

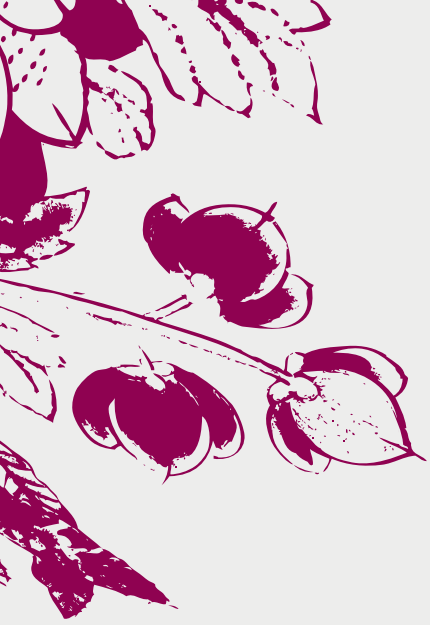


The Delphinium Collection

A British Private Collection of
18th Century Meissen Porcelain

Wednesday 20 March 2013 at 10.30am
New Bond Street, London





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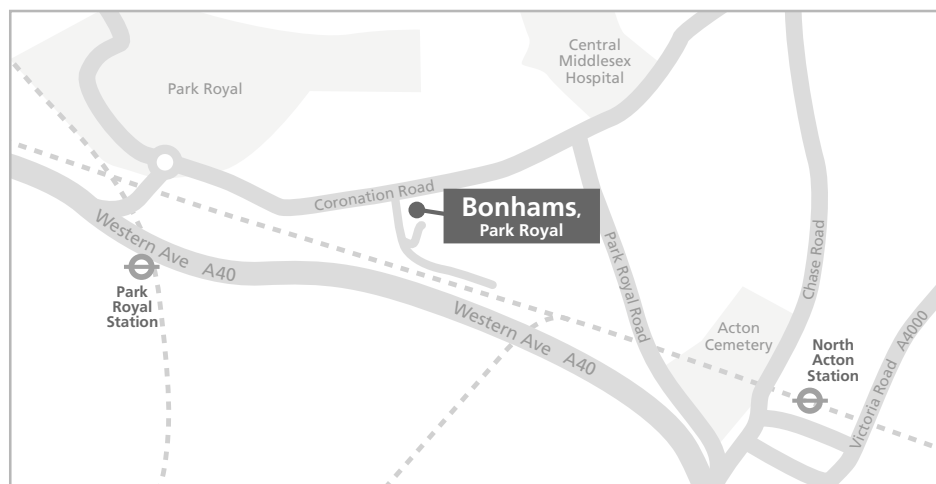
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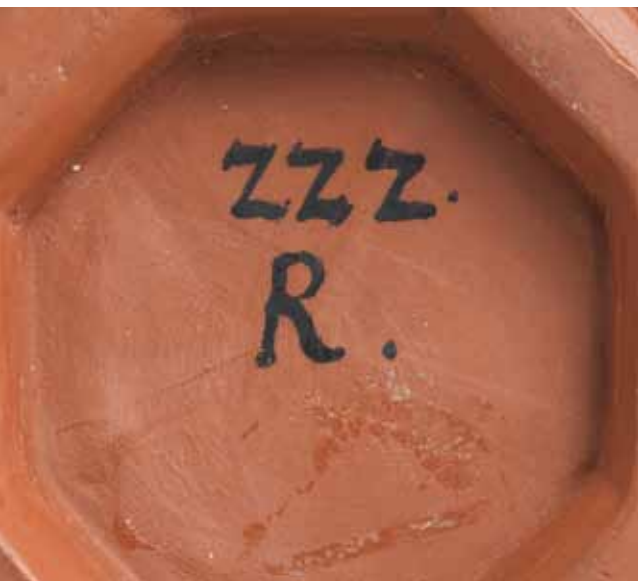
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Early Meissen Porcelain



1

A very rare Meissen Böttger stoneware coffee pot and cover, circa 1710-13

Of octagonal baluster form with an S-scroll handle and a curved, faceted handle moulded with a serpent mouth at the base, the panels moulded with a faint diaper pattern, the dome cover similar, the inside of the cover with a black glaze, 15cm high, black-painted Japanese Palace inventory numbers 222./ R. (coffee pot) and 222 (cover) (finial missing, small chip and repair to tip of spout) (2)

£10,000 - 15,000

€12,000 - 18,000

Provenance:

Royal Collections of Saxony, Japanese Palace, Dresden

The 1770 inventory of the Japanese Palace lists under No. 222: 'Eilf Stück 8.eckichte Coffé Kännngen, mit Deckel und Schnautze, 7. Zoll hoch, 4. Zoll in Diam: 3. Deckel sind schadhafft' [eleven octagonal coffee pots, with covers and spouts, 7 zoll high, 4 zoll diam., three covers are damaged]; quoted by Claus Boltz, Japanisches Palais-Inventar 1770 und Turmzimmer-Inventar 1769, in *Keramos* 153 (1996), p. 107. A very similar coffee pot and cover - possibly the present lot - was sold from Saxon Royal collections by Rudolph Lepke's Kunst-Auctions-Haus, 7-8 October 1919, lot 3. Another example in the Porzellansammlung, Dresden, is illustrated by E. Zimmermann, *Erfindung und Frühzeit des Meissner Porzellans* (1908), ill. 38.





2

A rare Meissen teabowl and saucer, circa 1725-30

Painted with a hound chasing a stag by a tree enclosed by elaborate coloured brackets and scrolls below a lobed band of Böttger lustre with flowers and scrollwork, the rims with an underglaze-blue band with gilt scrollwork, the reverse of the saucer with iron-red *indianische Blumen* and the teabowl with a coloured sprig to the inside, crossed swords marks within concentric circles in underglaze-blue (2)

£6,000 - 8,000

€7,100 - 9,500

The decoration is based on engravings by Johann Schmischek (1585-1650) in the *Groteschges Büchlein*, published in 1630. A similar teabowl and saucer in the Wark collection is illustrated by U. Pietsch, *Early Meissen Porcelain The Wark Collection* (2011), no. 637, where further pieces are listed. The slop bowl from the service is in the Seattle Art Museum, published by Julie Emerson et al., *Porcelain Stories* (2000), pl. 14.14. Two teabowls and saucers from a service with similar decoration, also based on engravings by Johann Schmischek, are in the Wark Collection (no. 636) and in the Victoria & Albert Museum, inv. no. 202&A-1854, respectively.





3

A rare Meissen teabowl and saucer, circa 1720

Decorated in Dresden or Augsburg in tooled and burnished gilding, the teabowl and reverse of the saucer with three chinoiserie vignettes above a wavy line, the top of the saucer with a burnished gilt ground, the footrim and base and interior of the teabowl similarly gilt, (tiny chip to rim of saucer) (2)

£2,500 - 3,000

€3,000 - 3,600

A similarly decorated teabowl and saucer from the same service was sold by Sotheby's London, 23 May 1967, lot 4.



4

A very rare Meissen slop bowl with gold *paillon* and enamel decoration, circa 1720

Probably decorated in Paris, applied with die-stamped gold appliqué embellished with blue, red and green enamels depicting chinoiserie vignettes of figures, birds, plants and buildings, and birds and insects in flight, the interior and rims gilt, 16.5cm diam.; 7.5cm high (some losses to gilding and applied decoration, restuck chip to footrim)

£5,000 - 8,000

€5,900 - 9,500

For a discussion of this and related types of gold decoration on Meissen, French and Chinese porcelain, see Errol Manners, *Gold Decoration on French, German, and Oriental Porcelain in the early 18th Century*, in *The French Porcelain Society Journal*, IV (2011), pp. 24-42. A closely similar slop bowl with virtually the same sequence of applied decoration and bearing the signature of Christoph Conrad Hunger is in the collection of the Museum für Angewandte Kunst in Vienna (figs. 21a-b). The author argues that the signature, the basis for the traditional attribution of this style of decoration to Hunger, may be a fraudulent addition, and suggests that the group can be attributed to French decorators. The Vienna bowl and several other pieces decorated in the same manner are published by G. Pazaurek, *Die Deutsche Fayence- und Porzellan-Hausmaler* (1925), I, pl. 10, ill. 117. A Meissen teabowl and saucer with similar decoration in the Grassi Museum, Leipzig, is published by Dieter Gielke, *Meissener Porzellan des 18. und 19. Jahrhunderts* (2003), no. 24; a similarly decorated Chinese beaker and saucer in the Germanisches Nationalmuseum, Nuremberg, is published K. Pechstein/N. Götz, *Böttgersteinzeug und frühes Meißen Porzellan* (1982), no. 95.



5

An early Meissen teapot and cover, circa 1715-20

Of squat globular form with a faceted spout with eagle's head terminal and scroll handle, the domed cover with a turned finial, 10.5cm high, (flat chip to finial) (2)

£5,000 - 7,000

€5,900 - 8,300

Teapots with similar handles and spouts were made in Böttger stoneware by 1713, and the 1719 inventories of the Meissen manufactory and warehouses and wares offered at the Leipzig list numerous variations of the form (Claus Boltz, *Steinzeug und Porzellan der Böttgerperiode*, in *Keramos* 167/168 (2000), p. 127). A later variation of the form of around 1725 is illustrated by Claus Boltz, *Die wöchentlichen Berichte über die Tätigkeit der Meissner Dreher und Former vom 6. Juni 1722 bis 31. Dezember 1728*, in *Keramos* 178 (2002), p. 114, ill. 116. Another example of this very rare form, painted by a Hausmaler, possibly in Breslau, was in the Jahn Collection, sold by Lempertz Cologne, 12 June 1989, lot 35, and a similar undecorated teapot was sold in these Rooms, 12 December 2012, lot 58.









6

An extremely rare Meissen two-handled jar and cover, late 1720s

Of squat baluster shape, with plain scroll handles and button finial, sprigged in relief with fruiting vines heightened in enamels around the handles, painted on both sides with fine chinoiserie figures in the manner of J. G. Höroldt on gilt scrollwork and Böttger lustre brackets, and on three vignettes on the cover, the borders with *Laub- und Bandelwerk* incorporating Böttger Lustre, the rim of the cover with a gilt scrollwork on a band of Böttger lustre, the finial coloured in enamels and gilding, the handles embellished with fine scrollwork and coloured panels, 12cm high (2)

£15,000 - 20,000

€18,000 - 24,000

Provenance:

The Reverend the Rt. Hon. Lord Byron (Frederick Byron, 10th Baron Byron 1861-1949), Thrumpton Hall, Nottinghamshire

The only other published example of this form is in the Rijksmuseum, Amsterdam (Inv. BK-17416), formerly in the celebrated collections of Franz and Margarete Oppenheimer, Berlin (to 1938), and Dr. Fritz Manheimer, Amsterdam (published by A.L. den Blaauwen, Meissen Porcelain in the Rijksmuseum, 2000, no.58). The Rijksmuseum example differs in several details, with three paw feet, a continuous chinoiserie scene, a simple gilt border to the rim of the cover, and a conical finial.





Early Hausmaler

7

A Meissen Hausmaler teabowl and saucer, circa 1720-25

Each moulded with three flowering branches, probably decorated in Augsburg in gilding and enamels and embellished with gilt flowering branches and birds, the saucer with a circular gilt chinoiserie scene in the centre within a lappet border, the teabowl similarly decorated, foliate scrollwork borders to the rims, (haircrack to teabowl, some wear) (2)

£800 - 1,200

€950 - 1,400

Provenance:

Michael Moseley Collection, sold by Sotheby's London, 16 July 1946, lot 98 (part)

8

A Meissen Hausmaler teabowl and saucer, circa 1725

Decorated in gilding in Augsburg in the Seuter workshop, the saucer with a chinoiserie scene of figures flanked by trees on a foliate scrollwork base, the teabowl with a bird perched on a branch on the inside, the exteriors moulded with fluted bands embellished with alternating decoration of a solid ground, scrollwork and dots, the rims with c-scroll borders, incised / inside footrims, traces of lustre marks of a circle to both (minor wear) (2)

£2,000 - 3,000

€2,400 - 3,600



9

**A Meissen Hausmaler silver-mounted
coffee pot and cover, circa 1730**

Decorated in Augsburg, probably in the Seuter
workshop, in black with hunting scenes on
scroll- and strapwork brackets and silvered
spout and handle, the silver mounts marked for
Elias Adam, Augsburg, 1731-33, 20cm high,
(restored, rubbed)

£1,500 - 2,000

€1,800 - 2,400





10

A Du Paquier Hausmaler teabowl and saucer, circa 1730

Painted in *Schwarzlot* heightened in gilding, probably by a Viennese or Bohemian Hausmaler in the manner of Ignaz Preissler, with battle scenes depicting, on the saucer, cavalry engaged in close combat, and a continuous landscape scene depicting cavalry and soldiers firing cannon at a besieged town, the inside with a trophy composed of canon, flags a helmet and cannon balls (2)

£8,000 - 12,000

€9,500 - 14,000

A similarly decorated teabowl and saucer, probably by the same painter, was in the Georg Tillmann Collection, Hamburg, published by G. Pazaurek, *Die Deutsche Fayence- und Porzellan-Hausmaler* (1925), I, ill. 218. Pazaurek tentatively attributed the decoration to a Vienna Hausmaler of around 1730 (p. 245). Two further similarly decorated teabowls and saucers are published by A. Müller-Hofstede, *Der Schlesisch-Böhmische Hausmaler Ignaz Preissler*, in *Keramos 100* (1983), p. 28, ill. 39 and 39a, where the decoration is attributed to Ignaz Preissler.





11

A rare Bayreuth stoneware coffee cup and saucer, circa 1728-44

The cane-coloured body decorated in silver with a chinoiserie figure leading a leopard by a tree, the saucer with a second figure, each scene on a bracket, the rims with borders of foliate scrollwork and trellis panels, the handle with a silver stripe, (silver tarnished and worn, rim chips to cup) (2)

£800 - 1,200

€950 - 1,400

A similar cup and saucer and a teabowl and saucer, probably from the same service, are illustrated by A. Miller/A. Ziffer, Bayreuther Fayencen (1994), cat. no. 122. Similarly decorated pieces, perhaps also originally from the same service, including a coffee pot, hot milk jug, waste bowl, footed dish and four teabowls and saucers, were sold by Sotheby's London, 16 October 1979, lots 52-57.

12

A rare Meissen Hausmaler teabowl and saucer, circa 1730-35

Decorated in Augsburg, each with a landscape vignette finely painted in iron-red on a gilt scrollwork bracket, the rims with gilt borders edged with foliate scrolls, the teabowl with a parrot perched on a branch on the reverse, and an insect to the interior, both in iron-red, the saucer faintly marked in lustre 3 1/3 (2)

£2,500 - 3,000

€3,000 - 3,600



Another teabowl and saucer from this service in the Städtische Kunstsammlungen, Augsburg, is illustrated by Rainer Rückert, Meissener Porzellan 1710-1810 (1966), no. 114; a teabowl, two-handled beaker and saucer were sold by Christie's London, 2 February 1976, lot 44; another teabowl and saucer was sold by Christie's New York, 22-23 October 2003, lot 406; another is published by A. d'Agliano/L. Melegati, I Fragili Lussi (2001), no. 28; the teapot is illustrated by Claus Boltz, Die wöchentlichen Berichte über die Tätigkeit der Meissner Dreher und Former vom 6. Juni 1722 bis 31. Dezember 1728, in Keramos 178 (2002), ill. 105.

13

A Meissen Dutch-decorated teapot and cover, circa 1720, the decoration a little later

With a scroll handle and serpent spout, painted in thickly-applied enamels with birds in flight above flowering peonies and prunus, the handle and spout embellished with scrollwork, the domed cover with similar flowering branches and a foliate motif to the top of the finial, 10.5cm high (2)

£4,000 - 6,000

€4,800 - 7,100





14

A Meissen Hausmaler slop bowl, circa 1740-60

Painted in underglaze-blue with the *Fels- und Vogel* pattern of a bird in flight over flowers issuing from stylised rockwork, embellished in gilding and enamels in the workshop of F.J. Ferner, the exterior with a hussar and flowers, the interior with a tethered horse flanked by two seated figures and trees and an iron-red view of buildings in the centre, gilt scrollwork border to rim, 15.7cm diam., crossed swords mark and two dots in underglaze-blue, impressed 1 inside footrim (some wear to gilding)

£800 - 1,200

€950 - 1,400

15

A Meissen Hausmaler teacup and saucer, circa 1740-60

Painted in underglaze-blue with the *Fels- und Vogel* pattern of a bird in flight over flowers issuing from stylised rockwork, painted in coloured enamels and gilding in the workshop of F. J. Ferner, with colourful flowers and, on the saucer a recumbent lady, the cup with a seated gentleman, iron-red scrolling foliage borders around the wells, the rims embellished in gilding, crossed swords and dot marks in underglaze-blue, impressed Dreher's mark on the saucer and 66 on the teacup (haircrack to base of handle, some wear) (2)

£300 - 400

€360 - 480



16

A Meissen Hausmaler teapot and cover, circa 1730

Of globular form applied with a curved spout with mask terminal and loop handle, painted in underglaze-blue and embellished in gilding in Augsburg with flowering plants and a fence on each side below a trellis and floral border around the rim, the handle and spout with flowers, the domed cover similarly decorated, 11cm high, crossed swords mark and dashes (inside footrim) in underglaze-blue, incised x (fine star crack to base) (2)

£1,000 - 1,500

€1,200 - 1,800



17

A Meissen Hausmaler milk jug and cover, circa 1740-60

Painted in underglaze-blue with the *Fels- und Vogel* pattern of a bird in flight over flowers issuing from stylised rockwork, embellished in gilding and enamels in the workshop of F.J. Ferner, with a seated figure playing the lute beneath the spout and flowers, 11.5cm high, crossed swords mark, dot and dash in underglaze-blue, incised IV inside footrim (2)

£800 - 1,200

€950 - 1,400



18

A Meissen Hausmaler rectangular tea canister, mid 18th century

Decorated in the workshop of F.F. Mayer of Pressnitz, with a continuous scene depicting hussar officers on horseback and a fallen foe, the shoulders with gilt trellis panels flanked by scrollwork, 10.5cm high, crossed swords mark and dash in blue (cover lacking)

£1,500 - 2,000

€1,800 - 2,400

Provenance:

Francis Wormald Collection, sold by Sotheby's London, 26 April 1949, lot 27 (part)

Similar scenes on two cups and saucers in the Georg Tillmann Collection, Hamburg, are published by G. Pazaurek, *Deutsche Fayence- und Porzellan-Hausmaler* (1925), II, ills. 327 and 328. A similarly painted saucer was in the Rudolf Just Collection, Prague (published by R. Just, *Neue Forschungen über die Pressnitzer Porzellan-Hausmalerei*, in *Mitteilungsblatt der Keramikfreunde der Schweiz* 46 (1959), pl, XI, ill. 27).

19

A Meissen Hausmaler plate, mid 18th century

Decorated in the workshop of F.F. Mayer of Pressnitz, the well with an elaborate scene depicting a boar hunt, within a quatrelobe gilt scrollwork cartouche edged in brown, the wavy rim with four flower sprigs and a gilt scrollwork border, 25.3cm diam., crossed swords mark in underglaze-blue, impressed 16 (flaking to edge of rim and minor wear)

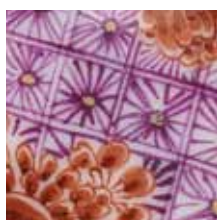
£1,000 - 1,500

€1,200 - 1,800





Meissen after Asian examples



20

An extremely rare Meissen octagonal teabowl and saucer, circa 1730

Each painted in the Kakiemon style with scattered flower-heads and leaves around central mon of iron-red chrysanthemums reserved on a purple foliate pattern, caduceus marks in underglaze-blue, incised / inside footrims, incised Japanese Palace inventory numbers N=351-/ W (teabowl) and N=352-/ W (saucer) (2)

£6,000 - 8,000

€7,100 - 9,500

Provenance:

Royal Collections of Saxony, Japanese Palace, Dresden

The 1770 inventory of the Japanese Palace in Dresden records: '*Vier Stück detto [Caffée-Tassen], ohne Henckel, der Boden inwendig à la mosaïque gemahlt, 2 1/2. Zoll tief, 3. Zoll in Diam: und Drey darzu gehörige Schälgen, 1. Zoll tief, 5 1/2. Zoll in Diam: No. 351*' {four similar [coffee cups] without handles, the base inside painted à la mosaïque [...] and three matching saucers...} (quoted by Claus Boltz, *Japanisches Palais-Inventar 1770 und Turmzimmer-Inventar 1769*, in *Keramos* 153 (1996), p. 57). A similar teabowl, sold in these Rooms, 6 July 2010, lot 155, is now in the Bowes Museum, Castle Howard, inv. no. 2010.6/Cer, together with its matching saucer.





21

A rare Meissen Augustus Rex bottle vase, circa 1730

Painted in an extended Kakiemon palette with flowering branches of *indianische Blumen* with a bird perched on one branch, the neck with scattered blooms below a band of red foliage reserved with two blue and yellow flower heads, 19cm high, AR monogram in underglaze-blue, impressed Dreher's mark + within a circle

£60,000 - 80,000

€71,000 - 95,000

Provenance:

The Property of Albert Rofe, Esq., sold by Sotheby's London, 7 July 1959, lot 55

A similar vase in the David Collection, Copenhagen, is published by Erik Lassen, *Die Sammlung David Meissen Porzellan* (1985), no. 48.





22

A very rare Meissen beaker, circa 1725-30
After a Chinese example, moulded with three
bands of stylised lotus petals coloured in green,
purple and with gilt stripes, respectively, two
flowering branches of *indianische Blumen* and
insects below the rim, 7.9cm high, crossed
swords mark within two concentric lines in
underglaze-blue
£2,000 - 3,000
€2,400 - 3,600

A similar beaker with its cover in the
Porzellansammlung Dresden is illustrated by R.
Rückert/J. Willsberger, *Meissen Porzellan des
18. Jahrhunderts* (1977), pl. 46. That example
has the incised Japanese Palace inventory
number "N=156-/W"; the 1770 inventory
of the Japanese Palace lists six such covered
beakers, as well as (under no. 155) six slightly
larger examples (see Claus Boltz, *Japanisches
Palais-Inventar 1770 und Turmzimmer-Inventar
1769*, in *Keramos* 153 (1996), pp. 51-52).





23

A Meissen octagonal sugar box and cover, circa 1723-25

The box painted with sprays of *indianische Blumen* below a band of gilt strap- and scrollwork, gilt-edged rims, the cover with two small chinoiserie vignettes enclosed by a red diaper border reserved with flower panels and an iron-red line between gilt bands, 11cm long, crossed swords mark and .K.P.M. in underglaze-blue, gilt 44. to both (long crack in body, some wear to gilding)

£4,000 - 6,000

€4,800 - 7,100

Provenance:

J.P. Morgan Collection;

Michael Moseley Collection





24

A very rare Meissen teabowl and saucer, circa 1735-40

Painted after a Chinese original in iron-red and gilding, the saucer with flowers within concentric circles radiating further flowers and grass and a trellis band around the rim, the teabowl similarly decorated, crossed swords marks in underglaze-blue, incised / and impressed 2 and indistinct Dreher's mark inside footrim of saucer, impressed Dreher's mark for Gottfried Seydel to teabowl (2)

£3,000 - 5,000

€3,600 - 5,900

A similar teabowl and saucer decorated with this rare pattern is in the Arnhold Collection, New York (see M. Cassidy-Geiger, The Arnhold Collection of Meissen Porcelain 1710-50 (2008), no. 85).



25

A Meissen teapot and cover, circa 1725-30

Of squat globular form applied with a scroll handle and curved spout with bird's head picked out in purple and yellow, painted a spray of *indianische Blumen* on each side and scattered flowers, the foliate-moulded base of the spout edged in iron-red, the cover secured by a metal chain, 10.2cm high, crossed swords mark in purple enamel (small chip to cover, brown enamel to cover rim flaking) (2)

£5,000 - 7,000

€5,900 - 8,300

26

A Meissen coffee pot and cover, circa 1730

Of baluster form with an s-scroll handle, painted with *indianische Blumen* and scattered insects above an iron-red double-line border, the cover with similar flowers and purple border of flower heads on a trellis band, 19.5cm high, crossed swords mark in underglaze-blue (tiny rim chips) (2)

£3,000 - 5,000

€3,600 - 5,900







27

Three Meissen teacups and saucers, circa 1740-50

Moulded with fine fluting and painted in underglaze-blue with four panels of Oriental flowers, the centre of the cups with a flower in a circle, the handles with flowers, crossed swords marks and painters' marks in underglaze-blue, impressed numerals and letters (6)

£250 - 350

€300 - 420

28

A rare Meissen two-handled circular stand, circa 1725-30

Painted in underglaze-blue with a scene depicting a fisherman in a boat in a stylised river landscape within concentric circles, the side handles painted with a Ruyi head, the reverse with an iridescent *kapuzinerbraun* ground, 19.8cm across handles, crossed swords mark within concentric circles in underglaze-blue

£1,500 - 2,500

€1,800 - 3,000

29

A rare pair of Meissen beakers, circa 1730

The exteriors with a *kapuzinerbraun* ground, the interiors painted in underglaze-blue with three flower sprigs below a scale border to the rim, 8.2cm high, crossed swords marks within concentric circles and painter's marks in underglaze-blue, incised II inside footrims (2)

£2,000 - 3,000

€2,400 - 3,600







Illustration from the auction catalogue: Paul Graupe, Berlin, 27 May 1935, lot 467

30

A very rare Meissen yellow-ground Augustus Rex vase,
circa 1730-35

The squat baluster body with a flared neck, reserved with brown-edged shaped quatrelobe panels, probably painted by Adam Friedrich von Löwenfinck after engravings by Petrus Schenk, depicting chinoiserie figures and animals in landscape settings, gilt-edged rims, 45.6cm high, A.R. monogram in underglaze-blue (fine short haircrack)

£80,000 - 120,000

€95,000 - 140,000

Provenance:

Sammlung M., Cologne, sold by Paul Graupe, Berlin, 27 May 1935, lot 467 (one of a pair);

Georg Tillmann Collection, Hamburg and Amsterdam (according to den Blaauwen, see Literature);

Anon. sale, Weinmüller, Munich, 14 June 1961, lot 129;

Anon. sale, Sotheby's London, 10 April 1962, lot 159

Literature:

A.L. den Blaauwen, *Meissen Porcelain in the Rijksmuseum* (2000), p. 229

The chinoiserie figures on this vase are based in part on prints by Petrus Schenk Jnr. (before 1698-1775), including plates 8, 10 & 14 from his series '*Nieuwe geinventeerde Sineesen...*', which comprised two sets of twelve prints and was published by the 1720s (illustrated by A.L. den Blaauwen, *Keramik mit Chinoiserien nach Stichen von Petrus Schenk Jun.*, in *Keramos* 31 (1966), pp.3-18). Apart from the pair to the present lot sold in 1935, a third, similarly decorated vase - possibly part of the same garniture - was in the possession of the Lucerne dealer, Otto Büel, in 1954 (published in *Mitteilungsblatt der Keramikfreunde der Schweiz* 27 (1954), pl. IV, ill. 8), and subsequently in the collection of Dr. Marcel Nyffeler (sold by Christie's London, 9 June 1986, lot 175).

Apart from the yellow-ground examples mentioned above, only a handful of further examples of this rare large form are recorded: a pair in the Rijksmuseum with Kakiemon-style decoration; a single example with yellow ground, reserved with panels depicting a scene after Schenk and birds with *indianische Blumen*; two vases with a purple ground in the Wadsworth Atheneum; and a pair with tomato-red ground (see Literature).





31

A Meissen teabowl and saucer, circa 1736-39

Painted in the manner of J.E. Stadler with chinoiserie scenes depicting a standing figure holding a fan, flanked by fences and flowering plants, the rims with trellis bands reserved with flower heads and panels with flowers, crossed swords marks in underglaze-blue, impressed Dreher's marks for Johann Gottlob Pietzsch and Johann Gottfried Fehrmann (2)

£1,500 - 2,000

€1,800 - 2,400

32

Two Meissen double-handled beakers from the Saxon Royal Court Pantry, circa 1730-35

Each painted in iron-red and gilding with the 'Red Dragon' pattern of dragons and auspicious symbols, the ear-shaped handles embellished in gilding, 6.6cm high, K.H.C. marks in purple, one with crossed swords mark in blue (2)

£1,500 - 2,000

€1,800 - 2,400

A similar two-handled beaker with the K.H.C. mark is in the Kunstgewerbemuseum, Berlin, published by S. Bursche, Meissen Steinzeug und Porzellan (1980), no. 185.

33

A Meissen cylindrical jar and cover, 19th century

Painted in iron-red and gilding with the 'Red Dragon' pattern of two dragons on the jar and two phoenixes on the cover, gilt-edged rims, 15.8cm high, crossed swords mark in blue enamel, spurious K.H.C.W. in black (2)

£2,000 - 3,000

€2,400 - 3,600





Chinoiserie







34

A Meissen teapot and cover, circa 1725

Of squat globular form with a grotesque mask at the base of the curved spout, painted on each side with a chinoiserie scene within a gilt scrollwork cartouche filled with Böttger lustre and edged with iron-red foliate scrolls and trellis panels, the spout and handle painted with *indianische Blumen* and flanked by insects, gilt scrollwork border below the rim, gilt-edged rims, the cover with flowering plants and a fence between gilt borders, 11.3cm high, K.P.M. and crossed swords mark in underglaze-blue, gilt C. to both (some wear and minor damage, rim of cover restored) (2)

£7,000 - 9,000

€8,300 - 11,000

Provenance:

Reynders Collection, Amsterdam





35

A Meissen teabowl and saucer, circa 1735

The teabowl painted with a continuous chinoiserie scene depicting two groups of figures flanked by flowers and plants, the saucer with a similar scene within iron-red circles, a flower sprig to the centre of the teabowl and three to reverse of saucer, gilt scroll- and strapwork borders inside rims, crossed swords marks in underglaze-blue, gilt 29. to both, impressed Dreher's marks (very minor wear) (2)

£2,000 - 3,000

€2,400 - 3,600



36

A Meissen teabowl and saucer, circa 1740

Each painted with amusing chinoiserie scenes and iron-red concentric circles, scattered flowers to the rims of the saucer and inside of teabowl, gilt-edged rims, crossed swords marks in underglaze-blue, impressed Dreher's marks for Christian Meynert (saucer) and Gottfried Seydel (teabowl), the teabowl also impressed 4 (small rim chip to teabowl) (2)

£1,500 - 2,000

€1,800 - 2,400



37

A Meissen chocolate pot and cover, circa 1735

The pear-shaped body with a gilt-ground spout reserved with moulded scrolls, painted with a continuous chinoiserie scene depicting figures engaged in various amusing pursuits, gilt foliate scrollwork border to rim, the side handle embellished in gilding and moulded with scrolls at the top, the cover with two similar vignettes within iron-red circles, gilt-edged rim and pinecone finial, *11cm high*, crossed swords mark in underglaze-blue, gilt C. to both (finial restuck) (2)

£4,000 - 6,000

€4,800 - 7,100

Provenance:

The Reverend the Rt. Hon. Lord Byron (Frederick Byron, 10th Baron Byron 1861-1949), Thrumpton Hall, Nottinghamshire



38

A Meissen slop bowl, circa 1726-28

Each side painted with a chinoiserie scene within a quatrelobe gilt scrollwork cartouche embellished with iron-red and purple foliate scrollwork, the interior with a similar chinoiserie cartouche, the sides with flowering branches of *indianische Blumen*, gilt scrollwork border to the rim, 17.5cm diam., gilt K. inside footrim (some flaking to gilding)

£6,000 - 8,000

€7,100 - 9,500

Provenance:

The Reverend the Rt. Hon. Lord Byron (Frederick Byron, 10th Baron Byron 1861-1949), Thrumpton Hall, Nottinghamshire





39

A pair of Meissen two-handled beakers,
circa 1730

The lower half of each with moulded fluted in
green and gilding, painted with a continuous
chinoiserie scene, formal gilt borders inside the
rims, the ear-shaped handles embellished in
gilding, one mounted with a silver-gilt footrim,
incised / inside one footrim (one restored) (2)

£2,500 - 3,500

€3,000 - 4,200

40

A Meissen two-handled beaker and saucer,
circa 1726-30

The lower half of the cup and the underside
of the saucer moulded with fluting coloured
in green and gold, the beaker painted with a
continuous chinoiserie scene, the saucer with
a chinoiserie scene within a gilt scrollwork
cartouche filled with Böttger lustre and
embellished with foliate scrollwork in shades
of iron-red, formal gilt c-scroll borders to the
rims (2)

£6,000 - 8,000

€7,100 - 9,500

A similar two-handled beaker and saucer was
in the collection of Friedrich Girtanner, Zürich,
sold by Rudolph Lepke's Kunst-Auktions-Haus,
9-10 December 1926, lot 86.



An extremely rare Meissen armorial sugar caster and cover from the Sulkowski Service, circa 1735-38

Of octagonal baluster form on a flared foot with a tall pierced, domed cover with a screw thread, painted with the arms of Sulkowski and Jettingen four times and scattered flower sprigs and banded hedges in Kakiemon style, the rims with moulded borders, including a foliate border around the foot, between gilt bands, the pierced cover moulded with recessed foliate scrollwork, surmounted painted flower sprigs below a flower finial, 23cm high, crossed swords mark in underglaze-blue, chip to inside screw thread (2)

£8,000 - 12,000

€9,500 - 14,000

Provenance:

The Property of a Lady of Title, sold by Sotheby's London, 23 May 1967, lot 35

The Sulkowski Service was the Meissen manufactory's first magnificent and large, privately commissioned armorial service to have been designed to order, preceding the more famous Swan Service by several years, and was the first that was not intended for the Elector/King.

Alexander Joseph Graf von Sulkowski (1695-1762) was born into a prominent Polish noble family and entered royal service as a page at the Warsaw court. From 1711, he was raised in the household of the Electoral Prince Friedrich Augustus, the heir of Augustus the Strong, of whom he became a close friend. He accompanied the Prince as Master of the Horse on his travels for seven years from 1712, including his tours of Italy, France and Catholic German states, and subsequently became the head of the Prince's household. He became a Gentleman of the Bedchamber in 1726, was raised to a (Polish) count in 1732, and, following the accession of Friedrich Augustus in 1733, was made Privy Councillor, Minister of State, Cabinet Minister and an Imperial Count. Sulkowski was the first Pole to achieve such a position of power: he was in charge of most Court offices, and was responsible not only for the Green Vaults, which held the treasures of the Wettin dynasty, but was also in charge of the porcelain deliveries to the Japanese Palace. Sulkowski also was the recipient of numerous gifts and orders from both Augustus the Strong and his successor, Friedrich Augustus, including Schloß Übigau and the Flemmingsche Palais in Dresden, as well as the Polish Order of the White Eagle and the Order of St. Heinrich. Even Heinrich Graf von Brühl, Sulkowski's better-known successor and the recipient of the famous Swan Service, was subordinate to Sulkowski until the latter's fall from grace in February 1738.

The long-held supposition that Brühl saw Sulkowski as a rival and engineered his downfall has recently been questioned by Dr. Rainer Rückert, who has suggested that the cause of the Elector and King's displeasure with Sulkowski, was probably that he used the Meissen manufactory for his own benefit without informing the manufactory commission or the King. Not only did he order a porcelain armorial service to be made for himself of princely magnificence but he even had it delivered to the King's own porcelain palace, the Japanese Palace (R. Rückert, *Biographische Daten der Meißener Manufakturisten des 18. Jahrhunderts*, pp.267-269).

Sulkowski married (firstly) in 1728 a Lady in Waiting of the Electoral Princess, Maria Anna Franziska Catharina Freifrau von Stein zu Jettingen (1712-41), whose arms appear on the service together with those of her husband. The first explicit mention of the service in Kaendler's work notes (*Arbeitsberichte*) appears to be the large sugar box and cover "belonging to the order of His Excellency the Count Von Solkofsky (sic)" in September 1735. The manufactory inspector reported in May 1736 that although Kaendler, as well as the best Formers and Cleaners had worked on the service for a year and a half, it was not going to be possible to finish everything as Count Brühl had ordered a new service of "entirely new design" and the store rooms urgently needed

tablewares, small animals, figures and birds for sale (quoted by Ingelore Menzhausen, *In Porzellan verzaubert*, p.189 - see facing page for the tureen from the service in the Pauls Collection, Basel).

Production of the service seems to have continued until Sulkowski's fall, and there may even have been later deliveries (a dish in the Schneider Collection has an impressed numeral which would seem to date it after Sulkowski's dismissal; published by Rückert 1966, no.490). A list of the pieces delivered to the Japanese Palace, dated 8th February 1738 - three days after Sulkowski's dismissal - and signed by J.G. Höroldt himself was published by Hilde Rakebrandt, *Meissener Tafelgeschirre des 18. Jahrhunderts*, 1958, pp.14-15, including "1. *Epargnie od. Sartout*". An order of 29th July 1737 includes "1. *Stück Obertheil zur Epargnie*".

Larger forms of the service including the present lot seem to have been based, at least in part, on silver examples in the Dresden Residence: according to Fritz Fichtner (*Meißner Porzellan für Polen und Rußland* (Berlin, 1941), p.15), Sulkowski himself specified that the large tureens be copies of a silver tureen by the Augsburg goldsmith Johann Miller (or Biller, according to Rückert and Schnyder von Wartensee). The basket-moulded borders, now known as "Sulkowsky-Ozier", seem to have been used from around 1732.

Sulkowski was permitted by the King to retain his titles and property, and four months after his fall he purchased the estates in Poland of the exiled Stanislaus Leszczinski. Friedrich Augustus even sought the advancement of his childhood friend with the Emperor in Vienna. In 1752, Sulkowski purchased the Silesian principality of Teschen and was raised to the rank of Prince of the Holy Roman Empire. In 1754 he was created Duke zu Bielitz and created Principal Master of the Hunt and Master of the Ordinance in the Grand Duchy of Lithuania. The Sulkowski Service was the subject of one of the very earliest scholarly monographs on Meissen porcelain, when it was published by Julius Lessing in 1888 ("Das Porzellangeschirr Sulkowski", in *Kunstgewerbeblatt*, vol.4, pp.43-8). Much of the service was apparently sold shortly afterwards, though a substantial portion was preserved in the family home until it was sold by Sotheby's London ("The Property of a Lady of Title") on 23rd May 1967, lots 29-50. Another sugar caster from the service is in the Museo Nazionale della Ceramica Duca di Martina, Villa Floridiana, Naples, inv. nr. 2509 (published by U. Pietsch/C. Vanz, *Triumph der blauen Schwerter* (2010), no. 248).





42

A Meissen teabowl and saucer, late 1720s
Each painted with chinoiserie scenes within gilt scrollwork cartouches filled with Böttger lustre and embellished with purple, iron-red and yellow foliate scrolls and swags incorporating tiny chinoiserie figures at the sides, the inside of the saucer with a sprig of *indianische Blumen* within iron-red concentric circles, gilt strapwork borders to the rims, crossed swords marks in underglaze-blue, gilt numeral 30. to both (worn), incised / inside footrims (some wear to gilding) (2)
£1,500 - 2,000
€1,800 - 2,400



43

A Meissen teacup and saucer, second half 18th century
Each with a fluted band moulded around the footrim with alternating gilt and lustre stripes, the saucer painted with a chinoiserie scene within a gilt scrollwork cartouche embellished with purple foliate scrollwork, the cup with a continuous chinoiserie scene and another within iron-red concentric circles inside, gilt borders of trellis panels and scrollwork to the rims, the tau handle gilt, crossed swords marks in underglaze-blue, gilt 45. to both (rim of saucer restored and with haircrack) (2)
£1,000 - 1,500
€1,200 - 1,800

A similar teacup and saucer from the same service is published by P. Brattig et al., Meissen Barockes Porzellan (2010), no. 164.





44

A Meissen silver-gilt-mounted cylindrical tankard, circa 1730

Painted with a chinoiserie scene depicting a group of figures around a table with a hare in the foreground and ships in a harbour in the distance, within a gilt scrollwork cartouche filled with Böttger lustre and edged with purple and iron-red foliate scrollwork and tiny chinoiserie figures at the sides, flanked by large flowering branches of *indianische Blumen*, with similar flowers to the handle, a gilt scrollwork border to the rim, the silver-gilt cover with a shell thumbpiece, by Peter Mouritts, Amsterdam, 1749, 19.5cm high, (haircrack to handle)

£15,000 - 20,000

€18,000 - 24,000

Provenance:

Anon. sale, Sotheby's London, 12 May 1959, lot 112





45

A very rare Meissen tea and coffee service, circa 1726-28

Painted with unusual chinoiserie harbour scenes depicting figures in harbour and estuary settings, each within a shaped gilt scrollwork cartouche filled with Böttger lustre and embellished with iron-red and purple scrollwork and miniature chinoiserie figures, flanked by sprigs of *indianische Blumen*, the covers and sugar bowls with continuous scenes, the interior of the slop bowl with a similar scene in a cartouche, the sugar bowl cover with a gilt rabbit finial, the interiors of the teabowls with a sprig of *indianische Blumen* within concentric iron-red circles, gilt scroll- and strapwork borders, comprising:

a coffee pot and cover;
a KPM teapot and cover;
an oval sugar bowl and cover;
an octagonal tea canister and cover;
a slop bowl;
six teabowls and saucers, the coffee pot and cover: 20.5cm high; the teapot and cover: 11.5cm high crossed swords marks (and K.P.M. on the teapot) in underglaze-blue, gilt numeral 49. to all pieces, incised /, incised double circles to teabowls (one saucer cracked) (21)
£60,000 - 80,000
€71,000 - 95,000



Provenance:

By family tradition a gift from Augustus the Strong to Sir William Strickland, Fourth Baronet (c.1686-1735), Secretary at War to King George II;
Thence by descent to Mrs A.L. Strickland, by whom sold at Sotheby's London, 28 November 1967, lot 135







46

A rare Meissen purple-ground spirit barrel and figural stopper, circa 1740-45

Moulded with gilt-edged hoops, each end painted with an elaborate chinoiserie harbour scene and green-edged rim, one with a small aperture for a tap, the purple-ground reserved with quatrelobe panels with similar scenes, two polychrome scenes each side of the aperture edged with gilt scrollwork, four panels with iron-red and two with black monochrome scenes, the stopper with a bacchic youth draped in fruiting vines, together with a gilt-metal stand, 15.5cm long (restoration to stopper) (2)

£6,000 - 8,000

€7,100 - 9,500

The model for this spirit barrel was created by J.J. Kaendler after August 1738, and the figural stopper in April 1739, when it is mentioned in Kaendler's work notes. A similar model with yellow ground together with its stand painted with the arms of Count Brühl is illustrated in U. Pietsch/C. Banz, *Triumph der blauen Schwerter* (2010), no. 172. The inventory of Count Brühl's pantry lists '3 Grosse Fässer mit 1 Bacchus' and '2 kleinere dergl.' [3 large barrels with 1 Bacchus and 2 smaller similar].





European Landscape Scenes



47

A Meissen purple-ground coffee cup and saucer, mid 18th century
Each painted with landscape scenes with figures, on the cup reserved within gilt-edged panels and within iron-red concentric circles on the saucer, gilt foliate scrollwork borders to the rims, the ear-shaped handle embellished in gilding, crossed swords marks in underglaze-blue, gilt numeral 66. to both, impressed numerals (2)

£2,000 - 3,000

€2,400 - 3,600



48

A Meissen octagonal green-ground cup and saucer, circa 1740
Painted with European landscape scenes within shaped quatrelobe panels, reserved against the burnished gilt ground on the saucer and within gilt frames on the cup, the cup interior with a burnished gilt ground, the gilt-edged handle embellished in iron-red, crossed swords marks in underglaze-blue, incised // inside footrims (2)

£2,500 - 3,000

€3,000 - 3,600

Two similar cups and saucers, probably from the same service, were in the collection of Baronne Alix de Rothschild, sold by Christie's London, 28 June 1976, lot 198.



49

A Meissen yellow-ground slop bowl, circa 1740

Each side reserved with a brown-edged, shaped quatrelobe panel painted with a *Kauffahrtei* scene depicting merchants and their wares by a quayside and an estuary, the inside with a similar scene in purple monochrome within concentric circles, gilt-edged rim, 16.4cm diam.; 7.6cm high, crossed swords mark in underglaze-blue, impressed Dreher's mark oo and 3 inside footrim

£3,500 - 4,000

€4,200 - 4,800

50

A Meissen teabowl and saucer, circa 1740-50

The teabowl painted with a continuous *Kauffahrtei* scene depicting merchants and their wares by a quayside and a landscape scene within concentric iron-red circles to the inside, the saucer with a similar scene, gilt foliate scrollwork borders to rims, crossed swords marks in underglaze-blue, gilt numeral 55. to both, impressed numerals (2)

£1,500 - 2,000

€1,800 - 2,400





51

A Meissen green-ground bowl and cover, circa 1740

Each reserved with a quatrefoil panel painted with figures in landscape and harbour scenes within a border of gilt foliate scrollwork, the top of the cover with a sprig of *indianische Blumen*, gilt-edged rims, 10.5cm diam., crossed swords mark in underglaze-blue, (two small rim chips to bowl, patches of discolouration to cover) (2)

£4,000 - 6,000

€4,800 - 7,100

Provenance:

The Property of a Lady of Title, sold by Sotheby's London, 23 May 1967, lot 22



52

A Meissen teabowl and saucer, circa 1740

Each painted with figures in landscape and estuary scenes, within an elaborate brown-edged gilt foliate scrollwork cartouche, the teabowl with an estuary scene within iron-red concentric circles on the inside, broad gilt foliate scrollwork borders to the rims, crossed swords marks in underglaze-blue, impressed numerals (2)

£1,200 - 1,800

€1,400 - 2,100



53

A Meissen coffee cup and saucer, circa 1740-45

The bell-shaped cup with an ornate gilt tau handle, painted with a continuous *Kauffahrtei* scene depicting merchants and their wares by a harbour, the saucer with a similar scene within iron-red concentric circles, gilt strap- and scrollwork borders to the rims, crossed swords marks in underglaze-blue, B. in iron-red to saucer and gilt mark to cup, impressed numeral to saucer and incised // inside footrim of cup (minor flaking) (2)

£1,500 - 2,000

€1,800 - 2,400



54

A Meissen cream pot and cover, circa 1740

Each side painted with a harbour or estuary scene within a gilt scrollwork cartouche embellished with iron-red and purple foliate scrolls, and sprigs of *indianische Blumen* around the handle and spout, the scroll-moulded spout gilt and the handle with a gilt stripe, raised on three paw feet, the cover similarly decorated, with a gilt pinecone finial, 13cm high, crossed swords mark in underglaze-blue, gilt 2. to both (minor flaking to gilding) (2)

£3,000 - 5,000

€3,600 - 5,900



55

A Meissen rectangular tea canister and a matched cover, circa 1745

Arched rectangular form, painted on each side with a shaped, brown-edged gilt cartouche enclosing a *Kauffahrtei* scene depicting merchants and their wares by a quayside, in the manner of C.F. Herold, and scattered flowers, the sides with similar scenes below a gilt scrollwork border, the shoulder with flowers, the matched cover with two similar vignettes within iron-red concentric circles, gilt pinecone finial, 12.5cm high, faint crossed swords mark in blue and gilt numeral 87. to canister (2)

£1,500 - 2,000

€1,800 - 2,400



56

A Meissen yellow-ground teabowl and saucer, circa 1740

The saucer painted with a harbour scene with a sailing ship within an elaborate, brown-edged gilt quatrelobe cartouche, the saucer reserved with a similar scene on one side and a landscape scene with figures on the reverse, within brown and gilt frames, gilt foliate scrollwork borders to the rims, the teabowl with a landscape scene with figures within iron-red circles to the inside, crossed swords marks in underglaze-blue, gilt B. to both, impressed numerals (some wear to rims) (2)

£2,000 - 3,000

€2,400 - 3,600

57

A Meissen milk jug and cover, circa 1740

The pear-shaped body with a wishbone handle with shell thumbpiece, painted in purple monochrome with a continuous landscape scene depicting figures and buildings in an extensive river landscape, the cover with two similar vignettes, iron-red double line borders, the lobed handle embellished in gilding and the rim with a delicate scrollwork border, the handle embellished in gilding and purple, 14.8cm high, crossed swords mark in underglaze-blue, gilt numeral 10. to both (very minor wear) (2)

£1,500 - 2,000

€1,800 - 2,400

Provenance:

E. Frost Collection





Later Meissen Porcelain



58

A Meissen 'Months of the Year' mug, circa 1745

Painted with a winter scene depicting a horse-drawn sled and distant skaters in a frozen landscape, titled '*Januarius*' in iron-red, enclosed by a brown-edged gilt foliate scrollwork flanked by vignettes depicting Callot dwarves, ice-skating and sitting by a fire, the handle with a band of purple strapwork, the rim with a gilt border of trellis panels enclosed by foliate scrollwork, 7.7cm high, faint crossed swords mark in blue, impressed 24

£6,000 - 8,000

€7,100 - 9,500

Only two other examples of the 'January' mug are recorded: in the Rijksmuseum and in the Museum für Kunst und Gewerbe, Hamburg (the former is illustrated by A.L. den Blaauwen, Meissen Porcelain in the Rijksmuseum (2000), no. 231, along with the other eleven months of the set. This form of small mug was called a "*Wermuthkrügel*" (vermouth mug) in the orders for the Swan Service.





59

A Meissen small teabowl and saucer, circa 1745

Painted with landscape vignettes depicting Watteauesque figures, the reverse of the saucer and interior of the teabowl with scattered cut flowers and insects, gilt scrollwork border to rims, *the saucer: 10.5cm diam.*, crossed swords marks in underglaze-blue, gilt numeral 10. to both (2)

£1,500 - 2,000

€1,800 - 2,400



60

A rare Meissen chocolate cup and saucer, circa 1760

Of quatrelobe form, each decorated with blue marbled panels heightened in gilding alternating with landscape scene depicting Watteauesque figures, divided by gilt scale-ground borders and bands of scrolling foliage around the rims, crossed swords marks in underglaze-blue, gilt numeral 64. to both (minor rubbing to gilding)

£2,500 - 3,500

€3,000 - 4,200



61

A pair of Meissen teacups and saucers, circa 1765

Each moulded with the *Dulong* pattern of gilt-edged scrollwork cartouches, painted with landscape scenes on the cups and landscape scenes and flower sprigs on the saucers, gilt-edged rims, the scroll handles embellished in gilding, crossed swords marks in underglaze-blue (one saucer with dot between crossed swords), impressed numerals (minor flaking to gilding) (4)

£800 - 1,200

€950 - 1,400

Provenance:

The Brainge, Putley nr. Ledbury, Herefordshire

62

A pair of Meissen teabowls and saucers, circa 1745-50

Each painted with naturalistic scattered flowers (*deutsche Blumen*), brown-edged rims crossed swords marks in underglaze-blue (except on one saucer), impressed numerals (4)

£600 - 800

€710 - 950

63

A rare Meissen ewer and basin, circa 1745

Both moulded with a basketwork ground, the helmet-shaped ewer with a scroll handle and shell-shaped base on a flared foot, reserved with quatrelobe panels edged in gilding and brown and painted with elegant figures in landscape scenes, *the ewer: 20.6cm high; the basin: 29cm long*, crossed swords marks in underglaze-blue, impressed numeral to ewer (haircrack with some old restoration to basin) (2)

£3,000 - 5,000

€3,600 - 5,900

Provenance:

Lady Ludlow Collection, Bath House, Piccadilly, London, sold by Christie's London, 25

November 1946, lot 19;

T.M. Bland Collection, Rookwood, Copdock, Suffolk, sold by Christie's London, 26 April 1950, lot 2

A similar ewer and basin was in the Baron von Born Collection, Budapest, sold by Rudolph Lepke's Kunst-Auctions-Haus, Berlin, 4 December 1929, lot 166.







64



65



66



67



68



69



70

64

A pair of Meissen teacups and saucers, mid 18th century

Each painted in underglaze-blue, enamels and gilding with the '*Tischchen*' pattern of flowering plants issuing from a table flanked by a fence, iron-red foliate bands reserved with gilt flower heads to the rims, crossed swords and painters' marks in underglaze-blue, impressed numerals (minor wear to saucers, one cup with small rim chip) (2)

£500 - 700

€600 - 830

65

A Meissen teapot and cover, circa 1735

The bullet-shaped body with a wishbone handle and curved, faceted spout, painted in underglaze-blue, enamels and gilding with the '*Tischchen*' pattern of a table flanked by a fence and flowering plants, the cover similarly decorated, the handle and spout with flowers, the rim with a purple and red foliate and scale-ground band, *9.5cm high*, crossed swords mark and # in underglaze-blue, (minor restoration) (2)

£400 - 600

€480 - 710

66

A Meissen slop bowl, circa 1740

Painted in underglaze-blue, enamels and gilding with the '*Tischchen*' pattern of a table flanked by fences and flowers and a flower vase on the reverse, the inside rim with an iron-red foliate border with gilt chrysanthemum heads, the inside with a flower sprig, *15.9cm diam.*, crossed swords mark and painter's mark 4 (?) in underglaze-blue, impressed 1

£500 - 800

€600 - 950

67

A Meissen milk jug, circa 1740-50

Painted in underglaze-blue, enamels and gilding with the '*Tischchen*' pattern of a flowering plants issuing from a table flanked by a fence, flower sprigs to the spout and handle and an iron-red foliate band with gilt flowers to the rim, *12.7cm high*, crossed swords mark in underglaze-blue, impressed 3 (cover lacking)

£300 - 500

€360 - 600

68

A Meissen sugar bowl and cover, circa 1735

Painted in underglaze-blue, enamels and gilding with the '*Tischchen*' pattern of a table flanked by a fence and flowering plants, *8cm high*, crossed swords mark in underglaze-blue, impressed Dreher's mark (2)

£800 - 1,200

€950 - 1,400

69

A Meissen beaker and saucer, a teacup and saucer and a teabowl and a matched saucer, second half 18th century

Each painted in underglaze-blue, enamels and gilding with the '*Tischchen*' pattern of flowers issuing from a table flanked by a fence, various foliate and floral borders to the rims crossed swords and painters' marks in underglaze-blue, impressed numerals (some wear) together with two Meissen cups and saucers, circa 1920-30, in two sizes, similarly decorated with shaped, gilt-edged rims, crossed swords marks in underglaze-blue, painters' marks, impressed numerals (10)

£300 - 500

€360 - 600

Provenance:

Erich Altgraf zu Salm-Reifferscheidt-Raitz, Vienna (the beaker and saucer)

70

A Meissen beaker and saucer, circa 1740

Each painted in underglaze-blue, enamels and gilding with the '*Tischchen*' pattern of flowering branches issuing from a table flanked by a fence, the rims with bands of iron-red meandering foliage and gilt flower heads, crossed swords and painters' marks in underglaze-blue, impressed numerals (2)

£600 - 800

€710 - 950

Provenance:

Erich Altgraf zu Salm-Reifferscheidt-Raitz, Vienna

71

A Meissen circular dish, circa 1750

Moulded with a gilt-edged basketwork border and painted with a loose flower spray and scattered blooms, *21.8cm diam.*, crossed swords mark in underglaze-blue, impressed 20, **together with a Meissen plate**, circa 1770, painted with a flower spray and three flowers around the gilt-edged rim, *23.8cm diam.*, crossed swords mark and dot in underglaze-blue, impressed 13 (2)

£300 - 500

€360 - 600

72

A gilt-metal-mounted snuff box, perhaps Samson, late 19th/early 20th century

Of comma shape, painted in Meissen style with chinoiserie scenes gilt scrollwork cartouches filled in purple and edged with iron-red foliate scrolls, the inside cover with a similar scene, the inside gilt, *6.7cm across*

£300 - 400

€360 - 480



71



72



73



74



75 (part lot)



75 (part lot)

73

A Meissen part tea service, circa 1770

Each piece moulded with ribbing and painted in purple embellished in gilding with *indianische Blumen* issuing from banded hedges, the rims with honeycomb floral borders, comprising:

- a teapot and cover;
 - a sugar bowl and cover;
 - a tea canister (lacking lid);
 - a shaped dish;
 - five cups and saucers;
 - three tea bowls and one saucer;
 - a cover, the teapot and cover: 10.5cm high, crossed swords and dot marks in underglaze-blue, impressed numerals (minor damage, spout of teapot reduced) together with three Meissen saucers, circa 1780, similarly decorated with flowers issuing from stylised rockwork, crossed swords marks and asterisk in underglaze-blue, impressed numerals (24)
- £1,200 - 1,500
€1,400 - 1,800

74

A group of Meissen tablewares, late 18th century

Painted in purple, comprising: a milk jug and two cups and saucers, with *indianische Blumen* and scrollwork borders; two teacups and saucers, with naturalistic flower sprays and brown and gilt-edged rims, respectively; four teacups and saucers, painted with trailing flowers, puce-edged rims, crossed swords mark with dot and asterisks in underglaze-blue, impressed numerals, various painters' marks (milk jug lacking cover, some damage and repairs) together with a Vienna teabowl, circa 1770, painted with purple flower sprigs, shield mark in underglaze-blue, impressed numeral, painter's numeral (18)

£500 - 700
€600 - 830

75

A Vienna cup and saucer from a Court Service, circa 1825

Decorated in gilding, the cup with the Imperial Crown below a gilt band, the saucer with a gilt band around the rim reserved with floral motifs, shield mark in underglaze blue on the cup and impressed on the saucer, impressed numerals including indistinct date codes, gilder's marks together with four Meissen teacups and one saucer, a Meissen teapot and cover and a tea canister, late 18th century, painted with floral decoration, the tea canister with landscape vignette of sheep below a formal gilt border; a Niderviller lobed oval dish, late 18th century, painted with a landscape vignette and scattered flowers; and a teacup and saucer, late 19th century, painted with flowers, crossed swords marks and asterisks in underglaze-blue, interlaced CC monograms (some wear, teapot spout chipped, tea canister lacking cover) (13)

£700 - 900
€830 - 1,100

76

A collection of reference books on European Porcelain

Sammlung des Freiherrn Adalbert von Lanna, Prag, Rudolph Lepke's Kunst-Auctions-Haus, Berlin, 9-16 November 1909 (2 vols); Sammlung von Pannwitz, Galerie Helbing, Munich, 24-25 October 1905; Folnesics, J., Die Wiener-Porzellan Sammlung Karl Mayer, Vienna (1914); Brongniart, Alexandre, Traité des arts céramiques ou des poteries (2 vols), Paris (1844); Antiquitäten aus dem Besitz der Firma M. Salomon, Dresden & Berlin, Rudolph Lepke's Kunst-Auctions-Haus, Berlin 5-7 November 1912; Die Sammlung Frau Emma Budge, Paul Graupe, Berlin, 27-29 September 1937; Sammlung Dr. Fritz Clemm, Berlin, Rudolph Lepke's Kunst-Auctions-Haus, Berlin, 3-5 December 1907; von Falke, Jacob, Die K.K. Wiener Porzellanfabrik, Vienna (1907); Europäisches Porzellan und Arbeiten der Kleinkunst (Sammlung Kommerzienrat Georg Spiegelberg et al.), Rudolph Lepke's Kunst-Auctions-Haus, Berlin, 4-5 December 1928; Sammlung Dr. Paul von Ostermann, Darmstadt-München, Cassirer & Helbing, Berlin, 30 October-2 November 1928; Catalogue of the Massey-Mainwaring Collection, Robinson & Fisher, London, 6 June 1904; Sammlung Siegfried Salz, Berlin, Cassirer & Helbing, Berlin, 26-27 March 1929 (2 copies); Sammlung Carl Jourdan, Frankfurt a.M., Rudolph Lepke's Kunst-Auctions-Haus, Berlin, 18-20 October 1910; Sammlung einer alten rheinischen Familie, Lemperts, Cologne, 3-5 May 1934; Sammlung J.E., Berlin, Cassirer & Helbing, Berlin, 5-6 December 1929; Sammlung Oswald Ranft, Frankfurt a.M., Galerie Helbing, Munich, 17-19 April 1913; Callots Neueingerichtetes Zwergenkabinett, Wilhelm Fraenger (pub), Eugen Rentsch Verlag 1922 (facsimile edition) (20)

£800 - 1,200
€950 - 1,400

End of Sale



76 (part lot)





The Marouf Collection: Part II

Highly important 18th century Meissen porcelain

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





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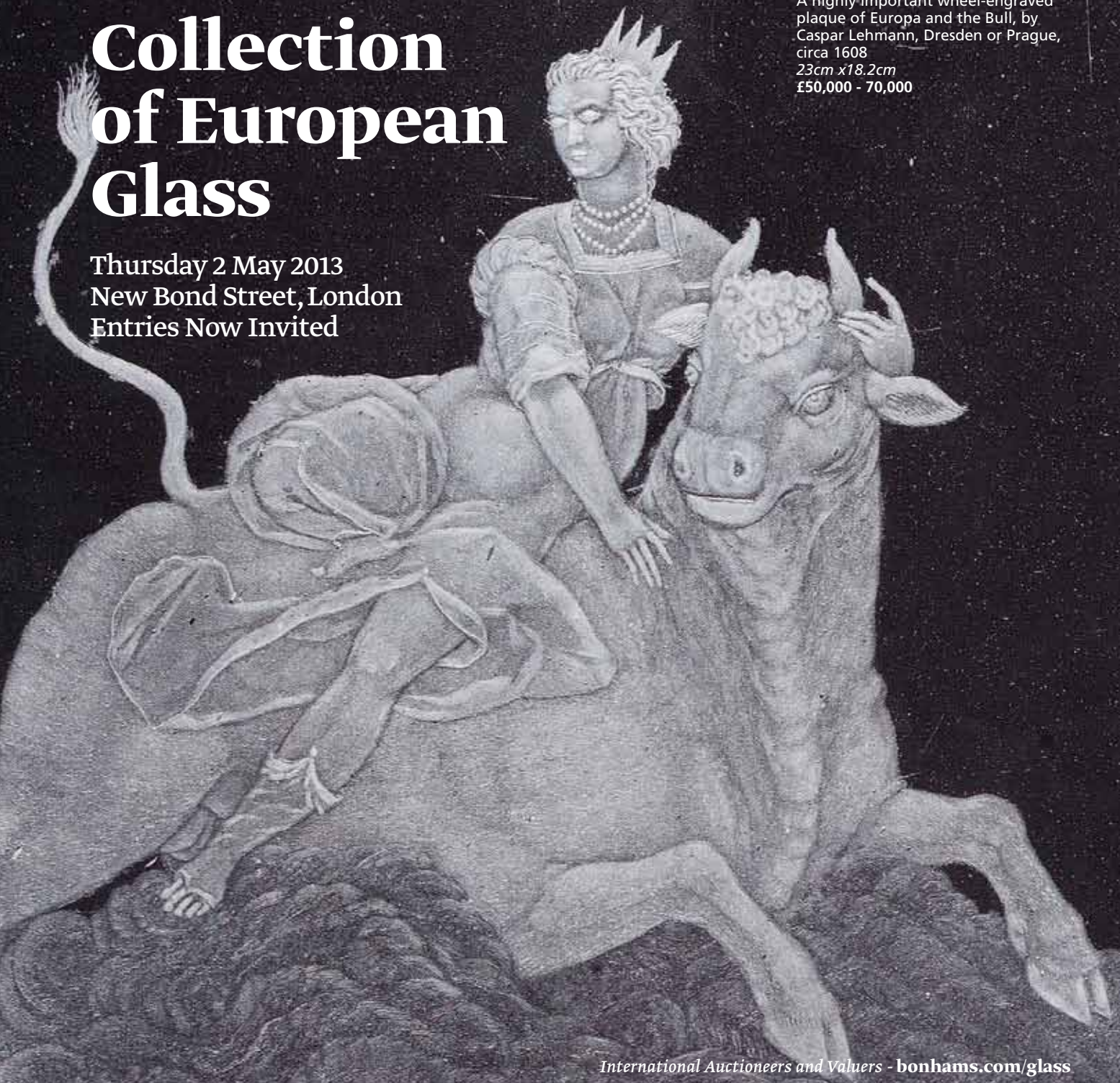
1793

The Mühleib Collection of European Glass

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A highly important wheel-engraved
plaque of Europa and the Bull, by
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£50,000 - 70,000



International Auctioneers and Valuers - bonhams.com/glass

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a *Lot*

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

Estimates

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

Condition Reports

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

The Seller’s responsibility to you

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

Bonhams’ responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not 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 *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer’s* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

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

Bidding in person

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

Bidding by telephone (only available on lots with a low estimate greater than £400)

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

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

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

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

8. VAT

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

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

- † *VAT* at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω *VAT* on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * *VAT* on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

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

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

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus *VAT* and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases;

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

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £5,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/about-us/museums-and-libraries/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5228. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an

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

15. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 10 of the *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. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of *Catalogue* Terms

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

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

21. PICTURES

Explanation of *Catalogue* Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8	FAILURE TO PAY FOR THE LOT		all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.		waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.	
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):	9	THE SELLER'S LIABILITY		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.
8.1.1	to terminate immediately the Contract for Sale of the Lot for your breach of contract;	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.			
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;	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.		10.4	Any notice or other communication to be given under the Contract for Sale must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, addressed c/o Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.3	to retain possession of the Lot;	9.3	Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer,			
8.1.4	to remove and store the Lot at your expense;	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;		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.
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;	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;		10.6	References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.3.3	in any circumstances where the 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.		10.7	The headings used in the Contract for Sale are for convenience only and will not affect its interpretation.
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;				10.8	In the Contract for Sale "including" means "including, without limitation".
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;				10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.9	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				10.10	Reference to a numbered paragraph is to a paragraph of the Contract for Sale.
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.	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.		10.11	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.
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.	10	MISCELLANEOUS		10.12	Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
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	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			

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
 - 3.1.1 the *Purchase Price* for the *Lot*;
 - 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, and
 - 3.1.3 if the *Lot* is marked [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and VAT and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

4 COLLECTION OF THE LOT

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

- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.
 - 4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.
 - 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
 - 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
 - 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
 - 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
 - 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.
- #### 5 STORING THE LOT
- We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders*, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the relevant section of the *Catalogue*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.

6	RESPONSIBILITY FOR THE LOT		
6.1	Only on the payment of the <i>Purchase Price</i> to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passed to you when it was knocked down to you.	7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
6.2	You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .		9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS		9.2.3 within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.
7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.
7.1.2	to retain possession of the <i>Lot</i> ;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9	FORGERIES
		9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
		9.2	Paragraph 9 applies only if:
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
		9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
		9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
		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 <i>Lot</i> , all rights and benefits under this paragraph will cease.
		9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
		10	OUR LIABILITY
		10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
		10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
		10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

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

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

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

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

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

11 MISCELLANEOUS

- 11.1 You may not assign either the benefit or burden of this agreement.
- 11.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 11.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

- 11.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 11.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 11.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 11.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 11.8 In this agreement "including" means "including, without limitation".
- 11.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 11.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 11.11 Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 11.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

12 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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

Bonhams Specialist Departments

19th Century Paintings

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

Matthew Bradbury
+44 20 7468 8295

Aboriginal Art

Greer Adams
+61 2 8412 2222

African and Oceanic Art

UK
Philip Keith
+44 2920 727 980
U.S.A
Fred Baklar
+1 323 436 5416

American Paintings

Alan Fausel
+1 212 644 9039

Antiquities

Madeleine Perridge
+44 20 7468 8226

Antique Arms & Armour

UK
David Williams
+44 20 7393 3807
U.S.A
Paul Carella
+1 415 503 3360

Art Collections, Estates & Valuations

Harvey Cammell
+44 (0) 207 468 8340

Art Nouveau & Decorative Art & Design

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Mark Oliver
+44 20 7393 3856
U.S.A
Frank Maraschiello
+1 212 644 9059

Australian Art

Litsa Veldekis
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Australian Colonial Furniture and Australiana

James Hendy
+61 2 8412 2222

Books, Maps & Manuscripts

UK
Matthew Haley
+44 20 7393 3817
U.S.A
Christina Geiger
+1 212 644 9094

British & European Glass

UK
Simon Cottle
+44 20 7468 8383
U.S.A.
Suzy Pai
+1 415 503 3343

British & European Porcelain & Pottery

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

Contemporary Art

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Jeremy Goldsmith
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California & American Paintings

Scot Levitt
+1 323 436 5425

Carpets

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Mark Dance
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U.S.A.
Hadji Rahimpour
+1 415 503 3392

Chinese & Asian Art

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Asaph Hyman
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U.S.A
Dessa Goddard
+1 415 503 3333
HONG KONG
Julian King
+852 2918 4321

Clocks

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

Coins & Medals

UK
John Millensted
+44 20 7393 3914
U.S.A
Paul Song
+1 323 436 5455

Contemporary Art & Modern Design

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

Costume & Textiles

Claire Browne
+44 1564 732969

Entertainment Memorabilia

UK
Stephanie Connell
+44 20 7393 3844
U.S.A
Catherine Williamson
+1 323 436 5442

Ethnographic Art

Jim Haas
+1 415 503 3294

Football Sporting Memorabilia

Dan Davies
+44 1244 353118

Furniture & Works of Art

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

Greek Art

Olympia Pappa
+44 20 7468 8314

Golf Sporting Memorabilia

Kevin Mcgimpsey
+44 1244 353123

Irish Art

Penny Day
+44 20 7468 8366

Impressionist & Modern Art

Deborah Allan
+44 20 7468 8276

Islamic & Indian Art

Alice Bailey
+44 20 7468 8268

Japanese Art

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Suzannah Yip
+44 20 7468 8368
U.S.A
Jeff Olson
+1 212 461 6516

Jewellery

UK
Jean Ghika
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U.S.A
Susan Abeles
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AUSTRALIA
Patti Sedgwick
+61 2 8412 2222

Marine Art

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

Mechanical Music

Laurence Fisher
+44 20 7393 3984

Modern, Contemporary & Latin American Art

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

Motor Cars

UK
Tim Schofield
+44 20 7468 5804
USA
Mark Osborne
+1 415 503 3353
EUROPE
Philip Kantor
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AUSTRALIA
Damien Duigan
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Automobilia
UK
Toby Wilson
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USA
Kurt Forry
+1 415 391 4000

Motorcycles

Ben Walker
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Automobilia
Adrian Pipiros
+44 8700 273621

Musical Instruments

Philip Scott
+44 20 7393 3855

Natural History

U.S.A
Claudia Florian
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Old Master Pictures

UK
Andrew McKenzie
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U.S.A
Mark Fisher
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Orientalist Art

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Photography

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Portrait Miniatures

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Prints

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Judith Eurich
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Russian Art

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Sophie Hamilton
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U.S.A
Yelena Harbick
+1 212 644 9136

Scientific Instruments

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Scottish Pictures

Chris Brickley
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Silver & Gold Boxes

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Michael Moorcroft
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U.S.A
Aileen Ward
+1 800 223 5463

South African Art

Giles Peppiatt
+44 20 7468 8355

Sporting Guns

Patrick Hawes
+44 20 7393 3815

Toys, Dolls & Chess

Leigh Gotch
+44 20 8963 2839

Travel Pictures

Veronique Scorer
+44 20 7393 3960

Urban Art

Gareth Williams
+44 20 7468 5879

Watches & Wristwatches

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Whisky

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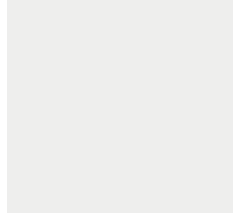
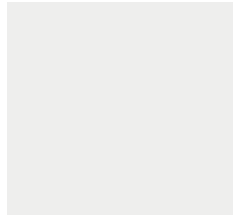
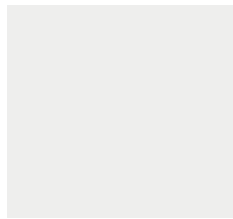
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