was executed at the Chelsea studio under the direction of David Rhodes. By 4th May 1770 Wedgwood became concerned about the completion of the service in the available time, he wrote to Bentley:

'to complete the Russian service.... I think by this means, & a full exertion of our strength, which the occasion certainly merits, we may still do it in tolerable time... Mr Rhodes has hands who can do husks, which is the pattern of the Table service, & I think I shall not wait yr reply to send you two or three for flowers.' These two or three painters were, Ralph Unwin, 'who will do flowers, under a Master very prettily', Joseph Cooper, 'a good flower painter', and the best of the monochrome flower painters, James Bakewell, were sent at once to reinforce those at Chelsea. The service was dispatched in September of the same year.

Surviving plates of the service, presently displayed at Peterhof, have four different impressed marks: Wedgwood, Cll, L:O, and L:Otto. The marks L:O and L:Otto, it has been discovered, refer to the Otto factory near Moscow, which was in production between 1801 - 1812. The Cll mark belongs to the Poskotchina factory, which was in production until 1842, which suggests the service was in use for at least 70 years. It seems likely Wedgwood originals and Russian replacement pieces from this service were sold through state-controlled outlets in the early 20th century and a number of Russian examples are now in the Wedgwood Museum at Barlaston. The majority of the service is now housed in the White Banqueting Hall of Peterhof Palace, near St Petersburg.





#### Four Wedgwood creamware plates, circa 1769-71

Of Husk service type, with moulded shell-edged rims highlighted in puce, painted in the manner of James Bakewell in puce monochrome, each with a large flower and smaller flower sprigs, 22.1cm diam (all cracked) (4)

£1,000 - 2,000 US\$1,600 - 3,200

Plates of this type with the distinctive shell edge moulding were included in the Husk service supplied by Wedgwood to Catherine the Great and presently displayed at Peterhof Palace, St Petersburg. James Bakewell joined Wedgwood in the summer of 1768 and by the winter of 1769 Josiah reported to Bentley, 'Bakewell has set his mind on being a good enamel Painter and really improves very much in flowers..'.

#### 116

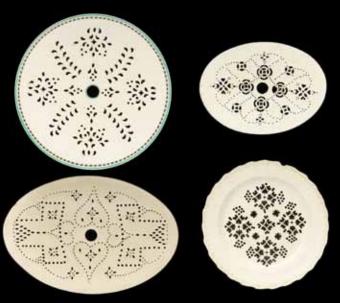
An interesting collection of seven egg drainers, circa 1775-90 Six in creamware, the other in pearlware with a blue rim, each pierced with a different geometric pattern, the handles either moulded as scallop shells or applied loops of ropetwist, 8.8cm to 9.8cm wide (some with fine cracks or chips) (7)

£400 - 600 US\$640 - 960

#### 117

Three creamware drainers and a hot water plate, circa 1785-95 All with intricate pierced patterns, comprising a Wedgwood drainer of circular form with a blue line border with black gadrooning, 31cm diam, impressed WEDGWOOD, P, incised numerals, two drainers of oval form, 33.8cm diam and 25.1cm diam the meat plate with a hollow interior pierced with a slit for filling with water, with a scroll work rim, 24.3cm diam (4)

£500 - 700 US\$800 - 1,100



117









#### A Wedgwood creamware monteith and a Castleford monteith, circa 1790-1800

The Wedgwood monteith moulded with a shell edge, with two shell handles, 28.3cm wide, impressed WEDGWOOD (some restoration to handles), the Castleford monteith of oval shape with a leaf and shell moulded rim and two applied handles, 31cm wide (2)

£600 - 800 US\$960 - 1,300

The Wedgwood example is illustrated by Roger Massey, Understanding Creamware, Creamware Re-examined (2005), p.21, pl.8. The Castleford example appears in the Castleford-Pottery pattern book of 1796, reproduced (1973), p.16, pl.44 described as a 'Glass Tray for Ten or Twelve Glass, 9 to 14 Inches.', and is illustrated by John D. Griffin, The Yorkshire potteries (2012) p.180, pl.435.

#### 119

Two Wedgwood soup tureens and covers, circa 1770-75 Both of the same form, elaborately moulded in low relief with shell ornament, the covers surmounted with an artichoke knop, one with scroll handles to either side of the tureen, 36.5cm wide, the other with two double entwined handles to the tureen, 34.3cm wide (some damages and restoration) (4)

£800 - 1,200 US\$1,300 - 1,900

A tureen of almost identical form with loop handles, impressed WEDGWOOD is in the V&A museum and is illustrated by Robin Reilly, Wedgwood I (1989) p.197, pl.187. The shape is reputedly taken from a Sevres tureen belong to the Duchess of Bedford. Josiah wrote to Bentley on 7 October 1765, 'I have been three Days hard & close at work takeing pattns from a set of French China at the Duke of Bedford's worth at least £1,500, the most elegant things I ever saw, & am this evening to wait & be waited upon by designers, modelers &c'.

#### 120

#### A collection of jelly moulds, circa 1770-80 and later

Comprising three Wedgwood examples, one of which is a fine Pineapple mould, 27.4cm long, impressed WEDGWOOD, a four tiered curd mould with a fish shaped top, 9.8cm high, and a rectangular curd mould with chamfered corners, 8.1cm high, as well as a rectangular flower mould, 9.5cm long, a grooved pyramid shaped mould, 17cm long, a grooved mound shaped mould, 14cm diam, two similar small star moulds, 7.1cm and 8cm diam and three double star shaped moulds, 6.5cm high and 10.8cm high (some damages) (11)

£900 - 1,200 US\$1,400 - 1,900

Two attractive creamware teapots and covers, circa 1770-75 Both of cylindrical shape with a double entwined handle, one with gadrooned borders painted with brown monochrome flowers, 12.5cm high (some damage), the other painted with black monochrome flowers highlighted in yellow, with diamond-beaded borders to the rims, 13cm high (4)

£600 - 1,000 US\$960 - 1,600





#### A Whitehead and Co. cruet stand and another cruet stand with five bottles each, circa 1790-1800

Both of circular form with intricate piercing around the stands, raised on three scroll feet, one with a central wooden turned handle, with holes for five containers, the cylindrical bottles inscribed in black with 'Senf' (salt), 'Eszig' (Vinegar), 'Oel' (oil), and 'Zucker' (sugar), 25cm high, the other with a separate creamware turned handle with screw base, the cylindrical bottles inscribed in black with red scroll borders, 23.2cm high, incised 44 (some damage) (14)

£900 - 1,100 US\$1,400 - 1,800

Exhibited in the NCS Creamware and Pearlware Exhibition (1986), p.78, item 67. An illustration of this shape exists in The Whitehead catalogue of 1798, p.43, pl. 73 listed as a 'Round Waiter, complete'.

#### 123

#### A pair of creamware candlesticks, circa 1790-1800

Attributed to Whitehead & Co. of Hanley, well-designed after silver prototypes, of square section with gadrooned borders, the columns finely fluted, 24.8cm high (crack in one nozzle, chips) (2)

£500 - 700 US\$800 - 1,100

Provenance: The Donald Towner Collection. Illustrated by Donald Towner, Creamware (1978), p.85, pl.34A. These candlesticks correspond closely with the illustrations in the Whitehead pattern book published in 1798.

# James & Chas. Whitehead catalogue of 1798









Three creamware cruet stands, circa 1790 One Whitehead and Co. example with intricate scroll and acanthus leaf piercing, with a fixed handle on four paw feet, with two original bottles inscribed 'Olÿ' and 'Azyn', with orange garlands, 24.1cm high, another cruet stand probably Warburton, with three bottles inscribed in blue 'Azyn', 'Oli' and 'Peper', upon

scrolling feet with a separate twisted handle, 27cm high, the third cruet stand intended for two bottles, with an entwined loop handle, 22.8cm high (some damages) (12)

£600 - 800 US\$960 - 1,300

An engraving of this cruet stand was published in the Whitehead catalogue of 1798, pl.14, fig.74, listed as 'Oval single Waiter, for Oil and Vinegar' No. 74. The piercing of the second mentioned cruet is identical to the marked Warburton basket in lot 111 in this sale.

#### 125

# A creamware jelly mould and cover, circa

Probably Neale & Co, the obelisk-shaped interior core painted in colours with floral sprigs with a brown line to the rim, the case or cover in plain creamware with a grooved interior, 20cm high (base chipped, some staining) (2)

£600 - 800 US\$960 - 1,300

A jelly mould with the impressed mark 'Neale & Co.', of identical form painted with similar flower sprigs, is illustrated by Diana Edwards, Neale pottery and porcelain (1987) p.120, colour pl.V.

#### A pair of Neale & Co. jardinières and stands, circa 1780-90

Of tapering square form moulded with hanging garlands, with applied snake handles, each side painted with single flower sprigs, the feet moulded with acanthus leaves picked out in aquamarine, with gadrooned borders to the rims, 15cm high (minor chips and flaking, covers lacking) (4)

£700 - 900 US\$1,100 - 1,400

Another pair of these rare jardinieres is illustrated by Diana Edwards, Neale Pottery and Porcelain (1987) p.145, pl.120. A slightly later example with marbled decoration, marked Wilson, is also illustrated by Edwards, pl.138.

A group of plain creamwares, circa 1765-70 Comprising three coffee pots and covers, with reeded crossover handles, two with flower finials and one with a mushroom finial and reeded spout, 24-25.6cm high (restored, one with cracks), a cylindrical teapot and cover, 12.2cm high (chipped), and a milk jug with a mask spout and three feet, 10.8cm high (one foot restored) (9)

£700 - 900 US\$1,100 - 1,400

#### 128

# Two creamware soup tureens and covers, one with ladle, circa 1770

One of silver shape and eight sided form with two double entwined handles with diamond-beaded borders upon a spreading foot, the domed cover with a curling entwined handle issuing applied branches, 34.5cm wide, the other probably Leeds, of oval shape and quatrelobed form with two double entwined handles, the low domed cover with a curling entwined handle, with a ladle, 37cm long (5) £700 - 1,000

US\$1,100 - 1,600

The octagonal tureen was exhibited in the NCS Creamware and Pearlware exhibition (1986), p.77, pl.61. Another of the same shape with printed decoration is illustrated by H.G Bradley (ed.), Ceramics of Derbyshire (1978), pl. 427. A block mould similar to the second tureen was found at the Leeds Pottery in the 1890s, illustrated by Peter Walton, Temple Newsam catalogue (1976), p.96, pl.336.

#### 129

#### A creamware salad bowl and a melon tureen, cover with fixed stand, circa 1790-1800

The fruitbowl, probably Whitehead, moulded with a crisp fluted body with a shaped rim over a domed foot, 23.9cm diam (restored), the melon tureen probably Castleford or Leeds, realistically moulded with a bud finial and leaf shaped stand, 26cm wide 3

£500 - 700 US\$800 - 1,100

The salad bowl shape appears in both the Castleford and Whitehead pattern books of 1796-98. A melon tureen also appears in the Castleford book, p.12, pl.27.









A good Swinton teapot and cover and a similar mug, circa 1770-78

Both of cylindrical form with rouletted borders, the teapot with a leaf-moulded spout and a cross over handle with distinctive terminals, flower finial, painted in red with an oriental figure standing in a boat, holding a bird on one side and a basket on a pole on the other, flanked by flowering plants, 14.8cm high (cover and spout restored), the mug with turned horizontal bands, also painted with a figure in red, flanked by plants in red and green, 15.5cm high (2)

£1,000 - 1,400 US\$1,600 - 2,200

The teapot is illustrated by Dr Alwyn Cox, Swinton Creamware and Pearlware, Creamware and Pearlware Re-Examined (2005), fig.48, p.127. Identical handle terminals were found on the factory site and are illustrated at p.117, fig.11. The feathery style of painting leaves and scrolls is a distinctive Swinton feature. A mug of similar shape is illustrated by Dr Cox, op cit, p.125, figs.42-43 and a coffee pot with an identical figure is shown as fig.49.

#### 131

A fine creamware jug, circa 1765-75
Possibly Leeds, of ovoid shape with a finely reeded crossover handle applied at the terminals with flowers and fruit, the spout unusually flanked by applied acanthus leaves, painted with a colourfully-dressed country gentleman, the reverse with a house in a hilly landscape, inscribed below the lip 'Ed Clayton', 20.2cm high (cracked, some staining) £800 - 1,200

US\$1,300 - 1,900

Provenance: the Donald Towner Collection. Exhibited in the ECC Jubilee exhibition 1977, fig.79. Also shown in the NCS Creamware and Pearlware Exhibition 1986, No.31. This celebrated jug was illustrated by Donald Towner, Creamware (1978) on the dust jacket and at colour plate E where the painting is attributed to Jasper Robinson.



132 (signature)

# A Leeds creamware teapot and cover, circa 1780

Of small size and squat shape with an earshaped strap handle, the spout with leaf moulded terminal, the body printed in black with Abraham sacrificing Isaac, the print signed 'Leeds Pottery', the reverse printed with Hagar and Ishmael, the cover printed with small sprigs, 12.7cm high (cover and spout restored) (2)

£450 - 600 US\$720 - 960

Provenance: The Donald Towner collection. Exhibited in the ECC Creamware and Pearlware exhibition, Stoke-on-Trent, 1986 and the NCS exhibition, Rotherham, 1997, item 53. In 1780 a Methodist conference took place within the city of Leeds, probably creating a demand for wares of a religious nature. A teapot decorated with a portrait of Rev. John Wesley is similarly inscribed in the print 'Leeds Pottery'.

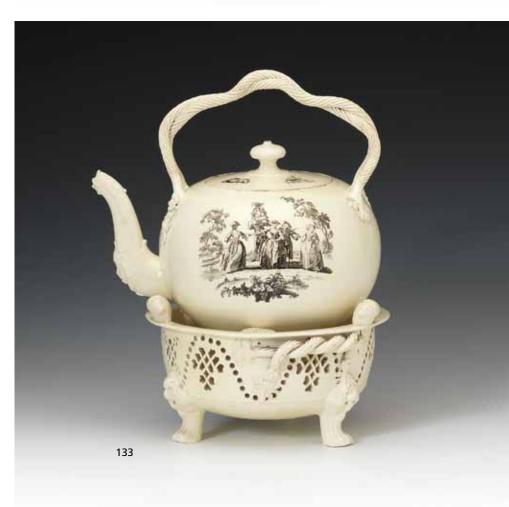
#### 133

A creamware tea kettle or punch kettle and cover and a kettle stand, circa 1770 Both probably Leeds, the kettle of globular shape with a twisted double-entwined handle terminating with flowerheads and scrollwork, with a mask moulded spout, printed in black with 'May Day' and 'Harlequin and Columbine discovered in an Arbour', the cover printed with winged insects, 21.8cm high, the stand of deep circular form with a pierced body, raised on three lion mask and paw feet, 12.5cm high (kettle chipped, stand restored) (3)

£1,000 - 1,400 US\$1,600 - 2,200

For the May Day print see Cyril Cook, The Life and Work of Robert Hancock, item 68. Another example of this rare shape printed with the same scenes, from the Sir Victor and Lady Gollancz collection was sold at Sotheby's on 15 June 1975, lot 24.











# A creamware teapot and cover and a matching milk jug and another teapot and cover, circa 1770

Probably Yorkshire, possibly Swinton, one teapot with a straight spout and entwined cross over handle, the cover turned to produce a 'sunburst' effect radiating from the knop, painted with panels of red flowers within green cartouches, reserved on a red scale ground, 13.2cm high (chipped and cracked), the matching jug also with a cross over handle with two ribs, 7.5cm high (broken and restuck), the other teapot of cylindrical form with gadrooned border, painted in red with scales, 11.2cm high (damaged and restored) (5)

£800 - 1,200 US\$1,300 - 1,900

Provenance: The first teapot and cover from the Solon Collection. The teapot and jug are illustrated as the frontispiece of Creamware and Pearlware Re-Examined (2005). The 'sunburst' effect on the cover is similar to that on a Swinton cover illustrated by Dr Alwyn Cox, Swinton Creamware and Pearlware, p.134, fig.70. A matching set with Hebrew inscriptions in the panels includes the date 1769, see Rosalie Sharp, Ceramics Ethics and Scandal (2002), p.98

#### 135

Two inscribed creamware teapots and covers, dated 1772 and 1778 Probably Yorkshire, of cylindrical form with cross over handles and rouletted borders, the larger inscribed in red 'Joseph and Mary Asquith 1772', the rouletting picked out in yellow, 15cm high (cracked, neck slightly reduced), the smaller inscribed in red 'Ann Smith 1773' within a red cartouche, surrounded by scattered fruit sprigs, 12.4cm high (restored) (4)

£900 - 1,100 US\$1,400 - 1,800

#### 136

# Two creamware buttertubs, covers and stands, a bowl and cover and a stand, circa 1775-85

One buttertub, cover and stand, probably Swinton or Leeds, circular with an engine turned body and double entwined handles, bands of piercing to the rims, the stand 15.5cm diam, the other hexagonal buttertub, cover and stand with scroll moulded borders, piercing and an artichoke finial, the stand 20.5cm, the bowl and cover with bold, circular piercing, acorn finial, 17.5cm high, with a married stand, 18.1cm diam (some damage) (9)

£750 - 900 US\$1,200 - 1,400

A sucrier and cover with similar engine turning is illustrated by Dr. Alwyn Cox, Swinton Creamware and Pearlware, Creamware re-examined (2005) p.135, pl.72.

#### 137

# A large Leeds creamware chestnut basket, cover and stand, circa 1775

Each piece with a band of fine geometric piercing, the tureen with a scalloped rim and two double entwined handles, the cover with an entwined ring handle, the stand 27.2cm diam, stand and tureen impressed LP (some damage and restoration) (3)

£500 - 700 US\$800 - 1,100

Exhibited in the NCS exhibition, Rotherham, 1997, item 71.





#### 138

#### A creamware screw top box, possibly Swinton, circa 1770

Of circular shallow form enamelled in tones of purple, red and green, the cover painted with a Fancy Bird amongst flora, the box with engine turned sides banded in mottled purple, the underside of the box painted with a large flower spray including a red rose, *7.4cm diam* (some damage)

£700 - 900 US\$1,100 - 1,400

Provenance: Donald Towner collection. Exhibited in the ECC 50th Anniversary exhibition (1977), catalogue no.94, also in the Kenwood 1958 Exhibition of Leeds Creamware. Illustrated by Donald Towner, Creamware (1978), col pl.C.







# 139 Three creamware teapots and covers, circa 1775

Two of cylindrical shape with cross over handles, one of these with panels of flowers within orange borders, 13.5cm high, (chipped), the other engine turned with a pattern of chevrons picked out in green and red, 13.3cm high (restored), the third teapot of rare melon form moulded with flower sprays picked out in colours, 12.2cm high (damaged) (6)

£800 - 1,200 US\$1,300 - 1,900

#### 140

# A pair of creamware baskets and stands and another basket and stand, circa 1770-80

Probably Yorkshire, the pair of baskets and stands heavily moulded with hanging garlands and scroll and shell rims, the stands 27.1cm wide (some damage), the other circular basket and stand with twelve scalloped sides with alternate bands of geometric piercing, the stand: 24.7cm diam, (6)

£600 - 800 US\$960 - 1,300

#### 141

#### Various engine turned creamware items, circa 1770-80

Comprising four teapots without covers, possibly Swinton, each with complex and deeply carved engine turning (damaged), a similar Yorkshire miniature teapot and cover, 9cm, a small bell-shaped mug with turned horizontal bands, 9.5cm, and a teapot and cover, possibly Sewell, with engine-turned decoration and a pierced gallery, *14.5cm high* (finial restuck) (9)

£600 - 900 US\$960 - 1,400

The teapot attributed to Sewell is illustrated by Tom Walford, Early Creamware from North East England, Creamware and Pearlware Re-Examined (2005), p.91. Two of the other teapots are shown in the same publication, p.22, pl.12.

#### 142

#### A group of creamware teawares, circa 1770

Comprising a teacup, coffee cup and saucer painted with floral sprays, saucer 11.5cm diam (cracked and chipped), a teabowl and saucer painted with a basket of fruit, saucer 11.8cm diam (teabowl stained), a teabowl and saucer painted with flowers in black, saucer 11.6cm diam (cracked and chipped), a teabowl and saucer of small size painted with simple sprigs, saucer 7.8cm diam (saucer restored), and a sucrier and cover with colourful flowers within rouletted borders, 10.2cm high (cover married, cracked and chipped) (11)

£400 - 600 US\$640 - 960

#### Various creamware shell moulded objects, circa 1780-90

Comprising three Leeds or Yorkshire trembleuse stands or chocolate stands, in the form of scallop shells with cup holders, 16cm-21.7cm long, a double shell moulded salt on scroll feet surmounted with a sitting male figure, 13.5cm wide, a triple shell salt, 22.7cm wide, a deep dish in the form of a scallop shell, impressed LEEDS POTTERY, 18cm long and a shaving bowl with a scalloped rim, impressed LEEDS POTTERY, 8, 33.3cm wide (some damage) (7) £600 - 800

US\$960 - 1,300

An illustration of a shell trembleuse stand with identical piercing is on a page dated 1787 in the Leeds Original Drawing Book no.1, reproduced by John Griffin, The Leeds Pottery, Vol.II (2005) p.316.

#### 144

## Two Leeds creamware centrepieces, circa

One modelled with four scalloped shells with mask terminals, surmounted by a female figure upon a short plinth, 18.2cm high, the other large 'Grand Plat Menage' formed of a central column, with four scroll work arms with fixed diamond pierced baskets and shells upon a circular base, 35cm high (some damages) (2) £700 - 900

US\$1,100 - 1,400

A large Grand Plat Menage attributed to Leeds of identical form is illustrated by Donald Towner, Creamware (1978) p.140, pl.69. A closely related one is illustrated by Peter Walton, Temple Newsam House (1976) p.121, pl.461

#### 145

Four plain creamware mugs, circa 1765-80 All the mugs with double entwined strap handles with gadrooned bands to the rims, two mugs of cylindrical shape, 14cm and 16cm high (one cracked), the other two of baluster shape, one with cold-painted decoration of flowers, 16.8cm high (handle restored), the other with traces of cold gilding, 16.6cm high

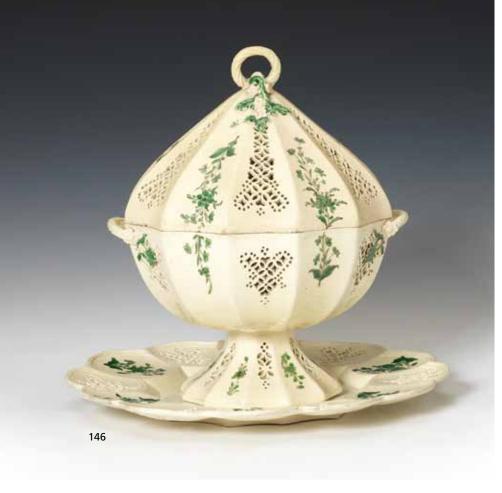
£500 - 600 US\$800 - 960

(minor star crack) (4)











A rare creamware tureen, cover and stand of 'Melbourne type', circa 1770-80 Of double walled form with twelve fluted sides, alternately pierced with intricate panels and enamelled with green monochrome flowers, with twisted branch handles with flower terminals, the tureen 23.5cm high, the stand 25.7cm diam (stand chipped, cover restored) (3)

£1,500 - 2,000 US\$2,400 - 3,200

Exhibited: ECC 50th Anniversary exhibition (1977), no.73 and in the NCS Creamware and Pearlware exhibition (1986), p.77, no.62. Also illustrated by Donald Towner, Creamware (1978) p.110, colour pl.D. A matching stand painted in purple is in Temple Newsam House, Leeds, illustrated by Peter Walton (1976), p.184, no.755.

#### 147

A creamware double-walled dessert tureen, cover and stand, circa 1770-80 Of 'Melbourne type', formed of twelve fluted sides, the entwined handles with flower head terminals, the domed cover with a looped ropetwist handle also issuing flowers, the stand with a lobed rim, all with panels of intricate piercing, the tureen 23.8cm high, the stand 25.6cm wide (restoration to cover, fine crack in stand) (3)

£700 - 900 US\$1,100 - 1,400

Illustrated by Roger Massey, Understanding creamware, Creamware and Pearlware reexamined (2005) p.23, pl.13. At one time this group was attributed to Melbourne on the basis of creamware shards found there, but these isolated fragments were not kiln wasters and there is no evidence for a Melbourne manufactory of creamware at this period. While a Yorkshire origin is likely, and Swinton has been suggested, the true identity of the 'Melbourne-type' creamware remains a mystery. Tom Walford wondered if his favourite group could be the missing creamware from the Rotherham Pottery, but this was 'only a guess, or perhaps a subconscious wish to put these elegant pots into a likely slot'.





#### 148 Various items of enamelled creamware of 'Melbourne type', circa 1770-80

With distinctive green and purple monochrome flower painting, comprising a twelve sided fluted basket, 22.6cm and a deep twelve sided stand, 27.3cm, both with green flowers and panels of piercing, a similar oval leaf moulded dish, 23.4cm, two fluted stands, one decorated in green, the other in purple, 20.1cm, and a large twelve sided stand with piercing and purple flowers, 27.6cm (some damage) (6) £600 - 800

US\$960 - 1,300

#### 149

#### A double walled reticulated tea canister and a teapot and cover, circa 1770

Both possibly Yorkshire, the square canister decorated with four different panels of fine geometric piercing, gadrooned edges, 12.7cm high (some restoration) the teapot of round shape with a grooved double-entwined handle and flower finial, the body pierced with geometric patterns and star bursts, milled rim, 11cm high (restored) (2)

£1,200 - 1,500 US\$1,900 - 2,400

The tea canister was shown in the ECC exhibition Tea, Trade & Tea Canisters, 2002, catalogue p.40 fig.6. The teapot is illustrated by Roger Massey, Understanding Creamware, Creamware and Pearlware reexamined (2005) p.23, pl.13, alongside the 'Melbourne type' tureen, lot 147 in this sale which bears identical piercing.





A creamware armorial jug and massive platter, circa 1770 Of 'Melbourne type', both richly decorated with the full arms of the Duke of Kingston-upon-Hull, including the motto 'PIE REPONE TE' (Place Yourself Piously), the jug of pear shape with a double entwined strap handle and gadrooned rims, the arms flanked by red monochrome flowers hightened in gold, 21.7cm high, the oval platter with a shaped rim painted with four sprays of red monochrome flowers, 51cm wide (some restoration) (2)

£900 - 1,300 US\$1,400 - 2,100

The arms belong to Evelyn Pierrepont, 2nd Duke of Kingston-upon-Hull (1711–1773). The jug was produced shortly after the Duke's marriage to the scandalous society figure Elizabeth Chudleigh (1720-88), who was already married. On 8th March 1769, their marriage day, Chudleigh was still married to Augustus Hervey (1724-79), later 3rd Earl of Bristol. Six years later she was to be charged as a bigamist. Fleeing England before her trial could be finished, she eventually died in Paris in what was described as 'an excess of good living'.





# A rare creamware bough pot and a vase of 'Melbourne type', and another bough pot, circa 1775-850

The bough pot modelled as a bundle of bamboo stems, painted in green monochrome with formal flowers, 9.8cm high, the vase of slender campana shape with snake handles, also painted with flowers in green monochrome, 18.2cm high (some damage), together with another creamware bough pot of rectangular shape in neo-classical taste with a band of acanthus leaves highlighted in aquamarine, 20.9cm wide, incised 62 (lacking cover) (3)

£800 - 1,200 US\$1,300 - 1,900

A pair of bamboo flower containers of the same unusual shape is in the Henry Weldon collection, illustrated by Leslie B. Grigsby (1990), p.248, item.137. While the shape is possibly derived from the well-known bamboo wares produced by Wedgwood, the form is ultimately based on Chinese export porcelain from the early 18th century.

#### 152

# A pair of Wedgwood toy candlesticks, a 'Melbourne type' pounce pot and a creamware sugar sifter, circa 1770-90

The tiny candlesticks in pearlware with blue feather rims, 6.9cm high, one impressed 'Wedgwood', the pounce pot of waisted fluting shape with a shaped rim and gadrooned border to the foot, painted with puce monochrome flowers, 6.8cm high, the sifter of dark cream colour, inscribed 'SUGAR.' in black, within a coloured flower cartouche, 16.5cm high (4)

£1,000 - 1,400 US\$1,600 - 2,200

Provenance: the pounce pot from Jonathan Horne

#### 153

## A creamware taperstick of 'Melbourne type', circa 1765

Of silver shape with balustroid knopped stem edged with bands of gadrooning over a hexafoil moulded foot, painted in purple monochrome with sprigs of flowers, *17cm high* (some restoration) £700 - 1,000 US\$1,100 - 1,600

Provenance: The Donald Towner Collection. Exhibited in the ECC 50th Anniversary exhibition (1977), catalogue no. 74 and in the Ceramics of Derbyshire exhibition, Morley College (1976). Also illustrated in the ECC Transactions, Vol.8, pt.1 (1971), pl.18, and by Donald Towner, Creamware (1978), p.108, pl.48.







# 156 (part)

## 154 Three creamware creamboats, circa 1770-75

One by William Greatbatch with a shell moulded body painted with flower sprigs, 10.2cm long, another of similar form with a red gadrooned painted border, 10cm long (some restoration), the third in plain creamware and of 'dolphin ewer' shape with a double entwined handle, 9.7cm long (3)

£600 - 800 US\$960 - 1,300

The Greatbatch creamboat was shown in the ECC exhibition 'British Sauceboats 1720-1850', 2006, item no.55.

#### 155

#### A creamware jug and a tall mug, circa 1775

With related figural painting, rouletted borders and cross over handles, the ovoid jug with an elegant lady standing beside a gate and holding a flowering stem, 16.8cm high, the cylindrical mug with two ladies in a garden, one seated on a bench, 16cm high (both restored) (2) £600 - 800

US\$960 - 1,300

#### 156

#### A collection of armorial creamware, circa 1770-90

Comprising four various plates, a hot water plate, a mug and a platter, each piece decorated with a full coat of arms, the mug 12.5cm high, the platter 51cm wide (some damage) (7)

£800 - 1,200 US\$1,300 - 1,900

One plate with the arms of Sir William Fitzwilliam, Earl of Southampton bears the impressed mark 'Leeds Pottery' and this was exhibited in the ECC Exhibition, Creamware and Pearlware (1986), fig 35 and in the NCS Exhibition, 1997, no. 62. The plate is also illustrated by John D. Griffin, The Yorkshire Potteries (2012) p.216, pl.530. The platter with green monochrome decoration is related to lot 148 of 'Melbourne type' and bears the arms of the Laroche and Yeomans families prior to 1776.





#### Two creamware coffee pots and covers and a teapot and cover, circa 1780

Painted in colours with flower sprays and smaller sprigs, one coffee pot with an entwined cross over handle and moulded spout, the moulded gadrooned borders picked out in yellow, 23.6cm high (restored), the other coffee pot with similar moulded borders and a reeded cross over handle, the flower finial picked out in blue, 23.2cm high (cracked), the teapot of drum shape with an entwined handle and rouletted borders, 11.5cm high (6)

£1,000 - 1,200 US\$1,600 - 1,900

The first mentioned coffee pot and the teapot bear the same distinctive finials of pear shaped fruits flanked by four leaves

#### 158

#### Three creamware cream jugs and two small teapots and covers, circa 1770-75

Painted in colours with flowers and scattered sprigs, one jug of pear shape, 9.5cm high, the others ovoid, one with a cross over handle, 7.4cm and 8.2cm high (all cracked), the smaller teapot of drum shape, the other of double ogee form, both with a cross over handle and flower finial, 10cm and 13.5cm high (both damaged and restored) (7)

£800 - 1,200 US\$1,300 - 1,900

#### 159

#### Five creamware tea canisters, circa 1780

All painted in colours with flower sprays and sprigs, comprsing one of small size and cylindrical form with a cover and roulleted borders, 10.1cm high (cover damaged), two other cylindrical canisters, 10.1cm and 9.5cm high (chipped, covers lacking), another of rectangular section with canted corners, 11.7cm high (cover lacking, enamel and glaze flaking), the last with fluted columns, 11.6cm high (cover lacking, chipped) (6)

£600 - 800 US\$960 - 1,300





#### Two creamware teapots and covers, circa 1765-70

The larger with cross over handle, flower finial and an acanthus leaf spout, painted in orange with a fashionable lady by a fence, a bird in flight above, the reverse with a tall building, 13.2cm high (cracked and chipped, cover with section restuck), the smaller with a crabstock spout and flower finial, painted in orange with a lady fisherman, the reverse with a group of buildings, moulded gadrooned borders, 11.5cm high (restored chips to cover) (4)

£1,000 - 1,300 US\$1,600 - 2,100







Four pieces of creamware, circa 1765-70 With figural decoration in Chinese style, comprising a coffee pot and cover with a couple seated at a table, 26cm high (cracked, crazed and stained), a small coffee pot painted in red and black, 14.5cm high (cover lacking, damaged), a large cylindrical mug with a reeded cross over handle, painted with a quatrelobed figural panel flanked by boldly painted flowers, 14.7cm high (restored, interior scarred where a frog was formerly attached), and a small cylindrical mug charmingly painted with a lady holding a parasol, 9.7cm high (restored) (5)

£800 - 1,000 US\$1,300 - 1,600

#### 162

A creamware tea kettle and cover and a tureen, cover and stand, circa 1770-75
The kettle of globular form with a double entwined handle, enamelled in tones of red, ochre and green with scenes of an urn in a fenced garden, 21.5cm high, the tureen oval with feathered rims highlighted in red, painted with simple flower sprigs, the stand 20.6cm wide (some damage) (5)

£600 - 800 US\$960 - 1,300

#### 163

Five pieces of creamware, one dated 1785 Comprising a jug inscribed 'Joseph Mills Success to the mill 1785', a charming Chinoiserie mill house painted to one side, 16.5cm high (damaged and riveted), another large jug with a mask spout, inscribed 'Henry Wilson Burlip', 16.5cm high (restored), a cylindrical mug painted with a bird perched on a branch above a fence, 12.8cm high (cracked and chipped), a tea canister painted with a Chinese hut, a farm gate to the reverse, 12cm high (cracked and chipped, cover lacking), and a teapot painted with a Chinese building by a fence, 10.2cm high (chipped, cover lacking) (5) £700 - 900

US\$1,100 - 1,400

## Three large creamware teapots or punch pots and covers, circa 1780-85

One of drum shape with turned bands and gadrooned borders to the rims, with a double entwined strap handle, 18cm high, the other two of globular form, one with a double entwined handle and a scroll spout, 16cm high, the other with a double entwined grooved strap handle, 22.4cm high, incised mark (some damage) (6)

£800 - 1,200 US\$1,300 - 1,900

#### 165

Seven creamware sauceboats, circa 1770-80 Mostly of shell moulded form with double entwined handles, one possibly Yorkshire with a diamond rim border, 17.5cm long, another possibly Yorkshire with a scroll rim border, 18.2cm long, incised mark, one with a plain body, 17.2cm long, incised mark, one possibly Newcastle with leaf moulding in the body, 16.2cm long, incised mark, one probably Leeds with a fluted body, 19.9cm long, incised mark, another with a diamond rim border, 18cm long and one of small size with a scroll border, 15.2cm long (some damages) (7)

£450 - 600 US\$720 - 960

The first five sauceboats mentioned were exhibited in the ECC exhibition 'British Sauceboats 1720-1850', 2006, item nos. 72, 74, 78, 145, 159.

## 166

A Leeds creamware part coffee set and a Leeds coffee pot and cover, circa 1770-75
The coffee set with reeded moulding, comprising a large coffee pot and cover, 25cm high, a hot water jug and cover, 17.8cm high, impressed LEEDS POTTERY', a tea canister and cover and a coffee cup and saucer, the other coffee pot of conical shape with a leaf moulded spout, 16cm high (some damage) (10) £700 - 900

US\$1,100 - 1,400

Provenance: The conical coffee pot from the Donald Towner collection, Exhibited in the ECC 50th Anniversary exhibition, 1977, item 91, illustrated by Donald Towner, The Leeds Pottery (1963) pl.22B. The part coffee set was exhibited in the NCS exhibition, Rotherham, 1997, item 74.









#### A creamware cheese coaster and a barrel on a stand, circa 1790-1810

Both in plain creamware, the coaster with two shell moulded handles on a circular foot, 46.5cm wide, the barrel with two bands of concentric turning with a hole for a tap, raised upon a separate turned foot, 27.2cm high (some damage) (2)

£550 - 850 US\$880 - 1,400

Spirit barrels were produced by Neale and Wilson and examples are known with embossed vines. A barrel impressed 'Wilson' is illustrated by Diana Edwards, Neale Pottery and Porcelain (1987), p.186, pl.148.

#### 168

## Two creamware egg cups, two miniature baskets and six custard bowls, circa 1775-85

The egg cups with bands of piercing to the rims, 7cm and 7.2cm (one broken, other cracked), the two miniature oval baskets with twisted handles, one edged in blue enamel, 11.4cm and 11.5cm wide (one cracked), the flared conical custard bowls including three with pierced borders, 7.9cm-9.2cm diam (some cracks) (10)

£650 - 800 US\$1,000 - 1,300

An identical egg cup on a turned foot in Temple Newsam House, Leeds is illustrated by Peter Walton (1976), p.102, pl.375.

#### 169

# A large collection of medical and utility items, late 18th and 19th century

All in plain, undecorated cream-coloured earthenware, comprising: two apothecary's syrup jars, one with a cover, two candle pans with central nozzles, two cream skimmers, two other strainers, two eye baths (damaged), two feeding cups, a pap boat, three various funnels and a Copeland vomit pot (16)

£600 - 800 US\$960 - 1,300

The shape of the skimmers appears in Wedgwood's 1802 Shape Drawing book as well as in Gill's notebook. An example inscribed 'HALDON DAIRY' is illustrated by Robin Reilly, Wedgwood (1989), p.315, pl.396.

#### 170

# A collection of various small objects in creamware, late 18th and early 19th century

The undecorated shapes comprising a boat-shaped double salt, 9.1cm, a knife rest, 8.1cm, an artist's palette and a paint mixing tray, 13.7cm and 12cm, an asparagus horn edged in brown enamel, two other asparagus servers, two pierced coasters and two mustard pots and covers, together with a shoe buckle with cold gilding, 6.5cm (14)

£600 - 700 US\$960 - 1,100

#### 171

# Two creamware baskets, a chestnut basket and cover and four stands, circa 1775-85 $\,$

The two baskets of circular form with tapering rims and double entwined handles, one 17.3cm diam, the other with heart shaped piercing to the rim, 19.2cm diam, the chestnut basket and stand with crisp leaf moulding and pierced panels, 21.3cm wide, two stands moulded in the same pattern with pierced panels with rose moulded centers, 19.3cm wide, one stand with similar shell moulding, 22cm diam, one stand with basket weave moulding and a pierced lattice rim, 22cm diam (some damages) (8)

£500 - 700 US\$800 - 1,100











# 172 Five creamware or pearlware tobacco boxes with screw tops, circa 1775-1800

Of circular form, comprising a creamware example painted in red and purple with garden flowers, 7.4cm diam (cracked, sections restuck), another painted on the top with a bird perched on a fence, the sides and underside richly decorated in red and gold, 7.2cm diam (section restuck, stained), and another with a formal floral design, 6.8cm diam (slight wear, cover damaged and restored), a pearlware example painted with a pink rose, 7.3cm diam (damaged), and a large pearlware box with formal decoration in Pratt colours, 11cm diam (chipped) (10)

£800 - 1,200 US\$1,300 - 1,900

Provenance: The first mentioned box from the Donald Towner collection. Illustrated by Donald Towner, Creamware (1978), colour plate H, and exhibited in the English Ceramic Circle 1977 Exhibition

#### 173

#### A creamware screw-top box, circa 1775

Modelled in the form of the head of a rosy-cheeked lady, her fashionable hairstyle adorned with ribbons picked out in red and blue, her earrings picked out in red, a surprised expression on her face, the screw-top painted with a rose sprig, 8.5cm high (screw-top chipped and poorly fitting, perhaps married) (2)

£700 - 1,000 US\$1,100 - 1,600

See Donald Towner, Creamware (1978), pl.74a for similar examples formerly in the collection of Sir Victor and Lady Gollancz. An example of this rare form from the collection of Herb and Sylvia Jacobs was sold at Christie's New York, 24 January 1994, lot 181



## A very rare creamware marrow scoop, circa 1780-90

The ends both modelled as a slender marrow spoon of differing sizes, light shell- or feather-moulded bands picked out in green underglaze, 20cm long (broken and restuck)

£300 - 500 US\$480 - 800

While marrow scoops were popular shapes in silver, no other creamware example appears to have been recorded

#### 175

#### Three pairs of creamware shoe buckles, circa 1780

One pair with original metal fittings, painted with a formal design in green and puce, the edges picked out in blue, 7.4cm wide, the second pair with green and brown formal 'berry' borders, possibly painted in the Absolon workshop, 6.8cm wide (both broken and restuck), the third pair moulded in relief with florets picked out in red and green, the borders in blue and green, 7.2cm wide, one inscribed 'JH' to reverse (one broken) (6)

£1,000 - 1,500 US\$1,600 - 2,400

Provenance: the third mentioned pair from Jonathan Horne, illustrated by Tom Walford, A Collector's progress, This Blessed Pot, This Earth (2011), p.114, fig.1, also shown in the ECC Creamware and Pearlware Exhibition 1986, p.71. The second pair may have been decorated in the workshop of William Absolon at Yarmouth as the 'berry' borders show the influence of nearby Lowestoft porcelain. The palette is typical of Absolon's work.



#### 176

## A creamware wall pocket, a plaque and a fox head stirrup cup, circa 1775-1800

The wall pocket possibly William Greatbatch, of cornucopia form moulded with a portrait of Flora within a scrolled panel, 28cm, the plaque of circular form, moulded in high relief with a group of putti surrounding a drunken infant Bacchus, with a gadrooned border, 19.2cm diam, the stirrup cup naturalistically modelled and coloured, with a diaper border to the rim, inscribed 'TALLY HOW.' 13.2cm long (some damage) (3)

£600 - 800 US\$960 - 1,300

Numerous shards of 'Flora' wall pockets were unearthed at the William Greatbatch site, suggesting that the present model was made at his pottery.







A group of creamware 'toy' or miniature items, circa 1750-80 Comprising a globular teapot, cover and stand with rouletted borders and a cross over handle, 9.2cm high (stand cracked, chipped), a tea kettle and cover with orange monochrome flowers, 10cm high (restored), a milk jug and two teabowls with green monochrome flowers, jug 5cm high (cracks and chips), a kettle stand with a turned border, 7.8cm diam, and an early coffee pot and a milk jug moulded with flowers after a saltglaze original, 7cm and 5cm high (some damage, cover lacking) (11)

£800 - 1,000 US\$1,300 - 1,600

#### 178

## An unusual Pinxton porcelain plate and a creamware punch pot, circa 1800-10 and 1780-90

The plate painted in black monochrome with a botanical specimen, the rim edged in black enamel and a narrow gold line, 23cm diam, together with a creamware punch pot, possibly Derbyshire, of baluster form with leaf moulding to the top of the handle and base of the spout, enamelled with the initial L within a blue husk frame, the reverse well-painted with flowers in the manner of porcelain painting, 20.5cm high (lacking cover)

£450 - 600 US\$720 - 960

#### 179

# An interesting pottery sprig mould for various reliefs, late 18th century

In fired clay or 'pitchers', the double-sided slab carved on one side with a selection of florets, a gadrooned frieze and an Ionian capital, the reverse with two large stiff leaves, 22cm long

£150 - 200 US\$240 - 320

#### 180

#### A creamware figure of John Milton, circa 1770

After the monument by Peter Scheemakers, the poet resting on a book on top of a pedestal and gesturing to an uninscribed panel, raised on a rectangular base, 28.3cm high (chips to extremities)

£500 - 600 US\$800 - 960

This figure was produced in at least two sizes. A larger, 36cm example was sold in the Alastair Sampson Collection, Sotheby's 6 March 1967, lot 35. The creamware model is is likely to derive from the Derby porcelain version of this well-known sculpture





181 Two Leeds creamware figures of Street Musicians and a Staffordshire model of a Hen, circa 1770-85

The figures modelled as a young male tambourine player and a lady hurdy-gurdy player, both standing upon square bases, 19.5cm and 19cm high, the hen moulded laying with a chick under its left wing, on a mound base, 12.1cm high (some damage) (3)

£800 - 1,000 US\$1,300 - 1,600

Provenance: the Musicians from the Donald Towner Collection, Exhibited in the ECC 50th Anniversary exhibition, 1977, item 90 and in the NCS exhibition, Rotherham, 1997, item 59. Illustrated by Donald Towner, The Leeds Pottery (1963), pl.42A and B. A pair of these models in plain creamware marked LEEDS POTTERY is in the collection of Temple Newsam House, Leeds, illustrated by Pat Halfpenny, English Earthenware Figures (1991) p.176. The Hen model is illustrated alongside a saltglaze example by Diana Edwards, The influence of Saltglazed stoneware on Creamware, Creamware re-examined (2005), p.166.

## Six various creamware ladles, late 18th century

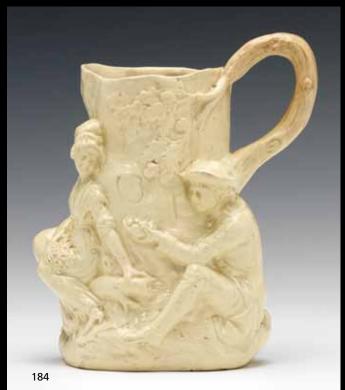
Comprising two similar large ladles with shell moulded bowls, one with puce edging, 19.3cm and 17.5cm long, another with a scroll moulded handle, 17cm long, and three smaller ladles, one of plain shape, 16.1cm long, another with a pierced bowl and scroll handle, 15.2cm long the third painted in brown monochrome with fruiting vines, 14.5cm long (6) £400 - 600

US\$640 - 960









#### Two creamware wall pockets, circa 1785-90

Possibly Leeds, moulded in high relief with figures emblematic of Autumn and Winter, Winter as a boy holding a brazier aloft, Autumn as a girl drinking wine from a bottle with bundles of grapes in her arm, the rims moulded with acanthus leaf borders with coiling festoons of flowers around the body, 24.5cm and 25.2cm long (one with chip) (2) £1,000 - 1,500

US\$1,600 - 2,400

Other examples of these models in creamware are in the Victoria and Albert museum no. II 335, the Winter model illustrated by John and Griselda Lewis, Pratt Ware (1984), p.104, and in the Manchester Museum of Art, no. 1923.843. A pair decorated in Pratt Ware colours is in the Nelson-Atkins Museum of Art, Kansas City, Missouri.

#### 184

A rare creamware 'Fair Hebe' jug by Jean Voyez, circa 1788 Of unusual small size, modelled in high relief with a young man seated by a tree offering a nest of fledgelings to Hebe who rejects his advances, flowers gathered in her apron, a dog moulded on the reverse, signed near the base 'I Voyez', 12.6cm high (very short fine rim crack)

£400 - 600 US\$640 - 960

The many different versions of Fair Hebe jugs were discussed by Robert Charleston in his ECC paper, Jean Voyez, Transactions vol.5, pt.1, pp.8-41. Voyez apparently provided models for Fair Hebe jugs to a number of different potters, including Richard Astbury, Robert Garner and Enoch Wood. A small size jug in plain creamware is known with a portrait on the reverse of the poet William Shenstone, the author of a song from 1743 which included lines in praise of a 'Fair Hebe', quoted in Charleston's paper.





185

# A very rare screw top from a tobacco box, circa 1765-70 Moulded in relief with a portrait of John Wilkes with the Cap of Liberty to his right, titled 'J WILKES E' within a scrolled panel below, mounted in a later papier maché 'acorn' frame, cover 8.8cm diam (cracked) £600 - 800 US\$960 - 1.300

Provenance: the Donald Towner, T Scholes and the Sheldon Collections. A champion of civil liberties, John Wilkes published the 'North Briton', a satirical journal which attacked the King and his prime minister, Lord Bute. He was arrested and imprisoned in the Tower and expelled from Parliament in 1764. He continued to fight for reform and became an ardent defender of the cause of the American colonists. Wilkes was elected Lord Mayor of London in 1774. No other similar cover appears to have been recorded.





187

#### 186

## A good creamware snuff box or tobacco box and screw top, circa 1765

Printed in black with Nancy Dawson Dancing the Hornpipe, dressed as a sailor's lass and accompanied by two gentlemen musicians, the sides and base printed with a variety of insects, 7.8cm diam (restored rim chip) (2) £500 - 700

US\$800 - 1,100

The subject appears in the 1762 edition of The Ladies Amusement and it is likely the insects are also derived from the same source.





187

#### 187

# A rare creamware tile, circa 1775 and three Liverpool delftware tiles

The Liverpool tiles printed in black by John Sadler, one with 'A Man Dancing to the Bagpipes', one with a gentleman helping a girl over a stile, signed 'Sadler', the third with a fishing party, 12.7cm wide, the creamware tile moulded in high relief with a male figure, probably Isaac Newton, contemplating a celestial globe, 13.4cm wide (restored chip) (4) £500 - 900

US\$800 - 1,400

A set of six of earthenware portrait tiles of this rare type, including Shakespeare, Milton and Newton along with figures from the classical world, is illustrated by Anthony Ray, Staffordshire Tiles 1750-1840, ECC Trans, Vol.15 Pt.2 (1994), along with a creamware example of the Shakespeare tile.







Four creamware jugs, circa 1780-1800
One printed with a panel of lovers titled
'Beauty..Spirits', the reverse with 'Matrimony and Courtship', 21.4cm, another with prints titled 'The Jovial Fellows' and 'The Ghost',

and Courtship', 21.4cm, another with prints titled 'The Jovial Fellows' and 'The Ghost', 21cm, the third large jug printed with a panel of Diana, inscribed 'JAMES CAVE AND ANN WOODS 1793', 24.5cm, and another jug printed with two versions of 'The Fortune-Teller', 18cm (some damage and restoration)

£900 - 1,100 US\$1,400 - 1,800

The 1793 jug was shown in the ECC Shipwrecks and Marriages exhibition, 2009. A family record exists of a James Cave and Ann Woods having a child in 1802, in the County of West Derby, Lancashire. This suggests their jug was made in Liverpool.

#### 189

#### A group of printed creamware, circa 1775-1810

Comprising a Wedgwood tea canister printed in black with 'The Tea Party' and 'The Shepherd', 11.3cm, impressed WEDGWOOD, another tea canister printed in brown with Commedia dell'Arte figures, 10.5cm, a cream jug printed with four figures drinking tea, 9cm, a Philips, Sunderland plate inscribed 'Oranje Boven', the print signed 'Philips & Co., Sund'd Pottery', and a bowl for the Dutch market with a figure of Liberty, inscribed 'Voor Vryheid Vaderland', 15.2cm (some damage) (5) £600 - 800

US\$960 - 1,300

#### 190

# A group of creamware decorated with black-transfer prints, circa 1785

Probably Neale, all pieces printed in black with a medallion enclosing a figure of Minerva, various emblems of Wisdom and Industry and the motto 'LET WISDOM UNITE US', flanked by trophies of game, comprising a sucrier and cover with double entwined strap handles, 10.6cm high, a teabowl and saucer, the saucer: 12.7cm diam a tea canister of cylindrical shape, 10.2cm high, and a plate with a shell moulded rim, 28.2cm diam (some damages) (6)

£600 - 900 US\$960 - 1,400

The print was engraved by the artist Thomas Rothwell (1740-1807) who began producing work from the 1760s. An oval pierced plate impressed 'Neale & Co.' is printed with the same medallion, illustrated by Diana Edwards, Neale Pottery and porcelain (1987,) p.124, pl.98

# Two Sunderland creamware mugs and a jug, circa 1793-96

The ovoid jug probably Sanders and Co, printed and coloured with a view of the Iron Bridge, the reverse with the launch of a ship titled 'May Carpenters Flourish and our Trade Increase and Victory bring a Lasting Peace', 18.5cm (handle restuck, cracked and chipped), one mug printed in black with another view of the Wear Bridge, 13cm, the other mug with a three-masted ship lightly picked out in colours, 15.4cm (cracked and chipped) (3)

£800 - 1,000 US\$1,300 - 1,600

The jug and first-mentioned mug are illustrated by Tom Walford, Early Creamware from North East England, Creamware and Pearlware Re-Visited (2005), p.93. Tom suggested that the mug was made when the bridge was being built between 1793 and 1796, by virtue of the wording on the inscription. Close examination of the Wear Bridge print on the jug reveals that part of the date of opening appears to have been touched in by hand, suggesting 1796 as the year of manufacture. A slightly later version of the same print is recorded signed 'J Dawson and Co Low Ford Pottery'.

#### 192

# A creamware teapot and cover and a Wedgwood jug, circa 1770-75

Printed in black, the globular teapot printed with a sailing ship, the reverse with a sailor offering a glass to a lady, the cover with two moths, 13.4cm high (some damage), the Wedgwood baluster jug printed with 'POOR JACK', the reverse with gentleman drinking punch, 18cm (3)

£800 - 1,000 US\$1,300 - 1,600

An identical jug is illustrated by David Drakard, Printed English Pottery (1992) p.122, no.337. The print on the reverse appears on a mug impressed 'Wedgwood & Co.', illustrated by Drakard, p.86, no.218.

#### 193

# A Wedgwood coffee pot and cover and a teapot and cover, circa 1775

Both printed in black, the coffee pot printed with a version of 'The tea party', the reverse with 'The Shepherd', 24.7cm, impressed WEDGWOOD, the globular teapot printed with a slightly different version of the tea party, 19.5cm high (both damaged) (4)

£700 - 900 US\$1,100 - 1,400

Probably printed by Guy Green in Liverpool. Liverpool versions of 'The Tea Party' were often paired with 'The Shepherd' print.













## Four creamware printed jugs and a mug, circa 1780-1820

Comprising, a mug inscribed in brown 'May Britains true, Their Rights pursue, And e'er espouse the Cause. Of Church and King, And ev'ry Thing. That constitutes their Laws' 12cm, another in black inscribed 'Beauty, Like ice our footing Does Betray....', signed J. Poulton, Sculpt.', 9cm, a mug inscribed 'Consider Man thy Glass runs out...', 12cm, a Wedgwood mug printed with the Great Horn, 15.2cm, impressed WEDGWOOD, and a jug printed in red with Princess Charlotte, 12.7cm (some cracks and chips) (5)

£700 - 900 US\$1,100 - 1,400

The J Poulton mug was in the ECC Creamware and Pearlware Exhibition, 1986, no.117. The verse on the mug was written by the poet John Dryden.

#### 195

## Various enamelled creamware items, circa 1785-1800

Comprising a drum inkwell painted with flowers, 11.6cm diam, a Wedgwood centrepiece with an orange band and scattered stars, 29cm, impressed WEDGWOOD, another centrepiece enamelled with letter L with a folded band pattern, 29.2cm, a knife and fork haft painted with ivy, 8cm and 7cm, another knife haft painted with Oak leaves, 8.4cm, and a jardinière with a band of flowers, 13cm (7) £700 - 900

US\$1,100 - 1,400

The base of the inkwell is charmingly scratched with a diamond 'I'm, in the year of 13'.

#### 196

# Three creamware commemorative items, circa 1780-1795

Comprising a Wedgwood jug painted with a soldier on horseback within a wreath, with the initial 'H', the reverse with a friendship medallion, 17.9cm, impressed WEDGWOOD, a teapot by William Greatbatch painted with a sitting fox inscribed 'Beware of the Fox', the reverse painted with a gate, 9.3cm (cover lacking), and another jug inscribed 'God save the King', 16.9cm (some damage) (3)

£650 - 800 US\$1,000 - 1,300

'Beware of the Fox' inscriptions appear on wine glasses and delftware. The term *fox* meant 'to intoxicate, befuddle', and this may be a warning against excessive drinking. It could also refer to the celebrity politician Charles Fox. Another example is illustrated by David Barker, William Greatbatch (1990) p.215, pl.113.

## Two very rare creamware pierced plates, circa 1775

The borders moulded with beaded rims and one with additional purple feathering outside of a pierced geometric band, engine-turned flutes around the cavettos, the centres painted in sepia monochrome with portraits of the writers Dr Jonathan Swift and John Milton, within gilt oak leaf frames and surrounded by gold sprigs, 24.8cm and 25cm diam (one broken) (2)

£500 - 700 US\$800 - 1,100

Provenance: The Dean Swift plate formerly in the collection of Mrs A.R.Lewis, sold by Sotheby's 22 December 1970, lot 101. These are from a series of cabinet plates probably painted in London with different literary subjects. A plate from this series painted with a portrait of the Duke of Marlborough was in the Donald Towner Collection and is illustrated by Towner, Creamware (1978) p.143, pl.72A.

#### 198

# A very large creamware punch pot and cover, circa 1765

With a crabstock handle and spout, the globular body moulded with fine reeding and a band of diaper pattern around the circumference picked out in cold gilding, the milled footrim also gilded, the cover with corresponding moulding left un-gilded, *24cm high* (tip of spout restored) (2)

£600 - 800 US\$960 - 1,300

#### 199

## A creamware jug and a Turner dish painted in the Absolon workshop, circa 1795

The jug painted with a farmer and plough, inscribed 'SUCCESS TO FARMING', a scrolled border below the rim, 12cm high the lobed oval dish with a rural landscape within green lustrous lines, 21.1cm wide, impressed 'TURNER', inscribed 'Absolon yarm No 25', an arrow motif to the right (both damaged)

£800 - 1,000 US\$1,300 - 1,600

Provenance: The dish from the Grant Davidson Collection. A similar square dish depicting Gumbly Hall from 'Harrison's Views' is illustrated by John Howell, ECC Trans, Vol.10, Pt.5, pl.136a and a related farming jug at pl.142a. William Absolon Junior was a glass engraver and muffle-kiln decorator at 4 Market Row, Great Yarmouth and then at 25 Market Row by July 1790. The 'No 25' on this dish refers to this address. He specialised in 'greenedge table services of two sorts'. Compare the border on the present jug with that on a Lowestoft milk jug sold in these rooms 3 October 2012, lot 180.











#### A creamware teapot and cover, circa 1770

Staffordshire or Yorkshire, of small size, the globular body with fine gadroon rims, the double twisted handle and flower finial with flowerhead and leaf terminals, crabstock spout, painted on the front in red and black with a half-length profile portrait, probably of Admiral Keppel, within an open scroll cartouche, the reverse with a church within a further cartouche, (minor crack and chip) (2)

£800 - 1,200 US\$1,300 - 1,900

Greatbatch creamware teapots were printed with a related profile portrait titled 'The Honourable Augustus Keppel'

#### 201

## A rare commemorative creamware plate, circa 1780

The rim moulded with eighteen lobes, the border moulded in relief three times with the slogan 'ADMIRAL KEPPEL FOR EVER', alternating with a three-masted ship, the cavetto left without decoration, 23.8cm diam (small rim chips)

£600 - 800 US\$960 - 1,300

Naval hero Admiral Augustus Keppel was court-martialed in February 1779 for his failure to win a victory at Ushant. His acquittal resulted in his further notoriety.



#### 202 Two Dutch-decorated creamware Ship plates, dated 1779 and circa 1790

One with a lobed rim painted in colours with a two-masted boat in full sail flying Dutch flags, inscribed around the border 'Het well vaare van endragt, Capt Abraham van Kyn 1779', 25cm diam, the other plain circular plate with a colourful rendition of a Dutch galleon, 25cm diam (2)

£500 - 700 US\$800 - 1,100

The dated plate was exhibited in the ECC Exhibition, Shipwrecks and Marriages (2009), p.25, fig.C14.

#### 203

## A collection of Dutch-decorated creamware with Royal and patriotic subjects, circa 1775-90

Comprising a plate, a tea canister and a sucrier and cover each painted in colours with double portraits of Prince William V and Princess Sophia Wilhelmina of Orange, the plate 24.6cm, together with two plates painted with figures representing Liberty and with appropriate inscriptions (all with chips, one Liberty plate with missing section) (6) £500 - 600

US\$800 - 960

#### 204

### A collection of Dutch-decorated creamware, circa 1770-90

Comprising a plate brightly painted with one of the Sacraments, 24.3cm, a plate in Jesuit style with Elijah and the Ravens, 24.5cm, a plate pencilled in black with a lady and gentleman, 25.7cm, a plate with the Flight into Egypt, a Moore & Co. plate with a Dutch landscape, a tea canister, a plate and a teabowl and saucer all with Samuel anointing Saul in Jesuit style, and a Chinese saucer with related Dutch decoration (some damage) (10)

£500 - 700 US\$800 - 1,100













#### A group of eight creamware plates, late 18th century

With interesting primitive decoration, Comprising a plate, attributed to Rothwell, with a feather moulded rim painted in green and manganese with garlands of fruiting vines, 23cm diam, two plates decorated with the same pattern of flowers and a fence in underglaze manganese, 37.9cm and 23.4cm, another in manganese with flowers, 23.6cm diam, a plate painted in manganese with a landscape with a shell moulded rim, 24cm diam, a plate with a scalloped rim with a similar design, 25cm diam, a plate with a moulded and gadrooned border in brown and green, 25cm diam, and a plain creamware plate with a scroll moulded rim, 24cm diam (some damage) (8)

£400 - 550 US\$640 - 880

The first plate was exhibited in the NCS exhibition, Rotherham, 1997, item 91. Another plate painted in this pattern is illustrated by John D. Griffin, The Yorkshire Potteries (2012) p.264, pl.664. The last mentioned plate provenance the Norma Wright and Norman Stretton collections.

#### 206

## A creamware coffee pot, a mug and a cream jug, circa 1780

The coffee pot of pear shape on a spreading turned foot, painted in overglaze black enamel with an oriental figure in a landscape, a pavilion on the reverse, 20.2cm high (cover lacking), the cylindrical mug with a cross over handle with flower head terminals, painted in manganese underglaze, 16cm high (cracked), the delightful small jug also painted in manganese with a simple landscape, 8.8cm (3)

£500 - 700 US\$800 - 1,100

## 207

A Bovey Tracey wall pocket, a flask and a stirrup cup, circa 1770-90 The pocket embossed with a panel of the Goddess Flora representing Winter from a set of Seasons, with limited underglaze colouring, 15.2cm high (damaged), the moon shaped flask with moulded panels splashed in green, brown and ochre, 11.5cm (rim chip), the stirrup cup curiously shaped as a potato, 12cm (broken) (3)

£400 - 600 US\$640 - 960

For an identical set of Seasons pockets see Adams and Thomas, A Potworks in Devonshire (1996), p.62. The flask is adapted from the block mould of an earlier saltglaze saucer. An example is in the Henry Weldon Collection.



# A collection of creamware decorated in underglaze blue, circa 1770-90

Comprising a coffee pot and cover, 21cm high, a cup and saucer, 12.5cm diam, and a cylindrical tea canister, 13cm high, all with fluted moulding and painted in the same pattern of trailing flower sprigs, another tea canister of chamfered rectangular form with a metal cover, 11.8cm, S mark in blue, a rare William Greatbatch plate with a 'Chinese Lantern' moulded rim and painted flowers, 24.3cm, another plate with a shaped rim with a diaper border 24.4cm, a bowl painted with scattered sprigs, 17.6cm diam, and a pearlware bowl painted in the dragon pattern, 15.1cm diam (some damage) (11)

£500 - 700 US\$800 - 1,100

Provenance: the 'Chinese Lantern' plate from the Gwen Drakard collection. This was shown in the ECC Creamware and Pearlware exhibition, 1986, no.128. Matching shards were found on the Greatbatch site. The second plate is identical to a plate illustrated by Lois Roberts, Painted in Blue (2011) p.123, fig.206, which is impressed with the monogram HMpc.

#### 209

Thirteen various creamware plates and dishes, circa 1775-90 Mostly with moulded and pierced borders, including a deep stand with the impressed mark 'Walkers', an octagonal plate marked 'T.J.Hollins', and two plain plates marked 'Chantilly' (some pieces damaged) (13) £400 - 600

US\$640 - 960



# A further selection of creamware decorated in underglaze blue, circa 1770-1780

Possibly Leeds, comprising a cylindrical mug inscribed 'Sarah Middleton 1778', painted with a pavilion in an oriental landscape, 12.2cm (chipped), a squat porringer painted in the same pattern, 10.3cm high, (restored), a shell shaped sweetmeat dish, painted with a pavilion, 17.3cm wide (cracked), a plate painted with a cottage and sponged trees, with a blue feathered rim, 24.5cm diam (chipped), a teapot and cover with a cross over handle, painted with an oriental figure in a landscape, 14cm high (chips), and a Swinton pearlware teabowl and saucer painted with a 'Pagoda and Fence' pattern, workman's marks (chips) (8)

£600 - 900 US\$960 - 1,400

The dated mug is illustrated by Lois Roberts, Dated in blue (2011), p.25, no.15. The plate, sweetmeat dish and teapot are also illustrated by Lois Roberts, Painted in blue (2011), pp.141, 139 and 131.





Various creamware and pearlware items, circa 1780-90

Comprising a pearlware teapot, 9.5cm high, and a vase, 10.4cm high, both banded in dark brown with relief husk festoons and blue painted borders, a creamware mug with relief swags on a mottled coloured band, 8.5cm high, a small Turner & Co. pierced coaster banded in colours, 8cm diam, a circular tobacco box with screw lid inscribed in blue 'Elizabeth Mycocks', 11cm diam, and a 'Melbourne-type' creamware cosmetic jar and metal cover, 7cm high (some damages) (8)

£450 - 600 US\$720 - 960

#### 212

A large creamware mask jug, dated 1777

Possibly Yorkshire, of pear shape on a turned foot with a grooved handle, the spout formed as a lion's head with an open mouth, the body inscribed in blue 'John Osbaldeston 1777' within a floral scrollwork cartouche flanked by flower sprigs, with a diaper border to the rim, 27cm high (minor star crack and footrim chip)

£450 - 600 US\$720 - 960

Exhibited in the ECC exhibition 'Shipwrecks and Marriages', 2009. Illustrated by Lois Roberts, Dated in Blue (2011) p.21, pl.8. Roberts illustrates a second jug, of identical form also dated 1777.

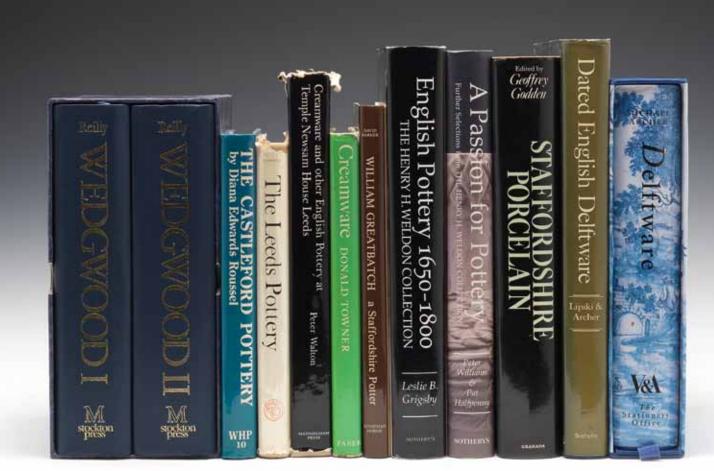
#### 213

A Bovey Tracey creamware teapot and cover and matching bowl, dated 1784  $\,$ 

Both inscribed in blue 'James & E: Hancock. 1784.', surrounded by single small sprigs and winged insects, with berry borders to the rims, the teapot of globular shape with a grooved strap ear-shaped handle with a moulded spout, 15.5cm high (some restoration) the slop bowl of plain shape, 14.9cm diam (some fine cracks) (3)

£400 - 600 US\$640 - 960

Provenance: Gary Atkins, Exhibition March 1995, fig.37. Exhibited in the ECC exhibition Shipwrecks and Marriages (2009), fig.C23. Illustrated by Lois Roberts, Painted in blue (2011) p.108, fig.179. See also Adams and Thomas, A Potworks in Devonshire (1996).



214 (part)

## 214 •

An extensive collection of reference books on British ceramics Comprising the working library of Tom Walford, approx 150 books covering British pottery and porcelain, primarily works on creamware, earthenware, stoneware and delftware, ranging from early 20th century classics by Blacker, Jewitt and Rhead, through to recent works by the many authors who assisted Tom Walford in his research, including pioneering works on Creamware and the Leeds Pottery by Donald Towner as well as lavish cased volumes by Michael Archer, Robin Reilly, Leslie B.Grigsby and John D.Griffin (about 150)

£1,000 - 1,500 US\$1,600 - 2,400

#### 215●

Tom Walford and Donald Towner: a quantity of archive and research notes together with Ceramic Society Transactions and auction catalogues

Comprising manuscript copies of Donald Towner's collection catalogues, original research and autobiographical notes as well as a large number of photographs collected by Donald Towner, many 35mm slides and other photographs compiled by Tom Walford as well as correspondence with other collectors and folders of research into creamware, together with a large number of auction catalogues including many well known collections such as the Watney Collection (4 volumes 1999-2000), Journals and newsletters from the Northern Ceramics Society, 9 volumes of Ceramics in America and more than 50 individual parts of the English Ceramics Circle Transactions from the 1960s to the present (a quantity) £300 - 500

US\$480 - 800

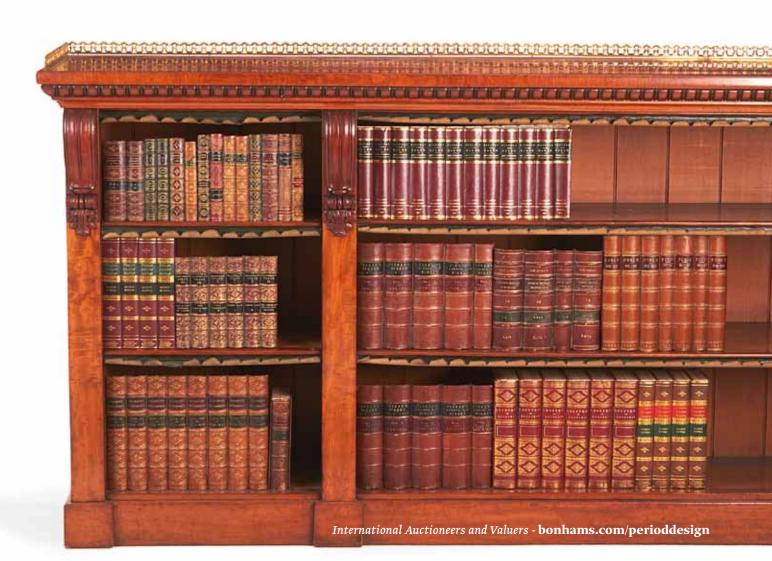


215 (part)

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

#### The Seller's responsibility to you

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

#### Bonhams' responsibility to you

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

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

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 equalling or exceeding such Reserve) on behalf of the Seller. We are not responsible to you in respect of the presence or absence of any Reserve in respect of any Lot. If there is a Reserve it will normally be no higher than the lower figure for any Estimate in the Catalogue, assuming that the currency of the Reserve has not fluctuated adversely against the currency of the Estimate. The Buver 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 Buver, 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 Buver'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

## 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).

 Hammer Price
 Percentage amount

 From €0 to €50,000
 4%

 From €50,000.01 to €200,000
 3%

 From €200,000.01 to €350,000
 1%

 From €350,000.01 to €500,000
 0.5%

 Exceeding €500,000
 0.25%

#### 8. VAT

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

The following symbols 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
- 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/museumsand-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 Buver'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 Buyers Agreement. Please note that Lots comprising printed Books, unframed maps and bound manuscripts are not liable to VAT on the Buyer's Premium.

#### 16. CLOCKS AND WATCHES

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

## 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

#### **Proof of Firearms**

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

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

#### **Guns Sold as Parts**

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

#### **Condition of Firearms**

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

posted in the saleroom and available from the department. Bidders should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

#### Original Gun Specifications Derived from Gunmakers

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

## Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

#### **Taxidermy and Related Items**

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

#### 18. FURNITURE

#### Upholstered Furniture

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

#### 19. IFWFI I FRY

#### 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) weignt 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 pubil:
- "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. WINF**

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  $\Delta$  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.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- ▲ Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- •, †, \*, G,  $\Omega$ ,  $\alpha$ , § see clause 8,  $V\!AT$ , for details.

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

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

#### APPENDIX 1

#### CONTRACT FOR SALE

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

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

#### 1 THE CONTRACT

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

#### 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.

## FITNESS FOR PURPOSE AND SATISFACTORY OUALITY

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.

#### FAILURE TO PAY FOR THE LOT

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

all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his

#### THE SELLER'S LIABILITY

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

#### 10 MISCELLANEOUS

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

waiver given to you in writing. Any such waiver will not affect the *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.

- 10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- Any notice or other communication to be given under the Contract for Sale must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, addressed co Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the Contract for Sale "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer) on any person who is not a party to the Contract for Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

#### 11 GOVERNING LAW

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

#### APPENDIX 2

#### **BUYER'S AGREEMENT**

**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.

#### PERFORMANCE OF THE CONTRACT FOR SALE

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

#### 3 PAYMENT

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- 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.

#### RESPONSIBILITY FOR THE LOT

6

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

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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract:
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof:
- 7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.

- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

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

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

#### 9 FORGERIES

- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and

- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and
- 9.2.3 within one month after such notification has been given, you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the Lot.
- 9.3 Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy ourselves that the Lot is or is not a Forgery.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will
- 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

#### 10 OUR LIABILITY

- 0.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business 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 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 W15 15R, 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 Bioder or potential Bidder by Bonhams on behalf of the Seller.

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

"Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business. "Consumer" a natural person who is acting for the relevant

purpose outside his trade, Business or profession. "Contract Form" the Contract Form, or vehicle Entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.

"Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).
"Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.

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

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

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

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

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

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

"Hammer Price" the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer. "Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

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

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

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

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

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

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

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

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

"Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price.

"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

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

specialist on the Lot.

**"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 *Buver'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 to at the provailing rate at the date of the

"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-
  - 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
  - the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

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

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# Registration and Bidding Form

Bon	han	ns F

Please circle you		e / Telephone E od above.	idding)		
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			<b>Sale no.</b> 20953	Sale venue: New Bond Street	
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