



## The Marouf Collection Part II

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













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New Bond Street, London

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Front cover: Lots 2 & 20  
Back cover: Lot 3

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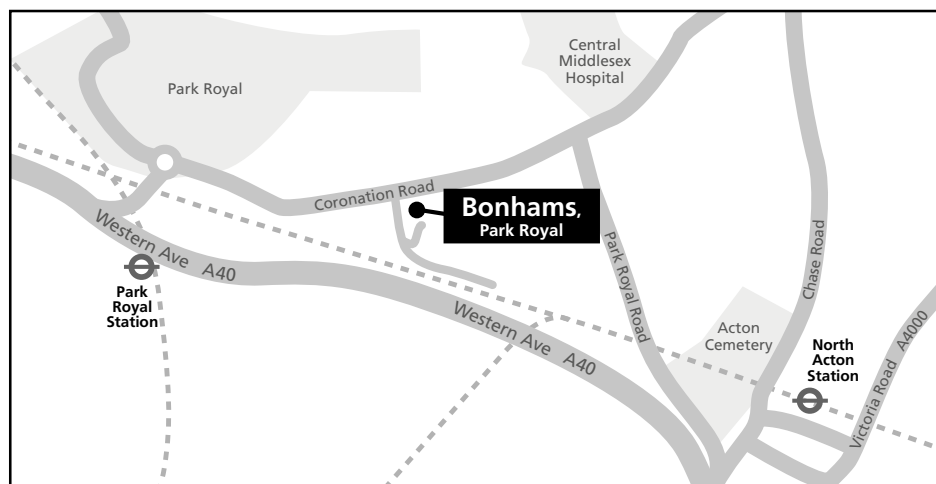
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1 \*

**A very rare silver-mounted Meissen Böttger stoneware tankard and cover, circa 1710-13**

With a strap handle, covered inside and out in a deep black glaze, the tankard wheel-cut through the glaze with a coat of arms, the cover similarly decorated with a spider in a web, enclosed by a foliate wreath, the silver mounts with marks for Dresden and Paulus Betecke (master 1692), 22cm high (the silver floral thumbpiece a later replacement)

£20,000 - 30,000

€23,000 - 35,000

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 2







2 \*

**An extremely rare Meissen hot water jug and cover, circa 1722-23**

Each side painted with a landscape vignette depicting figures from the *Commedia dell'arte*, flanked by flowers and trees and with a bird and insects overhead above an iron-red double-line border, the handle painted in iron-red with trailing flowers and the spout with foliate motifs, gilt-edged rims, the domed cover with flower sprigs between iron-red double-line borders and gilt rims, the two-tier finial gilt, 17cm high (2)

**Estimate on Request**

**Literature:**

H. Morley-Fletcher, *Meissen Porcelain in Colour* (1971), p. 25;  
 Ulrich Pietsch, *Frühes Meissener Porzellan* (1993), no. 32;  
 Ulrich Pietsch, *Johann Gregorius Höroldt 1696-1775 und die Meissener Porzellanmalerei* (1996), no. 13;  
 Ulrich Pietsch, *Passion for Meissen* (2010), no. 145;  
 U. Pietsch/C. Banz, *Triumph der blauen Schwerter* (2010), cat. no. 50

**Exhibited:**

Lübeck, Museum für Kunst und Kulturgeschichte der Hansestadt Lübeck - St. Annen-Museum, *Frühes Meissener Porzellan aus einer Privatsammlung*, 14 November 1993-31 January 1994;  
 Aachen, Museum der Stadt Aachen - Couven Museum, *Frühes Meissener Porzellan aus einer Privatsammlung*, 26 February 1994-30 April 1994;  
 Dresden, Staatliche Kunstsammlungen Dresden - Porzellansammlung im Zwinger, *Johann Gregorius Höroldt 1696-1775 und die Meissener Porzellanmalerei*, 4 August-30 October 1996;  
 Dresden, Japanisches Palais, Staatliche Kunstsammlungen Dresden - Porzellansammlung im Zwinger, *Triumph der blauen Schwerter. Meissener Porzellan für Adel und Bürgertum 1710-1815*, 8 May-29 August 2010

The teapot belonging to the same service is in the Kunstgewerbemuseum, Berlin, and two teabowls and saucers are in the National Museum, Cardiff; see Literature above.





3

**A very rare Meissen double-handled beaker and saucer, circa 1723**

Painted with chinoiserie scenes, the saucer depicting two figures inspecting textiles offered by a third, with buildings and a ship in the background, the beaker depicting two figures seated at a table playing cards, the reverse with a seated figure drinking from a saucer seated at a table with a samovar, each within a gilt cartouche with scrollwork enclosing Böttger lustre and edged with iron-red foliate scrolls, gilt-edged rims, *the beaker: 8cm high; the saucer: 13.2cm diam.* incised / inside footrim of saucer (2)

**£25,000 - 35,000**

**€29,000 - 41,000**

**Provenance:**

The Property of Mrs. R. Dreyfus, sold by Sotheby's London, 8 July 1969, lot 118 (part);  
Herbert Wolfe Collection, no. 132 (acquired in the above sale)

**Literature:**

Ulrich Pietsch, *Passion for Meissen* (2010), no. 15;  
U. Pietsch/C. Banz, *Triumph der blauen Schwerter* (2010), no. 51

**Exhibited:**

Dresden, Staatliche Kunstsammlungen Dresden - Porzellansammlung im Zwinger, Japanisches Palais, *Triumph der blauen Schwerter: Meissener Porzellan für Adel und Bürgertum 1710-1815*, 8 May-29 August 2010









4 \*

**A Meissen teabowl and saucer, circa 1723**

Each painted with an unusual early chinoiserie scene depicting, on the saucer, two figures with a haul of fish, the teabowl depicting figures at a table with a bowl of fruit, within a gilt scrollwork cartouche filled with Böttger lustre and edged with foliate scrollwork in shades of iron-red, the teabowl with branches and *indianische Blumen* flanked by a bird and insects on the reverse, and an iron-red landscape vignette in Chinese style within concentric circles in the centre, gilt scroll- and strapwork borders to the rims, *the teabowl: 4.6cm high; the saucer: 12.9cm diam.* incised / inside each footrim (2)

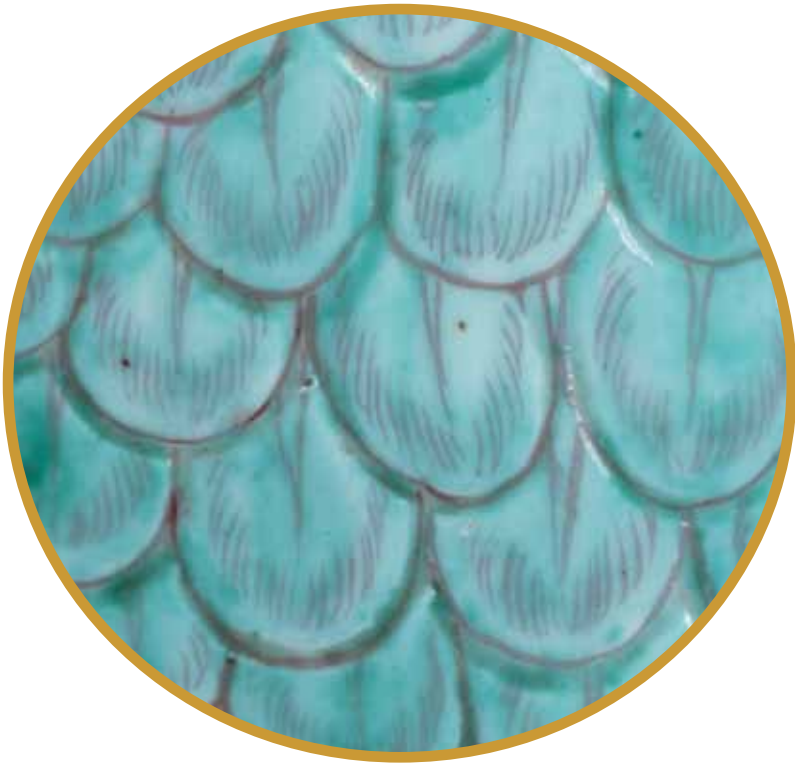
**£15,000 - 20,000**

**€17,000 - 23,000**

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 12





5 \*

**A rare Meissen model of a falcon, circa 1728-30**

Probably modelled by George Fritzsche, perched on a rectangular painted rockwork base, the plumage coloured in turquoise, iron-red, blue and yellow, *28cm high*, crossed swords mark in underglaze-blue to rear edge of base (some restoration and cracks to base)

**£25,000 - 30,000**

**€29,000 - 35,000**

Provenance:

Anon. sale, Christie's London, 18 December 2006, lot 50

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 135;

U. Pietsch/C. Banz, *Triumph der blauen Schwerter* (2010), cat. no. 308

Exhibited:

Dresden, Staatliche Kunstsammlungen Dresden, Japanisches Palais,

*Triumph der blauen Schwerter: Meissener Porzellan für Adel und Bürgertum 1710-1815*, 8 May to 29 August 2010

Two such models in the Carnegie Museum of Art, Pittsburgh, are marked with the Saxon Royal inventory number 314 and listed in the 1770 inventory; see Rainer Rückert, *Alchemistische Symbolzeichen [...]*, in *Keramos* 151 (1996), pp. 88-90.







6 \*

A Meissen or Du Paquier Hausmaler teabowl and saucer, circa 1720-30

Probably decorated in Bayreuth, the saucer with a chinoiserie vignette depicting a figure with a bird flanked by flowering plants, the teabowl with a similar continuous scene and a purple flower to the interior, the rims with borders of gilt scrolls and flowers, *the teabowl: 4.2cm high; the saucer: 12.5cm diam., incised / inside footrim of teabowl (2)*

£1,000 - 1,500

€1,200 - 1,700

Provenance:

Georg Tillmann Collection, Hamburg and Amsterdam;

Pauls-Eisenbeiss Collection, Riehen;

Anon. sale, Sotheby's London, 26 November 2002, lot 57

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 62







Schulz Codex, Plate 3 (detail)

## 7 \*

### A very rare Meissen beaker and saucer, circa 1723

The slender, flared beaker painted in iron-red camaieu, probably by J.G. Höroldt, with a large chinoiserie figure on both sides, flanked by flowering plants and with insects and a bird overhead, the saucer similarly decorated with a circular scene depicting a figure holding a banner, concentric double-line borders,

*the beaker: 7.9cm high; the saucer: 12.8cm diam., (2)*

£20,000 - 30,000

€23,000 - 35,000

#### Provenance:

The Property of a Lady, Christies London, 28 June 1976, lots 139 (beaker) and 141 (saucer);

The Hoffmeister Collection, Hamburg (acquired in 1993), sold in these Rooms, 25 November 2009, lot 2

#### Literature:

D. Hoffmeister, *Meissener Porzellan des 18. Jahrhunderts* (1999), I, no. 13;

Ulrich Pietsch, *Passion for Meissen* (2010), no. 5;

John Sandon, *Meissen Porcelain* (2010), p. 22

#### Exhibited:

Hamburg, Museum für Kunst und Gewerbe, 1999-2009

From a very rare, early service painted in iron-red, of which the teapot, slop bowl, three beakers and saucers and three teabowls and saucers were sold by Christie's London, 28 June 1976, lots 138-143, and two other beakers and saucers were sold by Sotheby's London, 7 November 1972, lots 145 and 146. An additional teabowl was sold at Christie's London, 5 July 2004, lot 13. Höroldt is recorded as having decorated a service in red as early as 1720 (U. Pietsch, *Johann Gregorius Höroldt* (1996), p. 38), though the present example can be dated to around 1723 because the teapot bears the K.P.M. mark. Several pieces from the service were exhibited in Dresden in 1996 (*ibid.*, nos. 7-12), when the decoration was attributed in part to Höroldt himself. A beaker and saucer and a teabowl and saucer are in the Carabelli Collection (U. Pietsch, *Frühes Meißener Porzellan Sammlung Carabelli* (2000), nos. 2-3) and the slop bowl is in the collection of Jeffrey Tate and Klaus Kuhlemann, London. Another beaker and saucer from the service is in the Arnhold Collection, New York (M. Cassidy-Geiger, *The Arnhold Collection of Meissen Porcelain* (2008), no. 74).







8

8 \*

**A Meissen teabowl and saucer, circa 1726**

Painted with chinoiserie scenes, depicting two figures flanking a table on the saucer and a single figure on each side of the teabowl, within an elaborate gilt scrollwork cartouche filled with Böttger lustre and edged with iron-red and purple scrollwork, the sides and interior of the teabowl with *indianische Blumen*, the rims with bands of gilt scrollwork, *gilt numeral 4. to both, incised / inside footrim of saucer the teabowl: 4.2cm high; the saucer: 12.8cm diam. (minor rubbing to gilding on teabowl) (2) £7,000 - 9,000 €8,100 - 10,000*

**Literature:**

U. Pietsch/K. Jacobsen, *Frühes Meissener Porzellan* (1997), no. 162;  
Ulrich Pietsch, *Passion for Meissen* (2010), no. 35

**Exhibited:**

Düsseldorf, Hetjens-Museum, *Frühes Meissener Porzellan*, 19 January to 6 April 1997;  
Dresden, Staatliche Kunstsammlungen - Porzellansammlung im Zwinger, *Frühes Meissener Porzellan*, 7 May to 13 July 1997



9

9

**A Meissen saucer, circa 1723-25**

Painted with a chinoiserie scene depicting a figure seated at a table flanked by flowers within a shaped gilt quatrelobe scrollwork cartouche edged with iron-red foliate scrollwork, gilt scrollwork border to the rim, *13.2cm diam., gilt numeral 26., incised / inside footrim £800 - 1,200 €930 - 1,400*

10 \*

**A rare Meissen beaker, circa 1721-22**

Painted on one side with a chinoiserie scene depicting a seated figure turning a wheel within a gilt-edged quatrelobe cartouche enclosing Böttger lustre and edged with iron-red foliate scrollwork, the reverse with a mythical beast flanked by shells and coral and a bird and insects overhead, gilt band to footrim, 7.5cm high (gilding to inside rim rubbed off, two rim chips, haircrack)

£6,000 - 8,000

€7,000 - 9,300

**Provenance:**

Dr. Mario Leproni Collection, anon. sale, Sotheby's London, 28 May 2009, lot 306

**Literature:**

A. d'Agliano/L. Melegati, *I Fragili Lussi* (2001), no. 12;

Ulrich Pietsch, *Passion for Meissen* (2010), no. 8

A beaker from the same service with a chinoiserie scene on one side and a dragon on the reverse is in the Dr. Ernst Schneider Collection, Schloss Lustheim, inv. no. ES 271 (A. Schommers / M. Grigat-Hunger, *Meißener Porzellan des 18. Jahrhunderts* (2004), no. 29). The chinoiserie scenes on this service belong to the earliest decoration developed by J.G. Höroldt; the seated figure with the spinning wheel is on pl. 3.



(Reverse)







11

11 \*

**A Meissen saucer, circa 1725**

Painted with a chinoiserie scene depicting a figure by a table flanked by vases, in a quatrefoil gilt scrollwork cartouche edged with iron-red foliate scrolls, the rim with a broad band of gilt scroll- and strapwork, the reverse with three iron-red concentric circles around the footrim, 12.9cm diam., gilt numeral 26., incised / inside footrim

£2,000 - 3,000

€2,300 - 3,500

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 31

12 \*

**A Meissen saucer, circa 1728**

Superbly painted with a chinoiserie scene depicting an archer with a dog shooting at birds in flight, in a quatrelobe gilt scrollwork cartouche filled with lustre and edged with iron-red and purple scrollwork, within a gilt scrollwork band and gilt-edged rim, 13.6cm diam., gilt 1., incised / inside footrim

£2,500 - 3,500

€2,900 - 4,100

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 32

13 \*

**A very rare Meissen octagonal saucer, circa 1722-23**

Superbly painted with a chinoiserie scene depicting a figure holding a fan offering an object to a figure seated by a table, in a gilt scrollwork cartouche filled with Böttger lustre and edged with iron-red foliate scrollwork, a gilt border of seeded scales and scrollwork around the rim, gilt-edged rim, the reverse with two iron-red flowering branches, 13.5cm across, caduceus mark in underglaze-blue, crossed swords mark in blue enamel, incised / inside footrim

£10,000 - 15,000

€12,000 - 17,000

Provenance:

With E. Pinkus Antiques, New York

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 17



12





13







14 \*

**A very rare Meissen silver-gilt-mounted ewer, circa 1728**

The cylindrical body on a flared, silver-gilt-mounted foot, the tapering neck with a pointed spout and scroll handle, superbly painted, probably by J.G. Höroldt, with a continuous chinoiserie scene depicting a figure carried on a palanquin, flanked by other groups of figures, animals and birds and flowers in vases and issuing from rockwork, above a band of gilt foliate scrollwork, the neck with similar decoration, the footrim with a burnished gilt band, the silver-gilt cover chased with bands of scroll- and strapwork on a matted ground and struck with town mark for Augsburg and EA for Elias Adam, 23cm high (haircrack to base of handle, minor wear to gilding)

£60,000 -80,000

€70,000 - 93,000

Provenance:

Anon. sale, Sotheby's London, 2 December 2008, lot 35

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 25

A similar silver-mounted ewer was sold by Christie's London, 28 March 1977, lot 15, and again on 8 July 2002, lot 11. Two undecorated ewer of this form are in the Dr. Ernst Schneider Collection, Schloss Lustheim (published by R. Rückert, *Meissener Porzellan 1710-1810* (1966), nos. 22 and 23. Another example, decorated in gilding in Augsburg, is in the Kunstgewerbemuseum, Berlin (published by S. Bursche, *Meissen Steinzeug und Porzellan des 18. Jahrhunderts* (1980), no. 127.









Jacques Stella, 'Livre des Vases' 1667 (details)

## 15 \*

### A Meissen Hausmaler grotesque teapot and cover, circa 1726-30

Of globular form as a bearded man squatting on a shell covered by a cloak and holding the gilt fish spout, the gilt handle composed of a caryatid figure with scroll terminal supporting a centaur, decorated in Augsburg by Anna Elisabeth Wald with a chinoiserie scene on each side on a gilt scrollwork bracket, the purple drapery decorated with incised foliate scrollwork, the figure in orange fleshtones, the shell base embellished in green and gilding and the helmet-shaped cover in gilding, surmounted by a gilt frog, 15.5cm high, l and k within a circle in iron-red (very minor retouching to gilding) (2)

£100,000 - 150,000

€120,000 - 170,000

#### Provenance:

The collection of the Freiherren von Ketteler, Schloss Schwarzenrabern;  
Private Collection, Germany

#### Literature:

U. Pietsch/K. Jacobsen, *Frühes Meissener Porzellan* (1997), no. 158;  
Ulrich Pietsch, *Passion for Meissen* (2010), no. 57

#### Exhibited:

Düsseldorf, Hetjens-Museum, *Frühes Meissener Porzellan*, 19 January to 6 April 1997;  
Dresden, Staatliche Kunstsammlungen - Porzellansammlung im Zwinger, *Frühes Meissener Porzellan*, 7 May to 13 July 1997

This grotesque teapot form is based on an engraving by Jacques Stella published in *Livre des Vases* (1667). The model is first mentioned at the Meissen factory in 1719, and may have been modelled by the Dresden court goldsmith, Johann Jacob Irminger, or the former George Fritzsche. A similarly decorated example was in the collection of Baron von Born, Budapest, sold by Rudolph Lepke's Kunst-Auctions-Haus, Berlin, 4 December 1929, lot 130.





16 \*

**A rare Meissen silver-gilt-mounted coffee pot and cover, circa 1726-28**

Each side painted with a chinoiserie scene within a gilt scrollwork cartouche filled with Böttger lustre and edged with iron-red and purple foliate scrolls, the sky filled in with a gilt ground finely tooled with foliage, probably in the Seuter workshop in Augsburg, the cover similarly decorated with a continuous scene, the spout, handle and lower body painted with *indianische Blumen* and scattered insects, and a gilt and iron-red scrollwork motif below the spout, a gilt scroll- and strapwork band below the rim, the silver-gilt mount with city mark for Augsburg and maker's mark for Elias Adam, 19.5cm high, gilt numeral 5. to both and D. to coffee pot (tiny chip to tip of spout)

£30,000 - 40,000

€34,000 - 46,000

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 36







18



17

17 \*

**A Meissen teabowl and saucer, circa 1728**

Painted with chinoiserie scenes depicting figures engaged in various amusing pursuits, within a gilt scrollwork cartouche filled with Böttger lustre and edged with purple and iron-red scrollwork, gilt scrollwork borders to the rims, the teabowl with a spray of *indianische Blumen* to the interior, *the teabowl: 4.1cm high; the saucer: 12.1cm diam.*, crossed swords marks in underglaze-blue, gilt numeral 81. to both, incised / inside footrims (2)

£4,000 - 6,000

€4,700 - 7,000

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 33

18 \*

**A rare Meissen teabowl and saucer, circa 1730**

Painted in the manner of J.E. Stadler with chinoiserie vignettes, depicting a child and an adult on the saucer, and two figures on the teabowl, each vignette with *indianische Blumen* and a bird in flight, the rims with iron-red trellis bands reserved with purple flower heads, *the teabowl: 4.5cm high; the saucer: 11.9cm diam.*, crossed swords marks in underglaze-blue (2)

£4,000 - 6,000

€4,700 - 7,000

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 54











19

19 \*

**A very rare Meissen part tea and coffee service, circa 1725**

Each moulded with four panels with gilt fluted borders, painted in chinoiserie style with scenes of figures engaged in various amusing pursuits, gilt scrollwork borders, the handles and teapot spout painted with *indianische Blumen* and embellished with gilding, the wells of the teabowls and the reverse of the saucers with sprigs of *indianische Blumen*, comprising:  
a hot water jug and cover (16.3cm high);  
a teapot and cover (12cm high);  
a tea canister and cover (10.2cm high);  
an oval sugar bowl and cover (11.5cm across);  
four teabowls and five saucers (the teabowls approx 4.5cm high; the saucers approx. 12.5cm diam.), crossed swords marks in blue and purple enamel, incised / inside footrims of teabowls and saucers (sugar bowl repaired) (17)

**£60,000 - 80,000**

**€70,000 - 93,000**

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 37









20 \*

**A very rare Meissen teabowl and saucer, circa 1723**

The saucer decorated with an elaborate scene of a gentleman writing a letter by candlelight from his campaign-tent, the teabowl depicting a lady receiving a letter, each scene in a gilt and iron-red scrollwork cartouche, the inside of the teabowl with a iron-red view of a large building by a quay and a Venetian boat within concentric circles, the reverse of the teabowl with a branch of *indianische Blumen*, gilt scrollwork borders to the rims, *the teabowl: 5cm high; the saucer: 12.6cm diam.*, incised / inside footrim of saucer (saucer expertly restored) (2)

**£15,000 - 20,000**

**€17,000 - 23,000**

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 10

A teabowl and saucer decorated with the same scenes but differing in the cartouches is in the Arnhold Collection, New York (M. Cassidy-Geiger, *The Arnhold Collection of Meissen Porcelain* (2008), no. 70a). Part of a service decorated with scenes illustrating the folly of love and marriage, the print sources for both the scenes on the present lot are in the Meissen Archives (published by Cassidy-Geiger, *op. cit.*, figs. 70.1 and 70.3).





21 \*

**A Meissen beaker and saucer, circa 1728**

The beaker painted with two scenes depicting figures in European landscapes, each within a gilt quatrelobe scrollwork cartouche, purple, iron-red and yellow foliate scrolls and trellis, flanked by two sprigs of *indianische Blumen*, the saucer with a similar cartouche with masks top and bottom, gilt scroll- and strapwork borders to the rims, *the beaker: 7.7cm high; the saucer: 14.3cm diam.*, crossed swords mark in underglaze-blue to beaker, gilt T. to both, incised / inside footrim of saucer (2)

£5,000 - 7,000

€5,800 - 8,100

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 102





22 \*

**A Meissen beaker and saucer, circa 1728**

Each finely painted with a *Kauffahrtei* scene of merchants and their wares by a quayside within a gilt quatrelobe cartouche edged with iron-red, purple and yellow scrollwork and swags, the gilt handle of the beaker flanked by *indianische Blumen* and a bird in flight, the reverse of the saucer with iron-red *indianische Blumen*, gilt strap- and scrollwork borders to the rims, *the beaker: 7.5cm high; the saucer: 12.5cm diam.*, crossed swords marks within concentric circles, gilt numeral 1. to both (2)

£6,000 - 8,000

€7,000 - 9,300

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 87

23 \*

**A Meissen teabowl and saucer, circa 1728**

Possibly decorated by C.F. Herold, the teabowl decorated with harbour scenes depicting figures and sailing ships within gilt scrollwork cartouches filled with Böttger lustre and edged with iron-red and puce scrollwork, the inside of the bowl with a sprig of *indianische Blumen* within iron-red concentric circles, the saucer similarly decorated with a scene of ships and boats and a church steeple, gilt scrollwork borders to the rims, *the teabowl: 4.5cm high; the saucer: 12.7cm diam.*, crossed swords marks in underglaze-blue, incised / to inside of footrims, gold number 73. to both (2)

£7,500 - 10,000

€8,700 - 12,000

Provenance:

Property of the late J.A. Grothe von Schellach, Rotterdam, sold at Sotheby's London, 8 December 1970, lot 129 (part);  
The Property of a Gentleman, sold by Christie's London, 8 December 2003, lot 118 (part)

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 83

24 \*

**A Meissen teabowl and saucer, circa 1728**

*En suite* with the preceding lot, the teabowl painted with harbour scenes, the saucer with an elaborate naval battle scene between two fleets of ships, *the teabowl: 4.5cm high; the saucer: 12.7cm diam.*, crossed swords marks in underglaze-blue, incised / to inside of footrims, gold number 73. to both (2)

£7,500 - 10,000

€8,700 - 12,000

Provenance:

Property of the late J.A. Grothe von Schellach, Rotterdam, sold at Sotheby's London, 8 December 1970, lot 129 (part);  
The Property of a Gentleman, sold by Christie's London, 8 December 2003, lot 118 (part)

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 83



23



24









25 \*

**A Meissen teabowl and saucer, circa 1720-30**

Each moulded with fruiting vines heightened in enamels, the saucer painted with a European landscape scene depicting figures and boats by a river, within a shaped gilt scrollwork cartouche filled with Böttger lustre and edged with iron-red and purple foliate scrolls, the teabowl with a small landscape vignette within iron-red concentric circles, broad gilt strap- and scrollwork borders to the rims, the teabowl: 4.2cm high; the saucer: 12.1cm diam., crossed swords marks in blue enamel, incised x and / inside footrims (2)

£4,000 - 6,000

€4,700 - 7,000

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 87

26 \*

**A Meissen teabowl and saucer, circa 1724**

Each painted with a figure in a European landscape scene within a gilt scrollwork cartouche filled with Böttger lustre and edged with iron-red foliate scrolls, gilt scrollwork borders to the rims, the inside and reverse of the teabowl with *indianische Blumen*, the teabowl: 4.2cm high; the saucer: 12.5cm diam., gilt numeral 46, to both, incised / inside footrims (minor wear) (2)

£6,000 - 8,000

€7,000 - 9,300

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 100



27 \*

A Meissen oval sugar bowl and cover, circa 1726-28

Painted in the manner of C.F. Herold with *Kauffahrtei* scenes depicting merchants and their wares by a quayside, within a gilt quatrelobe scrollwork cartouche edged with iron-red and purple foliate scrollwork, flanked by *indianische Blumen*, the cover with two similar vignettes enclosed by a gilt scrollwork border, surmounted by a gilt lion finial, 12cm across, crossed swords mark in underglaze-blue, gilt numeral 64. to both (2)

£8,000 - 12,000

€9,300 - 14,000

Provenance:

Anon. sale, Christie's New York, 19 May 2004, lot 28

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 84









28 \*

**A Meissen teabowl and a Meissen saucer, circa 1735**

After Japanese Kakiemon originals, the bowl of fluted shape, the saucer of cinquefoil lobed shape, each with the *fliegender Hund* or 'Flying Fox' pattern, the teabowl: 7cm high; the saucer: 13.4cm diam, both with crossed swords mark in underglaze-blue (the teabowl restored, minor rubbing to the saucer) (2)

£2,500 - 3,500

€2,900 - 4,100

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 164



29 \*

**A Meissen cup and saucer from the Japanese Palace, circa 1730**

Of barbed quatrefoil form, painted in Kakiemon style with an iron-red and gilt phoenix and a coloured sprig of indianische Blumen, *the cup: 5.5cm high; the saucer: 13cm diam.*, crossed swords marks in blue enamel, incised Japanese Palace inventory numbers N=365-/ W (restored rim chip to saucer and cup) (2)

£6,000 - 8,000

€7,000 - 9,300

**Literature:**

Ulrich Pietsch, *Passion for Meissen* (2010), no. 168

The 1770 inventory of the Japanese Palace lists sixty-four cups and sixty-three of this type ('geschwiffte Thee Tassen, mit einem Henckel, mit Rothen Vögeln und Blümgen gemahlt [...] detto Unterschaalen') under no. 365 (quoted by Claus Boltz, *Japanaisches Palais-Inventar 1770 und Turmzimmer-Inventar 1769*. Keramos 153 (1996), p. 58.

Another cup of the same shape from the Kahlenberg Collection was sold in these rooms, 12 December 2012, lot 29.





30 \*

**A rare Meissen beaker, circa 1722-25**

Painted in underglaze-blue, enamels and gilding with flowering branches of *indianische Blumen* issuing from stylised rockwork, and a bird in flight on the reverse, between double-line borders to the rims, 6.7cm high, caduceus mark within concentric circles in underglaze-blue (small restored rim chip)

£1,000 - 1,500

€1,200 - 1,700

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 178

A similar beaker in the Dr. Ernst Schneider Collection, Schloss Lustheim, is illustrated by Julia Weber, *Meißener Porzellane mit Dekoren nach ostasiatischen Vorbildern* (2013), II, cat. no. 30.

31 \*

**A Meissen cup and saucer, circa 1730**

Decorated in Imari style in underglaze-blue, enamels and gilding with the *Tischchen* pattern of flowers issuing from a table, the rims with trellis bands reserved with demi-florets, the ear-shaped handle embellished in gilding, *the beaker: 7.4cm high; the saucer: 12.5cm diam.*, crossed swords marks and indistinct painters' marks in underglaze-blue, impressed Dreher's mark of three dots flanking a line (2)

£800 - 1,200

€930 - 1,400

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 180



32 \*

**A very rare Meissen KPM teapot and cover, circa 1723-30**

Of squat globular form with a loop handle and curved spout with mask terminal, painted in shades of purple and yellow with two figures after Japanese Kakiemon originals, the cover similarly decorated with a brown-edged rim and knopped finial, the spout and handle with purple flowers, 12.5cm high, KPM and crossed swords mark in underglaze-blue (2)

£10,000 - 15,000

€12,000 - 17,000

Provenance:

The Property of a Danish Lady, sold by Christie's London, 1 March 1993, lot 162

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 159





33 \*

**A Meissen double-handled beaker and saucer, circa 1728-30**

Decorated in Kakiemon style with peonies and chrysanthemums issuing from blue and green rockwork, the border of the saucer and inside of the rim of the beaker with a wide band of iron-red trellis pattern reserved with four oval cartouches enclosing stylised chrysanthemum blossoms, *the beaker: 8cm high; the saucer: 13.2cm diam.* crossed swords mark in underglaze-blue (2)

£3,000 - 4,000

€3,500 - 4,700

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 168



34 \*

**A Meissen pouring cup and saucer, circa 1730**

The saucer applied with two shell handles and the cup with a shell thumbpiece above a mask on the top of the handle, painted in Kakiemon style, the saucer with two wheat sheaves and scattered *indianische Blumen* on both sides, the cup with a stork flanked by flowers and bamboo and another in flight on the reverse, brown-edged rims, gilt bands to footrims, *the cup: 5.8cm high; the saucer: 19.7cm across handles*, crossed swords marks in underglaze-blue, (bottom tip of handle restored) (2)

£6,000 - 8,000

€7,000 - 9,300

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 163



35 \*

**A Meissen octagonal yellow-ground cup and saucer, circa 1740**

The saucer painted in Chinese *famille verte* style with a hawk in flight behind a large flower issuing from stylised rockwork surrounded by other *indianische Blumen*, the cup reserved with two similar purple-edged quatrefoil cartouches, brown-edged rims, *the teabowl: 5.1cm high; the saucer: 12.4cm diam.*, crossed swords mark in underglaze-blue, incised // to the inside of the footrim of the cup, impressed 23 on the saucer (vertical haircrack next to the handle) (2)

**£4,000 - 6,000**

**€4,700 - 7,000**

Provenance:

Property from the collection of Alice and Murray Braunfeld, sold  
Sotheby's New York, 21 May 2004, lot 194

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 152

A similar cup and saucer in the Dr. Ernst Schneider Collection, Schloss Lustheim, is illustrated by R. Rückert, *Meissener Porzellan 1710-1810* (1966), no. 370; and by Julia Weber, *Meißener Porzellan mit Dekoren nach ostasiatischen Vorbildern* (2013), II, cat. no. 435. The coffee pot from the service is in the Hans Syz Collection (Hans Syz et al., *Catalogue of the Hans Syz Collection* (1979), no. 113). Two more cups and saucers of this rare type were sold by Galerie Jürg Stuker, Bern, 19 November 2009, lots 3017 and 3018.







36 \*

A Meissen octagonal teabowl and saucer, circa 1770

Each painted in Kakiemon style with the 'Quail' pattern, depicting two quail flanked by flowering plants, brown-edged rims, *the beaker: 5.2cm high; 11.6cm across*, crossed swords marks in underglaze-blue, later-painted gilt 3 between hilts of swords (2)

£3,000 - 5,000

€3,500 - 5,800

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 166



37 \*

A Meissen turquoise-ground teabowl and saucer, circa 1740

The teabowl reserved with two quatrefoil panels painted with stylised Oriental landscape vignettes and a flower sprig to the inside, the saucer similarly decorated with flowers issuing from stylised rockwork with insects overhead, brown-edged rims, *the teabowl: 4.5cm high; the saucer: 13.5cm diam*, crossed swords mark in underglaze-blue, impressed 2 inside footrim of saucer (2)

£3,000 - 5,000

€3,500 - 5,800

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 176

38 \*

A Meissen lobed beaker and saucer from the Japanese Palace, circa 1735

Painted in Kakiemon style with a large flowering branch and a smaller sprig, the barbed rims edged in brown, *the beaker: 7.1cm high; the saucer: 14.7cm diam.*, crossed swords marks in underglaze-blue, incised Japanese Palace inventory numbers N=445/ W to both (2)

£4,000 - 6,000

€4,700 - 7,000

The 1779 inventory of the Japanese Palace lists: '*Fünf Stück differente gemuschelte Chokolaten=Becher, mit kleinen indianischen Blümgen*' [five differently shell-moulded chocolate beakers, with small Indian flowers] (quoted by U. Pietsch, see above). A similar lobed beaker and saucer is in the collection of the Hermitage Museum, St. Petersburg, published by Lydia Liackhova, *The Myth of the Orient: Eastern Subjects in Early Meissen Porcelain* [trans.] (2007), no. 60.

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 173



39 \*

**A Meissen two-handled sauceboat, circa 1740**

Raised on four gilt-edged scroll feet, painted with continuous chinoiserie scenes below a moulded basketwork border, each end with a mask with a coloured feather headdress, the interior painted with scattered sprigs of *indianische Blumen*, 25.3cm long, crossed swords mark in underglaze-blue

£8,000 - 12,000

€9,300 - 14,000

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 38





40 \*

**A Meissen rooster teapot and cover, circa 1735**

Modelled by J.J. Kaendler, naturalistically modelled and painted, the plumage in shades of brown, black and green, 15.8cm high; 21.2cm wide; crossed swords mark in blue

£5,000 - 7,000

€5,800 - 8,100

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 138





41

41 \*

**A Meissen lavender-ground teabowl and saucer, circa 1739-40**

The teabowl reserved on each side with a shaped quatrelobe cartouche edged in black and painted with a fantasy animal or *Fabeltier* in a landscape vignette, the saucer with a similar scene flanked by flowers, brown-edged rims, the teabowl: 4cm high; the saucer: 12cm diam., crossed swords marks in underglaze-blue, impressed numerals (2)

£2,000 - 3,000

€2,300 - 3,500

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 155b

42 \*

**A Meissen cup and saucer, circa 1740**

Of quatrelobe form, each painted with a *Fabeltier* vignette depicting an imaginary animal flanked by flowers, with further scattered insects and birds, the cup: 4.4cm high; the saucer: 11.2cm across, crossed swords marks in underglaze-blue, impressed numeral to saucer (handle restored) (2)

£1,500 - 2,000

€1,700 - 2,300

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 158

43 \*

**A Meissen lavender-ground slop bowl, circa 1739-40**

Each side reserved with a shaped quatrelobe panel edged in black and painted with a fantasy animal or *Fabeltier* in a landscape vignette flanked by flowers, brown-edged rim, 8.2cm high; 16cm diam., crossed swords mark in underglaze-blue, impressed 3 and Dreher's mark oo

£3,000 - 5,000

€3,500 - 5,800

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 155d



42



43

44 \*

A Meissen tureen and cover, circa 1740

Each painted with two *Fabeltier* vignettes in the manner of A.F. von Löwenfinck, depicting imaginary creatures flanked by flowers, and scattered insects and birds, the scroll handles edged in purple, the cover surmounted by a conical foliate finial edged in green and yellow, brown-edged rim, 21.5cm high, crossed swords mark in underglaze-blue, impressed 21 (some restoration to handles and finial) (2)

£6,000 - 8,000

€7,000 - 9,300

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 156



45 \*

**A Meissen rooster teapot, circa 1735**

After a Chinese, Yixing, stoneware example, looking over its shoulder, the spout protruding from his neck, its tail forming the handle of the pot, the plumage boldly painted in blue, red and green, the cover with a hare finial and scattered Kakiemon flowers, *10cm high*, crossed swords mark in blue (minor restoration) together with a silver teapot and cover, after a similar model but with outstretched neck, the cover attached with a chain, struck with indistinct marks, *18cm long* (3)

£5,000 - 7,000

€5,800 - 8,100

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 137





46 \*

**A Meissen teapot and cover, circa 1730**

The globular body with a loop handle and curved spout with a mask terminal, painted in Imari style in underglaze-blue, enamels and gilding with the *Tischchen* pattern of a table flanked by flowering branches and birds perched on a branch, the handle and spout with flowers, the cover similarly decorated, with a band of flower-heads and scrollwork around the rim, 12cm high, crossed swords mark and S in underglaze-blue (2)

£5,000 - 7,000

€5,800 - 8,100

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 177



47 \*

**An extremely rare Meissen teabowl and saucer from the 'Black-and Gold-Striped' service, circa 1735**

Superbly painted, *perhaps by A.F. von Löwenfinck*, the centre of the saucer with a landscape vignette depicting a recumbent fantasy animal flanked by shrubs, a gold and black-striped border around the edge of the well, the brown-edged, rim painted in enamels and gilding with a continuous landscape scene depicting European and chinoiserie figures, the teabowl with a similar decoration, 21.5cm diam., crossed swords mark in underglaze-blue

*the bowl: 4.8cm high; the saucer: 13cm diam.*, crossed swords mark in underglaze-blue to both teabowl and saucer (2)

**£30,000 - 50,000**

**€35,000 - 58,000**

Provenance:

Probably Baron L. de Zoubaloff Collection, Moscow, to 1918;

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 154



This cup and saucer come from a tea and coffee service and matching table service which are variously dated between 1735-40, of which a large portion was until 1918 in the possession of Baron de Zoubaloff in Moscow. It has been suggested (U. Pietsch, Johann Gregorius Höroldt (1996), p. 230) that the service may have been delivered to the Russian Court). The painting on some pieces has been attributed to Adam Friedrich von Löwenfinck, who left the Meissen manufactory in 1736, though the presence of impressed numerals on some pieces proves that at least some of the service must date to 1739 or later.

Numerous plates and dishes from the service remain in the State Museum of Ceramics in Kuskovo Palace in Moscow, a massive charger is in the Hermitage collection in St Petersburg. Other pieces from the service were sold after the Russian Revolution. Several items were sold by the Soviet government at auction in Berlin in 1930 (Rudolph Lepke, Berlin, 21-22 October 1930).

A plate from the same service was sold in these Rooms from the Hoffmeister Collection, 24 November 2010, lot 40.







48 \*

**A small Meissen teapot and cover, circa 1735**

The bullet-shaped body painted with a continuous chinoiserie scene, the wishbone handle and faceted spout with *indianische Blumen*, the cover with two similar chinoiserie vignettes, iron-red and gilt borders, the cover attached to the handle by a chain, 8cm high, crossed swords mark in underglaze-blue (tip of spout restored) (2)

£6,000 - 8,000

€7,000 - 9,300

**Provenance:**

The Property of the Viscount Boyd of Merton, sold by Christie's London, 6 December 2004, lot 412

**Literature:**

Ulrich Pietsch, *Passion for Meissen* (2010), no. 48

49

No Lot





Detail Schulz Codex,  
plate 52

50 \*

**A Meissen coffee pot, circa 1738**

The bulbous body painted with a continuous chinoiserie scene depicting figures flanking a fountain, and on the reverse, a figure descending from a palanquin, the spout gilt, the handle embellished with *indianische Blumen*, 17cm high, crossed swords mark in underglaze-blue, gilt numeral 46., incised x (repair to side, cover lacking)

£3,000 - 5,000

€3,500 - 5,800

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 41







51 \*

**A Meissen octagonal coffee pot and cover, circa 1735**

Painted on each side with a chinoiserie scene on an elaborate gilt trellis- and scrollwork pedestal filled with Böttger lustre and edged with iron-red and purple foliate scrolls, further painted with *indianische Blumen* and scattered insects and birds, a gilt scrollwork border below the rim and a foliate scrollwork motif below the spout, the cover similarly decorated, 23.3cm high, crossed swords mark in underglaze-blue, incised M (finial restuck, tip of spout restored) (2)

£12,000 - 18,000

€14,000 - 21,000

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 45







(Detail Lot 57)



52 \*

**A rare Meissen armorial teabowl and saucer from the service for Christian VI of Denmark, circa 1725-26**

The saucer decorated with the crowned Royal Arms of Denmark, reserved on the chain of the Order of the Elephant, the teabowl with the crowned monogram of Christian VI flanked by crossed palm fronds on one side, flanked by indianische Blumen, and a superbly painted harbour scene on the reverse, within a gilt cartouche embellished with scrollwork and floral swags, the well with a circular medallion of chrysanthemum heads reserved on a purple trellis within iron-red borders, gilt scrollwork borders to the rims, the reverse of the saucer with a bird, insect and trailing indianische Blumen, *the teabowl: 4.1 cm high; the saucer: 12.1 cm diam.*, crossed swords marks in underglaze-blue, gilt 1. to both, incised / inside footrims (2)

**£12,000 - 18,000**

**€14,000 - 21,000**

**Provenance:**

Given by Augustus the Strong, King of Poland and Elector of Saxony, to King Christian VI of Denmark in 1726; his consort Queen Sophie Magdalene of Denmark (1700-70); Christiansborg Palace, Copenhagen, to 1794; Rosenborg Castle, Copenhagen, 1795-97; Sold in 1797 as part of lot 7 in the sale of property damaged in the 1795 fire at Christianborg Palace; Sold by the descendants of the purchaser in the above sale, Christie's London, 1 December 1986, lot 186 (part); Anon. sale, Christie's London, 21 November 2005, lot 220

**Literature:**

Ulrich Pietsch, *Passion for Meissen* (2010), no. 74

This service was unusual for combining chinoiserie decoration and European harbour scenes, and for its size. When it was sold in 1797, it was described as including two waste bowls, two sugar boxes and eighteen pairs of teabowls, but no coffee pot. The waste bowl, two beakers and saucers and two teabowls and saucers were acquired by Rosenborg Castle in 1986. A teabowl and saucer from the service is in the Arnhold Collection, New York (M. Cassidy-Geiger, *The Arnhold Collection of Meissen Porcelain* (2008), no. 100); another is in the Carabelli Collection (U. Pietsch, *Frühes Meißen Porzellan Sammlung Carabelli* (2000), no. 57); and another was sold in these Rooms from the Hoffmeister Collection, 26 May 2010, lot 70.







King Christian VI of Denmark (1699-1746)  
Johan Salomon Wahl, 1740  
©Frederiksborg Castle, Denmark





53

53 \*

**A Meissen armorial saucer from the Althann/Daun service, circa 1735**

Painted with the arms of Althann and Daun and scattered *indianische Blumen*, the rim with a broad gilt border strap- and foliate scrollwork, the reverse with scattered *indianische Blumen*, 11.9cm diam., crossed swords marks in underglaze-blue, impressed Dreher's mark oo (gilt rim worn)

£2,000 - 3,000

€2,300 - 3,500

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 70

The only known unification of the two Austrian noble families is the marriage of Gräfin Anna Elizabeth von Daun to Michael Ehrenreich, Count of Althann, which would have resulted in the combination of these two separate arms. Count Althann died in 1715 so it is probably likely that the service, of which this saucer is part, was produced for his widow, Countess Anna Elizabeth von Althann née Daun (1674-1747).

The only other recorded pieces from this service are: an oval sugar bowl and cover, sold from the Hoffmeister Collection in these Rooms, 25 November 2009, lot 79; an oval teapot stand, sold by Christie's London, 7 July 1969, lot 61; a tea canister and cover in the Dr. Ernst Schneider Collection, Schloss Lustheim (published in *Mitteilungsblatt der Keramikfreunde der Schweiz* 50 (1960), ill. 140; and by R. Rückert, *Meissener Porzellan 1710-1810* (1966), no. 457); a two-handled beaker and saucer, sold by Sotheby's London, 29 June 1982, lot 119; a coffee pot and matched cover, sold by Christie's London, 27 June 2005, lot 149; and a teabowl, sold by Dorotheum, Vienna, 13 October 2011, lot 1168.



54

54 \*

**A Meissen armorial saucer from the Benada service, circa 1740**

Painted with the arms of Benada within a brown-edged, shaped quatrefoil reserve against the gilt ground, the reverse with a purple ground and gilt footrim, 13.2cm diam., crossed swords mark in underglaze-blue (restored)

£1,500 - 2,000

€1,700 - 2,300

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 77

The Bohemian-Silesian merchant family Benada was elevated to the nobility in 1706. A Meissen plate painted in 1748 by the aristocratic amateur, Carl Ferdinand von Wolfsburg (1692-1764), with the Benada arms is in the Seattle Art Museum (published by J. Emerson et al., *Porcelain Stories* (2000), pl. 11.5).

55 \*

**A Meissen armorial cup, circa 1745**

Painted with a landscape scene depicting horsemen by a castle, within an elaborate gilt cartouche surmounted by a coat of arms, and enclosing the monogram 'FB' at the base, the gilt-edged handle flanked by flower sprigs, gilt scrollwork border to inside rim, 7.4cm high, crossed swords mark in underglaze-blue, gilt S.

£1,000 - 1,500

€1,200 - 1,700

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 77





55

#### 56 \*

Two Meissen table spoons from the Henricke service, circa 1740

The shell-moulded bowls with a gilt-edged scroll-moulded handle, painted with scattered *indianische Blumen* and the arms of Henricke, 14.5cm (2)

£5,000 - 7,000

€5,800 - 8,100

#### Provenance:

With Rosenberg & Stiebel;

Anon. sale, Christie's New York, 18 October 2002, lot 437

#### Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 68

Johann Christian Henricke (1681-1752) was raised to the nobility in 1728 by the Holy Roman Emperor. He was an influential Cabinet Minister under Count Brühl, and became deputy director of the Meissen factory in 1739. The arms on this service go back to before he was made *Freiherr* or Baron, in 1741, and *Graf* or Count, in 1745. See Julia Weber, *Meißener Porzellane mit Dekoren nach ostasiatischen Vorbildern* (2013), II, pp. 386ff., for a discussion of the service.

Other recent examples from this service to appear on the market include: a tureen stand (Christie's London, 11 December 2000, lot 437); a tureen (Christie's London, 14 July 2006, lot 100). A tureen with applied flowers from the service was sold at Bonhams in London, 10 November 2004, lot 18, and two dishes from the Hoffmeister Collection were sold in these Rooms, 25 November 2009, lot 76, and 24 November 2010, lot 69. Two sauce boats and another spoon from the service are in the Rijksmuseum, Amsterdam (A.L. den Blaauwen, *Meissen Porcelain in the Rijksmuseum* (2000), nos. 110 and 111), and a pair of dishes is in the Arnhold Collection, New York (M. Cassidy-Geiger, *The Arnhold Collection of Meissen Porcelain* (2008), nos. 202a and b).



56



57 \*

**A very rare Meissen écuelle and cover from the Swan service, circa 1740**

Modelled by J.F. Eberlein and J.J. Kaendler, the deep oval shell-moulded form with a domed cover surmounted by a swan garlanded with flowers by three putti, both painted around the gilt-edged rims with scattered *indianische Blumen*, the cover with the arms of Brühl and Kolowrat-Krakowska on both sides, *21.5cm high*, crossed swords mark in underglaze-blue (one putto's head restored) (2)

**£60,000 - 80,000**

**€70,000 - 93,000**

Provenance:

Marianne and Hans Krieger Collection

Literature:

Ulrich Pietsch, *Frühes Meissener Porzellan aus einer Privatsammlung* (1994), no. 79;

Ulrich Pietsch, *Passion for Meissen* (2010), no. 65;

U. Pietsch/C. Banz, *Triumph der blauen Schwertern* (2010), cat. no. 260

Exhibited:

Lübeck, Museum für Kunst und Kulturgeschichte der Hansestadt

Lübeck - St. Annen-Museum, *Frühes Meissener Porzellan aus einer Privatsammlung*, 14 November 1993-31 January 1994;

Aachen, Museum der Stadt Aachen - Couven Museum, *Frühes Meissener Porzellan aus einer Privatsammlung*, 26 February 1994-30 April 1994;

Dresden, Japanisches Palais, Staatliche Kunstsammlungen Dresden - Porzellansammlung im Zwinger, *Triumph der blauen Schwerter. Meissener Porzellan für Adel und Bürgertum 1710-1815*, 8 May-29 August 2010

Other examples of this form are in the Dresden Porzellansammlung and in the Detroit Institute of Arts; see U. Pietsch, *Schwanenservice Meissener Porzellan für Heinrich Graf von Brühl* (2000), no. 20.







Bacciarelli, Marcello (1731 – 1818)  
Heinrich Graf von Brühl (1700 – 1763)  
Oil on canvas, formerly Schloß Pforten  
SLUB / Deutsche Fotothek / Walter Möbius, 1939



58 \*

**An extremely rare Meissen armorial snuff box with the Royal Arms of Sweden, circa 1733**

Of oval bombé form, finely painted with the Royal Arms of Sweden on a gilt and Böttger lustre scrollwork bracket, the reverse with a *Kauffahrtei* scene depicting merchants and their wares by a quayside within an elaborate gilt cartouche filled with Böttger lustre and edged with iron-red and purple foliate scrolls and swags, the sides with *indianische Blumen*, the base with a purple harbour scene, the interior gilt, 7.2cm wide; 4.3cm high (small flat rim chip, lacking cover)

£40,000 - 60,000

€47,000 - 70,000

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 75

Part of the important and elaborate gift of Meissen porcelain in 1734 from Augustus III to Queen Ulrike Eleonora of Sweden and her husband, Fredrik I, Landgrave of Hessen-Cassel, for which see Lars Ljungström, Sweden, Hesse-Cassel, and Meissen, in *Fragile Diplomacy* (2007), including a tea, coffee and chocolate service for the queen, an armorial table service for the king, as well as garnitures of vases and two snuff boxes (including the present lot). According to a list dated 1 February 1733, they are described as Two snuffboxes, one for a gentleman and one for a lady, both decorated with "landscapes and coats of arms" (quoted by Ljunström, p. 265).

Queen Ulrika Eleonora of Sweden  
Attributed to Martin Van Meytens  
© Nationalmuseum, Stockholm





59 \*

**A very rare Meissen armorial coffee and tea service with the arms of Taparelli, circa 1735-40**

Each piece painted with the arms of Taparelli, and a brown-edged palm frond and leafy branch tied with a red ribbon on the reverse, further painted with scattered *indianische Blumen*, the rims with gilt, blue and red borders of foliate scrollwork, the coffee pot with a bearded mask below the spout, the teapot with animal spout, comprising:

a coffee pot and cover;

a teapot and cover;

a rectangular tea canister and cover;

a milk jug and cover;

a sugar bowl and cover;

a slop bowl;

a teapot stand;

six single-handled beakers and saucers;

twelve teabowls and saucers;

in a later fitted case, *the coffee pot and cover*: 21cm high crossed swords marks in underglaze-blue (and in blue on the tea canister), impressed Drehers' marks for Johann Gottlob Pietzsch, Johann Gottlieb Kühnel, Caspar Meißner, Johann Christoph Schumann, Johann Christoph Pietzsch and Christian Meynert (48)

**Estimate on Request**

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 81





(Part Lot)

In an article which will be published in the journal of the Palazzo Madama of July 2013, Dr. Christina Maritano, curator of the Palazzo Madama in Turin, will describe the history of the service. Together with Dr Johanna Lessmann, she re-established the ties between the director and founder of the porcelain collections at Palazzo Madama, Emanuele Taparelli D’Azeglio (1816-1890), and this coffee and tea service with previously unknown coat of arms. A chocolate beaker from the service features in a painting painted in 1843 by Massimo d’Azeglio, the famous statesman and a meritorious painter, now kept in the Civic Gallery of Modern Art in Turin.

The service was most likely ordered as a gift for Carlo Francesco Taparelli (?-1779), Conte di Lagnasco, abbot of the Abbey of Saint Michel du Trèport in Normandie, and from 1732 Minister Plenipotentiary of the Court of Augustus II, Elector of Saxony and King of Poland at the Papal court in Rome.

It was Emanuele D’Azeglio himself who initially retraced the history of this service, and another earlier service with a marital coat of arms of the Taparelli family. He went to great lengths in his studies, even travelling to Dresden for his research. Upon his death, d’Azeglio left his extraordinary ceramics and glass collection to the Palazzo Madama, where he had been a director, but did not gift the two armorial services. They were passed on to his family and were sold at public auction in 1903.



(Detail of the first layer of the service in its case)



A flower still life by Massimo d’Azeglio showing a chocolate beaker from the service, 1843  
© Museo Civico di Torino







60 \*

**A Meissen purple-ground teabowl and saucer, circa 1735-40**

The teabowl reserved with two gilt and brown-edged shaped cartouches enclosing landscape and *Kauffahrtei* scenes, another estuary scene on the inside of the cup within two iron-red concentric circles, the saucer with a landscape scene of figures by a river, a large road sign in the foreground showing the Electoral crossed swords of Saxony, all within a brown-edged gilt scrollwork cartouche, gilt scrollwork borders to the rims, *the teabowl: 4.5cm high; the saucer: 13cm diam.*, crossed swords marks in underglaze-blue, gilt numeral 54. to both, impressed Forner's mark \* and incised / to teabowl and 6. to the saucer (2)

£3,000 - 5,000

€3,500 - 5,800

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 108





61 \*

**A Meissen purple-ground spirit-barrel, stopper and stand, circa 1738-40**

Modelled by J.J. Kaendler, the barrel moulded with gilt-edged bands, each end painted with a circular river landscape scene within a gilt scrollwork border, the top with two large and six small scenes within gilt quatrelobe panels, the aperture at one end mounted with a gilt metal tap with foliate terminals, the stopper as a child clad in vines with a teabowl and saucer balanced on his head, the stand modelled with three gilt-edged scroll feet surmounted by classical figures, one side moulded with a gilt cartouche painted with a chinoiserie landscape scene, the other two sides painted with chinoiserie vignettes, the gilt-edged top modelled with scrollwork and mounted with gilt-metal leaves applied with porcelain flowers, 42cm high (minor restoration) (3)

£30,000 - 50,000

€35,000 - 58,000

**Provenance:**

Baron von Born Collection, Budapest, sold by Rudolph Lepke's Kunst-Auctions-Haus, Berlin, 4 December 1929, lot 129

**Literature:**

Ulrich Pietsch, *Passion for Meissen* (2010), no. 95

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 his work notes. A similar model with a yellow ground and the arms of Count Brühl is illustrated by 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].





62 \*

**A Meissen teabowl and saucer, circa 1730**

The teabowl painted on each side with a European landscape scene within a gilt scrollwork cartouche filled with Böttger lustre and edged with iron-red and purple scrollwork, the saucer with a similar landscape cartouche, the rims with bands of gilt foliate scrollwork reserved with four purple landscape vignettes, the reverse of the saucer with three sprigs of *indianische Blumen*, the teabowl: 4.5cm high; the saucer: 13.4cm diam., crossed swords marks in underglaze-blue, gilt numeral 4. to both, impressed Dreher's marks \*\* (saucer) and \* (teabowl) (2)

£3,000 - 5,000

€3,500 - 5,800

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 104





63 \*

**A Meissen octagonal purple-ground cup and saucer, circa 1735**

The cup reserved with two gilt-edged quatrelobe panels enclosing landscape scenes, the saucer with a similar scene in an elaborate gilt scrollwork cartouche edged with purple scrollwork, trellis panels surmounted by a chinoiserie figure, gilt scrollwork borders to the inside rims, the scroll handle gilt, *the cup: 8cm high; saucer: 14.5cm across*, crossed swords mark in underglaze-blue, incised Formers mark // to the inside of the footrim, gold numeral 6. to both items, incised // inside footrims (2)

£6,000 - 8,000

€7,000 - 9,300

**Provenance:**

Anon. sale, Christie's London, 8 December 2003, lot 125 (part)

**Literature:**

Ulrich Pietsch, *Passion for Meissen* (2010), no. 98



64 \*

**A rare Meissen lavender-ground beaker and saucer, circa 1735-40**

The bell-shaped cup reserved with two shaped brown-edged panels painted with European landscape scenes, the saucer with a similar river scene depicting ships in the distance by a ruined tower, within iron-red concentric circles, gilt-edged rims and handle, *the beaker: 6.8cm high; the saucer: 12.5cm diam.*, crossed swords marks in blue (cup) and underglaze-blue (saucer), painted // inside footrim of saucer (2)

£3,500 - 4,500

€4,100 - 5,200

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 111



65 \*

**A rare Meissen blue-ground cup and saucer, circa 1735**

The cup reserved with a quatrelobe panel depicting a *Kauffahrtei* scene of merchants and their wares by a quayside within a gilt scrollwork border, the wishbone handle with gilt acanthus leaf terminal, the saucer with a similar cartouche embellished with gilt, iron-red and purple foliate scrollwork, gilt scrollwork borders to the rims, *cup: 5.2cm high; saucer: 12cm diam.*, crossed swords mark in underglaze-blue, impressed Former's number \* to the saucer and // to the cup (very minor wear) (2)  
£6,000 - 8,000  
€7,000 - 9,300

**Literature:**

Ulrich Pietsch, *Passion for Meissen* (2010), no. 115



66 \*

**A very rare Meissen crinoline group (*Der Herzdosenverkauf*),  
circa 1739**

Modelled by J.J. Kaendler, the lady seated in a high-backed chair holding a gilt snuff box in her right hand, the gentleman holding a heart-shaped box in his right hand, wearing an ermine-lined puce cloak, yellow-lined white cape with purple flowers, a black crinoline dress painted with *indianische Blumen*, and a gilt-edged turquoise underskirt, the gentleman wearing a red jacket with gilt frogging and black cuffs, a blue waistcoat and black breeches, the lady to the side with an open box of trinkets and snuff-boxes strapped to her front, wearing a green hat, yellow bodice, pale puce apron with *indianische Blumen* and a striped skirt, the blackamoor servant at the rear holding a cup and saucer on a tazza, wearing a yellow turban, blue jacket, iron-red skirt and black breeches with yellow boots, the base applied with leaves and flowers, 20.5cm high, crossed swords mark in underglaze-blue (some restoration)

**£60,000 - 70,000**

**€70,000 - 81,000**

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 184





67 \*

**A Meissen beaker, circa 1745**

Superbly painted with a continuous battle scene depicting cavalry attacking a camp, above two iron-red lines, gilt-edged rims, 7.5cm high, crossed swords mark in underglaze-blue, gilt P., impressed 6.

£2,500 - 3,500

€2,900 - 4,100

**Provenance:**

Anon. sale, Sotheby's London, 1 December 2003, lot 222

**Literature:**

A. d'Agliano/L. Melegati, *I Fragili Lussi* (2001), no. 59;

Ulrich Pietsch, *Passion for Meissen* (2010), no. 123



68 \*

**A Meissen octagonal teapot and cover, circa 1740**

Painted with a continuous *Kauffahrtei* scene in the manner of C.F. Herold depicting merchants and their wares by a quayside, iron-red double line border, gilt scrollwork borders to the rims, the handle embellished in gilding, 10.5cm high, crossed swords mark in blue, gilt letter H. to both, impressed 26 (2)

£8,000 - 12,000

€9,300 - 14,000

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 94





69

69

**A Meissen teacup and saucer, circa 1740-45**

The cup painted with a continuous river landscape scene with buildings and figures above iron-red lines, a similar scene to the saucer and inside the cup, gilt-edged rims, *the cup: 4.6cm high; the saucer: 13.2cm diam.*, crossed swords marks in underglaze-blue, impressed numerals, gilder's mark to both (2)

£600 - 800

€700 - 930

Provenance:

Alice and Murray Braunfeld Collection, sold Sotheby's New York, 21 May 2004, lot 205 (part)



70

70 \*

**A Meissen teabowl and saucer, circa 1740**

Painted with shadowed insects, ants and a butterfly, including two inside the teabowl, brown-edged rims, *the teabowl: 4.7cm high; the saucer: 13.5cm diam.*, crossed swords marks in underglaze-blue, impressed Former's mark 2 to the saucer (2)

£1,200 - 1,500

€1,400 - 1,700

Provenance:

With The Art Exchange, New York;

Anon. sale, Christie's New York, 18 October 2002, lot 440

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 142



71

71 \*

**A Meissen cup and saucer, circa 1740-45**

Of quatrefoil form moulded with a basketwork ground, the cup and reverse of the saucer reserved with two gilt-edged quatrelobe panels painted with figures in European landscapes, the saucer with a similar scene within iron-red concentric circles in the centre and scattered flowers, gilt-edged rims and scroll handle, *the cup: 7.8cm high; the saucer: 14cm across*, crossed swords marks in underglaze-blue (2)

£2,000 - 3,000

€2,300 - 3,500

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 119



72

72 \*

**A Meissen yellow-ground teabowl and saucer, circa 1735**

The teabowl reserved with two shaped brown-edged panels painted with *Kauffahrtei* scenes, the inside with a similar puce scene of merchants by a quayside, the saucer with a scene depicting horsemen and other figures by a stone arch within two concentric iron-red circles, gilt-edged rims, *the teabowl: 4.5cm high; the saucer: 13.1cm diam.*, crossed swords marks in underglaze-blue, impressed Former's mark \*\* to the saucer and triangle of three dots and a symbol resembling the number 4 to the inside of the rim of the cup, both with a painters mark 1. in red, (very fine haircrack to the saucer, minor wear) (2)

£2,000 - 3,000

€2,300 - 3,500

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 110

73 \*

**A pair of Meissen figures mounted on ormolu candelabra, circa 1740-45**

Modelled by J.J. Kaendler, the first with Harlequin seated playing bagpipes, wearing a grey pointed hat, tunic decorated with coloured diamond panels and playing cards, white breeches and black shoes with puce bows, the second with a seated Tyrolean lady playing a hurdy-gurdy, wearing a yellow hat, salmon-pink bodice, white apron, skirt decorated with flowers and yellow shoes, the base applied with leaves and flowers, each mounted on a later ormolu scrollwork base applied with leafy branches applied with porcelain flowers and two foliate sconces, *26cm high*, crossed swords marks in underglaze-blue to rear of bases (minor restoration and chips) (2)

**£10,000 - 15,000**

**€12,000 - 17,000**

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 190-191





74 \*

**A Meissen group of Pantalone and Columbine, circa 1741**

Modelled by J.J. Kaendler, Pantalone wearing a puce skull-cap, grey-lined black cloak, turquoise jacket, black breeches and yellow shoes, with a dagger to his left side, Columbine holding a mask, wearing a red bonnet, iron-red lined yellow cloak, puce bodice, skirt with *indianische Blumen* and iron-red shoes with yellow bows, the base applied with leaves, 16cm high, impressed 34 (some restoration)

£18,000 - 22,000

€21,000 - 26,000

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 144

This group was modelled by Kaendler in 1736 and reworked for the second time in 1741, when it is listed in his work notes for July: *‘Ein Croppgen den Pantaleon Vorstellend nebst seinen bey sich habenden Frauen Zimmer Völlig erneueret solches aufs Sauberste auspoussiret und aufs neue brauchbar gemacht, Weiln die Forme Vorhero gäntzl. Ruiniret und unbrauchbar worden’* [a group depicting Pantalone along with his female figure completely renewed and cleanly remodelled as newly made useable because the old form was completely ruined and became unusable].



75

Two extremely rare Meissen cutlery handles from the 'Christie-Miller' service, circa 1740-45

Of pistol shape, painted on each side with vignettes of figures in front of Venetian palaces and harbours within quatrefoil cartouches, and smaller puce *camaieu* panels with similar subjects reserved against brown-edged gilt scrollwork, mounted with 18th century silver gilt handle mounts and steel blades, *the handles 8cm long* (2)

£15,000 - 18,000

€17,000 - 21,000

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 90

Although not in the possession of the Christie-Miller family when the bulk of the service was sold in 1970, the decoration on these cutlery handles conforms exactly to that of the service.

76 \*

A Meissen octagonal plate from the 'Christie-Miller' service, circa 1740-45

Painted in the centre with a scene of an elegant couple by a harbour side, ships in the background and a palace on the opposite bank, within a gilt trellis border reserved with four quatrelobe panels with puce landscape vignettes, the rim with a border of gilt foliate scrollwork reserved with four polychrome quatrelobe landscape panels, 22.7cm across, crossed sword mark in underglaze-blue, impressed 22

£20,000 - 25,000

€23,000 - 29,000

Provenance:

The late S.R. Christie-Miller, sold Sotheby's London, 7 July 1970, lot 14 (part);

Anon. sale, Christie's Geneva, 17 November 1980, lot 104;

Max Hoffmann Collection, Basel, sold by Christie's London, 21 November 2005, lot 42

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 91

Exhibited:

Geneva, Musée Ariana, *Au pays de l'or blanc*, 1999

Two other octagonal plates of the service are in the Dr. Ernst Schneider Collection in the Lustheim Palace (Schommers / Grigat-Hunger 2004, nos. 103-104); another plate is in the Carabelli Collection (Pietsch 2000, no. 118); an octagonal bowl and an oval dish, the latter a gift of Horst Hoffmeister, are in the Museum for Decorative Arts in Hamburg (Lessmann 2006, p. 38). Another plate of the same size from the Hoffmeister Collection was sold in these Rooms 24 Nov 2010, lot 52.







**77 \***

**An ormolu-mounted clock mounted with a Meissen figure of a singing shepherd and sheep and a dog, circa 1750-55**

The figure modelled by J.J. Kaendler, holding a sheet of music and a crook, wearing a puce cloak over a turquoise jacket with yellow ribbons, a puce waistcoat with gilt flowers, black breeches and white shoes with blue ribbons, his tricorn under his right arm and a satchel hung on the tree-stump at the rear, a recumbent sheep at his feet, the base applied with leaves and a flower and modelled with elaborate gilt-edged scrollwork, the pierced ormolu scrollwork and rockwork base mounted with a seated dog, three recumbent sheep and one larger standing sheep, mounted with leafy branches and a scroll-edged clock case, the face with Roman and Arabic numerals, signed 'BENOIST.GERARD A PARIS', and applied with a profusion of porcelain flowers, *56cm high overall*, crossed swords mark in underglaze-blue to rear of base of shepherd (some restoration)

**£70,000 - 90,000**

**€81,000 - 100,000**

**Literature:**

Ulrich Pietsch, *Passion for Meissen* (2010), no. 192

Another example of this figure is in the Rijksmuseum, Amsterdam, published by A.L. den Blaauwen, *Meissen Porcelain in the Rijksmuseum* (2000), no. 333 (together with the companion figure).





78

78

**Four Meissen teacups and saucers, circa 1745**

Each cup painted with a continuous landscape scene depicting estuary and harbour scenes above iron-red lines, the saucers with similar scenes in concentric circles and the inside of the cups with similar scenes in purple *camaieu*, gilt-edged rims, *the cups: 4.3cm high; the saucers: 12.2cm diam.*, crossed swords marks in underglaze-blue, impressed numerals (minor wear) (8)

£1,200 - 1,800

€1,400 - 2,100

79 \*

**A Meissen figure of a girl with a pigeon, circa 1743**

Modelled by J.F. Eberlein, seated on a grassy rockwork base holding the bird on her lap, wearing a yellow hat, white bodice and apron and puce skirt with a border of flowers and foliage, the base applied with leaves and flowers, *12.5cm high*, traces of faint crossed swords mark in blue (minor restoration)

£3,000 - 5,000

€3,500 - 5,800

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 186



79



80

80

**A Meissen figure of a nymph and putto, circa 1745**

Decorated outside the factory, holding a fruit in her left hand, with a dolphin at the rear, the rectangular base painted with gilt flowers, 18cm high, crossed swords mark in underglaze-blue

£1,000 - 1,500

€1,200 - 1,700

81 \*

**A Meissen Hausmaler teabowl and saucer, the porcelain circa 1725, the decoration mid 18th century**

The reverse of the saucer and outside of the cup applied with leafy flowering branches, painted in the workshop of F.F. Mayer of Pressnitz, the saucer with a female Saint seated on a throne holding a cross and a bible inscribed 'Fides Deus', the inside of the cup with an amorous couple, gilt scrollwork borders to the rims, the teabowl: 4.5cm high; the saucer: 12.5cm diam., crossed swords marks in underglaze-blue, incised / inside footrims (2)

£1,500 - 2,000

€1,700 - 2,300

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 61



81

82 \*

A cased set of six knives and six forks, second half 19th century

Each porcelain pistol-shaped handle painted with a landscape vignette depicting an elegant couple, and flower sprigs and scattered flowers and insects, all below a purple-feathered rim, in a leather case tooled with gilt foliate scrollwork and lined with green silk, *the case: 29cm high*

£2,000 - 3,000

€2,300 - 3,500

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 182





83 \*

A Meissen nodding figure of a Chinese boy, circa 1755

Probably modelled by J.J. Kaendler, marching with the left knee upraised, wearing a leaf hat, purple-lined green cloak, white tunic with purple and gilt flowers and yellow shoes, the base applied with leaves and flowers, 23cm high, crossed swords mark in underglaze-blue to rear of base (minor restoration) (2)

£3,000 - 5,000

€3,500 - 5,800

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 148





84

84 \*

A Meissen needle-box in the form of an infant in swaddling clothes (*Wickelkind*), circa 1755-60

Wearing a little bonnet with a gold-brocade edge, the swaddling clothes in green alternating with *indianische Blumen*, mounted with a gilt-metal hinged cover, 6.8cm

£800 - 1,200

€930 - 1,400

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 129

85 \*

A Meissen pipe-stopper (*Flohbein*), circa 1738

Modelled as a lady's leg with a small puce shoe with *indianische Blumen*, her stocking decorated with black embroidery, a little flea creeping up towards her knee, the top of the stopper with a rooster and a hen, 8.5cm high

£500 - 800

€580 - 930

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 134

86 \*

A Meissen silver-gilt-mounted rectangular snuff box, circa 1760

The sides, cover and base painted with landscape vignettes with birds, the inside cover depicting pheasants, 8.8cm wide; 7.2cm deep; 4cm high

£4,500 - 5,000

€5,200 - 5,800

Provenance:

Alfred Joseph Collection, no. 1636;  
Helmut Joseph Collection, sold in these Rooms,  
3 December 2008, lot 192

Literature:

B. Beaucamp-Markowsky, *Porzellandosen des 18. Jahrhunderts* (1985), no. 137;  
B. Beaucamp-Markowsky, *Collection of 18th Century Porcelain Boxes* (1988), no. 42;  
Ulrich Pietsch, *Passion for Meissen* (2010), no. 141

Exhibited:

Rijksmuseum, Amsterdam, 1972-2003;  
Gilbert Collection, Somerset House, London,  
2003-2008



85



86

87



87 \*

A Meissen ladle, circa 1765

Moulded with a gilt-edged basketwork border to the rim and painted with scattered sprigs of flowers (*deutsche Blumen*), mounted with a turned ebonised handle, 9cm diam.

£500 - 700

€580 - 810

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 131

88 \*

A Meissen pipe head, circa 1800

After the model by J.J. Kaendler, as a woman wearing a turban edged with pearls and jewels and a pink bow at her neck, the turquoise shaft moulded with gilt-edged scrolls, mounted with a similarly jewelled hinged metal cover and animal mask with chain at the shaft, 8cm long; 6cm high

£2,000 - 3,000

€2,300 - 3,500

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 127

88





89

89

A Meissen mustard-jar spoon, circa 1765

Painted with a flower sprig on either side of the gilt-edged bowl and smaller blooms on the handle, 12cm long (gilt rim flaking)

£500 - 600

€580 - 700

Literature:

Ulrich Pietsch, *Passion for Meissen* (2010), no. 130

90

A Meissen pipe bowl, circa 1735

Painted with a miniature chinoiserie scene on a two-tier gilt scrollwork bracket, a smaller scene below flanked by purple scrollwork and a trellis panel, gilt borders to the rims, 3.5cm high (minor wear)

£1,000 - 1,500

€1,200 - 1,700

End of Sale



90



## Selected Bibliography

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- Rückert**, Rainer. Meissener Porzellan 1710-1810. München: Hirmer Verlag 1966.
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- Weber**, Julia. Meißener Porzellane mit Dekoren nach ostasiatischen Vorbildern: Stiftung Ernst Schneider in Schloss Lustheim. München: Hirmer Verlag 2013.











## 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 £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, 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 £3,000. 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 8963 2850/2852 Fax: +44 (0)20 8963 2805  
Email: [shipping@bonhams.com](mailto:shipping@bonhams.com)

## 12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

## 13. CITES REGULATIONS

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

Animal Health and Veterinary Laboratories Agency (AHVLA)  
Wildlife Licencing  
Floor 1, Zone 17, Temple Quay House  
2 The Square, Temple Quay  
BRISTOL BS1 6EB  
Tel: +44 (0) 117 372 8774

## 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](http://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](mailto: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.

<b>6</b>	<b>RESPONSIBILITY FOR THE LOT</b>		
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
<b>7</b>	<b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>		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> ;	<b>8</b>	<b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>
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> .	<b>9</b>	<b>FORGERIES</b>
		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> .
		<b>10</b>	<b>OUR LIABILITY</b>
		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](http://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](mailto: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](http://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."



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