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1793

Fine Portrait Miniatures

Thursday 30 May 2013 at 2pm
Knightsbridge, London



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Bonhams

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Inside front cover: Lot 111
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1



2



3

1

Henry Pierce Bone (British, 1779-1855), after Hans Holbein the Younger (German, c.1497-1543)

A Lady called, Catherine Howard (c. 1518-1542), wearing red dress with gold embroidery to her standing collar and white lining, multi-stranded pearl necklace, French hood with gold jeweled frontlet set with rubies and pearls, her black veil falling behind her shoulders.

Enamel, inscribed on the counter-enamel *Catherine Howard/ from a Drawing by Hol/ bein, in the Royal collecti/ on, by Henry Pierce Bone, / Enamel Painter to Her Ma/ jesty, Prince Albert &c./ Oct. 1850.*, gilt-metal mount.

Oval, 55mm (2 3/16in) high

£500 - 700

€590 - 820

US\$760 - 1,100

It is today accepted that the original drawing by Holbein in the Royal Collection (RCIN 912218) portrays an unidentified lady and not Catherine Howard, Henry VIII's fifth wife, as previously believed.

2

Henry Pierce Bone (British, 1779-1855), after Hans Holbein the Younger (German, c.1497-1543)

Henry VIII (1491-1547), King of England (1509-1547), wearing buff doublet slashed to reveal white, embroidered with gold and bearing gold and ruby buttons, small white collar, red cloak embroidered with gold at the sleeves and trimmed with fur, jeweled collar, gold pendant chain, black hat studded with pearls and matching jewels and carrying a large white plume.

Enamel, inscribed on the counter-enamel *Henry 8./ original by Holbein, col^r of Visc.^r / Dillon Ditchley, Oxon. Painted/ by Henry Pierce Bone, Enamel/ Painter to Her Majesty, HRH/ Prince Albert. &c &c./ July 1850.*, gilt-metal mount.

Octagonal, 91mm (3 9/16in) high

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800

According to the artist's inscription on the counter-enamel, the present lot derives from the Ditchley portrait of Henry VIII, commissioned by Sir Henry Lee, KG (1533-1611) to decorate his newly built long gallery at Ditchley, his residence in Oxfordshire. Sir Henry Lee began working at the court of Henry VIII when he was just fourteen years of age.

His career at court was long and prosperous, serving 'five succeeding princes' including Elizabeth I, to whom he became Queen's Champion, Master of the Armoury and Master of the Leash. When the present lot was conceived by Pierce Bone in 1850, the full-scale portrait remained at Ditchley in the collection of Harold Arthur Lee-Dillon, 17th Viscount Dillon CH FBA (1844-1932). It was later sold at Sotheby's, London on 24 May 1933 (lot 53) and at Sotheby's, London again on 16 July 1952 (lot 45). The Ditchley portrait is one of only seven extant full-length portraits of the king, painted after Holbein's celebrated mural at Whitehall Palace, which was completed in 1537 and destroyed by fire in 1698. All other versions after Holbein convey three-quarter, half- or bust-length images of the king.

3

Henry Pierce Bone (British, 1779-1855)

A Lady called Anne of Cleves (1515-1557), wearing red dress with gold embroidery, white lace slip, blue ermine trimmed cloak, pearl necklace and matching pendant earring, her hair upswept underneath a blue velvet hat dressed with white plumes (cracked).

Enamel, inscribed on the counter-enamel *Anne of Cleves/ ori. by Ber Van Orlay/ col. of Earl Spencer. Paint/ by Henry P. Bone. En/ Painter to Her Majesty/ Prince Albert. & c./ Sep^r 1850.*, gilt-metal mount.

Oval, 55mm (2 3/16in) high

£500 - 700

€590 - 820

US\$760 - 1,100

The present lot is a copy of the slightly smaller, circular enamel that Pierce Bone created for Queen Victoria in 1843 (Royal Collection, RCIN 421709). A pencil annotation by the miniature's entry in the Enamels inventory, states that the identification of the sitter is incorrect (see, V. Remington, *Victorian Miniatures in the Collection of Her Majesty The Queen*, 2010, vol. I, p.88, no.131). The identification was based on some prose to the reverse of the original oil portrait at Althorp, formerly attributed to Bernard van Orley (c. 1488-1541/2) and since re-attributed to the Flemish School. Another enamel version by Pierce Bone resides at Madresfield Court in Worcestershire (Remington, p.89).



4

4

Florentine School, circa 1600

A Lady, wearing black dress with dark red bodice and white lace slip, white reticella collar, her multi-stranded pearl necklace secured at her décolleté with a jeweled brooch, pearl pendant earring, her curling red hair upswept and dressed with crimson ribbon.

Gold frame.

Oval, 47mm (1 7/8in) high

£1,000 - 1,500

€1,200 - 1,800

US\$1,500 - 2,300

5

George Perfect Harding (British, born circa 1780-1853), after Paul van Somer (Flemish, 1576-1621)

Queen Anne of Denmark (1574-1619), Queen Consort of England and Ireland (1603-1619), wearing white dress embroidered with gold, her sleeves slashed to reveal red, white lace inset, neckline set with pearls and pinned to her bodice with a jeweled cross, embroidered fan-shaped ruff adorned with the crowned 'S', referring to her mother, Sophia of Mecklenburg and the crowned 'C4' to her brother, Christian IV of Denmark (1577-1648), pearl necklace and matching earring, her hair upswept and elaborately dressed with pearls and a cross-bow jewel. Watercolour on card, signed on the obverse *G P Harding*, rectangular papier-mâché frame.

Rectangular, 134mm (5 1/4in) high

£500 - 700

€590 - 820

US\$760 - 1,100



5

A bust-length copy of the original portrait by van Somer, painted c.1617 (National Portrait Gallery, London, Acq. no.NPG 127) is currently on show at the V&A Museum ('Treasures of the Royal Courts') and a full-length copy forms part of the Royal Collection (Inv. no.RCIN 401177). Paul van Somer worked in Amsterdam, Leiden, the Hague and Brussels before settling in London by December 1616. Whilst his working life in England would only last five years, he obtained commissions from the most elite of court patrons upon his arrival. He was responsible for two of the best known portraits of Anne, the other being his 1617 portrait in which the Queen, portrayed full-length, is dressed in hunting attire with her horse and hounds before Oatlands Palace (Royal Collection, Inv. no.RCIN 405887). An oval portrait miniature of the Queen by Isaac Oliver (Royal Collection, Inv. no.RCIN 420041), depicts her wearing the same two cipher jewels. According to Graham Reynolds, this miniature was probably painted shortly after the Queen received the crowned C4 jewel from her brother in 1611 (G. Reynolds, *The Sixteenth and Seventeenth-Century Miniatures in the Collection of Her Majesty the Queen*, 1999, p.90-91, ill.pl.53).

The second child and eldest daughter of Frederick II of Denmark (1534-1588) and Queen Consort to James VI of Scotland and I of England and Ireland (1566-1625), Anne was known for her love of dance, music, plays and pageants, activities often frowned upon in Presbyterian Scotland but given a vibrant outlet in Jacobean London. This environment enabled Anne to create a culturally rich climate at court and news of the lavish masques she commissioned spread quickly. Anne's additional patronage of the artists, Paul van Somer, Isaac Oliver and Daniel Mytens enabled English portraiture to evolve and English tastes to be established. It was under her eye and dedication that the Royal Collection began to expand once more; a legacy that her son, Charles I (1600-1649) would later inherit and expand throughout his reign.

6

David des Granges (British, circa 1611-1671)

A Nobleman, wearing black embroidered doublet slashed to reveal white chemise, white lace ruff.

Signed on the obverse *D/ DG*, gilt-metal frame with pierced spiral cresting.

Oval, 31mm (1 1/4in) high

Provenance: The Fine Art Society, 1892, 20gns; Bonhams, London, *The Charles E. Lees Collection*, 20 November 1997, lot 19.

Exhibited: The Fine Art Society, 1892, no.157.

£3,000 - 5,000

€3,500 - 5,900

US\$4,600 - 7,600



6

7

English School, circa 1650

A Gentleman, wearing brown doublet and white lawn collar edged with lace, his natural hair falling to his shoulders.

Watercolour on card, gilt-metal frame.

Oval, 12mm (1/2in) high

£500 - 700

€590 - 820

US\$760 - 1,100



7

8

Circle of Thomas Flatman (British, 1637-1688)

A Gentleman, wearing black doublet and white lawn collar edged with lace, his natural hair falling to his shoulders.

Ebonised and turned wood frame.

Oval, 41mm (1 5/8in) high

£500 - 700

€590 - 820

US\$760 - 1,100



8



9

9

English School, Late 18th Century

Oliver Cromwell (1599-1658), Lord Protector of England (1653-1658), wearing gold studded armour with buff trim and white lawn collar with lace border.

Watercolour on card, turned wood frame, the reverse inscribed *This belongs to/ my son Tom/ T D.*

Oval, 75mm (2 15/16in) high

Provenance: Thomas Dawson, 1st Baron Cremorne, 1st Viscount Cremorne and Baron Dartrey, MP (1725-1813) and thence by descent; Bonhams, London, 22 November 2006, lot 24.

£500 - 700

€590 - 820

US\$760 - 1,100

The inscription to the reverse of the frame is believed to refer to Thomas Dawson (1771-1787), son of Thomas Dawson, 1st Baron Cremorne, 1st Viscount Cremorne and Baron Dartrey, MP (1725-1813) and his second wife, Philadelphia Hannah Freame (1740-1826). Thomas Dawson Sr died on 1 March 1813 without surviving issue and as such, the Viscountancy of Cremorne and the Barony of Dartrey became extinct. His great-grandfather, Richard Dawson, was a Cornet in Cromwell's Cavalry.



10

10

Thomas Forster (British, 1677-1713)

Lady Hudson, wearing loose robes beneath a mantle draped over her right shoulder, her hair partially upswept and falling behind her neck. Plumbago, signed on the obverse *TForster/ Delin/ 1697*, inscribed on the reverse *Sir Ch. Hudson's/ first Wife/ 169..*, ebonised turned wood frame with gilded inner border.

Oval, 107mm (4 3/16in) high

Provenance: Bonhams, London, 25 March 1997, lot 8.

£600 - 800

€710 - 940

US\$920 - 1,200



11

11*

Circle of Benjamin Arlaud (Swiss, circa 1670-after 1731)

James Ogilvy, 4th Earl of Findlater and 1st Earl of Seafield KT PC (1663-1730), wearing white lace jabot and black cloak decorated with gold bands, his natural wig worn long.

Watercolour on card, gilt-mounted within rectangular papier-mâché frame, inscribed to the reverse *This quaint portrait has an additional/ interest in the fact that though there are many/ Pictures in oil by Sir Peter Lely a miniature/ drawing is very scarce/ E.L.W Princes Gate S.W.*

Oval, 82mm (3 1/4in) high

£500 - 700

€590 - 820

US\$760 - 1,100

James was the eldest son of James Ogilvy, 3rd Earl of Findlater (d.1711) and his first wife, Lady Anne Montgomerie (d.1687). In 1687, James married Anne Dunbar (b. circa 1672-1708), the daughter of Sir William Dunbar, 7th Earl of Eglinton and Janet Brodie. The union saw the birth of five children: James, 5th Earl of Findlater and 2nd Earl of Seafield (d.1764), George (d.1732), Elizabeth (1692-1778), Janet (b. circa 1695-1720) and William (b.1699).



12



13



14

James was a Scottish politician, acting as Commissioner to the Parliament of Scotland for Banffshire (1681-1682; 1689-1695) and Lord Chancellor of Scotland (1702-1705; 1705-1708). In 1707, James became a member of the British Privy Council. Initially, James had been a proponent of the Union but by 1713 he no longer championed the prospect of a single crown for both Scotland and England, instead advocating for its repeal. His main grievance focused on the application of the malt tax to Scotland, but he also cited the abolition of the Scottish privy council, the extension of English treason legislation to Scotland, and the bar on Scottish peers' being peers of Great Britain. His motion was defeated by only four votes, a telling indication of the state of the Union at that particular time. In November 1713 he was reappointed Lord Chancellor, and he became Keeper of the Great Seal of Scotland shortly afterwards.

12

Follower of Sir Godfrey Kneller (British, 1646-1723)

A Lady, wearing blue robe and white chemise, her brown hair partially upswept and falling over her left shoulder.

Oil on copper, gilt-metal frame with pierced spiral cresting.

Oval, 65mm (2 9/16in) high

£600 - 800

€710 - 940

US\$920 - 1,200

13^Y

Circle of Christian Richter (Swedish, 1678-1732)

A Young Girl, wearing a crimson mantle over her white chemise, her dark hair worn short.

Turned wood frame.

Oval, 69mm (2 11/16in) high

£600 - 800

€710 - 940

US\$920 - 1,200

14^Y

Christian Richter (Swedish, 1678-1732)

A Lady, wearing pink robe over her open white chemise, holding a blue mantle in her right hand, her hair partially upswept and falling over her shoulders.

Gilt-metal mount with pierced spiral cresting.

Oval, 75mm (2 15/16in) high

£500 - 700

€590 - 820

US\$760 - 1,100



15

15^Y

Follower of Jan Kupecký (Czech , 1667-1740), 18th Century

Prince Eugène of Savoy (1663-1736), standing in a landscape and wearing suit of armour, leopard-fur lined blue mantle draped over his right shoulder, his left hand placed on his helmet, encampment and cannons beyond.

Gilt-metal frame with *rocaille* border and ormolu slip.

Rectangular, 90mm (3 9/16in) high

£500 - 700

€590 - 820

US\$760 - 1,100

The present lot can be compared with Jan Kupecký's portrait of c.1717 (Heeresgeschichtliches Museum, Vienna) and an earlier portrait by David Richter I (1662-1735) that was reproduced in mezzotint by John Smith (1652-1743) in 1706 (National Portrait Gallery, London, Acq. no.NPG D11547).

Prince Eugène of Savoy was the youngest son of Eugène Maurice (1657-1702), Count of Soissons, Count of Dreux, and Prince of Savoy, and Olympia Mancini (1639-1708). After King Louis XIV (1638-1715) refused the Prince's request to join the French army on the grounds that he had been born with a poor physique, the Prince joined the Hapsburg army of Holy Roman Emperor Leopold I (1640-1705). Eugène was first recognized by the Emperor for his skill on the battlefield after the Siege of Vienna in 1683. During the Nine Year's War with France he was promoted to Field Marshal (1693). Eugène continued to distinguish himself as a military commander in confrontations with his native France, notably the War of the Spanish Succession (1701-14), in which he allied himself with British general John Churchill, First Duke of Marlborough (1650-1722). He also garnered recognition in the Austro-Turkish War of 1716-18, which pushed the Ottomans back into the Balkans and temporarily delivered the fortress town of Belgrade into Austrian hands.

Although remembered today mostly for his success as a military commander, Eugène was also a great patron of the arts. He commissioned several Baroque masterpieces including the Belvedere, the Stadtpalais, and the expansion of the Schloss Hof. He also amassed a great collection of Dutch, Flemish and Italian art and a library containing over 15,000 books.



16

16^Y

After Martin van Meytens II, 18th Century

Prince Karl Alexander of Lorraine and Bar (1712-1780), wearing breastplate and white coat with large vermillion cuffs embroidered with gold, white lace chemise and stock, his vermillion cloak lined with ermine and secured around his shoulders with an iron clasp, the Order of the Golden Fleece on a vermillion sash ribbon suspended from his neck, his brown striped sash tied around his waist, the end of his powdered wig tied in a loop at his left shoulder, his baton in his right hand.

Gilt-metal frame.

Rectangular, 62mm (2 7/16in) high

£500 - 700

€590 - 820

US\$760 - 1,100

The present lot is a copy after Martin van Meytens' (Swedish, 1695-1770) 1743 oil portrait of the Prince, of which three versions are known to exist (R. Keil, *Die Portraitminiaturen des Hauses Habsburg*, 1999, p.56). Jean Étienne Liotard (Swiss, 1702-1789) copied the portrait in pastel in 1744 (Weimar, Germany). An oval portrait miniature after Meytens was exhibited at Wien in 1905 and forms part of the collection at Wiener Hofburg (Keil, p.56, ill.fig.69).

A rectangular miniature of a 'Field Marshall', previously identified as Charles II of Spain was exhibited at the same 1905 exhibition but this identification has since come into question (Keil, p.228, ill.fig.511). The sitter's likeness is far closer to Karl Alexander of Lorraine than Charles II.

Prince Karl Alexander was the youngest son of Leopold Joseph, Duke of Lorraine (1679-1729), and Elisabeth Charlotte d'Orleans (1676-1744). His brother, Francis Stephen, married Archduchess Maria Theresa of Austria and eventually became Francis I, Holy Roman Emperor in 1745.

Karl Alexander was destined for a military career, but today he is most remembered for his defeat on the battlefields of Europe. He became an officer and served in the campaigns against Turkish forces in 1737 and 1738. In 1740, at the outbreak of the War of the Austrian Succession, he was made a Field Marshall. He was defeated by Frederick the Great, King of Prussia at the Battle of Chotusitz in 1742 and again at the Battle of Hohenfriedberg in 1745. During the Seven Years' War he faced Frederick the Great and his forces again, first at the Battle of Prague and then at the Battle of Leuthen. After a major loss for the Austrians, Maria Theresa stripped her brother-in-law of his rank, forcing him to retire from the Imperial army.

In January 1744 the Duke of Lorraine married Archduchess Marie Anna, the only sister of Maria Theresa. Unfortunately Marie Anna died shortly afterwards and he never remarried. Through the union the couple were created Governor-Generals of the Austrian Netherlands. After his career in the military terminated, he settled in Brussels, where he focused on improving the economy and promoting the arts. Karl Alexander died without an heir on 4 July 1780.



17

17

James Ferguson (Scottish, 1710-1776)

A Lady, wearing dress, her white lace-edged fichu secured at her bodice with a black ribbon bow, her matching bonnet tied beneath her chin with black ribbon.

Plumbago, turned wood frame, the reverse inscribed 1746/ *Ætat: 30.*

Oval, 58mm (2 5/16in) high

£600 - 800

€710 - 940

US\$920 - 1,200

18

Circle of Carl Gustav Klingstedt (Swedish, 1657-1734)

A Lady and a Harlequin, the former wearing ultramarine blue dress, edged with gold, her sleeves slashed to reveal white, a red ribbon bow tied around her left arm, three-tiered white ruff, her hair upswept beneath a crimson cap dressed with three plumes, a pair of cherries in her right hand, a tiny bird perched on her left; the latter, wearing diamond chequered costume with frilled white ruff and black cap.

Watercolour on vellum, gilt-metal mount.

Oval, 78mm (3 1/16in) wide

£600 - 800

€710 - 940

US\$920 - 1,200



18



19



20



21



22

19

Christian Friedrich Zincke (German, circa 1683-1767)

A Lady, wearing white dress and lace trim, her brown hair partially upswept and falling over her right shoulder.

Enamel, gold frame with pierced ribbon cresting, the reverse glazed to reveal fabric.

Oval, 43mm (1 11/16in) high

£500 - 700

€590 - 820

US\$760 - 1,100

20

Christian Friedrich Zincke (German, circa 1683-1767)

A Gentleman, wearing blue coat, white chemise, stock and lace cravat, his long powdered wig falling to his shoulders.

Enamel, gilt-metal frame.

Oval, 45mm (1 3/4in) high

£600 - 800

€710 - 940

US\$920 - 1,200

21

Gervase Spencer (British, circa 1715-1763)

A Young Girl, wearing blue dress with white lace trim and matching cap.

Enamel, signed on the obverse and dated *G S/ 1758*, gilt-metal frame with border of pierced gilt-wire and beads.

Oval, 24mm (15/16in) high

£500 - 700

€590 - 820

US\$760 - 1,100

22

Samuel Cotes (British, 1734-1818)

A Lady, wearing blue dress with laced bodice, slashed to reveal white chemise with double-tiered lace collar, matching blue ribbon choker and earring, her hair upswept and dressed with blue ribbon.

Enamel, signed on the obverse *S. C.*, gold frame.

Oval, 44mm (1 3/4in) high

£1,000 - 1,500

€1,200 - 1,800

US\$1,500 - 2,300

23

Jean André Rouquet (Swiss, 1701-1758)

A Gentleman, wearing blue coat with red facings embroidered with gold, white frilled chemise and black stock, his natural wig worn *en queue* and tied with a black ribbon bow.

Enamel, gilt-metal frame with pierced ribbon cresting, engraved on the reverse 23.

Oval, 43mm (1 11/16in) high

£700 - 900

€820 - 1,100

US\$1,100 - 1,400



23

24

Charles Boit (Swedish, 1663-1727)

A Gentleman, wearing blue coat edged with gold, white chemise, stock and lace cravat, his natural hair worn *en queue* and tied with a black ribbon bow.

Enamel, gilt-metal frame.

Oval, 43mm (1 11/16in) high

£1,200 - 1,800

€1,400 - 2,100

US\$1,800 - 2,700



24

25

Jean André Rouquet (Swiss, 1701-1758)

A Gentleman, wearing blue coat embroidered with gold and lined with red, white chemise, stock and cravat, his powdered wig worn *en queue*.

Enamel, gilt-metal frame.

Oval, 44mm (1 3/4in) high

£700 - 900

€820 - 1,100

US\$1,100 - 1,400



25



27



26



29



28

26*Y

Peter Paul Lens (British, 1714-1750)

A Lady, wearing blue robe edged with ermine over her white lace chemise, pearl choker, her brown hair upswept beneath a white silk veil. Signed on the obverse *PLens*, ebonised turned wood frame.

Oval, 45mm (1 3/4in) high

£500 - 700

€590 - 820

US\$760 - 1,100

27Y

Gervase Spencer (British, circa 1715-1763)

A Gentleman, wearing blue coat, white chemise and lace cravat, black tied stock, his natural hair worn *en queue* and tied with a black ribbon bow.

Signed on the obverse and dated *GSI* 1758, gold *fausse-montre* frame.

Oval, 44mm (1 3/4in) high

£1,000 - 1,500

€1,200 - 1,800

US\$1,500 - 2,300

28Y

Samuel Collins (British, circa 1735-1768)

Frances Eyre née Foyle, wearing blue dress with sleeves slashed to reveal white and embroidered collar, her brown hair partially upswept and falling over her right shoulder.

Signed on the obverse and dated *S/C/* 1756, gold frame.

Oval, 44mm (1 3/4in) high

£1,000 - 1,500

€1,200 - 1,800

US\$1,500 - 2,300

29

François Xavier Vispré (French, circa 1730-1794)

A Gentleman, wearing black coat and waistcoat decorated with gold embroidery, the latter edged with ermine, white chemise, his brown hair curling beneath a black hat, dressed with a pearl border and a white plume.

Signed on the obverse and dated *HVI* 1760, gilt-metal frame.

Oval, 46mm (1 13/16in) high

Provenance: With Dr. F. Lappin in 1987.

Literature: D. Foskett, *Miniatures Dictionary and Guide*, 1987, ill.p.195, pl.45H.

£500 - 700

€590 - 820

US\$760 - 1,100



31



30



32



33

30^Y

Nathaniel Hone (Irish, 1718-1784)

A Gentleman, wearing violet coat edged with gold, matching waistcoat, white chemise, stock and frilled cravat, his powdered wig worn *en queue* and tied with a black ribbon bow.

Signed on the obverse in monogram and dated *NH/ 1763*, pierced ormolu frame with architectural cresting.

Oval, 39mm (1 9/16in) high

Provenance: Christie's, London, 25 November 1980, lot 101.

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800

31^Y

Nathaniel Hone (Irish, 1718-1784)

Lady Georgiana Caroline Clavering-Cowper née Carteret (1716-1780), 2nd Countess Cowper, wearing turquoise cloak edged with ermine, white fichu, turquoise pendant earring, her powdered hair upswept beneath a white lace cap, dressed with matching blue ribbons tied in a bow beneath her chin.

Signed on the obverse and dated *NH/ 1764*, gold bracelet clasp frame engraved with bright-cut border to the rim and foliate swags to the reverse.

Oval, 35mm (1 3/8in) high

Provenance: Christie's, London, 27 November 1979, lot 81.

£700 - 900

€820 - 1,100

US\$1,100 - 1,400

Georgiana was the youngest daughter of John Carteret (1690-1763), 2nd Earl Granville and his first wife, Frances Worsley (1694-1743). Georgiana married firstly, in 1733, the Honourable John Spencer (1708-1746) and secondly, in 1750, William Clavering-Cowper (1709-1764), 2nd Earl Cowper. Georgiana had two children by her first husband: John Spencer (1734-1783), 1st Earl Spencer and Lady Diana Spencer (1735-1743).

32^Y

Luke Sullivan (Irish, 1705-1771)

A Gentleman, wearing vermillion coat edged with gold braiding, dark green waistcoat embellished with gold embroidery, white chemise, stock and lace cravat, his hair worn *en queue* and tied with a black ribbon bow. Signed on the obverse in monogram and dated *LS/ 1763*, gold bracelet clasp mount.

Oval, 32mm (1 1/4in) high

Provenance: Sotheby's, London, 4 October 1982, lot 61.

£700 - 900

€820 - 1,100

US\$1,100 - 1,400

33^Y

Luke Sullivan (Irish, 1705-1771)

A Lady, wearing green dress embellished with dark blue ribbons and white lace collar, multi-stranded pearl choker tied with a blue ribbon behind her neck, matching earrings, her hair upswept beneath a white lace mob cap dressed with matching blue ribbon.

Signed on the obverse with the artist's monogram and dated *LS/ 1765*, gold frame.

Oval, 47mm (1 7/8in) high

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800



35



34



36

34^Y

Circle of Nathaniel Hone (Irish, 1718-1784)

A Young Gentleman, wearing ivory coat and scarlet waistcoat with gold edged button holes, white chemise, stock and cravat, his dark hair worn *en queue*.

Gilt-metal bracelet clasp mount, the reverse engraved with monogram and dated *JG/ 1767*.

Oval, 35mm (1 3/8in) high

£500 - 700

€590 - 820

US\$760 - 1,100

36^Y

Samuel Cotes (British, 1734-1818)

A Young Boy, wearing turquoise coat with gold lace, white chemise with frilled collar, black ribbon neck tie and mauve cloak draped over his shoulders, his blonde hair worn short.

Signed on the obverse and dated *S C/ 1764*, silver-gilt frame with paste diamond border, the reverse of blue glass.

Oval, 36mm (1 7/16in) high

£2,000 - 3,000

€2,300 - 3,500

US\$3,100 - 4,600

35^Y

English School, circa 1770

A Boy, wearing mauve coat with crimson collar and matching waistcoat, white lace chemise and purple ribbon tie, his natural hair worn short.

Gold frame with border of paste rubies and diamonds to the obverse, brooch pin attachment to the reverse.

Oval, 37mm (1 7/16in) high

£500 - 700

€590 - 820

US\$760 - 1,100

37^Y

Ozias Humphry, RA (British, 1742-1810), after Pompeo Girolamo Batoni (Italian, 1708-1787)

John Stuart, 1st Marquess of Bute, PC, FRS (1744-1814), wearing pink embroidered coat and matching waistcoat, white frilled chemise and black tied stock, his powdered wig worn *en queue* and tied with a black ribbon bow.

Gilt-metal frame.

Oval, 46mm (1 13/16in) high

£500 - 700

€590 - 820

US\$760 - 1,100

The original oil portrait painted by Batoni in 1767 forms part of the Bute collection held at Mount Stuart. John Stuart was on his Grand Tour in Italy at the time of the portrait's conception. He was the eldest son of John Stuart, 3rd Earl of Bute, PM (1713-1792) and his wife, Mary Wortley Montagu (1718-1794).

Stuart was elected to Parliament as a Tory MP in 1766. During the same year, he married Charlotte Jane Hickman Windsor (1746-1800), daughter of Herbert Hickman Windsor, 2nd Viscount Windsor and Baron Mountjoy (bap. 1707-d. 1758) and Alice Clavering (bap. 1705-d. 1776) at St. John's Chapel in Hanover Square. Of their nine children, four sons and one daughter survived infancy.

Following the deaths of Charlotte's parents, the Windsor estates in south Wales passed to Stuart, including Cardiff Castle, which he restored. He was created Baron Cardiff in 1776 and succeeded his father as 4th Earl of Bute in 1792. Four years later, he was created Viscount Mountjoy, Earl of Windsor and 1st Marquess of Bute. He served as an envoy in Turin for three years from 1779 and was later appointed British Ambassador to Spain in 1783.

In 1798, Bute renounced diplomacy but returned to join the Prince of Wales as one of his Councillors of State in 1800. His wife died suddenly of apoplexy on 28 January 1800. Nine months later, Bute married Frances Coutts (1772/3-1832), daughter of the banker, Thomas Coutts and his first wife, Susan Starkie. The couple had one son and a daughter. Bute died at Geneva on 16 November 1814 and was buried on 20 December in the Bute vault at Roath, Cardiff. His grandson, John Crichton-Stuart (1793-1848) inherited his title upon his death.



37

38^Y

Ozias Humphry, RA (British, 1742-1810)

A Lady, wearing purple dress, her white lace fichu secured at her corsage with blue ribbon and a single pink rose, her dark hair upswept beneath a white lace cap dressed with a matching blue ribbon bow.

Gold frame with brooch pin attachment to the reverse.

Oval, 52mm (2 1/16in) high

£600 - 800

€710 - 940

US\$920 - 1,200



38



39

39^Y

Ozias Humphry, RA (British, 1742-1810)

A Lady, wearing blue dress, white lace chemise and pearl choker, her hair partially upswept and falling over her left shoulder, dressed with strands of ribbon and pearls beneath a striped handkerchief.

Gold bracelet clasp mount.

Oval, 41mm (1 5/8in) high

£700 - 900

€820 - 1,100

US\$1,100 - 1,400



40

40^Y

Richard Crosse (British, 1742-1810)

A Lady, wearing turquoise dress over her white lace chemise, her hair loosely plaited, upswept and curled into rolls behind her neck.

Gold frame.

Oval, 49mm (1 15/16in) high

£1,500 - 2,000

€1,800 - 2,300

US\$2,300 - 3,100



41



42



42

41^Y

Samuel Cotes (British, 1734-1818)

A Gentleman, wearing crimson coat, white stock and lace cravat, his powdered wig worn *en queue* and tied with a black ribbon bow. Gold bracelet clasp mount with border of seed pearls, brooch pin attachment to the reverse.

Oval, 38mm (1 1/2in) high

£600 - 800

€710 - 940

US\$920 - 1,200

42^Y

Samuel Cotes (British, 1734-1818)

A Gentleman and a Lady called, Mr and Mrs John Whitelock: the former, wearing plum coat with pale green lining and matching waistcoat, frilled white chemise and stock, his powdered wig worn *en queue*; the latter, wearing turquoise blue dress with lace trim, matching ribbon necktie, pearl earring, her hair upswept beneath a white lace cap and tied beneath her chin.

Signed on the obverse with the artist's initials and dated SC/ 1772, gold frames.

Oval, 55mm (2 3/16in) high (2)

£2,000 - 3,000

€2,300 - 3,500

US\$3,100 - 4,600



43

43^Y

Abraham Daniel (British, died 1806)

A Gentleman, wearing blue coat, white waistcoat, frilled chemise, stock and cravat, his hair powdered.

Gold frame, the reverse of blue glass.

Oval, 45mm (1 3/4in) high

£700 - 900

€820 - 1,100

US\$1,100 - 1,400



44

44^Y

Richard Bull (Irish, 1769-1809)

A Gentleman, wearing green coat with black collar edged with gold, white stock and frilled cravat, his hair powdered and worn *en queue*.

Signed on the obverse and dated *R. Bull/ 1780*, gold frame, the reverse engraved with bright-cut border and a ribbon bow.

Oval, 55mm (2 3/16in) high

£600 - 800

€710 - 940

US\$920 - 1,200



45

45^Y

Henry Edridge (British, 1769-1821)

A Gentleman, called W. Walker Esq, wearing blue coat, yellow waistcoat, white frilled chemise and stock, his powdered hair worn *en queue* and tied with a black ribbon bow.

Signed on the obverse with the artist's monogram *HE*, gilt-metal mount.

Oval, 45mm (1 3/4in) high

£600 - 800

€710 - 940

US\$920 - 1,200



46



47



48



49

46^Y

Circle of Philip Jean (British, 1755-1802)

Lieutenant Henry Follett (d.1805), wearing dark grey coat, cream waistcoat and frilled white chemise, stock and cravat, his hair powdered and tied with a black ribbon bow.

Gold frame, the reverse engraved *Lieut Henry Follett/ HMSBOADICEA/ KILLED/ BATTLE TRAFALGAR/ 1805*.

Oval, 44mm (1 3/4in) high

Provenance: With Mrs William G. Hibbard in 1908; Bonhams, London, 5 July 2005, lot 216.

Exhibited: The Art Institute of Chicago, *Art Crafts Exhibition*, 8 - 22 December 1908, no.15.

£500 - 700

€590 - 820

US\$760 - 1,100

HMS 'Boadicea' formed part of a batch of large frigates ordered in 1795. She was a fifth rate, 38-gun ship and was launched in 1797. HMS 'Boadicea' served in the Channel and in the East Indies, capturing a number of vessels during this time.

On 19 April 1805 Boadicea captured the 'Zeldenrust' and on 13 June, she captured the 'Yonge Obyna' with assistance from HMS 'Penelope' and HMS 'Moselle'. Next, in company with HMS 'Dryad', 'Boadicea' encountered four French line-of-battle ships under the command of Rear-Admiral Pierre Dumanoir le Pelley (1770-1829), off the coast of Ferrol. HMS 'Boadicea' and 'Dryad' tried to lead the enemy into the path of a Royal Navy squadron by firing rockets but lost them after Sir Richard Strachan, 6th Bt. GCB (1760-1828) saw their signals. All four French vessels were later captured in the Battle of Cape Ortegal.

Boadicea underwent a repair at Chatham dockyards between December 1829 and early 1830 at a cost of 10,027. She saw harbour service in 1854 before being broken up at Chatham on 22 May 1858.

47^Y

Richard Cosway, R.A. (British, 1742-1821)

A Gentleman, wearing vermillion coat, white waistcoat, frilled chemise, stock and knotted cravat, his wig powdered and worn *en queue*.

Gilt-metal locket frame, the reverse with border of blue glass surrounding an oval gilt-mounted aperture, glazed to reveal an ivory plaque set with gilt-wire and strands of hair arranged to resemble a feather with painted fluttering ribbons to either side of the stem.

Oval, 41mm (1 5/8in) high

£1,000 - 1,500

€1,200 - 1,800

US\$1,500 - 2,300

48^Y

Thomas Hull (British, active 1775-1827)

A Gentleman, wearing black coat, white waistcoat, frilled chemise, stock and cravat, his powdered wig worn *en queue*.

Signed on the obverse *Hull*, gold bracelet clasp mount, the reverse engraved *Love one Another*.

Oval, 45mm (1 3/4in) high

£500 - 700

€590 - 820

US\$760 - 1,100

49^Y

Circle of Philip Jean (British, 1755-1802)

A Gentleman called, Colonel Francis Leonard Mason, wearing burgundy jacket, white waistcoat, frilled chemise, stock and cravat, his powdered wig worn *en queue*.

Inscribed to the reverse (*J Celine*)/ *Col. Francis Leonard/ Mason-/ E. B.*, gilt-metal frame.

Oval, 35mm (1 3/8in) high

Provenance: Bonhams, London, 28 June 2005, lot 94.

£500 - 700

€590 - 820

US\$760 - 1,100



50



51



52

50^Y

Nathaniel Plimer (British, 1751-1822)

A Lady, wearing white dress with frilled double tier collar and fichu tied in a ribbon bow at her *décolleté*, her powdered wig worn *à la conseiller*.

Signed on the obverse and dated *NPI 1788*, gold frame.

Oval, 42mm (1 5/8in) high

£1,500 - 2,500

€1,800 - 2,900

US\$2,300 - 3,800

51^Y

Circle of Lewis Vaslet (of Bath) (British, 1770-1808)

A Lady, seated in a landscape, her left arm resting on a basket of fruit and wearing brown skirt, her blue bodice laced over a white chemise, her fichu tied loosely about her *décolleté* and her natural wig worn *à la conseiller* beneath a lace bonnet and straw hat dressed with blue ribbon and pink roses.

Gilt-metal mount.

Oval, 78mm (3 1/16in) high

£500 - 700

€590 - 820

US\$760 - 1,100

52^Y

Antoine Vestier (French, 1740-1824)

Marie Adélaïde de Montholon, Comtesse de Narbonne (1767-1848), wearing blue dress with a ribbon bow at her corsage, frilled white collar, her wig powdered.

Ormolu frame, paper label to the reverse inscribed *Comtesse de Narbonne*.

Oval, 41mm (1 5/8in) high

£1,000 - 1,500

€1,200 - 1,800

US\$1,500 - 2,300

Marie Adélaïde was born in Mâcon, Burgundy on 16 October 1767, the daughter of Nicolas de Montholon (1736-1809) and Marguerite Fournier de la Chapelle. On 16 April 1782, she married Louis Marie Jacques Amalric, Comte de Narbonne-Lara (1755-1813), the illegitimate son of Louis XV (1710-1774) and his mistress Françoise de Chalus (1734-1821). The couple had two children, Louise Amable (1786-1849) and Marie Adélaïde Charlotte (1790-1856). Through her marriage to Amalric, Marie Adélaïde became an aunt to Louis XVI (1754-1793) and attended his court at Versailles prior to the Revolution before fleeing France with her daughters. As a French soldier and diplomat, Amalric became a royalist hero and died of typhus at Torgau in 1813. The Comtesse died on 9 January 1848.

53^Y

Richard Cosway, R.A. (British, 1742-1821)

A Gentleman, wearing grey coat, white chemise, stock and lace cravat, his powdered wig worn *en queue* and tied with a black ribbon bow. Gilt-metal bracelet clasp mount with border of diamonds to the obverse.

Oval, 35mm (1 3/8in) high

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800



53

54^Y

John Smart (British, 1742-1811)

Sir George Pauncote-Bromley (1753-1808), 2nd Baronet, wearing grey jacket with gold edge and buttons, mint green waistcoat, white stock and frilled lace cravat, his powdered hair worn *en queue* and tied with a black ribbon bow.

Signed on the obverse and dated *J.S/ 1780*, gold bracelet clasp mount.

Oval, 38mm (1 1/2in) high

D. Foksett, *John Smart, The Man and his Miniatures*, 1964, Appendix A, p. 63.

£4,000 - 6,000

€4,700 - 7,000

US\$6,100 - 9,200

Sir George Pauncote-Bromley, 2nd Baronet, was the son of Sir George Smith, 1st Baronet (b. circa 1714-1769), and Mary Howe (1725-1761). He was given the name George Smith at birth but legally changed this to George Bromley on 7 February 1778 at the request of Robert Bromley esq. of Abberley, Worcestershire, the unmarried first cousin of Sir George's mother. This was presumably a condition of Sir George becoming Robert Bromley's heir.

Sir George held the office of Sheriff of Gloucestershire in 1775. He married the Hon. Esther Curzon (1758-1839), daughter of Assheton Curzon, 1st Viscount Curzon of Penn and Esther Hanmer, on 8 January 1778 at Rugeley, Staffordshire. The couple had a son, Robert, who was born on 28 November 1778 and went on to have a successful career in the Royal Navy.



54

55^Y

Richard Cosway, R.A. (British, 1742-1821)

A Young Boy, wearing brown coat, white chemise with lace edged collar, his blond curling hair falling to his shoulders.

Gold bracelet clasp mount, the reverse glazed to reveal an interwoven lock of hair.

Oval, 35mm (1 3/8in) high

£700 - 900

€820 - 1,100

US\$1,100 - 1,400



55



56



57



58

56^Y

Circle of Philip Jean (British, 1755-1802)

An Infantry Officer called Captain Clerk, wearing scarlet coat with blue facings and collar, silver epaulette, white waistcoat, chemise and stock, black ribbon necktie, his hair worn *en queue* and tied with a black ribbon bow.

Gold frame with pierced suspension loop, the reverse of blue glass.

Oval, 49mm (1 15/16in) high

£600 - 800

€710 - 940

US\$920 - 1,200

57^Y

Richard Crosse (British, 1742-1810)

An Officer, possibly George Bristow of the 1st Foot Guards, wearing scarlet coat with blue and gold facings, gold epaulette, white waistcoat, frilled chemise, stock and tied cravat, his powdered wig worn *en queue* and tied with blue ribbon bow.

Gold frame with border of plaited hair to the obverse, the reverse glazed to reveal border of plaited hair surrounding gold-mounted oval blue glass plaque set with gilt-metal monogram GB.

Oval, 47mm (1 7/8in) high

£2,000 - 3,000

€2,300 - 3,500

US\$3,100 - 4,600

George Bristow joined the 1st Foot Guards as an Ensign on 13 June 1781, progressing through the ranks until he retired as Captain and Lieutenant Colonel on 6 April 1796. He had been wounded earlier at the Battle of Lincelles under Major General Lake in 1793.

58^Y

Peter Paillou (British, 1757-1831)

An Officer of the 1st (or the Royal) Regiment of Foot, wearing scarlet coat with blue facings and collar, gold epaulette, his buttons embossed with the numeral 1, white frilled chemise, stock and cravat, his powdered hair worn loose.

Gold *fausse-montre* frame, the reverse with border of blue glass surrounding gold-mounted aperture, glazed to reveal intertwined locks of hair set on opalescent glass.

Oval, 45mm (1 3/4in) high

£1,200 - 1,800

€1,400 - 2,100

US\$1,800 - 2,700

The present lot is comparable with a full-length portrait of Captain John Clayton Cowell (1762-1819) of the 1st (or the Royal) Regiment of Foot (c.1796) by William Beechey (National Army Museum, Accession no.NAM. 1963-11-133-1). Cowell was commissioned into the 99th Regiment of Foot in 1783. He was placed on half pay following its disbandment in 1784 and then exchanged into the 1st Battalion of the 1st (or the Royal) Regiment of Foot as a Lieutenant on 30 April 1787. He later became Aide-de-Camp to Edward, Duke of Kent (1767-1820).

In 1801, with the rank of Lieutenant-Colonel, Cowell commanded four companies of the regiment at the capture of the Danish-held West Indian Island of St Thomas. Fort Cowell in the West Indies was subsequently named after him. Cowell retired from the Army the following year.

59^Y

Samuel Rickards (circa 1735-1823)

Thomas Pennant (1726-1798), wearing crimson coat with fur trim, yellow waistcoat, white frilled chemise, stock and lace cravat, his hair worn *en queue* and tied with black ribbon, a manuscript rolled up in his right hand.

Signed on the obverse and dated *SR/ 75*, rectangular brown leather travelling case lined with blue velvet; together with a loose trade label *RICKARDS/ PINX 1775/ NO 7 PALL MALL/LONDON*.

Oval, 99mm (3 7/8in) high (2)

Literature: A. Graves, *The Society of Artists of Great Britain, 1760-1791 [and] the Free Society of Artists, 1761-1783: a Complete Dictionary of Contributors and their Work from the Foundation of the Societies to 1791*, 1907, p.213; B. Long, *British Miniaturists 1520-1860*, 1966, p.364.

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800

Thomas Pennant was a naturalist and antiquary. He was the eldest son of landowner, David Pennant (d.1763) and his wife, Arabella Mytton (d.1744). He enrolled at Queen's College, Oxford in 1744 but left without his degree - not unusual for students from wealthy families of this time. His interest in natural history surfaced at the age of twelve, when he received a copy of Francis Willoughby's 'Ornithology'. Pennant began studying fossils and minerals following a tour in Cornwall, where he met the antiquary and naturalist, Revd Dr William Borlase. This encounter formed the basis of his scientific studies throughout the 1750s.

Pennant is most famous for publishing several accounts of his journeys across the British Isles, including 'A Tour in Scotland' and 'Tours in Wales', which preserved the record of important antiquarian relics which are now lost. About 800 specimens collected by Pennant survive in the British Museum today. He is also recognized for his zoological publications, including 'British Zoology' and 'A History of Quadrupeds'. He was elected a Fellow of the Society of Antiquaries in 1754 but was forced to resign in 1760 when he could no longer afford the annual subscription fees.

In April 1759 Pennant married Elizabeth Falconer, daughter of James Falconer, a Lieutenant in the Royal Navy. The couple had three children, two of whom survived into adulthood. In 1777, more than ten years after Elizabeth's death in 1764, Pennant married Anne Mostyn (d.1802), the eldest daughter of Sir Thomas Mostyn, fourth Baronet (d.1758). Their marriage produced two children. Pennant died at Downing, his family home in the parish of Whitford on 16 December 1798.

Thomas Gainsborough painted Pennant's portrait in 1776, a year after the present lot was exhibited by Rickards at 7 Pall Mall in 1775 (no. 400). Both works show the sitter as a very learned man, with books featuring in each composition.

60^Y

George Place (Irish, died 1805)

A Gentleman, wearing blue coat with scarlet collar, white waistcoat, chemise, stock and cravat, his powdered wig worn *en queue*.

Gold frame.

Oval, 81mm (3 1/16in) high

Provenance: From a private noble collection.

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800



59



60



61

61
Philip Jean (British, 1755-1802)

A rare work on paper portraying Prince William Frederick, Duke of Gloucester and Edinburgh (1776–1834), seated at a writing table and wearing black riding boots, white breeches, black cummerbund, scarlet double-breasted jacket with blue cuffs, facings and standing collar, gold epaulettes and brass buttons, the breast star of the Order of the Garter secured to his left breast, white frilled chemise and black stock, his hair lightly powdered.

Pencil and watercolour on paper, signed in ink on the obverse *P Jean Pinx*^t, gilt-wood frame, the reverse bearing the remains of a handwritten label *Phi.../ 3*.

Rectangular, 243mm (9 9/16in) high

Provenance: Gifted to Dr Andrew Bain (d.1827) in 1822 according to later inscription to the reverse of the frame.

£1,200 - 1,800

€1,400 - 2,100

US\$1,800 - 2,700

The present lot derives from a full-scale oil portrait by Sir William Beechey, which was reproduced in mezzotint by William Say in 1807 (R. Walker, *Miniatures in the Collection of Her Majesty the Queen: The Eighteenth and Early Nineteenth Centuries*, 1992, p.173).

A comparable circular miniature depicting only the head of the Duke, by an unidentified artist resides in the Royal Collection (RCIN 420256) together with a similar bust-length miniature in enamel that is signed and dated 1844 by William Bone Senior (RCIN 421923). The latter is a slightly later image of the Duke that is likely to date to around the time of his marriage. An identical miniature attributed to Charlotte Jones, sold at these salerooms on 18 November 2003 (lot 149). It is believed that a miniature set in a bracelet and gifted to Queen Victoria in 1844 by the Duke's sister, Princess Sophia Matilda of Gloucester, possibly served as the original source for the miniatures by Bone and Jones, but it is no longer in the Royal Collection (V. Remington, *Victorian Miniatures in the Collection of Her Majesty the Queen*, 2010, p.116).

Philip Jean received many commissions from the Duke's parents and his miniatures of them and other Royal sitters were exhibited at the RA between 1790 and 1802. His miniature of William Frederick's mother, Maria, Duchess of Gloucester, sold at these rooms on 25 May 2011 (lot 18). Jean also painted full-length oil portraits of George III and Queen Charlotte. The latter, dated 1796, resides at the Royal Court House in Jersey.

William Frederick, Duke of Gloucester and Edinburgh was the only son and youngest child of William Henry (1743–1805), Duke of Gloucester and Maria (1736-1807), Dowager Countess of Waldegrave. William entered the army with a Captain's commission in 1789 and became a full Colonel in 1794. In 1816, he attained the rank of Field Marshal and married his cousin, Princess Mary (1776-1857), the fourth daughter of George III and Queen Charlotte. The couple did not have any children, but are said to have lived a happy and quiet life devoting themselves to various charitable and philanthropic causes including Catholic emancipation. The Duke was also President of the African Institution and a Trustee of the British Museum. He died on 30 November 1834 and is buried at St. George's Chapel, Windsor.

Dr Andrew Bain is listed as one of the Physicians Extraordinary to HRH Prince of Wales, practicing from Curzon Street, Mayfair (*Gentleman's Gazette and Historical Chronicle For the Year 1809*, vol.79, part II, p.1228).

62^Y

George Engleheart (British, 1750-1829)

Lieutenant-General Charles Neville (1760-1837), wearing blue uniform with red facings and collar, gold epaulette, white waistcoat, frilled chemise, stock and tied cravat, his hair powdered.

Gold frame with border of blue glass to the obverse, the reverse with gold-mounted aperture, glazed to reveal intertwined lock of hair set with diamonds, surrounded by border of blue glass.

Oval, 50mm (1 15/16in) high

Provenance: Christie's, 13 December 1983, lot 62.

£8,000 - 12,000

€9,400 - 14,000

US\$12,000 - 18,000

Charles Neville was the illegitimate son of Edmund Rolfe (1738-1817) of Heacham Hall, Norfolk, and Julia de Martino of Lausanne, Switzerland. He was born at Villanuova, Italy in 1760. In 1783, Neville married Anne Colden Williamson (1763-1798) and the couple had a son, Rev. Strickland Charles Edward Neville-Rolfe (1789-1852) and a daughter, Anne (1787-1859). Two years after his wife's death, Neville married Jane Ruddle and the couple had no issue.

Neville was commissioned as a 1st Lieutenant in the Royal Artillery in 1779 and by 1794 promoted to Captain. He continued to progress through the ranks of the army, eventually becoming Lieutenant-General in 1825. He died at Whitton, near Hounslow on 10 January 1837.



62

63^Y

Charles Robertson (Irish, circa 1760-1821)

An Infantry Officer, wearing scarlet coat with white facings and gold epaulette, white frilled chemise and black stock, his hair powdered and tied with a black ribbon bow.

Gold frame with border of plaited hair to the obverse, the reverse with border of blue glass surrounding gold-mounted aperture, glazed to reveal seed pearl monogram, *HKE*, on vertical strands of hair.

Oval, 61mm (2 3/8in) high

Provenance: Sotheby's, London, 24 October 1977, lot 140.

£1,500 - 2,000

€1,800 - 2,300

US\$2,300 - 3,100



63

64^Y

George Engleheart (British, 1750-1829)

A Gentleman, wearing blue double-breasted frock coat, cream striped waistcoat, white chemise, stock and knotted cravat, his hair powdered.

Gold frame, the reverse with border of blue glass surrounding a gold-mounted aperture, glazed to reveal brown satin.

Oval, 59mm (2 5/16in) high

£2,000 - 3,000

€2,300 - 3,500

US\$3,100 - 4,600



64



65

65^Y

Samuel Shelley (British, 1750-1808)

A Lady, wearing pink dress with white lace trim, matching white fichu crossed over her *décolleté*, her powdered hair partially upswept and dressed with a white bandeau.

Gold frame, the obverse with border and suspension loop of pearls surrounding an inner border of diamonds.

Oval, 57mm (2 1/4in) high

£2,500 - 3,500

€2,900 - 4,100

US\$3,800 - 5,300



66

66^Y

Samuel Shelley (British, 1750-1808)

A Lady, wearing olive green dress and white lace fichu, her wig powdered and worn *à la conseiller* beneath a black hat and white plumes.

Signed on the reverse *S. Shelley/ Henrietta Street/ Cov: Garden*, gilt-metal mount.

Oval, 55mm (2 3/16in) high

£3,000 - 5,000

€3,500 - 5,900

US\$4,600 - 7,600

The sitter portrayed in the present lot has previously been identified as Sarah Siddons (1755-1831). With the exception of a portrait by William Hamilton (1751-1801), circa 1784, which portrays Siddons with hazel eyes (Victoria and Albert Museum, Inv. no.DYCE.76), comparison with other extant portraits of the actress confirm that she had brown eyes and a shallow dimple to her chin, making this identification highly unlikely. It is possible that the identification was drawn from Horace Hone's miniature of 1784 (National Gallery of Ireland, Inv. no.NG17318) and Gainsborough's portrait of the following year (National Gallery, London, Inv. no.NG683), both of which portray Siddons in semi-profile to the left, wearing similar hairstyles. The latter portrait also depicts the actress wearing a large black hat dressed with plumes. Like Siddons, the lady portrayed in Shelley's miniature was able to indulge herself with the latest fashions, indicating that she possessed a certain degree of affluence and possibly held rank amongst the higher echelons of society.



66

67^Y

Samuel Shelley (British, 1750-1808)

Captain John Nicholson Inglefield (1748-1828), wearing blue coat with white facings edged with gold, white waistcoat, frilled chemise and black stock, his powdered hair tied with a black ribbon bow.

Gilt-metal frame with pierced scroll leaf border, the reverse with brooch pin attachment and glazed to reveal loosely plaited hair.

Oval, 55mm (2 3/16in) high

£1,200 - 1,800

€1,400 - 2,100

US\$1,800 - 2,700

John's lengthy career of service in the Royal Navy is perhaps unsurprising given his illustrious seafaring lineage. The son of ship's carpenter, Isaac Inglefield and his wife Hannah Slade, John's maternal uncle, Sir Thomas Slade (1703/4-1771), was the architect responsible for the celebrated HMS 'Victory'. His father having left behind a host of clamouring creditors upon his demise, John had little alternative but to join the ranks of the Royal Navy aged just 11 years old. By the age of eighteen, he was numbered amongst the crew of the 'Launceston', having attained the rank of Able Seaman. By 1768, John was serving aboard HMS 'Romney' as a Lieutenant under the command of Sir Samuel Hood (1762-1814). The friendship between the two men lasted for the duration of their highly decorated careers, fighting alongside each other through several Anglo-French conflicts, most notably the Battle of the Saintes in 1782.

In the autumn of that year, John witnessed the hurricane that intercepted HMS 'Centaur' as she made for port off the coast of Britain together with 600 other souls on board. In addition to John, only 11 men survived the wreckage. Returning home, John found that the fate of the 'Centaur' had been commemorated in oils and subsequently made into a popular print. The public's captivation with the incident inspired John to pen, 'Captain Inglefield's Narrative Concerning the Loss of His Majesty's Ship the Centaur', which was published in 1783.

During a brief home posting during the winter of 1773, John had married Ann Smith of Greenwich. The couple had two surviving children, Rear-Admiral Samuel Hood Inglefield (1783-1848) and Mary Anne who went on to wed Admiral Sir Benjamin Hallowell Carew (1761-1834), one of Admiral Lord Nelson's 'Band of Brothers'. John's grandson, Admiral Sir Edward Augustus Inglefield (1820-1894), led one of the search parties for the missing polar explorer John Franklin and subsequently chartered previously unknown territory along the Canadian coast. In 1786, John and Ann separated following accusations from the former that his wife had made improper advances towards their African manservant. The case played out in the public eye, with Ann issuing 'Mrs Inglefield's Justification' in 1787, inciting John to publish 'Captain Inglefield's Vindication of his Conduct' and 'New Annals of Gallantry' in quick succession. The court case destroyed their marriage despite the verdict swinging in Ann's favour and the couple remained separated for the rest of their lives.

The following year, Inglefield patrolled the West Coast of Africa, commanding HMS 'Adventure' and HMS 'Medusa'. In 1792 he presided over the court-martial of the mutineers from HMS 'Bounty' as one of the trial's judges. Inglefield then served in the Mediterranean aboard, HMS 'Aigle' and was appointed Captain of the Fleet before returning to England in 1794, at which time he became resident Commissioner of the Navy Board, serving in Corsica, Malta, Gibraltar, Halifax and Nova Scotia. A Commissioner's post was considered equivalent with the rank of Rear Admiral but the appointment was only given to officers who had terminated their active service. Five years later, Inglefield retired. He died in Greenwich and left the majority of his estate to his surviving children.

68^Y

Samuel Shelley (British, 1750-1808)

A Gentleman, wearing blue coat, yellow waistcoat, white frilled chemise, stock and cravat, his powdered hair worn *en queue*.

Gilt-metal frame, the obverse with blue and white enamel border and gilt laurel leaf motif, pierced ribbon cresting, the reverse glazed to reveal blue silk.

Oval, 61mm (2 3/8in) high

£1,000 - 1,500

€1,200 - 1,800

US\$1,500 - 2,300



67



68



69

69^Y

Philip Jean (British, 1755-1802)

A Gentleman, wearing brown coat, white frilled chemise, his powdered hair tied with black ribbon bow.

Gilt-metal mount.

Oval, 60mm (2 3/8in) high

£1,000 - 1,500

€1,200 - 1,800

US\$1,500 - 2,300



70

70^Y

Sampson Towgood Roch(e) (Irish, 1759-1847)

A Gentleman, wearing double-breasted blue coat with black collar, pale pink solitaire, white waistcoat, frilled chemise, stock and cravat, his wig powdered and tied with a black ribbon bow.

Signed on the obverse and dated *S Roch/ 1794*, gold frame, the reverse glazed to reveal plaited hair.

Oval, 65mm (2 9/16in) high

Provenance: Purchased from Bygones of Worcester on 6 December 1967; thence by descent.

£1,200 - 1,800

€1,400 - 2,100

US\$1,800 - 2,700



71

71^Y

Attributed to John Cooke (British, circa 1778-1805)

A Gentleman, wearing blue coat, white waistcoat, frilled chemise, stock and cravat, his powdered hair worn *en queue*.

Signed on the obverse *Cook*, gold frame with borders of blue and white enamel to the obverse and reverse, both sides surrounded by further pearl borders, the entire suspension loop mounted with pearls, the reverse glazed to reveal plaited hair set with seed pearl monogram *WB* within an oval vignette gilt-mounted with foliate garlands, torches and a cresting of doves.

Oval, 58mm (2 5/16in) high

£1,200 - 1,800

€1,400 - 2,100

US\$1,800 - 2,700



72



73



74

72^Y

Henry Edridge (British, 1769-1821)

A Gentleman, wearing emerald green coat with black collar, white frilled chemise, stock and tied cravat, his hair powdered and tied with a black ribbon bow.

Gold frame.

Oval, 49mm (1 15/16in) high

Provenance: From a private noble collection.

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800

74^Y

John Barry (British, active 1784-1827)

A Gentleman, wearing emerald green coat with ivory collar and lining, white frilled chemise, stock and tied cravat, his hair powdered.

Silver frame with pierced border and suspension loop of rubies and diamonds, the reverse engraved *Richard Price/ Engleheart/ 72*.

Oval, 41mm (1 5/8in) high

£1,200 - 1,800

€1,400 - 2,100

US\$1,800 - 2,700

73^Y

John Donaldson, F.S.A (Scottish, 1737-1801)

A Lady, wearing pale pink dress with frilled lace trim, blue and yellow striped necktie, her natural hair worn *à la conseiller*.

Gold frame, the reverse engraved with bright cut border.

Oval, 53mm (2 1/16in) high

£1,500 - 2,000

€1,800 - 2,300

US\$2,300 - 3,100

75^Y

English School, circa 1790

A Young Boy, wearing scarlet coat and white frilled chemise with open collar, his dark hair falling in loose curls to his shoulders. Gold frame, the reverse glazed to reveal gilt-metal monogram *WW*, on vertical strands of hair.

Oval, 41mm (1 5/8in) high

£500 - 700

€590 - 820

US\$760 - 1,100

76^Y

English School, circa 1790

A Gentleman, wearing blue coat *a la marinier* with facings, gold lace and buttons, white waistcoat edged with gold, white frilled chemise, stock and cravat, his powdered hair tied with black ribbon.

Gold frame with border of seed pearls to the obverse, the reverse engraved with initials *JMP*.

Oval, 43mm (1 11/16in) high

£600 - 800

€710 - 940

US\$920 - 1,200

77^Y

Horace Hone, ARA (Irish, circa 1756-1825)

A double portrait miniature of the twin sons of John Toler (1745-1831), 1st Earl of Norbury: Daniel Toler (1781-1832), 2nd Baron Norwood and 2nd Baron Norbury, when Lord Norwood and Hector John Graham-Toler (1781-1839), 2nd Earl of Norbury, when Lord Glandine; each wearing blue coats and white chemises with frilled collars, their natural hair worn to their shoulders.

Gold frame, the obverse glazed to reveal both ivory supports, side by side, each framed by borders of seed pearls beneath an elaborate intertwining of hair set with further pearl decoration, the split seed pearl epigram *Unis par la Nature* beneath the ivory supports, all laid out on a mount of vertical hair strands, the reverse glazed to reveal loosely plaited hair set with the gilt-metal initials *GM*.

Oval: each painted support measuring 43mm (1 11/16in) high; the frame measuring 89mm (3 1/2in) high

Provenance: Christie's, London, 21 February 1978, lot 93.

£1,500 - 2,500

€1,800 - 2,900

US\$2,300 - 3,800

The sitters portrayed in the present lot were the twin sons of John Toler, 1st Earl of Norbury (1745-1831) and Grace Graham (b. circa 1758-1822). The eldest, Daniel, succeeded his mother to the baronetcy of Norwood upon her death in 1822. When the Earldom of Norbury was created in 1827, the supplementary viscounty of Glandine and the earldom itself were granted by special remainder to Hector, the younger twin, as Daniel was by then considered to be suffering from the advanced stages of mental illness. As such, upon their father's death in 1831, Hector succeeded Lord Norbury as Viscount Glandine and 2nd Earl of Norbury in accordance with the special remainder and by right of postremogeniture, whilst Daniel became 2nd Baron Norbury.

Daniel remained unmarried and without issue. He died alone in a hotel in Ireland in 1832.

In 1808, Hector married Elizabeth Brabazon (b. circa 1786-1859), the daughter of William Brabazon and Elizabeth Phibbs. The union saw the birth of twelve children, four of whom survived. Hector was shot and fatally wounded in the demesne of his seat, Durrow Abbey, in January 1839 and was succeeded by his son, Hector. The perpetrator of his murder remains unidentified.

78^{★Y}

John Barry (British, active 1784-1827)

A Young Girl, wearing white off-the-shoulder dress finished with lace trim to her bodice, shoulders and sleeves, wide blue sash, her brown hair worn loose and softly curling.

Gilt-metal frame.

Oval, 46mm (1 13/16in) high

£600 - 800

€710 - 940

US\$920 - 1,200

79^Y

Edward Miles (British, 1752-1828)

A Lady, wearing white dress with frilled trim to her *décolleté*, blue ribbon to her left arm, her powdered hair worn *à la conseiller* and dressed with a white bandeau.

Gold *fausse-montre* frame, the reverse bearing oval aperture glazed to reveal plaited hair.

Oval, 51mm (2in) high

£600 - 800

€710 - 940

US\$920 - 1,200

80^Y

John Stordy (Irish, circa 1738-1799)

A Lady, wearing white dress edged with blue embroidery, her lightly powdered hair dressed with a strand of pearls and falling in curls to her shoulders.

Signed on the obverse *Stordy/ Px^t*, gold frame, the reverse glazed to reveal a lock of blonde hair.

Oval, 59mm (2 5/16in) high

Literature: L. Schidlof, *The Miniature in Europe*, 1964, pl.558, ill. fig.1134.

£500 - 700

€590 - 820

US\$760 - 1,100



75



76



78



77



79



80

81^Y

Charles Shirreff (Scottish, circa 1750-circa 1809)

Philip Cade (1744-1799), wearing blue coat with red standing collar, white chemise, stock and knotted cravat, his wig powdered. Gold frame, the reverse glazed to reveal blonde and brown plaited hair. Oval, 65mm (2 9/16in) high

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800

Philip was the only son of Salusbury Cade (1696-1773) and Elizabeth Pery (d.1787).

In 1766, Philip married his first wife, Catherine (b.1750), daughter of the Whig politician Sir Charles Whitworth (b. circa 1721-1778) and Martha Shelley (d.1786), by whom he had three children: Salusbury (b.1767), Benjamin (b.1768) and Catherine (b.1769). Salusbury was known for being of 'an extravagant turn of mind', emigrating to Jamaica.

During the summer of 1771, Philip divorced Catherine on the grounds that she had committed adultery with Henry Aylmer, 4th Baron of Babrath (d.1785). According to the divorce depositions, 'a very improper intimacy' carried on between Catherine and the rakish aristocrat throughout the years 1769-1771. Witnesses suggested that Lord Aylmer, having been introduced to the young bride through his uncle, visited the then nineteen-year-old Catherine 'constantly, and almost every day, about eleven o'clock in the forenoon, whilst [...] Philip Cade was from home, and in London, attending the duty of an office he holds in the Exchequer' (*Trials for Adultery, or, The History of Divorces*, London, 1779, p.100). Seemingly, the clandestine couple would take illicit unaccompanied walks together in Greenwich Park and enjoyed a sexual relationship in the safety of Catherine's marital home.

In July 1771, Philip discovered love letters from Henry amongst his wife's personal effects, leading to an abrupt separation. Initially, Catherine sought sanctuary at her childhood home in Edgware. However, her father's outright condemnation of her behaviour led him to suggest that in order to alleviate the public scandal, she might retire from London society to the countryside. As a result, Catherine took lodgings at the house of Mr Trevethan at Pinner, with only her maidservant, Mary Randall for company. Nevertheless, Lord Aylmer soon discovered her whereabouts and, posing as her brother, arrived at Pinner eager to continue the affair away from the prying eyes of London and Philip Cade. Due to a multitude of depositions in favour of the plaintive, Philip was able to effectively divorce Catherine in the autumn of 1771. Three years later, Catherine and Henry were married and produced a son, Matthew, before Henry's death in 1785. A widow for two short years, the thirty-seven-year-old Catherine married Howell Price of County Carmarthen in 1787.

Philip Cade married Elizabeth Petley in the same year. She was his former housekeeper and a daughter of Charles Petley and Elizabeth Paul. Philip was seemingly something of a hypochondriac, who spent the remainder of his life being nursed by his young bride within the comfortable confinement of his Greenwich residence.

82^{*Y}

Attributed to John Wright (British, circa 1745-1820)

Lady Rebecca Twisden née Wildash (b. circa 1758-1833), wearing white dress and fichu with frilled edge, blue sash to her waist, multi-stranded pearl necklace, her powdered hair dressed with a white bandeau. Gold frame, the reverse glazed to reveal gilt-metal monogram *RT* on plaited hair, fitted brown leather travelling case. Oval, 67mm (2 5/8in) high (3)
£1,000 - 1,500
€1,200 - 1,800
US\$1,500 - 2,300

Rebecca Wildash, daughter of Isaac Wildash (d.1792) and Elizabeth Tyhurst of Chatham in Kent, married Sir Roger Twisden, 6th Baronet (1737-1779) on 25 January 1779. She tragically became a widow during the same year when Sir Roger died on 5 October. Three months later, on 6 January 1780, Rebecca gave birth to their daughter, also named, Rebecca (1780-1843), who went on to marry Thomas Law Hodges and produced a son, Frederick William Hallet Hodges.

A note handwritten by Frederick and dated 1888, accompanies the present lot, which portrays Lady Twisden around the age of thirty-two.

83^Y

Joseph Saunders (British, active 1772-1811)

Jane Francis Webber (1770-1824), seated before red drapery and a landscape vista, wearing white dress and shawl draped about her shoulders, her hair worn à la *conseilleur* and dressed with a pale yellow bandeau.

The reverse inscribed *JANE FRANCIS WEBBER/ wife of W^m. Webber Esq/ eldest Daughter of Ralph/ Suistanley Wood Esqu off/ Pierpoint Lodge near Farnham./ Surrey/ painted [by Jos^o. Saunders/ no 33 Great Maddox St, Hanover Sq/ when she was sixteen years of age/ just after her marriage in 1786/ she died Nov. 11th 1824/ aged 54./ Copied from a card in the back of the/ temporary frame in which miniature/ was in 1933 ** and in []/ being taken from the label/ on wooden backing, gold frame.*

Oval, 78mm (3 1/16in) high

£1,200 - 1,800

€1,400 - 2,100

US\$1,800 - 2,700

84^Y

Walter Robertson (Irish, died 1801)

A Boy, profile to the right, wearing blue jacket, striped waistcoat and white chemise with frilled collar, his light brown hair curling behind his neck.

Gold frame, the reverse with brooch pin attachment and glazed to reveal plaited hair.

Oval, 58mm (2 5/16in) high

Provenance: Bonhams, London, 21 November 1996, lot 151.

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800

85^Y

Thomas Hazlehurst (British, 1740-1821)

A Gentleman, called Thomas Aspinall Esq, wearing blue coat, white chemise, stock and cravat, his hair powdered and worn *en queue*.

Signed on the obverse *TH*, gold *fausse-montre* frame, the reverse engraved *THOMAS ASPINALL ESQUIRE/ NATVS MARCH IV MDCCLXVI/ PAINTED BYHAZLEHURST AT THE AGE OF XXVII.*

Oval, 58mm (2 5/16in) high

£1,000 - 1,500

€1,200 - 1,800

US\$1,500 - 2,300



81



82



83



84



85



87



86



88

86^Y

John Barry (British, active 1784-1827)

A Lady, wearing white dress and a gold necklace, her dark hair upswept beneath a white turban.

Gilt-metal frame.

Oval, 67mm (2 5/8in) high

£700 - 900

€820 - 1,100

US\$1,100 - 1,400

87^{*Y}

Henry Jacob Burch (British, born 1763)

A Lady, wearing white dress, brown sash, coral necklace and gold pendant earring, a shawl of black gauze draped about her shoulders, her dark hair curling and partially upswept beneath a cream straw hat, tied with white ribbons beneath her chin.

Gold frame, the reverse with gold-mounted aperture, glazed to reveal plaited hair, surrounded by a border of blue glass.

Oval, 80mm (3 1/8in) high

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800

88^Y

Attributed to George Chinnery RHA (British, 1774-1852)

A Lady, called Miss Fletcher, wearing white dress, narrow sky blue ribbon waistband, a black cord suspended from her neck, her powdered hair partially upswept and dressed with a white bandeau.

Gold frame, the reverse erroneously engraved *Miss Fletcher, / by R. Cosway.*

Oval, 68mm (2 11/16in) high

Provenance: Bonhams, Knightsbridge, 2 July 2001, lot 209.

£500 - 700

€590 - 820

US\$760 - 1,100



89

89^Y

William Armfield Hobday (British, 1771-1831)

A Lady, wearing white embroidered dress, frilled double tier collar, sky blue ribbon sash, black shawl with frilled trim, ruby earrings, her hair partially upswept and dressed with a bandeau and crescent moon. Silver-gilt frame with border and pierced ribbon cresting set with paste diamonds, blue glass to the reverse.

Oval, 62mm (2 7/16in) high

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800

90^Y

English School, Late 18th Century / Early 19th Century

An eye miniature, portraying a Lady's left eye with blue iris, framed by curling brown hair.

Gold frame with border of pearls to the obverse, the reverse with brooch pin attachment and engraved *Ann Fryer/ ob. 30th June 1787/ Æ 19.*

Navette, 39mm (1 9/16in) wide

£500 - 700

€590 - 820

US\$760 - 1,100

91^Y

Jeremiah Meyer, RA (British, 1735-1789)

A Lady called, Ms E. Theobald, wearing grey dress with white lace trim and a ribbon bow at her corsage, white fichu and black ribbon choker, her hair powdered and upswept beneath a white bonnet dressed with ribbons and frilled trim.

The reverse inscribed *E Theobald Died 9 November 1796 aged 71,* housed within an engine-turned gold locket frame.

Oval, 70mm (2 3/4in) high

£4,000 - 6,000

€4,700 - 7,000

US\$6,100 - 9,200



90



91



94



93



92

92^Y

English School, circa 1790

A Boy, wearing brown double-breasted coat and white chemise with frilled collar, a rifle cradled in his left arm.

Gold frame, the reverse glazed to reveal gilt-metal monogram *HWK*, on plaited hair.

Oval, 75mm (2 15/16in) high

£1,500 - 2,500

€1,800 - 2,900

US\$2,300 - 3,800

92^Y

William Armfield Hobday (British, 1771-1831)

A Lady, wearing white dress with frilled collar, her powdered hair dressed with two strands of pearls.

Gold frame, the reverse with gold mounted aperture, glazed to reveal plaited hair.

Oval, 69mm (2 11/16in) high

£1,000 - 1,500

€1,200 - 1,800

US\$1,500 - 2,300

93^Y

English School, circa 1790

A Lady, wearing white dress with frilled trim and pale blue waistband, her curling blonde hair falling about her shoulders and dressed with a white bandeau.

Gold frame, the reverse glazed to reveal border of plaited hair surrounding gold-mounted blue glass plaque set with gilt-metal monogram *RJ*, red leather travelling case lined with silk.

Oval, 70mm (2 3/4in) high

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800

95^Y

George Engleheart (British, 1750-1829)

A Lady, called Mrs Anne Topham, née Sinclair (d. circa 1824), wearing white dress with concertinaed lace collar and waist sash, her fichu tied about her neck, her powdered hair curled, upswept and dressed with a white bandeau.

Silver frame, the glazed reverse bearing a handwritten label regarding the sitter.

Oval, 75mm (2 15/16in) high

Provenance: By family descent.

£2,500 - 3,500

€2,900 - 4,100

US\$3,800 - 5,300

According to Engleheart's fee book, Anne sat for this portrait in 1795, together with her sister-in-law, portrayed by Engleheart in lot 97.



95



96



97

Anne Sinclair married Henry Topham Esq (d.1790) of Sunbury, Middlesex in 1766. The couple only had one child - a daughter, also named, Anne, who married Lieutenant-Colonel Hugh Rose (1766-1836) of the East India Company in Bengal in 1791. Although Anne Rose had borne several children whilst living in the Bengal Presidency, many had died in infancy, leaving the couple with just one son and two daughters upon their return to England in 1814, following a twenty year tenure for Lieutenant-Colonel Rose in British-occupied India.

On 4 June 1824, Anne Topham appeared before a panel of commissioners of Assessed Taxes to appeal against a charge of 1 pound and 4 shillings, made against her by a surveyor for the possession of an undeclared servant. The commissioners ruled in Mrs Topham's favour, concluding that 'she had a four-wheeled carriage, but no horses; that she kept no servant; the carriage was occasionally cleaned, when required, by a man that she employed occasionally to work in her garden' (*The Law Journal for the Year 1827*, London, 1827, vol.5, p.24).

Anne's Last Will and Testament, dated 1824, reveals that she intended for her estate to be divided between her only surviving child, Anne Rose, and her three grand-daughters: Charlotte, Anne and Louisa. Her personal possessions and an annuity of 12 pounds were to be gifted to her 'faithful servant', Rebeka Avis, the presence of whom contravenes the evidence she had given in court earlier that year. Anne's executors are named as John Fox Burgoyne, then a Lieutenant-Colonel in the Royal Engineers and the husband of her grand-daughter, Charlotte, and Charles Gilchrist, Anne's surgeon.

96^Y

George Engleheart (British, 1750-1829)

A Lady, wearing white dress with frilled trim, white fichu and neck scarf, a sky blue sash at her waist, her powdered wig worn *à la conseiller*. Gold frame, the reverse with border of blue glass, surrounding gold-mounted aperture, glazed to reveal locks of hair arranged to resemble a wheat sheaf, set on opalescent glass.

Oval, 73mm (2 7/8in) high

£2,500 - 3,500

€2,900 - 4,100

US\$3,800 - 5,300

97^Y

George Engleheart (British, 1750-1829)

A Lady, called Miss Topham, wearing white dress with lace trim to her *décolleté*, yellow sash, her powdered hair curling, partially upswept and dressed with a white bandeau.

Gilt-metal frame frame, the reverse glazed.

Oval, 79mm (3 1/8in) high

Provenance: By family descent.

£3,000 - 5,000

€3,500 - 5,900

US\$4,600 - 7,600

According to Engleheart's fee book, the sitter of the present lot sat to the artist in 1795, together with her sister-in-law, Anne, portrayed in lot 95.



98



98

98^Y

School of Richard Cosway, RA (British, 1742-1821)

A pair of portraits of Sir James Hamlyn, 1st Bt (1735-1811) and his wife, Arabella, née Williams (1740-1797); the former, wearing double-breasted brown coat, white waistcoat, chemise, stock, and tied cravat, his hair powdered; the latter, wearing white dress with strands of pearls to her frilled collar and sleeve, coral and pearl pendant necklace, pearl pendant earring, her hair powdered.

Gold frames with pierced suspension loops, blue glass to the reverse of each.

Oval, 85mm (3 3/8in) high (2)

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800

Cosway's full-length double portrait of the Hamlyns on paper (Victoria & Albert Museum; E.11-2002) portrays the couple walking arm in arm, wearing Van Dyck costume as Cosway often portrayed himself with his wife, Maria. In choosing to be portrayed in this playful attire, Sir James and Lady Arabella associate themselves with the society in which Cosway was himself such an energetic figure. The positioning of the sitters' heads is mirrored in the present lot, whilst their Van Dyke costumes have been replaced with contemporary attire.

James Hamlyn was the son of Richard Hamlyn (1706-1766). He originally held the name of Hammett, but took the name and coat of arms of Hamlyn at the wish of his uncle, Zachary Hamlyn, a lawyer who had purchased the Clovelly Estate in 1738. When Zachary died, unmarried, he bequeathed everything to his nephew. On 7 July 1795, James Hamlyn was created 1st Baronet Hamlyn of Clovelly Court, Devon in order to hold public office. He held the offices of Lord-Lieutenant of Carmarthenshire and MP for Carmarthenshire between 1795-1802.

On 11 June 1762, Hamlyn married Arabella Williams, daughter of Thomas Williams (d.1762) of Derllys and Edwinstford and his wife, Anne Singleton (d.after 1762). The couple had four children: Arabella (1763-1805), Sir James Hamlyn-Williams, 2nd Bt. (1765-1829), Zachary (1767-1768) and Priscilla (1769-1773).



99



100

99^Y

School of Richard Cosway, R.A. (British, 1742-1821)

A Gentleman, wearing double-breasted blue coat, white chemise, stock and frilled cravat, his hair powdered.

Gold frame, the reverse glazed to reveal plaited hair.

Oval, 78mm (3 1/16in) high

Provenance: Bonhams, London, 8 February 1980, lot 12.

£1,000 - 1,500

€1,200 - 1,800

US\$1,500 - 2,300

100^Y

Richard Cosway, R.A. (British, 1742-1821)

A Gentleman, wearing double-breasted blue coat with large brass buttons, cream waistcoat and large tied white cravat, his hair powdered. Gold frame, the reverse glazed to reveal gold monogram JAP on dark plaited hair, rectangular blue leather travelling case.

Oval, 80mm (3 1/8in) high

Provenance: Bonhams, London, *The Albion Collection of Fine Portrait Miniatures*, 22 April 2004, lot 88.

Exhibited: Scottish National Portrait Gallery, 2000-2003.

£4,000 - 6,000

€4,700 - 7,000

US\$6,100 - 9,200



101

101^Y

Attributed to Pierre Louis Bouvier (Swiss, 1766-1836)

A Lady, wearing powder blue dress and sheer white fichu, her powdered wig worn à *la conseiller*, a faithful dog looking up at her before her lap. Gilt-metal mount on rectangular turned wood frame, the reverse bearing label, erroneously inscribed *La Comtesse Alexis de Tocqueville/ nee Mary Mottley (Irlandaise)*.

Oval, 47mm (1 7/8in) high

£1,500 - 2,000

€1,800 - 2,300

US\$2,300 - 3,100

Mary Mottley, wife of the French historian and political thinker, Alexis de Tocqueville (1805-1859) was born in 1799, making the identification to the reverse of the frame untenable.



102

102^Y

Circle of Peter Eduard Stroely (German, 1768-circa 1826)

A Lady, wearing white dress, blue waist sash, her powdered hair worn à *la conseiller* and dressed with a matching bandeau.

Ormolu *fausse-montre* frame.

Oval, 63mm (2 1/2in) high

£1,500 - 2,500

€1,800 - 2,900

US\$2,300 - 3,800



103

103^Y

French School, circa 1790

A Lady, wearing white dress, collar stock and tie, a length of gold ribbon sash tied beneath her bust, teal coat lined with gold, her loose hair dressed with a matching bandeau.

Bearing signature to the obverse *Lefevre*, gilt-metal frame.

Oval, 50mm (1 15/16in) high

£1,000 - 1,500

€1,200 - 1,800

US\$1,500 - 2,300

The signature inscribed on the present lot can be compared with that of two miniatures signed and dated 'Lefevre 1830' (sold at Drouot on 11 February 1981, lots 124 and 133).



104

104^Y

Peter Eduard Stroely (German, 1768-circa 1826)

A Lady, wearing white dress and burnt umber stole, her dark hair partially upswept and dressed with a teal bandeau.

Gold *fausse-montre* frame.

Oval, 80mm (3 1/8in) high

£6,000 - 8,000

€7,000 - 9,400

US\$9,200 - 12,000



105

105

Richard Cosway, R.A. (British, 1742-1821)

Mrs Woodforde and her son: the former, seated with her foot upon a footstool, wearing dress and stole draped about her shoulders, her curling hair upswept; the latter, wearing Eton suit, standing beside his mother and reading an open book in her lap.

Pencil on paper, gilt-wood frame.

Rectangular, 289mm (11 3/8in) high

Provenance: Sotheby's, Olympia, 10 March 2004, lot 13.

£1,000 - 1,500

€1,200 - 1,800

US\$1,500 - 2,300

106

Richard Cosway, R.A. (British, 1742-1821)

A Lady, standing in a Classical interior and wearing black dress with short sleeves slashed to reveal white, white frilled standing collar, multi-stranded pearl necklace suspending a pendant jewel, matching bracelet on her right wrist and pearl pendent earrings, her hair plaited, curled and upswept.

Pencil and watercolour on paper, signed on the obverse with the artist's monogram RC, gilt-wood frame.

Rectangular, 198mm (7 13/16in) high

Provenance: Sotheby's, Olympia, 11 May 2005, lot 42.

£1,000 - 1,500

€1,200 - 1,800

US\$1,500 - 2,300

107^Y

After Richard Cosway, R.A., dated 1807

Six miniatures of Young Ladies and Children, said to portray members of the Courtenay family.

The reverse of one miniature inscribed *What though short thy date?*

Virtue not rolling suns the mind matures, signed with initials and dated *JHC/ Sept: 3:/ 1807*, mounted within verre-églomisé borders, octagonal papier-mâché frame.

Oval, 60mm (2 3/8in) high

£700 - 900

€820 - 1,100

US\$1,100 - 1,400

The inscription to the reverse of one of the miniatures is taken from 'Night Thoughts' (1742-1745) by the English poet, Edward Young (1683-1765) for which he is best remembered.

William "Kitty" Courtenay, 9th Earl of Devon (b. circa 1768-1835) and one of Cosway's most important patrons became infamous for his affair with the extremely wealthy art collector and sugar plantation owner William Beckford, which is believed to have started during the late 1770s. Cosway produced many miniatures and some of his most ambitious oil portraits for Lord Courtenay, representing many of his sisters, their husbands and close family friends. An invoice presented by Maria Cosway to Lord Courtenay on 26 August 1819 lists twenty-eight completed works painted by Richard Cosway between 1790 and 1812, totaling £1,602. 8s (Courtenay MSS, Powderham Castle). The final item, which is undated, charges £200 for 'The Altar-piece in Powderham Church representing Christ & his Disciples at Emaus'. The bill was shortly settled in full by Lord Courtenay from exile in Paris.



106

108^Y

Andrew Plimer (British, 1763-1837)

A Lady, wearing white dress with frilled trim to her *décolleté* and full length sleeves, a strand of pearls about her right shoulder, powdered wig worn *à la conseiller*.

Gold frame, the reverse set with blue glass.

Oval, 65mm (2 9/16in) high

£1,800 - 2,200

€2,100 - 2,600

US\$2,700 - 3,400



108

109^Y

Andrew Plimer (British, 1763-1837)

A Lady, tying her straw hat with a grey ribbon sash beneath her chin and wearing matching fill-in, white slip and charcoal grey dress with three-quarter length sleeves.

Gilt-metal frame.

Oval, 89mm (3 1/2in) high

Provenance: Christie's, London, 13 May 1997, lot 137.

£1,500 - 2,500

€1,800 - 2,900

US\$2,300 - 3,800



109

110^Y

Andrew Plimer (British, 1763-1837)

A Gentleman, wearing black coat, white frilled chemise, stock and cravat, his powdered hair tied with a black ribbon bow.

Gold frame, the reverse with border of blue glass surrounding gold-mounted aperture, glazed to reveal plaited hair.

Oval, 66mm (2 5/8in) high

£1,500 - 2,500

€1,800 - 2,900

US\$2,300 - 3,800



110



111

111^Y

Nathaniel Plimer (British, 1751-1822)

A rare self-portrait of the artist, wearing pale yellow coat, white waistcoat, frilled chemise, stock and cravat, his powdered hair tied with a black ribbon bow, a paint brush held up in his left hand. Gold frame.

Oval, 92mm (3 5/8in) high

Provenance: Christie's, London, 2 May 1961, lot 172 (the sitter identified as the artist's brother, Andrew Plimer).

£5,000 - 7,000

€5,900 - 8,200

US\$7,600 - 11,000

Although traditionally believed to be a portrait of the artist's brother, Andrew, and catalogued as such in the Christie's sale of 1961, further research suggests that it is more likely to be a self-portrait by Nathaniel. The facial features shown in the present lot are closely comparable with a self-portrait by Nathaniel in the collection of the Walters Art Museum in Baltimore (Accession no.38.84). The Walters' miniature portrays the artist, again in semi-profile to the right, without his paint brush, wearing a dark grey coat and less powder in his hair. The lines around the sitter's forehead and eyes in the present lot suggest the miniature is the later work and indeed it shows the painting technique of the mature Nathaniel Plimer.

Opinion as to the identity of a number of portraits of the Plimer brothers has changed over the years. Another self-portrait of Nathaniel from circa 1805-1810 was also originally identified as a self-portrait by Andrew Plimer and once formed part of the J. Pierpont Morgan collection (sold in his sale at Christie's, London, 26 June 1935, lot 393; G. C. Williamson, *Andrew and Nathaniel Plimer*, 1903, p.63, ill.pl.75F). The miniature was however re-identified as a self-portrait by Nathaniel Plimer when it was exhibited at the South Kensington Museum in 1865 (p.202, no.2226) and at the Scottish National Portrait Gallery in 2001 (S. Lloyd, *Portrait Miniatures From The Clarke Collection*, SNPG, 2001, ill.p.87. no.60).

The latter miniature is comparable with an oil portrait by Andrew Geddes (1783-1844), which sold at Christie's, Edinburgh on 27 October 2005 (lot 15). Again, the gentleman had previously been identified as Andrew Plimer but in 1903, George Williamson suggested that the painting was more likely to portray Nathaniel, in view of the work's provenance via Adela Plimer, his daughter and Geddes' wife (Williamson, 1903, p.62).



112

The only undisputed likeness of Andrew Plimer, a self-portrait on paper (Williamson, 1903, ill.p.62), shows a gentleman with tufted eyebrows and a less bulbous tip to the nose in comparison with the present lot. Given the evidence displayed by the aforementioned portraits of both brothers, a re-identification of the present sitter as Nathaniel appears more tenable.

The elder son of a Shropshire clockmaker, Nathaniel left home with his younger brother Andrew (1763-1837) and travelled around the country with a group of gypsies, making their own brushes and decorating caravans before reaching London in 1781. Nathaniel found employment at Henry Bone's house as a servant before joining Andrew as a pupil of Richard Cosway. He exhibited at the RA between 1787-1815 and at the Society of Artists between 1790-1791. He worked from 31 Maddox Street in London, married and had four daughters: Georgina, Mary, Louisa and Adela. Like his brother Andrew, Nathaniel stopped signing his work after 1789 (D. Foskett, *Miniatures Dictionary and Guide*, 1987, p.620).



113

112^Y

Andrew Plimer (British, 1763-1837)

A Lady, wearing white dress, her hair lightly powdered and dressed with a matching bandeau.

Gold frame, the reverse glazed to reveal plaited hair, red leather traveling case lined with silk.

Oval, 70mm (2 3/4in) high

£1,500 - 2,500

€1,800 - 2,900

US\$2,300 - 3,800

113^Y

Andrew Plimer (British, 1763-1837)

Mrs Anna Blackburn, wearing a white dress, her powdered hair partially upswept and dressed with a white bandeau.

Gold frame, the reverse glazed to reveal seed pearl monogram AB on an oval blue glass plaque, gilt-mounted and surrounded by a border of plaited hair.

Oval, 78mm (3 1/16in) high

£2,000 - 3,000

€2,300 - 3,500

US\$3,100 - 4,600



114

114

Frederick Chapman (American, active 1777-1788)

A full-length silhouette of Colonel Benjamin Hammond (1724-1809), Field Officer for the Middlesex County 1st Regiment of Militia, on horseback, profile to the right, wearing coat, epaulette, boots, sword and bicorn hat, his pigtail wig tied with a ribbon bow, he holds the reins to his horse in his right hand.

Watercolour on paper and bronzed, signed on the obverse *FC 1780* and inscribed *Colonel Benjamin Hammond/ Newtown*, gilt-wood frame.

Provenance: By family descent

Rectangular, 269mm (10 9/16in) wide

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800

Frederick Chapman was a silhouette artist who seems to have specialised in profiles of Revolutionary War soldiers. Surviving pension files from the Revolutionary War, record a Frederick or Frederik Chapman serving with the Connecticut Line, a formation within the Continental Army. The majority of the soldiers he portrayed served in units that originated in New York and New England, although in 1781, Chapman painted a silhouette of Robert Bolling of Petersburg, Virginia. Several of Chapman's silhouettes feature stone walls or fences in watercolour that serve as backdrops to the subject. His best surviving silhouette and arguably one of his most accomplished, portraying Major Hugh Maxwell of Charlemont, Massachusetts on horseback was sold at Ira and Larry Goldberg Auctioneers, Los Angeles, on 20 September 2003 (lot 18) and now forms part of the Historic Deerfield Collection (HD 2003.51.5). Chapman signed this portrait *F.C. Harlem/ 1781*. As exemplified in the present lot, Chapman usually identified his sitters in the upper right-hand corner of the paper with the sitter's full name, followed by a calligraphic break and the place in which the sitter sat for his silhouette. Maxwell was stationed in New York in 1781 and may have been among the troops encamped in the Harlem area of Manhattan during that year. A further six recorded works by Chapman include a portrait of Josiah Moseley, dated 1788, exhibited at the Taft Museum, Cincinnati; two portraits of a soldier identified as, Sergeant Stephen Horton and his wife, Submit, which were illustrated in a brief article on Chapman, published in *American Heritage Magazine* (June/July 1979) and three profiles portraying officers, Eli Whitney (*West Borough/ 1776*), Elijah Taylor, (*Northampton/ 1780*) and John Montgomery (*Philadelphia/ 1778*), sold at Ira and Larry Goldberg Auctioneers on 3 April 2004 (lots 173, 174 and 175 respectively).



115

Benjamin Hammond was the fourth of five sons born to Nathaniel Hammond Junior (1678-1749) and Margaret Stone (1688-1776) of Newtown, Massachusetts. On 5 October 1749, Benjamin married Sarah Brown (1727-1800), the daughter of Deacon William Brown of Waltham, Massachusetts and Sarah Bond. The couple had seven surviving children: Ebenezer (b.1750), Sarah (b.1751), Ann (b.1754), Abigail (b.1761), Elizabeth (b.1764), Benjamin (b.1768) and Lucretia (b.1771).

Numbered amongst the finest militiamen in Middlesex County, Benjamin acted as Selectman between 1767-1776 and served as a Lieutenant-Colonel at the Battles of Lexington and Concord in 1775 and as Chairman of one of the region's Committees of Safety. When the American Revolutionary conflict broke out, Benjamin was serving as the Captain of the Newtown Company of Militia. By the war's end, Benjamin had been promoted to the rank of Colonel in recognition of his efforts.

After the death of his wife in 1800, Benjamin travelled to Rutland where he took up permanent residence with his daughter, Abigail and her husband, Deacon Jonas Reed Junior.

115

Henry Bone, R.A. (British, 1755-1834), after Ozias Humphry, RA (British, 1742-1810)

'The Little Man of Kent', wearing white open chemise, supporting a fern green saddle bag on his back with his right hand, his blond curling hair worn loose (cracked).

Enamel, signed on the obverse *HBone*, signed and inscribed on the reverse *Painted by Henry/ Bone after a Picture/ in Crayons by Ozias/ Humphry R. At Crayon Painter to his/ Majesty. March 1796.*, gilt-mounted on papier-mâché frame bearing handwritten label *K.E. Houston Collection 152.*

Rectangular, 94mm (3 11/16in) high

Literature: R. Walker, *Henry Bone's Pencil Drawings*, The Walpole Society, 1999, cat. no.592, p.88.

£2,000 - 3,000

€2,300 - 3,500

US\$3,100 - 4,600

Bone's squared preparatory sketch is inscribed and dated *after Humphry/ 1796* (NPGL: D17368). The original portrait by Ozias Humphry, of which the present lot is a variant, was engraved as 'The Little Man of Kent' by Joseph Singleton on 17 March 1795 (Royal Academy ref. HU/7/95).



116

116^Y

The Countess of Lucan (Lady Margaret Bingham) (British, 1740-1814), after Sir Joshua Reynolds, PRA (British, 1723-1792)

The artist's grandson, John Charles Spencer (1782-1845), Viscount Althorp and 3rd Earl Spencer, standing in a landscape and wearing double-breasted white suit with collar, sky blue sash tied at his hip and a black hat.

Gilt-metal frame with pierced ribbon cresting.

Oval, 195mm (7 11/16in) high

Provenance: Purchased from Cynthia Walmsley on 26 November 2000.

Exhibited: South Kensington Museum, London, *Special Exhibition of Portrait Miniatures*, June 1865, no. 384.

£1,000 - 1,500

€1,200 - 1,800

US\$1,500 - 2,300

The original portrait by Reynolds of 1786 remains in the Spencer Collection at Althorp.

John Charles Spencer was the eldest child of George Spencer (1758-1834), 2nd Earl Spencer, and Lady Lavinia Bingham (1762-1831), eldest daughter of Charles Bingham, 1st Earl of Lucan. Spencer's early education was neglected while his mother devoted herself to social engagements and his father pursued politics. A domestic servant reportedly taught him to read. At the age of eight he was sent to Harrow School, later attending Trinity College, Cambridge from 1800.

In 1814 Spencer married Esther Acklom (1788-1818), the daughter of a minor country gentleman, Richard Acklom of Wiseton Hall and the couple were very much in love. Tragically, Esther died just four years later after giving birth to a stillborn child. Spencer's devotion to his wife never wavered and he wore mourning clothes for the remainder of his life.

Considered awkward and reserved, Spencer lacked his mother's affinity for foreign languages, art, and society, preferring sporting and agricultural pursuits in the country. He nevertheless rose to political prominence in his fifties, after a series of smaller public offices, eventually becoming Chancellor of the Exchequer (1830-1834) and leader of the House of Commons. It was around this time that Henry Pearce Bone portrayed him in enamel (Christies, London, *The Spencer House Sale*, 8 July 2010, lot 1065). Spencer was instrumental in the fight to pass the Reform Bill of 1832. He made more than twenty speeches in advance of the act being passed and is generally considered the architect of its victory. It was also under Spencer's leadership that the House of Commons abolished slavery throughout the British Empire in 1833. In 1834, he became Lord Spencer upon his father's death and joined the House of Lords. In retirement, Lord Spencer took up an active interest in cattle-breeding and became the first president of the Royal Agricultural Society, founded in 1838.

Lord Spencer died of kidney failure at Wiseton Hall, Northamptonshire on 1 October 1845 and was interred in the Spencer family tombs at Great Brington near Althorp Park.



117

117^Y

William Wood (British, 1769-1810)

Walter Farquhar Fullerton (b.1801), wearing blue Eton suit and white chemise with frilled collar.

Signed on the reverse and dated *DEN9. / By/ Will. Wood, / of/ Cork Street, / Lond. / 1809.*, gilt-metal frame.

Oval, 89mm (3 1/2in) high

Provenance: Sotheby's, London, 3 June 1992, lot 702.

£5,000 - 7,000

€5,900 - 8,200

US\$7,600 - 11,000

Previously identified as a miniature portraying Faquhar Fullerton's younger brother, Sir Walter Minto Townsend-Farquhar, 2nd Bt (1809-1866), the present lot was auctioned alongside a miniature portraying their father, Sir Robert Townsend Farquhar, 1st Baronet (1776-1830), painted in the same year (Sotheby's, London, 3 June 1992, lot 697). The code to the reverse of Sir Robert's miniature is DEN7. It has been suggested that the miniatures may have been commissioned on the occasion of Sir Robert's marriage to Maria Frances Geslip de Latour (d.1875), daughter and coheir of François Joseph Louis de Latour of Madras on 10 January 1809. The gap between the codes, DEN7 and DEN9, would certainly suggest that Wood painted other members of the family. On 26 October 1809, ten months after their wedding day, Maria gave birth to their son, Walter Minto.

The miniatures in William Wood's three surviving fee books, dated 1790-1808, are numbered 5000-6211. The 1809 miniatures of Walter and Sir Robert do not appear in any of them and the existence of a later fee book recording miniatures painted between 1809-1810 is unknown. A Mr and Mrs Farquhar 'of Doctors Commons' are recorded (numbers 5500 and 5498 respectively). The miniature of Mrs Farquhar was completed on 5 June 1797 and that of Mr Farquhar was completed on 19 June 1797. Wood made an addition to his entry for Mrs Farquhar:

'altered the hair, to dark, 2 May, 1806' and previously charged the couple 6 guineas for each portrait. Doctors' Commons was a society of lawyers practising civil law in London. Like the Inns of Court of the common lawyers, the society had buildings with rooms where its members lived and worked in addition to a large library.

An illegitimate son of Sir Robert Townsend Farquhar, Walter Farquhar Fullerton was born on 12 June 1801 and christened on 30 March 1803 in the church of the Garrison at Fort William in Calcutta. Upon his father's death in 1830, Walter received £2,000, while his younger brother, Walter Minto, inherited their father's estate and title.

Sir Robert was educated at Westminster School before joining the service of the East India Company at Madras in 1793. During his careers with the East India Company and the British Government, Sir Robert gained a reputation as an efficient and ambitious administrator, notably serving as Lord Lieutenant of Prince of Wales Island (now Panang) from 1804-1805.

Sir Robert arrived in Mauritius with the conquering British army in 1810 and served as Governor and Commander-in-Chief between 1810-1817 and again from 1820-1823. He drew and published a chart of the neighbouring island of Madagascar and the north-eastern archipelago of Mauritius, generating interest in new fields for British trade. He made determined efforts to abolish the local slave trade, continued principally by French privateers and concluded effective treaties ending the trade with both Madagascar and Muscat. In 1821 he was created a Baronet. Sir Robert resigned his posts as Governor and Commander-in-Chief in 1823. During his homeward voyage, he visited Madagascar where he was received with great ceremony.

The following year, Sir Robert adopted the additional surname, Townsend. In 1825 he was elected to parliament for the borough of Newton in Lancashire before representing Hythe until his death in 1830.



118

118^Y

Frederick Buck (Irish, 1771-circa 1840)

Two miniatures portraying Captain Edward Spread Mockler, Grenadier Company of the 46th (South Devonshire) Regiment of Foot (b. circa 1776-1837) and a Lady: the former wearing red coat with pale yellow facings and silver epaulettes, white regimental cross-belt and oval regimental breast plate numbered 46, white chemise, black stock and cravat, his hair lightly powdered; the latter, wearing white dress with capped gathered sleeves and lace trim to her décolleté, her hair upswept and curled.

Gold frames, the reverse of the former glazed to reveal gilt-metal monogram *M* on plaited hair.

Oval, 60mm (2 3/8in) high

Provenance: The former sold Sotheby's, London, 25 July 1966, lot 50.

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800

Appointed Captain by 5 August 1795, Edward Mockler's military career spanned many years and he later became Inspecting Field Officer of the Yeomanry in Ireland. The 46th were stationed in Ireland from c.1800 until they embarked from Cork for the Leeward Islands on 4 January 1804. Mockler was promoted to the rank of Major with the 18th Regiment of Foot on 5 October 1804 (on transfer from 46th Foot) before exchanging to the 11th Garrison Battalion on 23 April 1805.



119

119

Frederick Buck (Irish, 1771-circa 1840)

A Lady, wearing white dress drawn beneath her neck with a blue ribbon bow, matching blue sash to her waist, her hair worn *à la conseiller* and dressed with a white handkerchief.

Gilt-metal frame.

Oval, 57mm (2 1/4in) high

£500 - 700

€590 - 820

US\$760 - 1,100



120

120^Y

Frederick Buck (Irish, 1771-circa 1840)

A Naval Officer, wearing dark blue coat with standing collar and white facings, white waistcoat, frilled chemise and black stock.

Gold frame, the reverse glazed to reveal plaited hair.

Oval, 65mm (2 9/16in) high

£700 - 900

€820 - 1,100

US\$1,100 - 1,400

121^Y

W. Thicke (British, active 1787-1814)

A Gentleman, wearing scarlet coat with dark blue collar, white striped waistcoat, chemise, stock and cravat.

Gold frame.

Oval, 72mm (2 13/16in) high

£1,800 - 2,200

€2,100 - 2,600

US\$2,700 - 3,400



121

122^Y

Circle of Samuel Andrews (Irish, circa 1767-1807)

An Officer, bust-length and profile to the right, wearing coat with standing collar and epaulette, cross belt and black stock, his hat strapped beneath his chin and dressed with his regiment's crest and braiding.

Painted *en grisaille* on blue ground, gold-mounted on an ivory tooth pick case.

Rectangular, 40mm (1 9/16in) high

£1,000 - 1,500

€1,200 - 1,800

US\$1,500 - 2,300



122

123^Y

Circle of W. Thicke (British, active 1787-1814)

A Lady, wearing white dress and mauve stole draped over her right shoulder.

Gold frame, the reverse with border of blue glass surrounding a gold mounted aperture, glazed to reveal opalescent glass set with blonde hair, gilt-wire and split seed pearls.

Oval, 70mm (2 3/4in) high

£600 - 800

€710 - 940

US\$920 - 1,200



123



124

124^Y

Henry Jacob Burch (British, born 1763)

A Gentleman, wearing black coat, white waistcoat, chemise, stock and cravat, his hair powdered.

Gold frame with pierced suspension loop.

Oval, 63mm (2 1/2in) high

£1,000 - 1,500

€1,200 - 1,800

US\$1,500 - 2,300



125

125^Y

Peter Paillou (British, 1757-1831)

A Lady, wearing black dress, white lace fill in with frilled collar, pearl necklace, her dark hair upswept beneath white lace veil.

Gold frame, the reverse with border of blue glass surrounding gold-mounted aperture, glazed to reveal seed pearl monogram, *SSJ*, on plaited hair.

Oval, 72mm (2 13/16in) high

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800



126

126^Y

William Wood (British, 1769-1810)

A Gentleman, wearing dark blue coat with black collar, white waistcoat, frilled chemise, stock and cravat, his hair lightly powdered.

Gilt-metal frame, the reverse glazed to reveal opalescent glass set with gilt-metal floral motif.

Oval, 71mm (2 13/16in) high

£3,000 - 4,000

€3,500 - 4,700

US\$4,600 - 6,100



128



127



130



129

127^Y

Samuel Shelley (British, 1750-1808)

A Young Gentleman, wearing brown coat, yellow waistcoat, white chemise, stock and tied cravat.

Signed on the reverse *Sam Shelley/ No 6/ St. George St./ Hanover Square*, gold frame.

Oval, 71mm (2 13/16in) high

£1,200 - 1,800

€1,400 - 2,100

US\$1,800 - 2,700

128^Y

Thomas Hazlehurst (British, 1740-1821)

A Gentleman, wearing brown double-breasted coat, white waistcoat, frilled chemise and tied stock, his brown hair worn short.

Signed with the artist's initials *T.H.*, gilt-metal frame, the reverse glazed to reveal cream silk.

Oval, 75mm (2 15/16in) high

Provenance: Christie's, London, 23 October 1979, lot 170.

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800

129^Y

Thomas Hazlehurst (British, 1740-1821)

A Gentleman, wearing dark blue coat with black collar, white waistcoat, chemise, stock and cravat.

Signed on the obverse *TH*, gold frame, the reverse with gilt-metal border surrounding gold-mounted aperture, glazed to reveal opalescent glass set with an oval blue glass plaque framed by a border of seed pearls and bearing gilt-metal monogram *JL*, within the lower loop of a curling lock of hair secured with gilt-wire and split seed pearls.

Oval, 65mm (2 9/16in) high

£600 - 800

€710 - 940

US\$920 - 1,200

130^Y

John Comerford (Irish, 1770-1832)

A Gentleman, wearing black coat, saffron waistcoat, white chemise, stock and frilled cravat.

Gold frame, the reverse with border of blue glass surrounding gold-mounted aperture, glazed to reveal gilt-metal monogram *RD*, set on an oval blue glass plaque and surrounded by a gilt-metal and blue foil border.

Oval, 70mm (2 3/4in) high

£1,000 - 1,500

€1,200 - 1,800

US\$1,500 - 2,300



131

131^Y

John Smart Junior (British, 1776-1809)

The Hon. Peniston Lamb (1770-1805), wearing blue coat, white waistcoat, frilled chemise, stock and tied cravat, his hair lightly powdered.

Signed on the obverse and dated *J S Jr 1805*, the reverse inscribed *died January 25 1805*, gold frame with borders of blue and white enamel to the obverse, the reverse glazed.

Oval, 72mm (2 13/16in) high

Provenance: Christie's, London, 25 November 1980, lot 73.

£3,000 - 4,000

€3,500 - 4,700

US\$4,600 - 6,100

The present lot, painted shortly before Peniston's death, can be compared with an oil painting, c.1797-99, titled, 'The Hon Peniston Lamb with his horse Assassin and his dog Tanner', by Benjamin Marshall (Private Collection).

Peniston Lamb was the eldest son of Sir Peniston Lamb, 1st Viscount Melbourne (1745-1828) and Elizabeth Milbanke (1749-1818), the only daughter of Sir Ralph Milbanke, 5th Bt. of Halnaby Hall, Yorkshire. His father is said to have been coarse and neglectful, whilst Lady Melbourne in contrast, was a jewel of high Whig society and much admired for her hospitality at Melbourne House, Piccadilly. Lady Melbourne worked hard to cultivate and promote her four sons. The eldest three were widely publicised by Reynolds' portrait, which was engraved by Francesco Bartolozzi in 1791 as 'The Affectionate Brothers'. Peniston was an early disappointment to his mother, taking after his father in many respects, 'both moral and physical' (M. Boyle, *Biographical Catalogue of the Portraits at Panshanger the seat of Earl Cowper, K.G.*, 1885, p.320), although both Lord and Lady Melbourne conducted numerous affairs outside their marriage. Of their six children who had survived infancy, Peniston was the only child truly believed to have been fathered by Lord Melbourne. Their youngest daughter, Harriet died of consumption in 1803 at the age of fourteen. The same fate would befall Peniston in 1805, aged thirty-four.

Lady Melbourne formed a friendship with Lord Byron and became his confidante during his affair with her daughter-in-law, Lady Caroline Lamb née Ponsonby (1785-1828), who married Peniston's brother, William in 1805. Byron later married Lady Melbourne's niece Anne Isabella Milbanke. Peniston's affair with Mrs Sophia Musters née Heywood (1758-1819), half a generation his senior and the erstwhile subject of portraits by Reynolds, Romney and Stubbs, was scrutinized by the public and the press.

Peniston was eventually elected MP for Newport (1793-1796) and MP for Hertfordshire (1802-1805). He died unmarried and without children. William eventually became Prime Minister and 2nd Viscount Melbourne.

132^Y

English School, circa 1810

A Gentleman, wearing black coat and waistcoat, white frilled chemise, stock and cravat.

Gold frame, the reverse glazed to reveal opalescent glass set with sprays of dark hair, gilt-wire and split seed pearls, surrounding oval blue glass plaque set with gilt-metal monogram, *GB*, framed within border of seed pearls.

Oval, 77mm (3 1/16in) high

£1,200 - 1,800

€1,400 - 2,100

US\$1,800 - 2,700



132



133



134



135

133^Y

George Engleheart (British, 1750-1829)

A Gentleman, wearing double-breasted black coat, white chemise, stock and cravat.

Signed on the obverse with the artist's cursive *E*, inscribed to the reverse *George Engleheart/ Hartford Street Mayfair/ Pinxit/ 1810*, gold frame, the reverse glazed to reveal locks of hair set with gilt-wire and split seed pearls, on opalescent glass.

Oval, 85mm (3 3/8in) high

£3,000 - 5,000

€3,500 - 5,900

US\$4,600 - 7,600

135^Y

George Engleheart (British, 1750-1829)

A Gentleman, wearing brown coat with gold buttons, white waistcoat with dotted lapels, white chemise, stock and frilled cravat.

Signed on the obverse with the artist's cursive *E*, gold frame, the reverse with border of blue glass surrounding gold-mounted aperture, glazed to reveal a lock of hair set on opalescent glass.

Oval, 77mm (3 1/16in) high

£1,800 - 2,200

€2,100 - 2,600

US\$2,700 - 3,400

134^Y

George Engleheart (British, 1750-1829)

A lady, wearing white dress with frilled neckline, her dark hair upswept and dressed with a strand of pearls.

Signed on the obverse with the artist's cursive *E*, gold frame, the reverse with border of blue glass surrounding gold-mounted aperture, glazed to reveal a lock of hair set on opalescent glass.

Oval, 80mm (3 1/8in) high

£2,500 - 3,500

€2,900 - 4,100

US\$3,800 - 5,300



136



136

136*Y

From a Deceased Estate

Circle of Charles Hayter (British, 1761-1835)

A portrait of a young Gentleman, generally accepted as John Keats (1795-1821), wearing black double-breasted coat and waistcoat, white frilled chemise, stock and tie.

Gold frame, the reverse glazed to reveal sprays of dark blonde hair decorated with split seed pearls and gilt-wire, set on opalescent glass, the lower rim engraved *John Keats 1795-1821*, red leather traveling case.

Oval, 70mm (2 3/4in) high (3)

£10,000 - 15,000

€12,000 - 18,000

US\$15,000 - 23,000

Provenance:

Joseph Roe (1860-1931) of 56 Knightsbridge

Purchased by Arthur G. Tite of 30 Burlington Arcade

Earle Vonard Weller (1890-1994)

Private Collection, North America; thence by descent

Literature:

Earle Vonard Weller; *Autobiography of John Keats: Compiled from His Letters and Essays*, Stanford University Press, 1933, p.359, ill.frontispiece (a copy to be sold with the present lot)

Donald Parson; *Portraits of Keats*, The World Publishing Co., Cleveland, 1954, pp.125-8, ill.pl.72

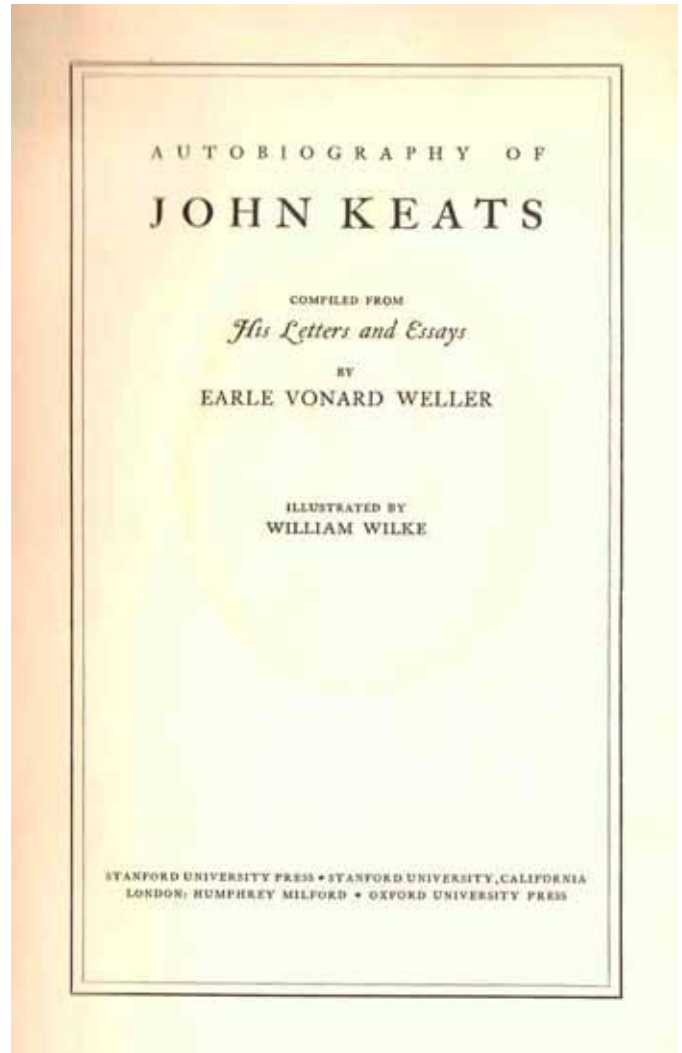
The 'discoverer' of the present lot, the American, Earle Vonard Weller (1890-1994), was the son of one of the founders of Occidental College in Los Angeles and the author of a number of publications on a variety of subjects, including John Keats, Mary Tighe, Herbert Rothschild and California. An avid collector of works by the English Romantic poets, Weller amassed a collection that is now housed at Occidental College Library, consisting of over 2000 volumes in addition to other artefacts relating to Keats and his circle. At a date, prior to 1931, he purchased the present lot in London via his agent, the portrait miniature dealer Arthur G. Tite, who procured the miniature for him from Joseph Roe, a second generation antique dealer based in Knightsbridge. In a letter to C. K. Adams of the National Portrait Gallery, London, dated 4th April 1934, Weller writes "Mr Arthur G. Tite bought this [the miniature] from a well known London dealer, Mr Joseph Roe, since deceased. Mr Tite stated that he had made enquiries through the executors of the Estate but was unable to trace the source of Mr Roe's Purchase".

In his *Autobiography of John Keats*, Weller writes “Said to have been owned by Hunt, it [the miniature] was hidden for scores of years in a small art and antique shop in London” (see fig. 1). He goes on to suggest that the portrait was the same that fellow poet James Leigh Hunt (1784-1859) took with him when he went to join Lord Byron in Italy in 1821. With no evidence to support this idea, or indeed the fact that it had been owned by Hunt at all, these suggestions can be disregarded as ‘flights of fancy’ by an excited collector. Similarly his assumption that the hair on the reverse of the frame was Keats’ can be looked upon as wishful thinking. The style of the frame is typical of English miniatures from the late Georgian period by which time the hair device on the reverse of the frame had become more of a decorative motif, than a way of showing the true colour of the sitter’s hair, as had been the case in the 18th Century when sitters had powdered hair or wigs.

The appearance of the present lot in Weller’s publication of 1933 with no information regarding its previous whereabouts has led Keats’ researchers over the years to debate whether the portrait does indeed portray the poet; and if so, whether it was painted during his life, therefore making it an important addition to his limited lifetime iconography.

It is hard to deny that the present lot shows a number of features described by Keats’ contemporaries, namely, the centre-parted wavy auburn / light brown hair; strong prominent nose; and mouth with slightly overhanging top lip. The slightly twisted nostrils are an exact match for Keats’ nose in Benjamin Robert Haydon’s life-mask of 1816, while the hair and eyebrows are a good match for the pencil sketch of Keats, drawn during the summer of 1819, by Charles Brown. (see R. Walker, *Regency Portraits*, vol II, ill.pls.672 and 680). Detractors of the present portrait state that it does not have the intense look that Keats is recorded as having had, however, this is also the case with the most famous portrait of Keats, a portrait miniature by Joseph Severn painted in 1818. Indeed it is only really in the 1816 sketches by Severn and Haydon that this intensity is captured, perhaps saying more about the difficulty of catching a sitter’s personality in a miniature given the lengthy process of producing a portrait on ivory.

The most vocal disbeliever of the identification of the present portrait as Keats is Donald Parson, who, in his 1954 publication *Portraits of Keats*, consigns the present lot to a chapter titled ‘Debatable Portraits’ and goes on to say that the “features bear scant resemblance to those of the life mask”. However, in his review, published in the *Keats-Shelley Journal* of 1955, Willard B. Pope attacks Parson’s book as simply “an attempt to prove that a portrait of an unknown man by an unknown artist is actually John Keats by George Henry Harlow” (see Willard B. Pope, *Keats-Shelley Journal*, Vol.4 (Winter 1955), Keats-Shelley Association of America Inc., pp.104-106. He goes on to criticise Parson’s inconsistency over debatable portraits, in that some he treats thus and others he accepts as genuine portraits when neither have concrete evidence to their authenticity. Given this scathing review and that his ‘Harlow portrait of Keats’ has been rejected on both counts, Parson’s opinion perhaps holds little weight.



NOTES

[The marginal references are to pages by chapters of this book. References to the letters are by date and number as in *The Letters of John Keats*, edited by Maurice Buxton Forman, Oxford University Press, 1931.]

Frontispiece. A reproduction of a miniature of John Keats by Charles Hayter (1761–1835) now in the possession of the writer. Said to have been owned by Hunt, it was hidden for scores of years in a small art and antique shop in London. It may be the miniature that Hunt took to Italy, which inspired Byron's famous remarks. The miniature is on ivory and inclosed in a gold frame, engraved in contemporary style, "John Keats, 1795–1821." The reverse has a lock of Keats's hair corresponding with that described by Amy Lowell. The lock is supported with thin gold wires and bound with a brooch of seed pearls. The background is onyx.

According to Redgrave, Hayter was "esteemed for the correctness of his likenesses." The features of the portrait are strangely akin to the life mask. Hayter painted a miniature of Lady Byron and several hundred pencil portraits of his are now in the Victoria and Albert Museum. Hayter was married in the same church in which John Keats was baptized—St. George's, Hanover Square. He was Professor of Perspective to the Princess Charlotte and author of *An Introduction to Perspective* (1813) and *A New Practical Treatise on the Three Primitive Colours* (1828).



Fig 1. E. V. Weller, *Autobiography of John Keats: Compiled from His Letters and Essays*, Stanford University Press, 1933, p.359.

Fig 2. A Gentleman by Charles Hayter, sold Bonhams, London, 23 November 2005, lot 129.

If one accepts, as the majority do, that the present lot does indeed depict John Keats, then the next question is 'was it painted from life, or does it derive from any of the portraits that form the iconography of the poet?' There is certainly no obvious single prototype amongst the portraits by Severn, Haydon, Brown, Hilton that are all acknowledged as being painted from life. One could possibly argue that it is a posthumous portrait, combining different features from a number of the aforementioned works. Given the painting technique and manner in which the ivory has been prepared, there is no question as to whether the present lot physically dates to the early 19th Century. The idea, then, of an amalgamated portrait would seem a somewhat unusual approach for an artist wanting to produce a 'memorial' portrait in the years immediately following Keats' death. The only occasion where this would seem a possibility would be if one were painting a portrait decades later that you wished to pass off as a period original and this simply isn't the case given the material age of the present lot. It is therefore plausible that if the present lot does depict John Keats then it was painted during his lifetime.

The present lot was previously attributed to the miniaturist Charles Hayter. Whilst the overall 'look' of the portrait does suggest a work by Hayter (see fig. 2), closer examination shows variations from his typical technique. Critically, Hayter's autographed works show an almost impasto application of paint, particularly in his grey backgrounds. Looking at the artists in his circle, whom he influenced, one must start with his three children, all of whom followed their father into artistic careers. Of, George (1792-1871), Anne (active 1814-1830) and John (1800-1895), both George and John can be connected to Keats' circle; George painted a miniature of the future Lady Byron in 1812 and John drew a portrait of Keats' close friend James Henry Leigh Hunt circa 1828. These connections make it possible that George or John could have met and therefore painted Keats. Given the present lot suggests a date of around 1815-1819, John would have been aged 15-19, while George would have been 23-27. The present lot gives the impression of a work by an immature hand, therefore making John, who entered the Royal Academy schools in 1815 the more likely candidate of the two. Although there is no record of him having produced any miniatures like his brother and sister, it is highly likely that he too experimented with the medium under the influence of his father's style, making him possibly responsible for the present lot.

In death, John Keats came to be regarded as one of the key figures of the second generation of romantic poets alongside Byron and Shelley. His origin as the eldest of five children born to Thomas Keats (c.1773–1804) and Frances Jennings (1775–1810) at 'The Swan and Hoop' livery stable added to his romantic image.

His early desires to become a poet eclipsed his ambition of becoming a medical practitioner despite having passed his exams at Guy's Hospital in 1816. By February 1819 Keats had completed and published 'The Eve of St Agnes', now considered one of his greatest poems. During the spring of that same year, Keats produced 'Ode to Psyche', 'Ode to a Nightingale', and 'Ode on a Grecian Urn' in quick succession. It is likely that these poems were written during Keats' stay at Wentworth Place in Hampstead, where he lived next to his nineteen year old fiancé, Fanny Brawne - a match of which her mother and Keats' inner circle disapproved. Keats wrote many of the poems for which he is best known soon after meeting Fanny and it is undoubtedly the case that his relationship with her significantly influenced his 1819 sonnet, 'Bright Star'.

Keats' declining health had reached a critical point by early 1820. During the summer of that year, painfully aware that he would likely die from tuberculosis, as his mother and brother had before him, Keats asked Fanny to release him from their engagement. His jealous passion for Fanny Brawne subsequently became a torture of frustrated desire and thwarted hopes. He saw her for the last time on 13 September 1820 and refused to write to her or read her letters henceforth.

With the approval of his doctor, Keats travelled to Italy with the painter, Joseph Severn, with whom he had become acquainted during his years at medical school. The two men reached Naples at the end of October and by mid-November took lodgings in Rome on the Piazza di Spagna. Keats' health continued to deteriorate and on the evening of 23 February 1821 he passed away. Severn, a faithful friend until the end, had Keats buried in the Protestant Cemetery in Rome, inscribing his gravestone with an epitaph that Keats had devised: 'Here lies One Whose Name was writ in Water'.

Richard Monckton Milnes's retrospective collection of his writings *'Life, Letters, and Literary Remains of John Keats'*, published in 1848, cemented Keats' legacy and greatly influenced the Pre-Raphaelites amongst others. His early death, and the obscurity in which he died has nourished a tendency to idealize Keats, who for many epitomizes a popular conception of the Romantic poet, yearning for escape from the pain and banality of everyday life into a world absorbed by the imagination.

We are grateful to Leslie Morris, Curator of the Harvard Keats Collection and to Professor Nicholas Roe, Chair of the Keats Foundation and Professor of English Literature at the University of St Andrews for their assistance in researching this work.



JOHN KEATS
1795-1821

E. V. Weller, *Autobiography of John Keats: Compiled from His Letters and Essays*, Stanford University Press, 1933, illustration opposite frontispiece



137

137^Y

Mrs. Anne Mee (British, circa 1770-1851)

Harriot Mellon, later Duchess of St Albans (1777-1837), in her role as Mistress Anne Page, wearing white dress with triple-tiered lace collar, her scarlet stole draped about her, a pendant on a long black ribbon cord suspended from her neck, her dark hair upswept in a knot upon her head with ringlets framing her face.

Gilt-mounted on rectangular papier-mâché frame.

Oval, 60mm (2 3/8in) high

Provenance: Purchased at Hortons, 16 May 1969; thence by descent.

Exhibited: Royal Academy, 1825, no.676.

Literature: R. Walker *Regency Portraits Volume I: Text*, p. 434.

£500 - 700

€590 - 820

US\$760 - 1,100

Upon her death in 1837, Baroness Burdett Coutts inherited the entire residual portion of her step-grandmother's assets (reported to have been worth £1.8 million in the 'Morning Herald') including a portrait of the former actress by John James Masquerier that had been exhibited at the RA in 1804 (R. Walker *Regency Portraits Volume I: Text*, p. 433). This painting also portrayed the actress as 'Mistress Anne Page', the role she played in Shakespeare's 1602 comedy, 'The Merry Wives of Windsor'.

During her career on the stage, Mellon played an extensive range of parts in both London and the provincial theatre. As the illegitimate daughter of Sarah Mellon, an Irish wardrobe-keeper in Kena's company of strolling players, it is perhaps inevitable that she became an actress. Mellon's father is said to have been Lieutenant Matthew Mellon of the Madras infantry. Although Mellon never attained the stratospheric heights enjoyed by Dorothea Jordan and Sarah Siddons, she was often praised for her professionalism and good humour. Whilst performing at the Duke Street Theatre, Mellon attracted the attention of the Anglo-Scottish banker, Thomas Coutts (1735-1822). The couple were married following the death of Coutts' first wife in 1815 and upon his own death seven years later, Mellon inherited his vast fortune together with his partnership in Coutts Bank.

Mellon proved to be an excellent businesswoman and banker, taking an active role in investment and management decisions. She was also extremely generous to Coutts's three daughters, giving them each £10,000 a year although this did nothing to warm them to her.

Five years after the death of her first husband, Mellon married twenty-six year old William Beauclerk, 9th Duke of St Albans (1801-1849), whom Mrs Mee also portrayed in a rectangular portrait on ivory, sold at Christie's on 16 December 1980 (lot 287). In her Will, Mellon left her second husband £10,000 a year for his lifetime together with Holly Lodge at Highgate and its contents.



138

138^Y

English School, circa 1810

Commander E. S. Crouch R.N. (d. 1821), wearing dark blue coat with standing collar, white facings and waistcoat, both dressed with gold buttons, white concertinaed chemise and black stock.

Gold frame, the reverse glazed to reveal plaited hair.

Oval, 67mm (2 5/8in) high

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800

Crouch died during his command of HMS 'Victory' in 1821. He was Lieutenant aboard HMS 'Amethyst', which in 1808, captured the French frigate, 'Thetis' and Lieutenant aboard HMS 'Hannibal', which captured the 'Sultane' in 1814. Crouch's eldest son was Commander Edward Crouch R.N. (1816-1847) of HMS 'Devastation'.



139



141



140

139^Y

Circle of Alfred Edward Chalon, RA (British, 1780-1860)

A Lady, wearing white dress and pink sash tied in a ribbon bow at her waist, her dark hair upswept and dressed with a gold bandeau.

Gold frame.

Oval, 74mm (2 15/16in) high

£500 - 700

€590 - 820

US\$760 - 1,100

140^Y

William Grimaldi (British, 1751-1830)

A Lady, seated before red drapery, wearing gold dress embellished with white embroidery, white sash and double tiered frilled collar, gold choker and pendant earring, her brown hair curled and upswept.

Signed on the obverse *Grimaldi 1815*, gold *fausse-montre* frame, the reverse glazed to reveal gilt-metal initials *MAB*.

Oval, 73mm (2 7/8in) high

£1,200 - 1,800

€1,400 - 2,100

US\$1,800 - 2,700

141

William Essex (British, 1784-1869), after Sir Thomas Lawrence

George IV (1762-1830), King of the United Kingdom of Great Britain and Ireland and of Hanover (1820-1830), when Prince Regent (1811-1820), wearing dark blue coat with chestnut fur standing collar and edged with black froggings, the Breast Garter star, diamonds, the Order of the Golden Fleece and a large sapphire on a crimson sash suspended from his neck, white chemise and black stock, his brown hair worn short.

Enamel, gilt-metal frame.

Oval, 79mm (3 1/8in) high

Provenance: Sotheby's, London, 24 April 1978, lot 533.

£1,500 - 2,500

€1,800 - 2,900

US\$2,300 - 3,800

The original oil portrait (c.1820) by Sir Thomas Lawrence (1769-1830) resides in the Scottish National Portrait Gallery (Accession no. PG 139). Lawrence had previously been knighted in 1815.

Due to his father's insanity, George acted as Prince Regent between 1811-1820 and reigned as George IV from 1820-1830. Largely remembered for his indulgent lifestyle and the contempt he felt for his wife, Caroline of Brunswick (1768-1821), George was also a dedicated patron of the arts, commissioning the Royal Pavilion at Brighton and founding the National Gallery in London. He is often credited for much of the changes to male attire during his tenure as Regent, a result of both his vast weight and sartorial innovation.



142

142^Y

Louis Ami Arlaud-Jurine (Swiss, 1751-1829)

A Lady, called Fanny Mercier née Uginet (c. 1796-1828), wearing white dress, blue shawl draped about her shoulders, coral necklace, pearl pendant earring, her hair upswept and curled in ringlets framing her face.

Signed on the obverse *Arlaud*, gilt-wood frame with border of Neoclassical motifs, the reverse inscribed *Fanny Uginet Paris, / femme de François Benjamin / Mercier. / mère de Olive Joséphine Mercier en 1815 / morte en 1828 à l'âge de 32 ans. / à Coppet.*

Oval, 71mm (2 13/16in) high

£1,200 - 1,800

€1,400 - 2,100

US\$1,800 - 2,700



143

143^Y

French School, circa 1810

Marie Angèle, Baronne de Montbrun, née Jard-Panvilliers (1787-1827), wearing black dress with white lace trim and black fill-in, gold and onyx pendant earring, her raven hair curled, upswept and secured in place with a gold comb.

Gilt-metal frame.

Oval, 78mm (3 1/16in) high

£600 - 800

€710 - 940

US\$920 - 1,200

Marie Angèle married General Alexandre, Baron de Montbrun and Colonel of the 7th Light Cavalry (1775-1822) on 7 August 1810. The union saw the birth of one child, a son, Louis Alexandre (1811-1897).

A miniature of the same sitter by Daniel Saint (French, 1778-1847) was sold at Christie's, London, on 15 November 1994 (lot 276).



144

144^Y

Louis Alexandre (German, 1759-1827)

A Gentleman, wearing brown coat, striped yellow waistcoat, white chemise and tied stock.

Signed on the obverse *Alexandre f.*, square gilt-wood frame.

Circular, 70mm (2 3/4in) dia.

£500 - 700

€590 - 820

US\$760 - 1,100



145



145

145^Y

Carl Gottlob Schmeidler (German, 1772-1838)

A pair of miniatures portraying Count Kurt von Götzen and Countess Mathilde von Götzen née von Reichenbach-Goschütz (1799-1858): the former, wearing dark blue coat with green standing collar edged with gold embroidery and aiguillette, decorated with the badges of the Royal Prussian Order of the Iron Cross and the Imperial Russian Order of St. Anne; the latter, wearing red gown with gathered sleeves and gold embroidery at her Empire line, her blue cloak secured at her shoulder with a gold pin, her dark hair plaited and wound high into a knot at the back of her head, the front parted and curled in ringlets.

Each signed on the obverse *Schmeidler*, gilt-metal frames.

Rectangular, 89mm (3 1/2in) high (2)

Provenance: Christie's, London, 6 November 2001, lots 199 and 200.

£3,000 - 5,000

€3,500 - 5,900

US\$4,600 - 7,600

Count Kurt von Götzen auf Ellguth, the son of Count Frederick William von Götzen and Frederica Charlotte von Reichenbach, was a Royal Prussian Chamberlain and the hereditary landowner of Ellguth-Schmark/Trebnitz. He married Mathilde, third daughter of Count Henrich Gottlob von Reichenbach-Goschütz and Johanna, Countess of Solms-Baruth. Mathilde divorced Kurt and married Prince Hermann Anton of Hatzfeldt in 1831, whom she later divorced in 1846. Her children from her second marriage include Prince Stanislas of Hatzfeldt, Countess Franziska of Nimptsch zu Jaeschkowitz and Princess Elisabeth of Carolath-Beuthen.

Further information on the great Silesian miniaturist Schmeidler can be found in the publication by Erwin Hintze, *Schlesische Miniaturmalerei des neunzehnten Jahrhunderts*, 1904, pp.136-140.



146

146^Y

Attributed to Ferdinand Georg Waldmüller (Austrian, 1793-1865)

A Gentleman, wearing blue coat, white waistcoat, chemise, stock and cravat.

Gilt-metal frame with standing attachment to the reverse.

Oval, 88mm (3 7/16in) high

£500 - 700

€590 - 820

US\$760 - 1,100



147

147^Y

Attributed to Sir William John Newton (British, 1785-1869)

Lieutenant Michael Peter Francis Novosielski (1775-1839), wearing blue coat with gold buttons and epaulettes, red standing collar edged with gold, white chemise and black stock.

Gilt-wood frame with handwritten label to the reverse inscribed *Peter Francis Novosielski./ Lieut R. N./ 1st Husband/ of M^{rs} Elizabeth/ Stewart,/ née Ettrick.*

Rectangular, 106mm (4 3/16in) high

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800

Born in Kent, Novosielski was the middle of three children born to the Polish architect, Count Michael Novosielski (1747-1795) and his wife, Countess Felicia Regina Novosielski (b.1750). Novosielski was commissioned as a Royal Navy Lieutenant on 19 December 1806. He married firstly, Mary Ann Jones (1775-1828) of Suffolk and secondly, Elizabeth Ettrick (1801-1879) of Bath two years following the former's death.

His parents had their portraits painted by Angelica Kauffmann in 1791. The portrait of Count Michael Novosielski hangs in the National Gallery of Scotland (NGS 76150). The portrait of the Countess sold at Christie's, London on 11 June 11 1920 (lot 26) and later at Dreweatts in Donnington on 5 April 2000 (Lot 104). Whilst working as a scene-painter in 1782, the Count managed to talk his way into refurbishing the King's Theatre in Haymarket (now known as Her Majesty's Theatre). When it burnt down in 1790, he was the architect appointed to rebuild it.



148

148

Robert William Satchwell (British, active 1793-1818)

General Sir John Doyle, 1st Baronet GCB, KCH (1756-1834), wearing scarlet uniform with dark blue facings and standing collar, gold braiding and epaulette, star of the Order of the Bath, white frilled chemise and black stock.

Signed and dated on the reverse *Painted by R. W. Satchwell April 1813*, ormolu frame with scroll leaf and *rocaille* decoration.

Rectangular, 77mm (3 1/16in) high

Provenance: Lawrences, Crewkerne, 28 April 1977, lot 428.

£600 - 800

€710 - 940

US\$920 - 1,200

The sitter portrayed in the present lot had previously been identified as General Sir Charles William Doyle (1770-1842). Comparison with an oil portrait of c.1810 by Margaret Carpenter (1793-1872) (Boston Museum of Fine Arts, Acq. no.39.795) confirms that Doyle had blue eyes, making this previous identification untenable.

Sir John Doyle was the fourth son of Charles Doyle (d.1769) of Bramblestown, County Kilkenny and his wife, Elizabeth, daughter of the Rev. Nicholas Milley of Johnville, County Kilkenny. Destined for a legal career, Doyle was admitted to Lincoln's Inn in 1769 but followed his younger brother, Welbore Ellis, into the army two years later, purchasing an ensigncy in the 48th foot. He served with distinction in the American War of Independence and the French Revolutionary Wars, particularly at Brooklyn, where he rescued the body of his commanding officer. In 1793, Doyle raised his own regiment, the 87th (Royal Irish Fusiliers) Regiment of Foot, serving in Holland, Gibraltar and Egypt.

The latter part of Doyle's career included his appointment as Private Secretary to George IV. He was also appointed Lieutenant Governor of Guernsey in 1803 where he served until 1813. Doyle was appointed Knight Bachelor in 1813, General in 1819 and a Knight of the Bath in 1821. It has been suggested that the present lot may have been commissioned on the occasion of this latter appointment. On 29 October 1825 Doyle was created a baronet, but upon his death, his baronetcy became extinct. John Ramsay and Sir Thomas Lawrence, amongst others painted his portrait.



149

149^Y

John Cox Dillman Engleheart (British, 1782-1862)

An Officer of the Royal Engineers, wearing scarlet coat with gold standing collar and epaulette, white chemise and black stock, dark blue overcoat with red lined standing collar and white inner lining draped over his left shoulder.

Signed on the reverse and dated *J.C Dillman Engleheart/ Pinxit./ 1827./ 75 Upper Berkley Street/ London Portman*, gilt-mounted on papier-mâché frame.

Rectangular, 91mm (3 9/16in) high

Provenance: Sotheby's, London, 4 July 1983, lot 183.

£1,000 - 1,500

€1,200 - 1,800

US\$1,500 - 2,300

150^Y

Thomas Hargreaves (British, 1775-1846)

A Lady, called Mrs Mary Whitehouse née Lake (1774-1865) carrying her daughter, Clarissa Barbara, on her back: the former, wearing white dress with short sleeves and vermillion cloak, her dark hair upswept beneath a straw hat adorned with flowers, her right hand pointing upwards; the latter, cradled on her mother's back within the seat of a blue shawl, resting her arm on her mother's neck and wearing white dress, her brown hair curling naturally.

Gilt-wood frame, together with a loose handwritten note: *Presented to Charlotte Mary Folks/ Augst 10th 1865/ In memory of those ***/ dear when in life/ and in death.*

Rectangular, 107mm (4 3/16in) high

Provenance: The sitters; thence by family descent.

Literature: J. E. Thornes, *John Constable's skies: a fusion of art and science*, 1999, p.133, pl.49; V. Charles, *Constable*, 2005, p.19, pl.13; M. Gayford and A. Lyles, *Constable Portraits: The Painter & His Circle*, 2009, p.80, pl.12.

£1,500 - 2,500

€1,800 - 2,900

US\$2,300 - 3,800

Very little is known of the sitters portrayed in the present lot but they both seem to have come from large families. Mary Lake is said to have been the youngest of eighteen children. She married William Whitehouse (1772-1844), who came from a merchant family in



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Liverpool. A gentleman by this name is listed as a broker and agent with the West of England Fire & Life Insurance Company at 10 Exchange Buildings, 124 Duke Street, Liverpool (E. Baines, *History, Directory, and Gazetteer, of the County Palatine of Lancaster, Vol I: Liverpool*, 1824, p.343). Mary and William are said to have had at least eight children, of which Clarissa was the third.

The composition of the present lot is remarkably similar to Chinnery's miniature portraying William Makepeace Thackeray and his mother, Anne Becher, sold at these salerooms on 21 November 2012 (lot 83). Chinnery is known to have drawn and painted a number of double and group family portraits containing similar compositions whilst in India. The threat of disease posed by the tropical climate created a taste for portraits conveying close relationships and idealized images of domestic bliss.

The present lot is also comparable with Chinnery's 1803 miniature portraying a mother embraced by her child from behind (J. Aronson and M. E. Wieseman, *Perfect Likeness: European and American Portrait Miniatures from the Cincinnati Art Museum*, 2006, ill.p.118, pl.30). The mother had at one time been identified as Sarah Siddons but this identification has since come into question as Chinnery was in India by 1803. Whilst the vermillion shawl is absent from this particular composition, the body positioning of the two sitters is closely comparable with those of the present lot who, like the Thackerays, are traveling by foot. The same theme is explored in the 1803 miniature, in which the rigging behind the seated mother and child indicates a voyage by sea.

John Constable is also known to have featured female figures wearing red cloaks in his paintings. In the wake of the industrial revolution, England was suffering an agricultural depression and the inclusion of a gypsy mother nursing her child and wearing a red cloak in his 1828 canvas, 'The Vale of Dedham' (National Gallery of Scotland, Accession no. NG 2016), may reflect the instability of rural life and Constable's sympathy for the cause of ordinary people.

The European landscape behind Mrs Whitehouse and her daughter Clarissa suggests that the portrait was painted in England but it would seem highly probable that Hargreaves was aware of Chinnery's earlier work in India and influenced by the themes he and Constable explored.



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151

Richard-Augustus Clack (British, 1804-1881)

A portrait of two Young Boys, presumably the artist's sons, holding battledores and wearing Eton suits, their broad white collars edged with frilled trim; one standing before a Classical column, the other seated on a chair and holding a shuttlecock in his right hand.

Pencil on paper heightened with watercolour, signed on the reverse *RA Clack delt./ Exmouth/ Sept' 21st 1840./ Copy of one made/ in the year 1831*, gilded composition frame with acanthus leaf border.

Rectangular, 155mm (6 1/8in) high

£500 - 700

€590 - 820

US\$760 - 1,100

Two lithographs by Richard James Lane (1800-1872) after the original drawing of 1831, titled 'Young Clacks', are in the collection of the National Portrait Gallery, London (Nos. D21848, D22187). The title of the lithographs would suggest that the boys depicted were sons of Richard-Augustus Clack.



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At the date of the present lot, the game, today recognised as

'Badminton' was still known by its original name of 'Battledore and Shuttlecock'. The game is thought to have developed in Ancient Greece before spreading to China, Japan, India and Siam. It is known to have been played in medieval England and by the late 16th Century, it had become a popular children's game.

An upper class pastime, Battledore and Shuttlecock was simply two people hitting a shuttlecock backwards and forwards with a simple bat as many times as they could without allowing it to hit the ground. In 1830, the record for the number of hits was made by the Duke of Somerset's family and was apparently 2117 hits. The development of the game into 'Badminton Battledore' happened towards the end of the 1850s and is named after Badminton House, the home of the Duke of Beaufort.

152

Adam Buck (Irish, 1759-1833)

A portrait of a Young Boy, wearing an Eton suit, broad white collar with frilled edge, his right arm resting on a ledge.

Pencil on paper heightened with watercolour, signed on the obverse and dated *Adam Buck 1833*, gilt-wood frame.

Rectangular, 192mm (7 9/16in) high

£600 - 800

€710 - 940

US\$920 - 1,200



153

153

Adam Buck (Irish, 1759-1833)

A Lady, wearing white dress and fill-in, frilled collar and shawl, her hair curled and upswept beneath a white bonnet, dressed with a plume of ribbons and tied beneath her chin in a ribbon bow.

Pencil and watercolour on paper, signed on the obverse and dated *Adam Buck 1820*, gilded composition frame.

Rectangular, 130mm (5 1/8in) high

£500 - 700

€590 - 820

US\$760 - 1,100

154^Y

Alfred Edward Chalon, RA (British, 1780-1860)

Lady Mary Seymour née Gordon (d.1825), seated on an upholstered chair and wearing white *décolleté* dress with short bouffant sleeves trimmed with frilled white lace, a long coral necklace suspended from her neck, her brown hair falling in soft curls around her face.

Signed on the obverse ÆChalon, gilt-metal frame, the slip engraved LADY MARY SEYMOUR DAU./ OF 9TH MARQUIS OF HUNTLEY.

Rectangular, 105mm (4 1/8in) high

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800

Lady Mary was the eldest of eight children born to George Gordon (1761-1853), 9th Marquess of Huntly and Catherine Anne Cope (1771-1833). On 15 April 1822 she married Frederick Charles William Seymour (1797-1856), a grandson of Francis Seymour-Conway, 1st Marquess of Hertford and Lady Isabella Fitzroy. His parents were Admiral Lord Hugh Seymour (1759-1801) and Lady Anne Horatia Waldegrave (1762-1801). The couple had two children, Mary Frederica (d.1902) and Conway Frederick Charles (1823-1914).

Seven years after Lady Mary's death in 1825, Frederick married Lady Augusta Hervey (d.1880), daughter of Frederick, 1st Marquess of Bristol and the couple had six children.



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155^Y

Walter Stephens Lethbridge (British, 1771-circa 1831)

A Young Girl, seated in a landscape, wearing white *décolleté* dress with blue ribbon sash, her bodice decorated with blue embroidery, her capped sleeves and corsage dressed with matching ribbon bows, white pantaloons edged with lace, blue shoes tied with ribbon bows at her ankles, double-stranded coral necklace and bracelets, her red hair parted at the centre and worn short, she rests her right hand on her purple shawl and the lead of her spaniel in her left.

Gilt-metal frame with pierced ribbon cresting and standing attachment to the reverse.

Rectangular, 168mm (6 5/8in) high

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800



155

156

William Corden (British, 1797-1867)

A miniature portraying the three children of Bonamy and Caroline Dobree: Bonamy (1818-1907), Caroline (b.1820) and Mary (b.1821), standing together in a garden setting; the former, navigating a kite in his right hand and wearing dark blue Eton suit, the collar of his white chemise edged with frilled trim; Caroline, wearing an off-the-shoulder white dress and waist sash, a green bonnet in her right hand, her left arm around the shoulders of her younger sister; Mary, carrying a floral bouquet in the gathered skirts of her matching white dress; their dark hair parted and worn short.

Painted on porcelain, signed and dated on the reverse *Bonamy Dobree born August 1818./ Caroline Locke Dobree born Feb 7. 1820/ Mary Dobree born July 1821/ Painted by W^m Corden/ June 1824.*

Rectangular, 162mm (6 3/8in) high

£700 - 900

€820 - 1,100

US\$1,100 - 1,400

The present lot portrays three descendents of the Dobrées who had been a prominent family on the island of Guernsey. The present lot was commissioned a year and a half after the death of their mother, Caroline (née Locke) on 6 January 1823.

Their mother and father, Bonamy Dobree (1794-1863) married on 6 November 1817 at Bloomsbury in London. Of the three children, their eldest, Bonamy, became a banker and held office as Governor of the Bank of England from 1859-1861. He married Emma Mary Snell Chauncey on 26 October 1840. The couple had six children: Harry Hankey (1842-1908); Augustus Croft (1844-1867); Caroline Locke (1847-1928); Robert Arthur Bainbrigge (1849-1880); Mary Augustus (1854-1947); Bonamy (1863-1891). Little is known of his two younger siblings.

157^Y

James Holmes (British, 1777-1860)

A Gentleman, standing before Classical architecture and wearing Van Dyck costume beneath a blue cloak draped around his shoulders (cracked).

Signed on the obverse and dated *Holmes/ 1822*, gilt-wood frame.

Rectangular, 136mm (5 3/8in) high

Provenance: Purchased at Hortons on 16 May 1969; thence by descent.

£500 - 700

€590 - 820

US\$760 - 1,100

The present lot, dated 1822, had traditionally been identified as Lord Byron but comparison with other images of the poet and the lack of Byron's dimpled chin make this identification untenable. It has however been suggested that the miniature could portray Byron's friend, Scrope Berdmore Davies (1782-1852). Between 1815-1816, Holmes is known to have painted portraits of Byron and Davies as gifts for one another. The 1815 miniature of Lord Byron was reproduced several times on ivory by Holmes and engraved by Henry Meyer for distribution amongst Byron's closest friends (R. Walker, *Regency Portraits, vol I: Text*, p.85).

The miniature of Scrope Davies was sold at Christie's, London on 5 December 1906 (lot 33) and was signed on the reverse 'Painted by Js. Holmes 1816 for lord Byron — Scrope Davies'. In the absence of any surviving images of Holmes' miniature of Scrope Davies, it has not been possible to confirm whether the present lot is a copy after the original portrait of 1816.

158^Y

Attributed to William Grimaldi (British, 1751-1830)

William Croughton (1757-1827) and his wife, Sarah Croughton née Curteis (1763-1827); the former, seated at a table on a red upholstered chair, wearing blue double-breasted coat over black trousers, white waistcoat, frilled chemise, stock and cravat, a quill in his right hand; the latter, seated on a red upholstered chair, wearing pale blue dress with crenellated lace trim, white fill-in, cream shawl edged with embroidery draped about her, multi-stranded pearl necklace, her dark hair curled in ringlets beneath a white bonnet, holding a book in her right hand, her left arm resting on a table beside her (the latter cracked).

Gilded composition frames with foliate and *rocaille* decoration.

Rectangular, 137mm (5 3/8in) high (2)

Provenance: Christie's, London, 18 December 1979, lot 77.

£600 - 800

€710 - 940

US\$920 - 1,200

William Croughton married Sarah Curteis, daughter of Richard Curteis (1737-1814) and Mary Giles (1740-1806) on 7 October 1785 at Tenterden in Kent. The couple had three children: Richard (1788-1822), Samuel (1790-1814) and Sarah (1794-1844).

159^Y

James Leahey (British, 1773-1865)

Elizabeth Foulkes née Fortescue (b. circa 1762), wearing black dress with lace trim, her white fill-in fastened with a gold brooch pin, vermillion shawl edged with embroidered border draped about her, her blonde hair curled and upswept beneath a white turban.

Gilt-mounted on papier-mâché frame, the backing paper inscribed *Elizabeth 2 daughter of Richard/ Inglett Fortescue of Buckland Filleigh/ ***ridlestone great grandchild of Bishop/ Stephen Weston of Exeter, married/ John Davy Foulkes of Medland.*

Rectangular, 108mm (4 1/4in) high

Provenance: Purchased from Limner Antiques, London on 1 October 1979; thence by descent.

£600 - 800

€710 - 940

US\$920 - 1,200

Elizabeth was the daughter of Richard Inglett Fortescue (1731-1790) and Elizabeth Weston (d. 1816). She married John Davy Foulkes (1756-1843), Esq. of Medland in Devon and they had one son, Peter Davey (1756-1843).



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159



157



158



160

160^Y

English School, circa 1820

General Sir George Napier (1784-1855), seated upon a red upholstered armchair and wearing dark blue coat with black collar and button straps, one of which supporting a gold monocle, cream breeches and waistcoat, white chemise and black stock, his right sleeve pinned to his coat at his abdomen.

Oil on plaster laid onto wood panel, mounted within a glazed gilt-metal frame with brown velvet slip and standing attachment to the reverse.

Rectangular, 144mm (5 11/16in) high

£500 - 700

€590 - 820

US\$760 - 1,100

George was the second son of Colonel George Napier (1751-1804) and his second wife, Lady Sarah Bunbury, née Lennox (1745-1826). Having joined the 24th Light Dragoons in 1800, George's behaviour whilst numbered amongst their ranks, concerned his father enough to have him swiftly transferred to a foot regiment. Three years later, George attained his captaincy whilst serving in the 52nd Light Infantry. It was during his time with the regiment that George served under Sir John Moore (1761-1809) at Shornccliffe and in several conflicts during the

Peninsular campaign of 1809-1811. George soon became a favourite of Sir John, who appointed him aide-de-camp at the Battle of Corunna. On 16 January 1812, George's right arm was broken by a rogue shell. Three days later, he lost the arm entirely whilst fighting at Ciudad Rodrigo. Having received the Peninsular gold medal for valour in the vanguard, George returned home to England where he married Margaret Craig (d.1819) of Glasgow. The couple had five children. Twenty years after Margaret's death, George wed the widowed Frances Dorothea Williams-Freeman, née Blencowe (d.1881).

Having returned to active service in 1814, George received a rapid succession of promotions as he ascended quickly through the ranks, achieving that of General in 1854. Between 1837-1843, George held the post of Governor and Commander-in-Chief of the Cape of Good Hope, during which time he stoically enforced the abolition of slavery. Returning to Europe in 1844, George lived out the remainder of his life in Nice, eventually dying in Geneva in 1855. George had documented his military experience for his children, a work which his youngest son published in 1885 under the title, 'Passages in the Early Military Life of General Sir G. T. Napier'.



161

161^Y

Andrew Robertson, MA (Scottish, 1772-1845)

George Broadrick Esq. (1786-1840), wearing brown overcoat with fur collar over blue double-breasted coat, white waistcoat, frilled chemise and tied stock.

Gilt-mounted on papier-mâché frame.

Rectangular, 90mm (3 9/16in) high

Provenance: Sotheby's, London, 29 October 1979, lot 225.

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800

162^Y

Andrew Robertson, MA (Scottish, 1772-1845)

John Thomas Mitford, 2nd Baron Redesdale (1805-1886), wearing blue coat and pale yellow waistcoat, white chemise, stock and cravat.

Gilt-metal frame, the obverse engraved *LORD REDESDALE/ A ROBERTSON*.

Rectangular, 91mm (3 9/16in) high

Provenance: Sotheby's, London, 10 December 1979, lot 201.

£1,000 - 1,500

€1,200 - 1,800

US\$1,500 - 2,300

John Thomas Freeman-Mitford was the son of John Freeman-Mitford (1748-1830), 1st Baron Redesdale and Lady Frances Perceval (1767-1817), daughter of John Perceval, 2nd Earl of Egmont and Catherine Compton, Baroness Arden. John Thomas attended Eton College and New College, Oxford, where he received a Master of Arts in 1828. He held the office of Speaker of the House of Lords between 1851-1886, becoming known for his domination of private bill legislation.

Upon his father's death, John Thomas succeeded to the title of 2nd Baron Redesdale. On 3 January 1877 he was created 1st Earl of Redesdale. He remained unmarried and died at Vernon House, St. James's on 2 May 1886. Having died without an heir, Redesdale's cousin, Algernon Bertram Freeman-Mitford, GCMG, KCB (1837-1916), inherited his estate and was created Baron Redesdale in 1902. Algernon was the paternal grandfather of the notorious 'Mitford Sisters', who attracted a great deal of negative publicity for the scandal in their personal lives and controversial political affiliations.

163^Y

William Patten Junior (British, died 1843)

Sir Edward Banks (1770-1835), wearing blue coat, white chemise, stock and cravat.

Gold frame.

Octagonal, 53mm (2 1/16in) high

Literature: D. Foskett, *Miniatures Dictionary and Guide*, 1987, p. 615.

£700 - 900

€820 - 1,100

US\$1,100 - 1,400

William Patten's full-scale oil portrait of Sir Edward Banks resides at the National Portrait Gallery, London (NPG 5504).

Edward Banks was born at Hutton Hang near Richmond, North Yorkshire. After spending two years at sea, Banks returned to Yorkshire in 1789 and became involved in a number of construction projects as a day labourer.



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In 1791 Banks became a contractor on the Leeds and Liverpool Canal. Two years later he worked under the engineer, John Rennie (1761–1821) on the Lancaster and Ulverston canals and the two maintained a fruitful professional relationship throughout Rennie's lifetime. As Banks' professional profile and work load increased he went into business with Colonel Hylton Jolliffe MP (1773-1843), founding the firm Jolliffe & Banks in the early 1800s. In 1807, the Rev. William John Jolliffe (1774–1835) replaced his brother in the partnership at which time the firm rapidly grew to become one of the major contractors for public works.

Over the next three decades, Banks & Jolliffe were responsible for important bridges, dockyards, lighthouses and prisons, all of which contributed to Britain's commercial strength and domestic security. Rennie had established himself as the principal bridge builder in the capital and contracted Jolliffe & Banks to build with him: Waterloo Bridge (1811–17); the piling, masonry, and centering of Southwark Bridge (1814–19) - the largest cast-iron bridge ever built; the new thousand-foot granite London Bridge (1824–31); the bridge over the Serpentine at Hyde Park (1821–4) and Staines Bridge (1827-1832).

He married firstly in 1793, Nancy Franklin (d.1815) with whom he had five sons and three daughters and secondly in 1821, Amelia Pytches (d.1836), Rev. Jolliffe's sister-in-law.

Banks lived on Adelphi Terrace, Westminster and had country properties at Oxney Court, Dover, and Sheppey Court in Kent. Banks was knighted on 12 June 1822 for his skill and perseverance in building Waterloo and Southwark bridges - the first knighthood bestowed on an engineer. He died at his daughter's house at Tilgate, Sussex, on 5 July 1835. Obituaries remarked on his integrity, piety, and benevolence.

164^Y

Andrew Robertson, MA (Scottish, 1772-1845)

A Lady, wearing white dress with fill-in and collar, pale yellow shawl, her dark hair upswept beneath a white bonnet tied beneath her chin. Gilt-metal chased *fausse-montre* frame.

Oval, 54mm (2 1/8in) high

£500 - 700

€590 - 820

US\$760 - 1,100

165^Y

Andrew Robertson, MA (Scottish, 1772-1845)

The artist's first wife Jenny, seated on a red sofa before a Classical column and red drapery, profile to the left, wearing long sleeved white dress, sky blue cuffs, yellow gloves and red coral necklace, her dark hair upswept and secured in place with a gold comb, her right elbow resting on the back of the sofa, her gloved hands clasped.

Gilt-mounted on wooden frame.

Rectangular, 92mm (3 5/8in) high

Provenance: Sold by Limner Antiques, London, to Edward Grosvenor Paine in August 1972; Edward Grosvenor Paine Collection, New Orleans (Inv. no.613); Christie's, London, 28 October 1980, lot 62; Christie's, London, 21 November 2000, lot 292.

£1,000 - 1,500

€1,200 - 1,800

US\$1,500 - 2,300



165

The present lot is comparable with an earlier portrait of the artist's first wife, which appeared at Christie's, London on 12 July 1988 (lot 181). In both instances, Robertson has portrayed Jenny in profile to the left. Her innocence and youth in the earlier portrait, which Robertson exhibited at the R.A. in 1803 (no.776), has been replaced in the present lot by a marked confidence and maturity. By the time of the latter portrait's conception, the Robertsons were enjoying a period of financial stability, signified by Jenny's surroundings and attire. The design of her white dress was made increasingly fashionable by Sir Thomas Lawrence in his acclaimed portraits of the society ladies of the day. The yellow gloves covering her clasped hands and the heavy coral beads suspended from her neck are further indications that the couple were financially comfortable and able to indulge in fashionable tastes.

Little is known about Jenny Robertson, only that she was the mother to Andrew's three eldest children, Captain Charles Robertson (1808-1889), Edward (b.1809) who, like his father and uncles became a miniaturist, and finally, Mary. Andrew Robertson was considered to be a highly-rated miniaturist during his lifetime and enjoyed the patronage of a distinguished clientele that included the Duke of Sussex (1773-1843) and the 6th Duke and Duchess of Roxburghe (1816-1879; 1814-1895). According to Foskett, Robertson charged 10/6 for a portrait miniature in 1792 and was charging 12 guineas for his small ovals by 1807. He was greatly influenced by Nasmyth and Raeburn under whom he studied whilst in Scotland and was later nurtured by Benjamin West during his enrollment at the R.A. Schools in London. Robertson is often credited with introducing the techniques of oil portraiture to miniature painting - a transition which would consume the next generation of miniaturists including his protégé, Sir William Charles Ross (1794-1860) and Frederick Cruickshank (1800-1868). Robertson had two further children, Samuel and Emily by his second wife, who is said to have been the only daughter of a Mr Samuel Boxill of Waterford, Barbados but her name and dates remain elusive.



166

166^Y

Thomas Hargreaves (British, 1775-1846)

A Lady, seated on a plum upholstered chaise-longue, wearing green dress with bouffant sleeves and double-tiered white lace trim, her white shawl draped about her arms, in her left hand she holds a monocle suspended from a long gold chain, multi-stranded gold bracelet on her left wrist, her hair curled and upswept beneath a white lace bonnet tied beneath her chin and dressed with flowers.

Ormolu frame with border of foliate and scroll leaf decoration.

Rectangular, 107mm (4 3/16in) high

Provenance: Christie's, London, 23 June 1981, lot 147.

£1,000 - 1,500

€1,200 - 1,800

US\$1,500 - 2,300



167

167^Y

Thomas Hargreaves (British, 1775-1846)

A Lady, called Anne Foster, wearing purple gown with bouffant sleeves, a white lace shawl draped about her her and a long gold chain suspended from her neck and tucked into her waist belt, the back of her blonde hair plaited and curled into a large knot, the front parted and curled in ringlets framing her face.

Gilt-metal frame.

Rectangular, 98mm (3 7/8in) high

Provenance: The sitter; thence by descent.

£600 - 800

€710 - 940

US\$920 - 1,200

Anne Foster was the eighth child and second daughter of the architect and engineer, John Foster (1759-1827). Although best remembered for the scandal surrounding his work on Princes Dock (1810-1821), Foster is also credited with implementing a number of beneficial changes to the city of Liverpool including the widening, paving and lighting of its streets. Foster's work can also be seen in the Athenaeum (1799) and the Corporation Church of St Luke, begun in 1811 and completed to a much altered design in 1831, by his son who followed his father into the same profession.



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John Foster Junior (1786-1846) succeeded his father as Senior Surveyor to the Corporation of Liverpool but his career eclipsed that of Foster Senior. During the apex of Liverpool's prosperity (c.1816-1835), Foster Junior came to be regarded as the city's leading architect. Heavily influenced by his travels in Greece, Foster designed the chapel at St James's Cemetery in the grounds of Liverpool Cathedral as a small Greek doric temple (1825-6). He is also responsible for the Huskisson Rotunda (1836) at the same location and the custom house on Canning Place (1828-35). Once an important landmark in Liverpool's cityscape, the custom house was bombed in 1940 and subsequently demolished. Sadly, only three or four of his buildings survive owing to demolition or bombing during WWII.

Thomas Hargreaves was born in Liverpool. Aged sixteen, he entered the Royal Academy Schools in London on 29 March 1790 and was later apprenticed to Sir Thomas Lawrence from 1793. Owing to ill health, Hargreaves returned to Liverpool c.1795 but exhibited intermittently at the Royal Academy, the Society of British Artists and the Liverpool Academy between 1798-1843. His sons, Francis, George and James were also miniaturists.

168^Y

Thomas Hargreaves (British, 1775-1846)

A Gentleman, seated on a crimson upholstered chaise-longue, wearing black coat, plum waistcoat, white chemise and black tied stock.

Gilt-mounted on papier-mâché frame.

Rectangular, 91mm (3 9/16in) high

£600 - 800

€710 - 940

US\$920 - 1,200

169^Y

Thomas Richmond (British, 1771-1837)

A Lady, wearing forget-me-not blue décolleté dress, the bodice edged with crenellated trim, gold belt buckle, gold multi-stranded necklace and pendent earrings, her hair parted, elaborately upswept and curled in ringlets framing her face.

Inscribed on the reverse *Oct 31st 1831/ Proof Born/ J*e Hou**on*, gilt-mounted on rectangular papier-mâché frame.

Oval, 84mm (3 5/16in) high

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800

170^Y

Circle of William John Newton (British, 1785-1869)

A Gentleman, wearing dark brown coat, cream waistcoat, gold watch chain, white chemise and black tied stock.

Gilt-mounted on papier-mâché frame.

Rectangular, 100mm (3 15/16in) high

Provenance: Sotheby's, London, 23 February 1978, lot 45.

£500 - 700

€590 - 820

US\$760 - 1,100

171^Y

English School, circa 1820

A Lady, seated on a green upholstered sofa before a Classical column, wearing pale pink dress with white lace trim to her décolleté and sleeves, a long gold chain tucked into her pink waistbelt, ultramarine stole draped around her right forearm, her dark hair upswept and curled in tight ringlets, a posy of flowers in her left hand.

Gilt-mounted on papier-mâché frame.

Rectangular, 90mm (3 9/16in) high

£700 - 900

€820 - 1,100

US\$1,100 - 1,400



169



170



171



172

172^Y

Frédéric Millet (French, 1786-1859)

A Lady, wearing pale pink dress trimmed with fur, her dark hair curled, upswept and secured in place with a tortoiseshell comb.

Signed on the obverse *Millet*, gilt-mounted on papier-mâché frame.

Octagonal, 91mm (3 9/16in) high

Provenance: Sotheby's, Zurich, 13 November 1979, lot 88.

£600 - 800

€710 - 940

US\$920 - 1,200

173^Y

Mille de la Morinière (French, active 1834-1835)

A Lady, wearing white décolleté dress, gold pendent necklace and earrings, her blonde hair elaborately upswept, plaited and dressed with pink and white flowers.

Signed on the obverse *R de la Morinière*, brown leather travelling case.

Oval, 39mm (1 9/16in) high

£500 - 700

€590 - 820

US\$760 - 1,100



173

174^Y

Bernhard von Schroetter (1772-1842)

A Lady, wearing apricot dress with white bouffant sleeves and lace-edged collar, a jeweled pendant on a short ribbon cord suspended from her neck and matching pendent earrings, the back of her dark hair plaited and upswept into a large knot, the front centrally parted and curled in ringlets framing her face.

Signed on the obverse *Schroetter*, gilt-mounted within rectangular gilt-wood frame with acanthus leaf border and blue velvet mount.

Oval, 108mm (4 1/4in) high

Provenance: Purchased at Hortons on 16 May 1969; thence by descent.

£500 - 700

€590 - 820

US\$760 - 1,100



174

175^Y

Johann Baptista Van Acker (Flemish, 1794-1863)

Two miniatures portraying an Officer and a Lady, called 'Papa and Maman de Tashtere': the former, wearing dark blue coat with brass buttons and ivory standing collar, gold epaulette and black stock; the latter, wearing blue dress with frilled lace trim, multi-stranded gold and coral necklaces, the former suspending an oval pendant at her right breast, coral pendent earrings, her curling blonde hair plaited, upswept and supported with a gold-mounted coral comb.

The former, signed on the obverse and dated *J. Vanacker f 1822*; the latter, signed on the obverse and dated *I. V. 1824*; gilt-mounted on rectangular turned wood frames.

Oval, 70mm (2 3/4in) high (2)

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800

176^Y

François Théodore Rochard (French, 1798-1858)

Amantine Lucile Aurore Dupin, later Baroness Dudevant, known as 'George Sand' (1804–1876), wearing brown cloak, black coat and white chemise, her dark hair worn short.

Signed on the obverse *F. Rochard*, ormolu frame with *rocaille* border.

Rectangular, 104mm (4 1/8in) high

£500 - 700

€590 - 820

US\$760 - 1,100

Contemporary portraits of Sand by Alcide Joseph Lorentz (1813-1858) and Maurice Sand (1823-1889) also depict the novelist wearing gentlemen's attire (the former held at Musée de la Ville de Paris and Musée Carnavalet; the latter held at Musée de la Vie Romantique).

Sand was the daughter of Maurice Dupin (1778-1808) and Sophie-Victoire Delaborde. She was brought up by her grandmother at Nohant, near La Châtre in Berry. In 1822 Sand married Baron Casimir Dudevant (1795-1871). The first years of their marriage were happy enough until Sand began an affair with a young magistrate before embarking on a passionate liaison with a neighbour. In January 1831 she left Dudevant and moved to Paris. The couple were legally separated four years later.

Once in Paris, Sand found a good friend in Henri de Latouche (1785-1851), director of 'Le Figaro', who accepted some of the articles she wrote with Jules Sandeau (1811-1883) under the pseudonym, Jules Sand. In 1832 she adopted a new pseudonym, George Sand, for 'Indiana', a novel which Sandeau had no involvement. A passionate protest against the social conventions that bind a wife to her husband, 'Indiana' brought Sand immediate fame. The majority of Sand's early works, including 'Mauprat' (1837), 'Spiridion' (1839), and 'Les sept Cordes de la lyre' (1840), evidence the influence of the men in her life. The number of lovers she took grew to include, Prosper Mérimée, Alfred de Musset, and Frédéric Chopin. Her most widely used quote is, 'There is only one happiness in life - to love and be loved'.

Eventually, Sand found her calling in a variety of rustic novels, which drew their chief inspiration from her lifelong love of the countryside and sympathy for the poor. In 'La Mare au diable' (1846), 'François le Champi' (1848) and 'La Petite Fadette' (1849), Sand returned to the familiar setting of the Berry countryside in which she had grown up. It was around this time, against the backdrop of the Révolution de Février, that Sand established her own newspaper, published by a workers' co-operative. Her rustic tales are considered to be some of her finest works. The writer subsequently produced a series of novels and plays of impeccable morality and conservatism. Among her later works is her autobiography, 'Histoire de ma vie' (1854–55).

George Sand died at Nohant, near Châteauroux on 8 June 1876 and was buried in the grounds of her home there.



175



176



175



177

177^Y

James Warren Childe (British, 1778-1862)

A pair of miniatures portraying Henry Lannoy Hunter (1802-1876) and his wife, Charlotte Octavia Codrington (d.1895): the former, standing before a Classical interior with landscape vista, wearing black coat, buff trousers, cream waistcoat, white chemise and black tied stock, his riding crop in his left hand; the latter, seated on a red upholstered settee, wearing black *décolleté* dress with beret sleeves, white underslip with lace trim, a spray of flowers at her corsage, a long gold chain suspended from her neck and tucked into her waist sash, a miniature framed within a gold bracelet on her left arm, ermine tippet draped about her shoulders, her dark hair plaited, upswept and secured in place with a tortoiseshell comb, the front parted and curled in ringlets framing her face, a book in her right hand, landscape beyond.

Ebonised and gilt-wood frames.
Oval, 168mm (6 5/8in) high (2)

Provenance: Bonhams, London, 2 September 2008, lot 178.

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800

Henry Lannoy Hunter was the son of Henry Lannoy Hunter (b.1773) and Harriet Boycott (d.1832). Charlotte Octavia Bethell-Codrington was the eldest of six children born to Christopher Bethell-Codrington (1764-1843) and the Hon. Caroline Georgina Harriet Foley (1777-1843). The couple married on 10 December 1833 and had a son, Henry Lannoy Hunter (1836-1909) and a daughter, called Charlotte.

The Hunters were a family of merchants involved in overseas trade since the 17th century. Andrea Soldi painted Hunter's great-grandfather, the first Henry Lannoy Hunter (1709-1768), wearing oriental dress and enjoying the fruits of a successful hunting expedition c.1733-6 (Tate Britain, T11977). During the 1740s he purchased the Beech Hill estate in Berkshire, where the Hunter family remained until Henry and Charlotte's only surviving grandchild, Mary Charlotte Hunter, gave the house to the British Red Cross and gifted the remainder of the estate to her mother's family.



177

178^Y

Emanuel Thomas Peter (Austrian, 1799-1873)

Baroness Marie Freifrau von Ebner-Eschenbach nee Dubský (1830-1916), seated before red drapery, wearing black dress and matching coat, the latter edged with embroidery, white chemise with frilled sleeves and collar, gold bracelets, her hair centrally parted and upswept. Signed on the obverse and dated *Em: Peter. 1852.*, gilt-metal mount.

Rectangular, 108mm (4 1/4in) high

Provenance: Fischer Galleries, Lucerne, 18 May 1949, lot 824; Sotheby's, London, *Holzschneider Collection*, 9 June 1986, lot 99.

£600 - 800

€710 - 940

US\$920 - 1,200

Marie Freifrau von Ebner-Eschenbach was a prominent Austrian author, noted for her psychological novels. She was the daughter of Baron Franz Graf Dubsky (b.1755) and his first wife, Maria, Baroness von Vockel (b.1806), who died shortly after Maria's birth. In 1848, Marie married her cousin, Captain Moritz Freiherr von Ebner-Eschenbach (1815-1898), who supported her in her desire to write. The couple remained childless but are believed to have led a generally happy life together.

Marie's first work, a satire entitled, 'Aus Franzenbad', was published anonymously in 1858. During the 1860s she published several plays, all of which were unsuccessful. It was not until 1876 when Marie published her first short novel, 'Boenza', that she gained a reputation as an author. By 1880 she was widely read and her success continued throughout the 1890s, reaching its height in around 1899, when she became the first female to receive the Austrian Decoration for Art and Science, Austria's highest civil honour. On the occasion of her 70th birthday the following year, the University of Vienna bestowed upon her a doctorate of philosophy.

After the death of her husband in 1905, Marie traveled to Italy on several occasions. The following year she published her memoirs, one of her final works. Marie died on 12 March 1916 at her home in Vienna.

179^Y

Attributed to Miss Sarah Biffin (British, 1784-1850)

A pair of miniatures portraying Evelyn Boscawen (1819-1889), 6th Viscount Falmouth and his wife, Mary Frances Elizabeth Stapleton (d.1891), Baroness le Despenser: the former, wearing black coat and waistcoat, white chemise and black tied stock; the latter, wearing dress over white chemise with lace collar, forget-me-nots at her bodice, her centrally parted hair upswept, the back plaited into a knot and interwoven with a strand of pearls (the latter cracked).

Gilt-metal frames with pierced foliate borders and monogram crestings AA and MLAD (respectively) beneath the Viscount's coronet of six pearls, the reverse of each engraved *ASPREY. 166 BOND S^r & 22 ALBEMARLE S^r*. Rectangular, 108mm (4 1/4in) high (2)

£600 - 800

€710 - 940

US\$920 - 1,200

Evelyn Boscawen, 6th Viscount Falmouth was the son of Rev. the Hon. John Evelyn Boscawen (1790-1851), vicar of Ticehurst and Catherine Elizabeth Annesley (d.1859). Evelyn attended Eton and Oxford before being called to the Bar in 1841. On 29 July 1845, he married Mary Frances Elizabeth Stapleton, 17th Baroness le Despenser, daughter of the Hon. Thomas Stapleton (1792-1829) and Maria Wynne Banks (d.1823). The couple raised six children: Mary Elizabeth Frances Catherine (1846-1916), Evelyn Edward Thomas, 7th Viscount Falmouth and 18th Baron le Despenser (1847-1918), Hugh le Despenser (1849-1908), Edith Maria (1851-1906), Mabel Emma (1855-1927) and John Richard de Clare (1860-1915).

Upon the death of John Fane, 7th Earl of Westmorland and 14th Baron le Despencer (1685-1762), the barony of le Despencer became dormant owing to his lack of male issue. It was subsequently revived twice for the descendants of his sisters. When Thomas Stapleton died, the title passed to his daughter, Mary, together with Mereworth Castle, near Maidstone in Kent when she married Evelyn Boscawen, for whom the site accommodated an extensive and successful stud.

A universally admired and respected patron of the turf, Boscawen had previously been well known for his herds of cattle, sheep and black-brown roadsters. His racing career spanned nearly thirty years and began with the mare 'Flax', bred at the Middle Park Stud, whom he purchased in 1856.

Boscawen entered the sport under the name, 'Mr Valentine' and trained his horses with John Scott at Malton before working with Mathew Dawson at Newmarket following Scott's death. Although his first classics winner to appear in his 'magpie' colours was the One Thousand Guineas 'Hurricane', his first homebred winner was 'Queen Bertha', bred from Flax and winner of the following year's 'Oaks Stakes'. 'Harvester' won five races and competed in the 'dead heat' at the Epsom Derby in 1884. Boscawen bred a total of nineteen winners at the classic races, owned the winners of sixteen and accumulated over £300,000 in winnings. 'The Falmouth Stakes' are named in his honour.

Upon his cousin's death in 1852, Boscawen succeeded to the title of 6th Viscount Falmouth and 6th Baron of Boscawen Rose. His son, Evelyn Edward Thomas Boscawen (1847-1918), 7th Viscount Falmouth and 18th Baron le Despencer, bred the One Thousand Guineas winner 'Quintessence' and the Two Thousand Guineas winner 'Clarissimus'.



178



179



180

180^Y

Sir William Charles Ross, RA (British, 1794-1860)

A Lady, standing in a landscape and wearing black dress and white underslip, a pink rose at her corsage, jeweled belt, olive green shawl draped about her shoulders, her hair upswept into a knot, the front centrally parted and curled in ringlets framing her face, holding periwinkles in her right hand.

Gilt-mounted within brown leather travelling case lined with velvet.

Rectangular, 113mm (4 7/16in) high

Provenance: Christie's, London, 18 December 1979, lot 82.

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800

181^Y

Sir William Charles Ross, RA (British, 1794-1860)

A pair of miniatures portraying George Stevens Byng, 2nd Earl of Strafford, PC (1806-1886) and his second wife, the Hon. Harriet Elizabeth Cavendish (d.1892), both seated: the former, wearing black coat, white waistcoat and chemise, black stock and cravat with pearl cravat pin; the latter, wearing décolleté white dress with wide triple-tiered lace collar, her bodice dressed with blue ribbon bows and a coral dress pin, a gold and enamel pendant suspended from a black ribbon around her neck, her hair centrally parted and upswept.

Gilt-mounted within ormolu frames, *rocaille* decoration to the borders; gilt-metal slip surrounding the former engraved *GEORGE 2ND EARL OF STRAFFORD*, paper label to the reverse signed *Painted by Sir W.^m C. Ross R.I./ miniature Painter to/ The Queen/ 1849.*; gilt-metal slip surrounding the latter engraved *HARRIET ELIZABETH DAU. OF 1ST LORD CHESHAM/ 2ND WIFE OF GEORGE 2ND EARL OF STRAFFORD.*

Rectangular, 113mm (4 7/16in) and 106mm (4 3/16in) high respectively (2)

£4,000 - 6,000

€4,700 - 7,000

US\$6,100 - 9,200



181

George Stevens Byng was the only child of Field Marshal John Byng (1772-1860), 1st Earl of Strafford, GCB, GCH, PC and his first wife, Mary Stevens Mackenzie (d.1806). In 1822 he graduated from the Royal Military Academy and subsequently entered the 29th Regiment of Foot as an ensign. He became a Lieutenant in 1825 after transferring to the 85th Regiment of Foot, gaining a promotion to Captain the following year.

Byng began his political career in 1830 as MP for Milborne Port. He held this seat only briefly before taking the post of Comptroller of the Household to his then father-in-law, Lord Anglesey, Lord-Lieutenant of Ireland. Byng was later elected MP for Chatham in 1834, MP for Poole (1836-1837) and Chatham again (1837-1852). Under Lord Melbourne, Byng was sworn of His Majesty's Privy Council in 1835 and also served under Melbourne as Comptroller of the Household (1835-1841) and Treasurer of the Household (1841). In 1846 he was appointed Joint Secretary to the Board of Control under the new Prime Minister, Lord John Russell. In 1853, Byng was summoned to the House of Lords through a writ of acceleration in his father's barony of Strafford after losing his parliamentary seat the previous year. Upon his father's death in 1860, Byng inherited his Earldom.



181

Lord Strafford married firstly, Lady Agnes Paget (1809-1845), daughter of Field Marshal Henry Paget, 1st Marquess of Anglesey and Lady Caroline Elizabeth Villiers on 7 March 1829. Lady Agnes bore him six children, three sons and three daughters. Three years after her death in October 1845, Byng married the Hon. Harriet Elizabeth, daughter of Charles Compton Cavendish, 1st Baron Chesham (1793-1863) and Lady Catherine Susan Gordon (1792-1866). The couple had seven children: Charles Cavendish George (1849-1918), Alfred John George (1851-1887), Lionel Francis George (1858-1915), Julian Hedworth George, later 1st Viscount Byng of Vimy (1862-1935), Susan Catherine Harriet (d.1936), Elizabeth Henrietta Alice (d.1920) and Margaret Florence Lucy (d.1945).

Lord Strafford died in October 1886, aged 80 and was succeeded in his titles by his eldest son by his first wife, George Henry Charles Byng (1830-1898). Two years after Lord Strafford's death, the Countess of Strafford and five of her children moved into No.19 Curzon Street. She died four years later in June.



182

182^Y

Edward J. Harding (Irish, 1804-1870)

Lady Elizabeth Deane (née O'Callaghan Newenham) (d.1851) and her daughters, Susanna Adelaide (1837-1919) and Olivia Louise (b.1838), before Classical columns, foliage and red drapery: the former, wearing pale blue dress with white lace trim, large gold framed cameo brooch at her corsage; the elder daughter, standing and wearing white dress with lace trim to the collar and sleeves, red and white striped sash, her hair parted at the front and plaited, the back tied in a knot, she looks at the bracelet on her mother's right wrist; the younger daughter, seated and wearing identical white dress and hair style, red coral necklace, Lady Deane's arm around her and a posy of flowers at her waist.

Gilt-metal slip and carved giltwood frame, the reverse inscribed *For/ H.M. Falkin(g)s/ after/ our departure/ 1899/ miniature of/ (Eliza) Lady Deane/ done by/ Harding of Cork.*

Rectangular, 179mm (7 1/16in) high

Provenance: Bonhams, London, 8 March 1993, lot 47.

Literature: Daphne Foscett, *A Dictionary of British Miniature Painters*, Vol I, 1972, p.307.

£1,000 - 1,500

€1,200 - 1,800

US\$1,500 - 2,300

Elizabeth 'Eliza' O'Callaghan Newenham came from an important family in Cork, the Newenham family of Coolmore. The daughter of architect, Robert Newenham (1770-1849), she married Sir Thomas Deane (1792-1871), also an architect, as his second wife in 1827. The couple lived at Dundanion Castle in Cork, built by Deane in 1832, where they raised their four children: Sir Thomas Newenham Deane (1828 – 1899) who became a noted architect in his own right; Robert, who died in infancy in 1831; Susanna Adelaide, known as 'Ada' and Olivia Louise.

The Deanes were a family of builders and architects who had been involved in Cork's building trade for several generations. Thomas Deane was the eldest of seven children born to Alexander Deane, a builder and his wife, Elizabeth Sharpe (d.1828). When his father died in 1806, his mother took over the running of the family business, which Thomas joined at the age of fourteen. In 1811 he designed his first building, the Cork Commercial Buildings, on the South Mall, won in competition against William Wilkins (1778-1839) and he went on to design a number of other notable buildings in the city, including the Bank of Ireland (1838-1840) and parts of the University College campus, now Queens College (1845). Deane was one of the founding members of the Cork Society for the Promotion of the Fine Arts (est. 1816). He served as a member of the Cork Corporation for many years and was elected Mayor of Cork in 1815 and 1830. Deane received his knighthood in 1830 and purchased the Ummera estate near Timoleague in County Cork during the same year. Some time after Eliza's death from breast cancer in 1851, Deane moved to 26 Longford Terrace, Monkstown in County Dublin, having suffered prolonged periods of depression following her death. He had two children with his first wife, Catherine Conellan, named Julia (d.1863) and John (1815-1887) and one child, Hermann Frederick (1858-1921) with his third wife, Harriet Williams (c.1814-1881).

183^Y

Cornelius Beavis Durham (British, 1809-1884)

The daughters of Alexander Barclay: the first, seated and wearing white dress with lace trim, pearl necklace, gold bangle on her right arm, a voluminous stole of burgundy and pale yellow stripes edged with pearls and draped about her shoulders, her centrally parted hair upswept and curled in ringlets framing her face, a forget-me-not in her right hand; the second, standing behind her sister and positioning a pearl pendant jewel at the crown of her head, wearing powder blue bodice dressed with gold ribbon, billowing sky blue sleeves, white lace collar, her centrally parted hair plaited into a knot and dressed with gold jewels.

Gilt-metal frame.

Rectangular, 165mm (6 1/2in) high

£1,200 - 1,800

€1,400 - 2,100

US\$1,800 - 2,700





184



186



185



187

184^Y

Mlle. Jenny Girbaud (French, 1822-1894)

A Young Girl, wearing blue coat and white chemise with frilled lace collar, her dark wavy hair parted.

Signed on the obverse *J. Girbaud*, gilt-metal frame with pierced suspension loop.

Oval, 51mm (2in) high

£500 - 700

€590 - 820

US\$760 - 1,100

185^Y

Samuel Lover, A.R.H. (Irish, 1797-1868)

A Gentleman, called E.P. Wolstenholme, wearing grey jacket, blue and white waistcoat, white chemise, stock and blue tied cravat.

The reverse signed and dated *E.P. Wolstenholme/ Saml Lover/ 1840/ born 1824*, gilt-metal mount.

Oval, 80mm (3 1/8in) high

Provenance: Woolley & Wallis, Salisbury, 25 March 2009, lot 12.

£600 - 800

€710 - 940

US\$920 - 1,200

186^Y

Circle of Kenneth Macleay, R.S.A. (Scottish, 1802-1878)

A Young Child, wearing white dress with lace trim and blonde wavy hair worn short.

Gold chased frame, the reverse with foliate border surrounding an aperture, glazed to reveal two locks of brown and blonde hair, the aperture mounted within a border of turquoise beads.

Oval, 43mm (1 11/16in) high

£800 - 1,200

€940 - 1,400

US\$1,200 - 1,800

187

J. Westhoven (British, active mid-19th Century)

A Lady, wearing chocolate brown dress with lace trim, a cameo brooch pinned to her white underslip, charms on a gold chain suspended from her neck and fastened to her bodice, her hair plaited and upswept into a large knot at the back of her head, the front parted and curled in ringlets framing her face.

Painted on porcelain, signed on the reverse and dated *J. Westhoven/ 1855*, gilt-metal mount.

Oval, 74mm (2 15/16in) high

Provenance: Bonhams, London, 30 October 2001, lot 517.

Literature: L. Schidlof, *Miniature in Europe*, 1964, vol.IV, pl.623, ill. no.1253.

£500 - 700

€590 - 820

US\$760 - 1,100

Whilst known to have worked in England, Schidlof suggests that Westhoven was of Dutch descent.



188

188^Y

Gabriel Aristide Passot (French, 1797-1875)

Louis-Napoléon Bonaparte (1808-1873), First President of the French Republic (1848-1852) and Napoléon III, ruler of the Second French Empire (1852-1870), wearing dark blue uniform with gold embroidered standing collar and epaulettes, red moiré sash and black stock, the breast star of the *Légion d'Honneur* fastened at his left.

Signed on the obverse *Passot*, gold frame with border of old-cut diamonds to the obverse, brooch pin attachment and suspension loops to the reverse.

Oval, 40mm (1 9/16in) high

£1,000 - 1,500

€1,200 - 1,800

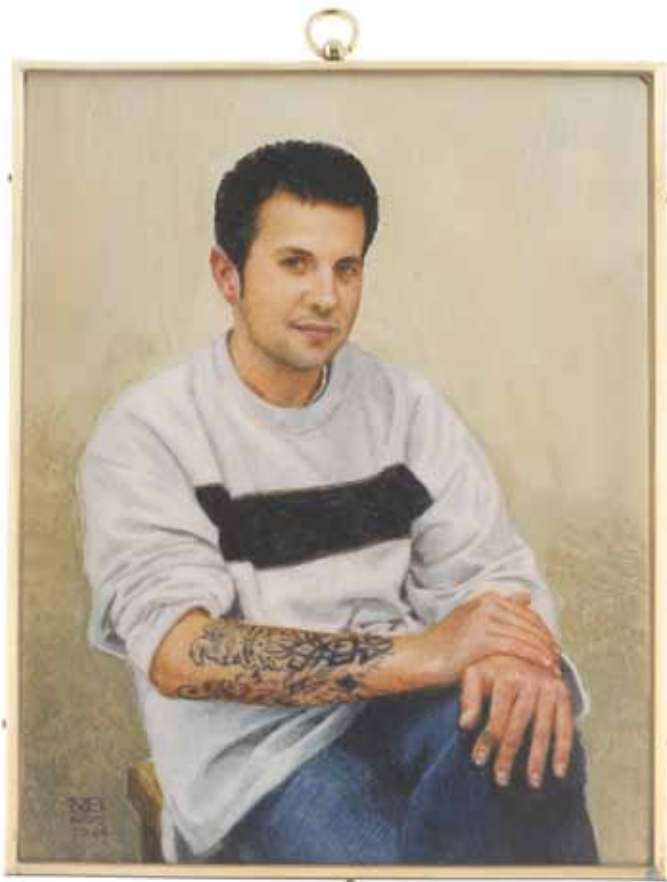
US\$1,500 - 2,300

The present lot is closely comparable with a portrait painted on porcelain by Sophie Liénard, which sold at these salerooms on 23 May 2007 (lot 166). These images of a tired and weary ruler compare favourably with Hippolyte Flandrin's full-length oil portrait of 1853 (Chateau de Versailles, France). The Emperor is said to have preferred the pomp and ceremony of Winterhalter's distinguished interpretation of the ruler (a copy of the original, which is now destroyed, resides in the Museo Napoleonico, Rome) but he nevertheless accepted Flandrin's rendering which met with great success at the London Universal Exhibition of 1862 and the Paris Salon of 1863.

A nephew of Napoleon I, Louis-Napoléon was the third son of Louis Napoléon Bonaparte (1778-1846), King of Holland (1806-1810) and Hortense de Beauharnais (1783-1837), step-daughter of Napoleon I. Since Hortense was known to have kept a host of lovers, Louis' paternity remained a source of debate for his opponents and has continued to prove problematic for historians.

When the Second Republic eventually dissolved, Louis-Napoléon won a landslide victory, having garnered support from over three-quarters of the electorate. Facing staunch opposition in Parliament from the monarchist Orlean and Bourbon factions, Louis-Napoléon staged a military coup, funded by his mistress, in the winter of 1851. A national referendum condoned this appropriation of dictatorial powers, although many of his former champions, including Victor Hugo, maintained their support. Initially, Louis-Napoléon dramatically diminished the role and political potency of Parliament but was later forced to make allowances in order to smooth over the ruffled feathers of his more liberal detractors, most significantly appointing Émile Ollivier to the post of Prime Minister in 1869.

A period of rapid economic growth followed, chiefly allowing for the onset of modern industry and for the regeneration of Paris. Louis-Napoléon's approach to foreign policy, however, earned him a plethora of vocal opponents. The Franco-Prussian War saw Louis-Napoléon's self-appointment as head of the armed forces but he was a poor military strategist and refused the advice of others who would have proved more competent. The resulting loss of life suffered during the conflict culminated in Louis' capture by the Prussians and his deposition by the newly-forged Third Republic. Louis-Napoléon lived out the remainder of his life in exile at Chislehurst in Kent with his wife, Eugénie de Montijo (1826-1920) and their only son, the Prince Imperial. Shortly before his death, memories of his capture and final defeat at the Battle of Sedan are said to have tormented him to the bitter end. The death of his only heir, Napoléon Eugène, in Africa six years later extinguished all hope for the restoration of the Bonapartes.



189

189

Michael Bartlett, VPSLm, VPRMS, HS (British, 1922-2008)

A Young Man, seated and wearing jeans and white sweatshirt.

Watercolour on ivory, signed and dated on the obverse with the artist's monogram *MB/ RMS/ 2004*, inscribed on the reverse *LESLIE./ 2004/*

Painted by/ MICHAEL BARTLETT PVPRMS., gilt-metal frame.

Rectangular, 124mm (4 7/8in) high

£500 - 700

€590 - 820

US\$760 - 1,100



190

190

Michael Bartlett, VPSLm, VPRMS, HS (British, 1922-2008)

A Young Man, wearing leather jacket with fur lined collar and olive green sweater.

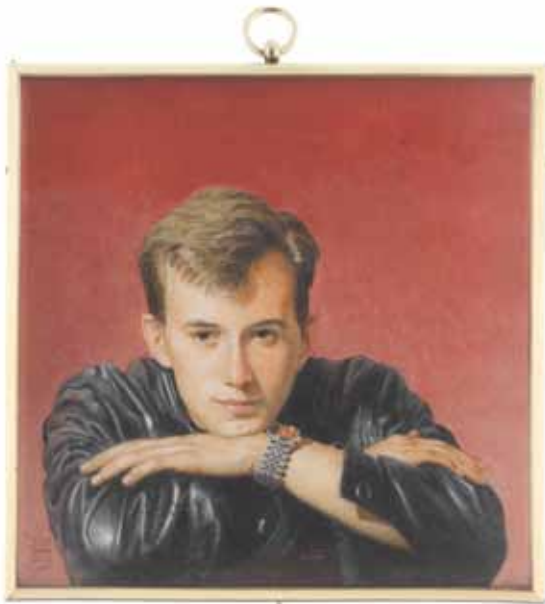
Watercolour on ivory, signed and dated on the obverse with the artist's monogram *MB/ RMS/ 1998*, gilt-metal frame.

Oval, 91mm (3 9/16in) high

£500 - 700

€590 - 820

US\$760 - 1,100



191

191

Michael Bartlett, VPSLm, VPRMS, HS (British, 1922-2008)

A Young Man, called Ricardo Insua-Cao, leaning on the back of a chair and wearing leather jacket and watch.

Watercolour on ivory, signed and dated on the obverse with the artist's monogram *MB/ RMS/ 1995*, inscribed on the reverse *RICARDO INSUA-CAO./ 1995/ Painted by/ MICHAEL BARTLETT RMS-HS-SLM/ 51 Earls Court Road London W8 6EE*, gilt-metal frame.

Square, 80mm (3 1/8in) high

£500 - 700

€590 - 820

US\$760 - 1,100



192

192

Michael Bartlett, VPSLm, VPRMS, HS (British, 1922-2008)

A Young Man, called Ricardo Insua-Cao, wearing leather jacket and white t-shirt.

Watercolour on ivory, signed and dated on the obverse with the artist's monogram and dated *MB/ RMS/ 1995*, inscribed on the reverse *RICARDO INSUA-CAO./ 1995/ Painted by/ MICHAEL BARTLETT RMS-HS-SLM./ 51 Earls Court Road London W8 6EE*, gilt-metal frame.

Oval, 91mm (3 9/16in) high

£500 - 700

€590 - 820

US\$760 - 1,100

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NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller’s responsibility to you

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

Bonhams’ responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equaling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer’s* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

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

Bidding in person

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

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

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

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

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

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

8. VAT

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

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

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

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

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

9. PAYMENT

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

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

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

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £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 2% 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 2% surcharge.

Credit cards: Visa and Mastercard only. Please note there is a 2% 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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 10 of the *Buyers Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to VAT on the *Buyer's Premium*.

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8	FAILURE TO PAY FOR THE LOT		all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.		waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9	THE SELLER'S LIABILITY	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .		
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed <i>c/o Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,		
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;			10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.9	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, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.			10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i>, after the payment of	10	MISCELLANEOUS		
		10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express		

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

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

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

- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price of the Lot plus Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- You may wish to protect yourself against loss by obtaining insurance.
- 10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

11 MISCELLANEOUS

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

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

12 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Loss and Damage Warranty” means the warranty described in paragraph 8.2 of the Conditions of Business.

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

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

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

“New Bond Street” means *Bonhams’* saleroom at 101 New Bond Street, London W1S 1SR.

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

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

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

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

“Purchase Price” the aggregate of the *Hammer Price* and VAT on the *Hammer Price*.

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

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

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

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

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

“Stamp” means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

“Standard Examination” a visual examination of a *Lot* by a non-specialist member of *Bonhams’* staff.

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

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

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

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

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

“Website” *Bonhams Website* at www.bonhams.com

“Withdrawal Notice” the *Seller’s* written notice to *Bonhams* revoking *Bonhams’* instructions to sell a *Lot*.

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

GLOSSARY

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

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

“bailee”: a person to whom goods are entrusted.

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

“Section 12 Implied terms about title, etc

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

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

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19th Century Paintings

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Madalina Lazen
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20th Century British Art

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Aboriginal Art

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African and Oceanic Art

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U.S.A.
Fred Baklar
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American Paintings

Alan Fausel
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Antiquities

Madeleine Perridge
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Antique Arms & Armour

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

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Art Nouveau & Decorative Art & Design

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U.S.A.
Frank Maraschiello
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Australian Art

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Australian Colonial Furniture and Australiana

James Hendy
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Books, Maps & Manuscripts

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British & European Glass

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Suzy Pai
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British & European Porcelain & Pottery

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Contemporary Art

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California & American Paintings

Scot Levitt
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Carpets

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Chinese & Asian Art

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HONG KONG
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Clocks

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Jonathan Snellenburg
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Coins & Medals

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Contemporary Art & Modern Design

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Sharon Goodman Squires
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Costume & Textiles

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Entertainment Memorabilia

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Ethnographic Art

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Football Sporting Memorabilia

Dan Davies
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Furniture & Works of Art

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Greek Art

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Golf Sporting Memorabilia

Kevin Mcgimpsey
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Irish Art

Penny Day
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Impressionist & Modern Art

Deborah Allan
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Islamic & Indian Art

Alice Bailey
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Japanese Art

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Jewellery

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Marine Art

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Veronique Scorer
+44 207 393 3962
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Gregg Dietrich
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Mechanical Music

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Modern, Contemporary & Latin American Art

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Motorcycles

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Automobilia
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Natural History

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Old Master Pictures

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