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Fine Portrait Miniatures

Thursday 21 November 2013 at 11am
Knightsbridge, London



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1

1

Attributed to Edward Norgate (British, 1581-1650)

John Harrison Senior (1552-1628), against a blue background, wearing black cloak, white pleated ruff, white cuff, gold and ruby ring, his right hand raised to his chest.

Watercolour on vellum, glazed turned wood frame with gilded inner borders.

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

£2,500 - 3,500

€2,900 - 4,100

US\$4,000 - 5,600

Provenance:

Sotheby's, London, 10 July 1990, lot 8;

Bonhams, London, 24 November 2010, lot 26.

The present lot is based on a full-scale composition held by the City Art Gallery, York. John Harrison was High Master of St. Paul's School between 1581-1596 and served the young Prince Henry before entering the ministry. The jewelled ring in the present miniature alludes to Harrison's interests as a noted antiquary. His collection was acquired after his death by Sir Simonds D'Ewes.



2

2

English School, circa 1650

A Gentleman, wearing black doublet and white lace collar drawn with tassels, his natural hair worn to his shoulders.

Oil on copper, contemporary gold and enamel locket frame, the pale blue lid and base decorated with gilded *quatrefoils*, the inside of the lid bearing a family coat of arms consisting of a diagonal band of three demi-eagles upon a shield surrounded by acanthus leaves with studded helmet and demi-eagle cresting.

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

£1,000 - 1,500

€1,200 - 1,800

US\$1,600 - 2,400



3

3

Gonzales Coques (Dutch, 1614-1684)

A Gentleman, wearing black doublet and white lace lawn collar drawn with tassels, his natural hair falling before his shoulders.

Oil on copper, ebonised and turned wood frame.

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

£1,000 - 1,500

€1,200 - 1,800

US\$1,600 - 2,400

4

Thomas Flatman (British, 1637-1688)

A Gentleman, wearing black doublet and grey cloak finished with gold borders, the latter draped over his right shoulder, white lawn collar drawn with tassels, his natural hair falling over his shoulders.

Watercolour on vellum laid on card, gilt-mounted on rectangular turned wood frame.

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

£3,000 - 4,000

€3,500 - 4,700

US\$4,800 - 6,400

Provenance:

The Collection of Professor Dr. Emerich Ullman (1861-1937), Vienna;

Galerie Fischer, Lucerne, 31 August - 1 September 1937, lot 109;

Christie's, London, 5 June 2007, lot 103.

Exhibited:

Vienna, Nationalbibliothek, *Das Gemalte Kleinporträt*, 1931, no.559.

Literature:

L. Grünstein, *Die Sammlung Professor Dr. Emerich Ullman*, 1925, pp.70-71, ill.pl.116.



4

5

David des Granges (British, circa 1611-1671)

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

Watercolour on vellum, gilt-metal frame with pierced spiral cresting.

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

Provenance: The Perrins Collection, no.272.

£2,000 - 3,000

€2,400 - 3,500

US\$3,200 - 4,800



5



6

6
Circle of Matthew Snelling (British, 1621-1678)

A lady, called Lady Frances Whitmore, standing before dark green drapery and a landscape vista, wearing burnt umber robe over white lace chemise, pearl necklace and teardrop pearl earring, her dark hair partially upswept and dressed with strands of pearls and an ivory veil.

Watercolour on vellum, painted within a gilded vignette, gilt-wood frame with original bevelled glass.

Rectangular, 184mm (7 1/4in) high

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

Comparison with extant portraits of Lady Frances Whitmore (1666–1695) confirm she had fairer hair, a longer nose and fuller lips. Her portrait by Sir Godfrey Kneller as one of the 'Hampton Court Beauties' is held by the Royal Collection (RCIN 404727).

7

English School, circa 1640

A Gentleman, wearing a breastplate over his brown doublet, gold embroidered sash, white chemise and cravat, his brown hair worn to his shoulders. Oil on metal, gilt-metal frame with pierced spiral cresting and original bevelled glass.

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

£1,500 - 2,000

€1,800 - 2,400

US\$2,400 - 3,200

Provenance:

Mr. Jeffrey Whitehead;

The Fine Art Society, London, 1892, £15/15/-;

Bonhams, London, *The Charles E. Lees Collection*, 20 November 1997, lot 21.

Exhibited:

The Burlington Fine Arts Club, London, 1889, case XIV, no.22, (lent by Jeffery Whitehead);

The Fine Art Society, London, 1892, no.34 (lent by Jeffery Whitehead).

The sitter has previously been identified as the Royalist, James Graham, 1st Marquis of Montrose (1612-1650). While there are some facial similarities, comparison with extant portraits of Montrose show that he kept a moustache and goatee.

8

Studio of Jean Petitot (French, 1607-1691)

Marie de Rohan, styled 'Mademoiselle de Montbazon' (1600-1679), wearing ultramarine blue dress with white lace trim to her decollete, a teardrop pearl suspended from a jewelled brooch at her corsage, her bodice dressed with strands of pearls, a red stole draped over her right shoulder, pearl necklace and teardrop pearl pendent earrings, her dark hair curled and partially upswept.

Enamel, gilt-metal mount engraved *PETITOTI MADEMOISELLE DE MONBAZON*.

Oval, 33mm (1 5/16in) high

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

Marie de Rohan was the daughter of Hercule de Rohan, Duke of Montbazon (1568-1654) and Madeleine de Lenoncourt (1576-1602). She married the Duke of Luynes (1578-1621) in September 1617 with whom she had a son, Louis-Charles d'Albert (b.1620). After Luynes died in battle in 1621, Marie de Rohan married the Claude of Lorraine, Duke of Chevreuse (1578-1657) in April 1622, with whom she had three daughters.

Marie was the subject of much controversy in France, after instigating the Buckingham affair (1623-24) with the help of her English lover, Henry Rich. She fled to Spain, and later to England before eventually being allowed to return to court in France. She died in retirement at the convent of Gagny, Seine-Saint-Denis in 1679.

9*

Attributed to William Gibson (British, circa 1644-1702)

Mary Eyre née Bigoe, wearing brown dress over white chemise, pearl necklace, her red hair upswept beneath a black translucent veil falling over her shoulders.

Watercolour on vellum, gilt-metal frame bearing handwritten label *Mrs Jane [sic] Eyre wife of/ John Eyre of Eyrecourt/ whose daughter Mary/ married George Evans father/ of George 1st Lord Carbery/ aged '65_in 1689/ W:G/ pinxit.*

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

Provenance: The sitter; thence by descent to the present owner.

£600 - 800

€710 - 940

US\$960 - 1,300

The modelling of the sitter in the present lot is closely comparable with a signed miniature by William Gibson that sold at these salerooms on 10 April 2002 (lot 305).

Mary Bigoe was the daughter of Phillip Bigoe of Newtown, County Offaly. He held the office of High Sheriff of King's County in 1662. Mary married Colonel the Rt. Hon. John Eyre (1623-1685) of Eyrecourt Castle, Galway, which became a ruin in the 20th century. John Eyre was granted a large portion of land in reward for his contribution to the military campaign in Galway during the Cromwellian conquest of Ireland. The house, the surrounding estate and the nearby small town of Eyrecourt were all named in his honour. Mary and John had four children: Mary, Anne (d.1719), Samuel (1651-1728) and John (1659-1709). Their eldest daughter, Mary married George Evans of Bulgaddon Hall, County Limerick (1655-1720) in 1679. Evans declined George I's offer of a peerage but the sitter's grandson, George (c.1680-1749) accepted the offer in 1715 and became 1st Baron Carbery, of Carbery, County Cork.



7



8



9



10

10

John Hoskins (British, circa 1590-1664)

Henrietta Maria of France (1609-1669), Queen Consort of England, Scotland and Ireland (1625-1649), wearing white figured dress, white lace collar and fill-in, a large teardrop pearl suspended from her pearl necklace, matching pendant earring, her hair upswept, curled and dressed with a white ribbon bow, landscape background.

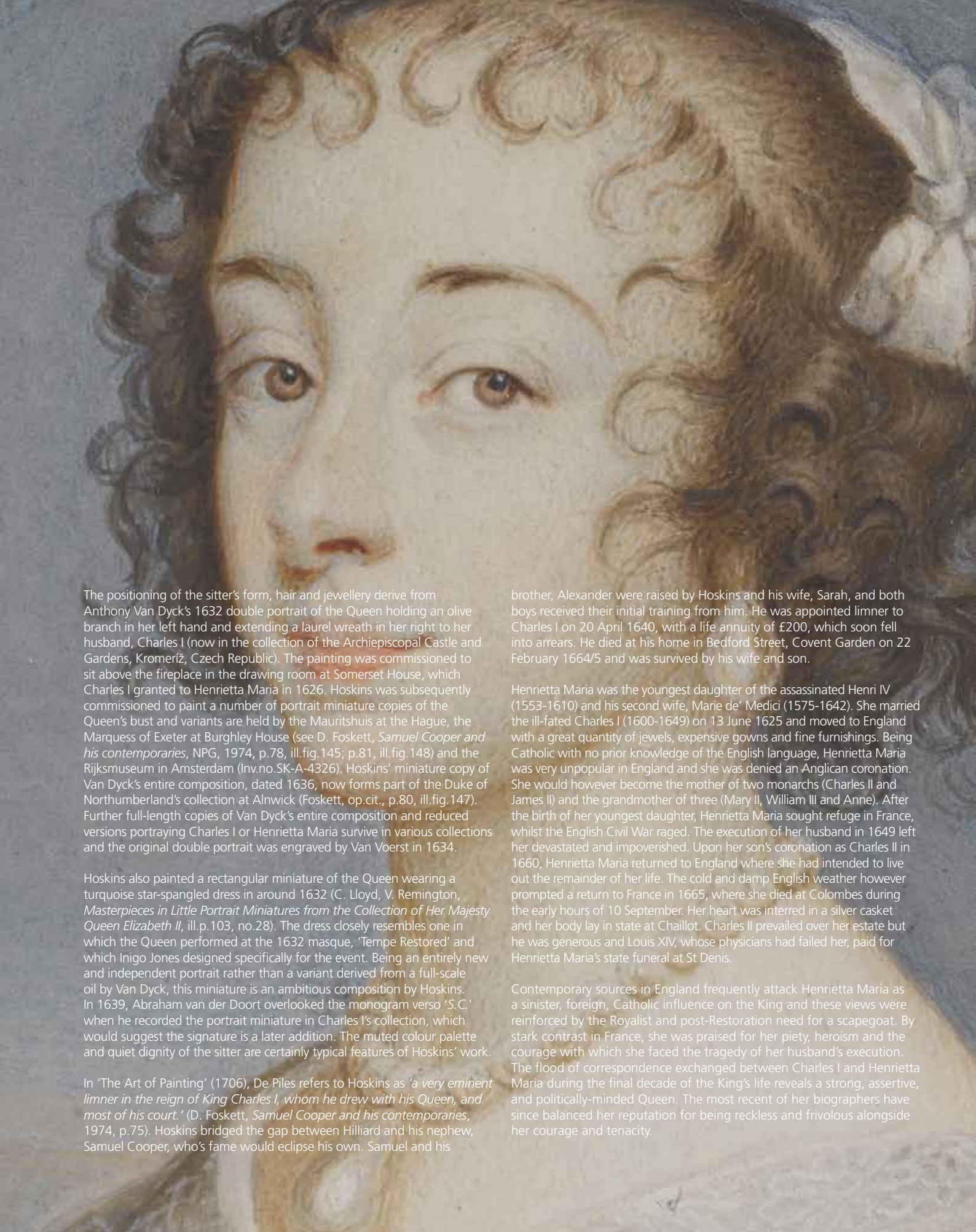
Watercolour on vellum, silver *fausse-montre* frame with foliate decoration.

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

£20,000 - 30,000

€24,000 - 35,000

US\$32,000 - 48,000



The positioning of the sitter's form, hair and jewellery derive from Anthony Van Dyck's 1632 double portrait of the Queen holding an olive branch in her left hand and extending a laurel wreath in her right to her husband, Charles I (now in the collection of the Archiepiscopal Castle and Gardens, Kromerž, Czech Republic). The painting was commissioned to sit above the fireplace in the drawing room at Somerset House, which Charles I granted to Henrietta Maria in 1626. Hoskins was subsequently commissioned to paint a number of portrait miniature copies of the Queen's bust and variants are held by the Mauritshuis at the Hague, the Marquess of Exeter at Burghley House (see D. Fosskett, *Samuel Cooper and his contemporaries*, NPG, 1974, p.78, ill.fig.145; p.81, ill.fig.148) and the Rijksmuseum in Amsterdam (Inv.no.SK-A-4326). Hoskins' miniature copy of Van Dyck's entire composition, dated 1636, now forms part of the Duke of Northumberland's collection at Alnwick (Fosskett, op.cit., p.80, ill.fig.147). Further full-length copies of Van Dyck's entire composition and reduced versions portraying Charles I or Henrietta Maria survive in various collections and the original double portrait was engraved by Van Voerst in 1634.

Hoskins also painted a rectangular miniature of the Queen wearing a turquoise star-spangled dress in around 1632 (C. Lloyd, V. Remington, *Masterpieces in Little Portrait Miniatures from the Collection of Her Majesty Queen Elizabeth II*, ill.p.103, no.28). The dress closely resembles one in which the Queen performed at the 1632 masque, 'Tempe Restored' and which Inigo Jones designed specifically for the event. Being an entirely new and independent portrait rather than a variant derived from a full-scale oil by Van Dyck, this miniature is an ambitious composition by Hoskins. In 1639, Abraham van der Doort overlooked the monogram verso 'S.C.' when he recorded the portrait miniature in Charles I's collection, which would suggest the signature is a later addition. The muted colour palette and quiet dignity of the sitter are certainly typical features of Hoskins' work.

In 'The Art of Painting' (1706), De Piles refers to Hoskins as 'a very eminent limner in the reign of King Charles I, whom he drew with his Queen, and most of his court.' (D. Fosskett, *Samuel Cooper and his contemporaries*, 1974, p.75). Hoskins bridged the gap between Hilliard and his nephew, Samuel Cooper, who's fame would eclipse his own. Samuel and his

brother, Alexander were raised by Hoskins and his wife, Sarah, and both boys received their initial training from him. He was appointed limner to Charles I on 20 April 1640, with a life annuity of £200, which soon fell into arrears. He died at his home in Bedford Street, Covent Garden on 22 February 1664/5 and was survived by his wife and son.

Henrietta Maria was the youngest daughter of the assassinated Henri IV (1553-1610) and his second wife, Marie de' Medici (1575-1642). She married the ill-fated Charles I (1600-1649) on 13 June 1625 and moved to England with a great quantity of jewels, expensive gowns and fine furnishings. Being Catholic with no prior knowledge of the English language, Henrietta Maria was very unpopular in England and she was denied an Anglican coronation. She would however become the mother of two monarchs (Charles II and James II) and the grandmother of three (Mary II, William III and Anne). After the birth of her youngest daughter, Henrietta Maria sought refuge in France, whilst the English Civil War raged. The execution of her husband in 1649 left her devastated and impoverished. Upon her son's coronation as Charles II in 1660, Henrietta Maria returned to England where she had intended to live out the remainder of her life. The cold and damp English weather however prompted a return to France in 1665, where she died at Colombes during the early hours of 10 September. Her heart was interred in a silver casket and her body lay in state at Chailot. Charles II prevailed over her estate but he was generous and Louis XIV, whose physicians had failed her, paid for Henrietta Maria's state funeral at St Denis.

Contemporary sources in England frequently attack Henrietta Maria as a sinister, foreign, Catholic influence on the King and these views were reinforced by the Royalist and post-Restoration need for a scapegoat. By stark contrast in France, she was praised for her piety, heroism and the courage with which she faced the tragedy of her husband's execution. The flood of correspondence exchanged between Charles I and Henrietta Maria during the final decade of the King's life reveals a strong, assertive, and politically-minded Queen. The most recent of her biographers have since balanced her reputation for being reckless and frivolous alongside her courage and tenacity.



11

11^Y

Follower of Pierre Mignard (French, 1612-1695)

Louise Renée de Penancoët de Kérouaille, Duchess of Portsmouth (1649-1734), wearing embroidered golden bodice over white chemise edged with frilled lace, two jewels fastened to her bodice, her ultramarine mantle draped about her form, her dark hair curled, partially upswept and falling over her shoulders.

Watercolour on vellum, turned ivory frame.

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

Provenance: Bonhams, London, 19 September 1995, lot 16.

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

The composition of the present lot is closely comparable with a full-scale oil portrait of 1682 by Pierre Mignard (1612-1695), which is held by the National Portrait Gallery, London (Acq. No. NPG 497).

Louise was the second of three children born to Guillaume de Penancoët, Comte de Kéroualle (d.1690) and his wife, Marie de Ploeuc de Timeur (d.1709). Towards the end of 1668, Louise was appointed a Maid of Honour to Henriette-Anne, Duchesse d'Orléans, Charles II's youngest sibling. Upon Henriette-Anne's death in 1670, Louise was taken into the service of the Queen Consort, Catherine of Braganza.

Shortly after her first year at court, Louise was swiftly established as the King's main mistress following the birth of their only son, Charles Lennox, 1st Duke of Richmond. On 19 August 1673, Louise was created Baroness Petersfield, Countess of Fareham and Duchess of Portsmouth, in addition to her new appointment as a Lady of the Queen's Bedchamber. The Duchess of Portsmouth's thorough understanding of the King's character enabled her to maintain her position at court throughout his life even during a period of ill health she endured in 1677 and a visit to France in 1682. One of the King's nicknames for Louise was 'Fubbs', meaning plump - a physical form that was much in vogue for ladies of court at this time. In 1682, a new royal yacht, HMY 'Fubbs', was built in her honour.

Charles II's attachment to Louise is evidenced by his dying instruction to his brother to 'do well by Portsmouth', making her one of three key women in his life, alongside the Queen and Nell Gwynne. After the King's death in 1685, the Duchess of Portsmouth however retreated to France, where she lived out the remainder of her life harassed by debt. Louis XIV and subsequently Philippe II, Duc d'Orléans, protected her against her creditors as best they could by allowing her a pension until her death at the age of 85 in Paris on 14 November 1734.



12

12

Christian Richter (Swedish, 1678-1732)

A Lady, wearing silver robe over her white chemise, a blue mantle draped about her form, her hair partially upswept and falling over her right shoulder.

Watercolour on vellum, gilt-metal frame with pierced ribbon cresting.

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

Provenance: Bonhams, London, 21 November 1996, lot 23.

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900



13

13

English School, circa 1710

A Lady, wearing golden robe over frilled white lace chemise, an ermine trimmed crimson cloak draped around her shoulders, her dark hair partially upswept and falling over her left shoulder.

Watercolour on vellum, set beneath original bevelled glass within a gilt-metal ring.

Oval, 22mm (7/8in) high

Provenance: Phillips, London, 19 April 1999, lot 180 (as by Bernard Lens).

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

Attributed to Susan Penelope Rosse (British, 1652-1700), after Samuel Cooper (British, 1609-1672)

An unfinished portrait of Frances Teresa Stewart, Duchess of Richmond and Lennox, 'La Belle Stuart' (1647-1702), wearing pearl necklace and matching pendent earrings, her hair curled and upswept.

Watercolour on vellum, the reverse inscribed *Mifs Stewart the favourite Mistrefs/ of Car. 2. married the Duke of Richmond & Lenox*, gilt-metal frame, engraved *DUCHESS OF RICHMOND* with pierced spiral cresting. Oval, 89mm (3 1/2in) high

£2,000 - 3,000

€2,400 - 3,500

US\$3,200 - 4,800

Provenance:

Bequeathed to the artist's husband, Mr Michael Rosse;
His Sale, 3 April 1723, lot 72 (sold together with a limning of Charles II by Susan Penelope Rosse after Samuel Cooper);
Ellen Harford nee Tower;
Bequeathed to her daughter, Louise Emily Harford (1864-1945);
Bequeathed to her son, Henry Hugh Arthur FitzRoy Somerset, 10th Duke of Beaufort KG GCVO KStJ PC (1900-1984);
Christie's, London, 18 December 1990, lot 88;
Bonhams, London, 22 March 1994, lot 35.

Exhibited:

National Portrait Gallery, *Samuel Cooper and his contemporaries* 1974, no.196.

Literature:

J. J. Foster, 1914-1916, Supplement, p.61, no.382 (fully attributed to Samuel Cooper);
D. Foskett, *Samuel Cooper 1609-1672*, 1974, p.85.
D. Foskett, *Samuel Cooper and his contemporaries*, 1974, p.102, ill. fig.196;
D. Foskett, *Collecting Miniatures*, 1979, pp.126-7, ill.pl.25G.

The present lot, previously attributed to Samuel Cooper by J. J. Foster, was in fact copied after one of Cooper's five prototypes for his finished limnings of the Duchess of Richmond. This particular prototype is said to have been the same that was acquired by Charles II from Cooper's widow in exchange for her pension and it had previously appeared on the list of works she offered for sale to Cosimo III, Grand Duke of Tuscany. However, an unfinished miniature of the Duchess by Cooper with a similar description also appears in the inventories of James II under the heading 'Whitehall, not Charles II's, small pictures', which would indicate that the prototype in the Royal Collection was acquired later by James II (Reynolds, *The Sixteenth and Seventeenth Century Miniatures in the Collection of her Majesty the Queen*, 1999, p.136-7, ill. fig.114; RCIN 420085).

In her will dated ten years later, Mrs Cooper bequeathed 'all my husband's pictures in Limning which I shall have by me at the time of my decease' to her cousin and Cooper's uncle and mentor, John Hoskins. Foskett suggests this collection may have eventually been sold and in part, purchased by Susan Penelope Rosse before being sold by her husband in 1723 (D. Foskett, *Samuel Cooper 1609-1672*, 1974, p.67). Whilst Cooper's unfinished limning of the Duchess had already been acquired by the Royal Collection by this date, it is possible that Rosse had prior access to it in order to make her copy.

It is not known for certain how and when Ellen Tower acquired the present lot but there is said to have been some connection between the Tower family and Rosse's father, Richard Gibson, who also knew the Hoskins and Cooper families (Foskett, *op.cit.*, p.85).



Frances Teresa Stewart was the daughter of Walter Stewart (or *Stuart*), a physician in Queen Henrietta Maria's court and a distant relative of the Royal family. She was born in exile in Paris and came to England in 1663 to act as Maid of Honour and subsequently Lady-in-Waiting to Charles II's new bride, Catherine of Braganza. Whilst a member of the Royal court, Stewart caught the eye of Charles II, who fell madly in love with her. The King's infatuation was so great that in the wake of Stewart's refusal to become his mistress, he considered the possibility of obtaining a divorce in order to marry her.

Stewart eventually married Charles Stewart, 3rd Duke of Richmond and 6th Duke of Lennox KG (1639-1672) as his third wife in March 1667. She was tragically disfigured by smallpox two years later. The King however retained his affections for her and Stewart was present at the birth of his nephew, Prince James Francis Edward Stuart in 1688, signing his birth certificate before the council. Upon her death in 1702, Stewart bequeathed her valuable property to her nephew, Lord Blantyre, whose seat at Lethington was renamed 'Lennoxlove' in her honour.



15

15^Y

Peter Cross (British, circa 1650-1724)

A Gentleman, wearing armoured breast plate, blue sash of the Order of the Garter, white jabot and full-bottomed powdered wig.

Watercolour on vellum, signed on the obverse with gilt initials, P[C] (cut down), turned ivory frame.

Oval, 29mm (1 1/8in) high

Provenance: Bonhams, London, 23 May 2007, lot 35.

£1,200 - 1,800

€1,400 - 2,100

US\$1,900 - 2,900



16

16^Y

Benjamin Arlaud (Swiss, circa 1670-after 1731)

A Gentleman, wearing suit of armour, red gardbrace edged with gold, white chemise, stock and lace cravat, his curled and powdered wig falling over his shoulders.

Watercolour on vellum, mounted onto the lid of a circular tortoiseshell box.

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

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

17

Benjamin Arlaud (Swiss, circa 1670-after 1731)

Sir Thomas Hare, 4th Baronet, MP (c.1688-1760), wearing crimson coat, white chemise and lace jabot, his full-bottomed natural wig falling over his shoulders.

Watercolour on vellum, the reverse inscribed *S^r Tho^s Hare/ Bar^t Stow Hall/ Norfolk/ Father to/ Lady Harris*, turned wood frame.

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

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

Provenance:

With Limner Antiques in 1985;

Bonhams, London, 21 May 2008, lot 15.



17

Sir Thomas Hare was the second son of Sir Thomas Hare of Stow Bardolph (c.1658-1693) and Elizabeth Dashwood (c.1660-1750). He was educated at Oriel, Oxford and married Rosamond Newby (d.1773) of Hooton, Yorkshire, with whom he had two daughters, Elizabeth and Mary (d.1791). Mary married Sir Thomas Harris (d.1782).

In September 1710, Hare was appointed secretary to Henry St. John II (later Lord Bolingbroke). After several unsuccessful attempts to gain further office, Hare obtained the support of Lord Lansdown, the government manager of the Cornish boroughs which secured his return to Truro in 1713. Hare's efforts to gain further office finally bore fruit in June 1714, when he was granted a post in the West Indies. Upon George I's accession to the throne, Hare was dismissed from his posts and later summoned before a secret committee chaired by Robert Walpole to investigate the impeachments of members of the previous Tory ministry. Hare died on 21 February 1760 and is buried at Stow Bardolph, Norfolk.



18

18

Nicholas Dixon (British, 1645-circa 1708)

A Gentleman, wearing white lace cravat over suit of armour, his long natural wig falling in curls over his shoulders.
Watercolour on vellum, signed on the obverse with gilt-monogram *ND*, gilt-metal frame with pierced spiral cresting.
Octagonal, 61mm (2 3/8in) high

£3,000 - 5,000

€3,500 - 5,900

US\$4,800 - 8,000

Provenance:

Sotheby's, London, 19 October 1981, lot 59;

Bonhams, London, 21 November 2007, lot 73.

19

Circle of Marie-Anne Belle Cheron (French, circa 1663-1718)

Prince James Edward Stuart 'The Old Pretender' (1688-1766), wearing suit of armour, white chemise and lace cravat, blue sash of the Order of the Garter, his long powdered wig falling over his shoulders.
Watercolour on vellum, ebonised and turned wood frame with original bevelled glass.

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

Provenance: Bonhams, London, 19 September 1995, lot 18.

£1,000 - 1,500

€1,200 - 1,800

US\$1,600 - 2,400



19

Portrait miniatures were in high demand by the exiled Stuart family due to their suitability as gifts for supporters of their cause. From 1702 onwards, it is known that three miniaturists were employed by the court; Jacques-Antoine Arlaud; Jacqueline de La Boissière; and Marie-Anne Chéron (wife of Alexis-Simon Belle, 1674-1734). The former two artists produced original portraits from life, while the latter copied the large scale portraits painted by her husband. Towards the end of Queen Anne's life, it was deemed essential to commission a new portrait of the Prince in order to sustain the Jacobite propaganda mill. The present composition is loosely derived from Belle's three-quarter length oil portrait of 1712, portraying the Prince wearing a breastplate instead of a full suit of armour. (UK Government Art Collection; see E. Corp, *The King over the Water*, Exhibition Catalogue, Scottish National Portrait Gallery, 2001, p.49, ill.fig.32). In addition to this portrait, two full-size copies and four smaller bust-length versions are known to exist. Belle's oil portraits of the Prince were swiftly engraved by the likes of Chéreau and translated into portrait miniatures by his wife, Marie-Anne, enabling Scottish envoys to carry James's image across the Continent to his supporters in England and Scotland. The full-bottomed wig and blue sash of the Order of the Garter played important roles in the young Prince's iconography, highlighting both his maturity and his rightful claim to the throne.

Prince James Francis Edward Stuart was the son and heir of the Catholic James II and VII (1633-1701) and his Italian Queen, Mary of Modena (1658-1718). The crisis prompted by his birth in 1688 inspired the so-called 'Glorious Revolution', which saw his parents flee to the Continent and his half-sister, Mary II (1662-1694), take the throne with her Dutch husband, William of Orange (1650-1702).



20

20

English School, circa 1680

Two portraits of a Lady and a Gentleman: the former, standing before a landscape and wearing gathered chemise and mantle, her hair partially upswept and falling before her left shoulder; the latter, wearing cloak, tied cravat and powdered shoulder-length wig.

Plumbagos, gilt-mounted on rectangular papier-mâché frames.

Oval 95mm (3 3/4in) and 89mm (3 1/2in) high respectively (2)

£1,000 - 1,500

€1,200 - 1,800

US\$1,600 - 2,400

The portrait of the lady in the present lot contains a rare background for a plumbago of this date.



21

21

Circle of Michael Dahl (Swedish, 1659-1743)

John Churchill, 1st Duke of Marlborough, Prince of Mindelheim and Prince of Mellenburg, KG, PC (1650-1722), wearing red cloak, white chemise and jabot, his long curled wig falling over his shoulders.

Oil on copper, the reverse engraved with ducal coronet above initials *J. D. M.*, framed within a gilt-metal acorn leaf mount beneath enamel cresting of the Marlborough coat of arms on rectangular papier-mâché frame.

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

£600 - 800

€710 - 940

US\$960 - 1,300

The present lot is comparable with an oil portrait of c.1702 attributed to Michael Dahl at the National Army Museum (Acq. No.NAM. 2000-06-146). An engraving by an unknown artist in the National Portrait Gallery, London (Acq. No.NPG D17874) also portrays Marlborough in a similar pose with a cloak draped over his left shoulder.

Marlborough was the eldest son of Sir Winston Churchill (1620-1688) and his wife, Elizabeth Drake. He rose from his position as court page to become a distinguished soldier and statesman, crushing the Duke of Monmouth's rebellion in 1685, which led James, Duke of York to the throne of England.

Marlborough distinguished himself in the field of battle as no English General had done before him, serving as Captain-General and then Commander-in-Chief of the Allied Armies, achieving huge victories against the French during the War of the Spanish Succession (1701-1713). Marlborough's arrogance against the backdrop of a war which was becoming increasingly unpopular, however contributed to his dismissal by Queen Anne in 1711. He was subsequently forced into exile on the Continent, ironically spending some months at Aix-la-Chapelle near Lille. With the accession of George I in 1714, Marlborough resumed his position as Captain General of the Allied Armies. While he was never seriously trusted or consulted again, Marlborough managed to maintain a level of influence and respect at court. He was happily married to Sarah Jennings (1660-1744) and the couple had six children. He is buried beside her in the family vault at Blenheim Palace. His image and legendary heroism were widely publicized throughout his lifetime.



22



23



24



25

22

Thomas Forster (British, 1677-1713)

A Gentleman of the de Wend family, wearing full-bottomed powdered wig, lace jabot and robes.

Plumbago, turned pearwood frame, inscribed on the reverse *THE FATHER OF MAJORI MICHAEL de WENDI 60th RIFLES*.

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

Provenance: Bonhams, London, 7 March 2001, lot 249.

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

23^Y

Attributed to Anton Friedrich König (German, 1722-1787)

An Officer, wearing breastplate over red coat with gold embroidery to the sleeve, white chemise, stock and lace cravat, his blue cloak edged with gold and draped over his left shoulder, his wig powdered and tied with black ribbon.

Gilt-metal frame.

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

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

24^Y

Gervase Spencer (British, circa 1715-1763)

A Gentleman, wearing blue coat with gold frogging, white figured waistcoat, chemise, stock and lace cravat, his powdered wig worn *en queue* and tied with black ribbon.

Signed on the obverse and dated, *GS/ 1753*, gold frame.

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

Provenance: Bonhams, London, 8 April 2010, lot 26.

£1,000 - 1,500

€1,200 - 1,800

US\$1,600 - 2,400

25

German School, circa 1730

Arthur Elphinstone, 6th Baron Balmerinoch (1688-1746), wearing silver edged scarlet coat, white waistcoat, chemise and stock, his curled and powdered wig tied with black ribbon, his black tricorne hat edged with silver and tucked under his left arm.

Watercolour on vellum, ebonised and turned wood frame with gilded inner border, the reverse inscribed *Arthur/ Elphinstone/ Lord Balmerino/ Beheaded on Tower Hill/ for his attachment to/ the Stuart Family/ 18 August 1746. / aged 58*.

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

Provenance: Bonhams, London, 25 November 1998, lot 18.

£600 - 800

€710 - 940

US\$960 - 1,300

Arthur Elphinstone was the only child of John, 4th Lord Balmerinoch (1652-1736) by his second wife, Anne Ross (d.1712). After the Battle of Sheriffmuir (1715), the younger Balmerinoch threw up his commission from the government and joined the opposition. With other Jacobite leaders he escaped to the Continent, where he remained until 1733. It was during this period away from England, that the present miniature is most likely to have been executed. Upon his return to England, Balmerinoch joined Prince Charles Edward Stuart (1720-1788) in Scotland and was appointed Colonel and Captain of the 2nd Troop of Life Guards. After the Battle of Culloden (1746), Balmerinoch was captured and handed over to the Duke of Cumberland, whereupon he was committed to the Tower. Horace Walpole was present at his trial and states that Balmerinoch impressed him 'as the most natural brave old gentleman he had ever seen' and at the bar 'he behaved himself like a soldier and a man'.



26



27



27



28

26^Y

Attributed to Ozias Humphry, RA (British, 1742-1810)

A Gentleman, wearing purple coat with white facings edged with gold, matching waistcoat, white stock and lace cravat, his powdered hair worn *en queue* and tied with black ribbon.

Gold frame, the obverse with border of plaited blond hair, the reverse with border of plaited brown hair surrounding gold-mounted opalescent glass plaque set with sprays of hair, gilt-wire and split seed pearls, fitted red leather travelling case.

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

£600 - 800

€710 - 940

US\$960 - 1,300

27^Y

Samuel Shelley (British, 1750-1808)

A pair of miniatures portraying two children: one wearing white dress with white turban upon her brown hair; the other wearing white dress, floral posy in her right hand, her brown hair upswept and tied behind her neck.

Turned and ebonised wood frames.

Oval, 40mm (1 9/16in) high (2)

Provenance: Purchased from Thistle Antiques at Shepton Mallet Antiques Fair on 6 May 2002.

£600 - 800

€710 - 940

US\$960 - 1,300

28^Y

Scandinavian School, circa 1760

A Lady, wearing white figured dress trimmed with fur over her lace slip, white lace and black ribbon choker, diamond and pearl pendant earring, her hair upwsept and dressed with further pearls and diamonds, a red cloak lined with white draped about her.

Gilt-metal frame with border of paste diamonds to the obverse.

Oval, 51mm (2in) high

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

29^Y

Circle of Richard Crosse (British, 1742-1810)

Two versions of a portrait of an Officer of the 1st Foot Guards, wearing undress frock uniform of scarlet coat, gold epaulette and blue facings, white chemise, stock, cross belt and gilded gorget, his powdered wig worn *en queue*.

The larger housed in a gilt-metal frame; the smaller set in a gold ring with cut-glass border, the shank with engraved decoration, set in original fitted brown leather case.

Oval, 34mm. (1 5/16ins.) and 15mm. (5/8ins.) high respectively (2)

£2,000 - 3,000

€2,400 - 3,500

US\$3,200 - 4,800

Provenance:

Bonhams, London, *The Albion Collection of Fine Portrait Miniatures*, 22 April 2004, lot 39.

Exhibited:

Bath, Holburne Museum of Art, *Secret Passion to Noble Fashion*, 21 April - 18 July 1999 (former only);

Edinburgh, Phillips Auctioneers, *Secret Passion to Noble Fashion*, 16 August - 3 September 1999 (former only);

Edinburgh, Scottish National Portrait Gallery, *The Albion Loan Collection*, 2000-2003.

Literature:

A. Sumner and R. Walker, *Secret Passion to Noble Fashion*, 1999, no.19 (former only).

The sitter in the present lot bears a resemblance to Edward Ligonier, 1st Earl Ligonier KB (1740-1782), who served as a Lieutenant and Captain in the 1st Foot Guards from 1759 until 1771, when he left the regiment. He was created Earl Ligonier of Clonmell and appointed a Knight Companion of the Order of the Bath in 1776 and 1781 respectively.

30^Y

John Bogle (British, 1746-1803)

A Gentleman, wearing red coat with gold buttons, white waistcoat, stock and lace cravat, his powdered wig worn *en queue*.

Signed on the obverse and dated *IB./ 1783.*, gold frame.

Oval, 30mm (1 3/16in) high

Provenance: Bonhams, London, 25 May 2011, lot 13.

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900



29



29



30



31

31^Y

Thomas Hull (British, active 1775-1827)

A Gentleman, wearing charcoal coat, cream waistcoat, white stock and cravat, his wig powdered.

Gold frame, the reverse glazed to reveal brown silk.

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

Provenance: Bonhams, London, 2 July 2001, lot 201.

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900



32

32^Y

Philip Jean (British, 1755-1802)

A Gentleman, wearing black coat and waistcoat, white stock and lace cravat, his wig powdered.

Gold *fausse-montre* frame with blue enamel border to the obverse, the reverse with brown glass border surrounding gold-mounted aperture, glazed to reveal interweaving locks of hair on opalescent glass within gilt-inscription *ILS SONT LES/ GAGES/ AMITIE ET DE LA/ NATURE* (they are the tokens of friendship and temperament).

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

Provenance: Bonhams, London, 25 May 2011, lot 30.

£1,500 - 2,500

€1,800 - 2,900

US\$2,400 - 4,000



33

33^Y

Philip Jean (British, 1755-1802)

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

Gold frame.

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

Provenance: Christie's, London, 6 November 2001, lot 160.

£1,200 - 1,800

€1,400 - 2,100

US\$1,900 - 2,900

34^Y

Charles Shirreff (Scottish, circa 1750-circa 1809)

A Gentleman, wearing bright green coat and voluminous frilled white cravat, his wig powdered.

Gold frame with pierced suspension loop.

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

Provenance: Bonhams, London, 2 July 2001, lot 208.

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900



34

35^Y

James Nixon (British, 1741-1812)

A Lady, wearing white fichu over pale pink dress with lace trim, a white kerchief trimmed with pale pink ribbon in her upswept brown hair.

Gold frame with engraved edge.

Oval, 48mm (1 7/8in) high

Provenance: Bonhams, London, 24 May 2006, lot 94.

£1,200 - 1,800

€1,400 - 2,100

US\$1,900 - 2,900



35

36^Y

Attributed to James Nixon (British, 1755-1802)

Thomas Everett (1740-1810), wearing blue coat, white waistcoat, concertinaed chemise and stock, his powdered hair tied with black ribbon.

Gold frame, border and suspension loop set with pearls to the obverse, the reverse glazed to reveal border of plaited hair surrounding gold-mounted oval blue glass plaque set with intertwined locks of hair.

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

Provenance: By family descent

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

Thomas Everett was the first son of the corn merchant, William Everett and his wife, Alice Gale. Everett was a politically active businessman who owed his fortune to the Wiltshire cloth trade. He also co-founded the bank, Newnham, Everett, Drummond, Tibbets and Tanner of 65 Lombard Street, which later operated under the name, Everett & Co. of 9 Mansion House Street.

A member of the Loyal Livery of London, Everett signed the Merchants' Declaration in support of Pitt's administration on 2 December 1795 and subsequently declared his support for the Assessed Taxes on 4 January 1798. In May 1800, Everett defended the commercial articles of the Irish union (then deemed a threat to the English wool industry) and publicly denied that Wiltshire clothiers were using high quantities of Spanish wool. Everett died on 8 February 1810 at his town house, 19 Bedford Square and his son succeeded to his seat at Biddesden, near Ludgershall. As Vice-President of the Foundling Hospital, Everett is buried in its chapel. Upon his death, his estate was valued at £100,000.



36



37

37^Y

Jeremiah Meyer, RA (British, 1735-1789)

William Woodville (1733-1815), wearing tan coat, pale green waistcoat, white chemise, stock and cravat, his powdered wig worn *en queue*. Gilt-metal frame with seed pearl border and suspension loop, the reverse engraved *William Woodville/ of Edge Hill Co Lancaster/ Esq/ Born 1733/ Died 1815*.

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

£1,200 - 1,800

€1,400 - 2,100

US\$1,900 - 2,900

Provenance:

Christie's, London, 27 November 1985, lot 95;

Christie's, London, 2 June 2009, lot 269.

William Woodville had one daughter, Anne Elizabeth Woodville (d.1845), who married the Reverend Edward Butler (b.1800) as his second wife.



38

38^Y

William Wood (British, 1769-1810)

A Gentleman, wearing black coat, white chemise and stock.

Gold frame with white and blue enamel border and suspension loop, the reverse glazed to reveal a wheat sheaf of hair set with gilt-wire and split seed pearls.

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

Provenance: Bonhams, London, 23 November 2011, lot 131.

£1,000 - 1,500

€1,200 - 1,800

US\$1,600 - 2,400



39

39^Y

Andrew Plimer (British, 1763-1837)

A Lady, wearing white dress with frilled collar, her hair powdered.

Silver frame with engraved border, the reverse with similar border and maker's mark *AEL*, hallmarked London 1917.

Oval, 56mm (2 3/16in) high

Provenance: Bonhams, London, 17 November 2004, lot 49.

£1,200 - 1,800

€1,400 - 2,100

US\$1,900 - 2,900



40

John Miers (British, circa 1758-1821)

A pair of bust-length silhouettes portraying The Very Reverend George Stevenson, Dean of Killaloe and Kilfenora, County Clare (d.1825) and Mrs Lydia Stevenson née Thackeray (1764-1857): the former, profile to the right, wearing coat with frilled chemise; the latter, profile to the left, wearing fichu and tied ribbon bow in her curled wig.

Painted on plaster, *verre églomisé* mounts and turned and ebonised wood frames, trade label no. 10 to the reverse of each; the latter bearing typed inscription *By J. Miers himself*.

Oval, 86mm (3 3/8in) high (2)

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

Provenance:

The Sue McKechnie Collection, nos. 416 and 417 respectively.

Literature:

S. McKechnie, *British Silhouette Artists and their Work 1760-1860*, 1978, ill.pp.660-1, nos.1325-6.



41



42

41^Y

Samuel Shelley (British, 1750-1808)

A Lady, wearing white fichu and dress with frilled collar edged with blue trim and strands of pearls, her powdered wig worn *à la conseiller*.

Gilt-metal mount.

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

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

42^Y

John Wright (British, circa 1745-1820)

A Gentleman, wearing brown coat, pale yellow waistcoat, white stock and cravat, his powdered wig tied with grey ribbon.

Gilt-metal mount.

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

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900



43

43^Y

Philip Jean (British, 1755-1802)

The Very Reverend Edward Bayly (b. circa 1712), wearing brown coat with standing collar, white chemise, stock and white frilled lace cravat. Gold frame, the reverse with blue glass border surrounding gold-mounted aperture, glazed to reveal plaited hair.

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

Provenance: The sitter, thence by descent to the present owner.

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

The Very Reverend Edward Bayly, Dean of Ardfeel D.D. married Catherine, daughter of Captain James Price of Hollymount, on 13 January 1738, with whom he had one daughter, Dorothea (d.1824).



44

44^Y

Henry Jacob Burch (British, born 1763)

Mrs Edward Butler, wearing white dress with fichu, sky blue bodice and pearl detail to her shoulder, her powdered hair loosely curled beneath a white figured turban dressed with a white plume.

Gold frame, the reverse glazed to reveal loosely plaited hair.

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

Provenance: The sitter, thence by descent to the present owner.

£600 - 800

€710 - 940

US\$960 - 1,300



45



46

45^Y

Thomas Hazlehurst (British, circa 1740-circa 1821)

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

Signed on the obverse *TH*, gold frame.

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

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

46^Y

N. Freese (British, active 1794-1814)

A Lady, wearing white dress with frilled collar and blue sash ribbon to her waist, her hair curled and powdered.

Gilt-mounted on rectangular papier-mâché frame.

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

£600 - 800

€710 - 940

US\$960 - 1,300

47^Y

George Engleheart (British, 1750-1829)

A Gentleman, wearing blue coat with brass buttons, white waistcoat, chemise, stock and tied cravat, his hair powdered.

Gold frame, the reverse glazed to reveal loosely plaited hair.

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

Provenance: Bonhams, London, 21 May 2008, lot 97.

£1,200 - 1,800

€1,400 - 2,100

US\$1,900 - 2,900

48^Y

George Engleheart (British, 1750-1829)

A Lady, wearing pearl necklace and white dress, a turquoise ribbon bow to her corsage, her powdered hair dressed with a matching turquoise bandeau.

Gilt-metal frame with border of turquoise beads to the obverse, the reverse with oval aperture, glazed to reveal plaited hair beneath a brooch pin attachment.

Oval, 56mm (2 3/16in) high

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

49^Y

George Engleheart (British, 1750-1829)

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

Gold frame with gilt-metal and blue enamel mount to the obverse.

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

Provenance: Bonhams, London, 24 June 2004, lot 59.

£1,000 - 1,500

€1,200 - 1,800

US\$1,600 - 2,400



47



49



48



50



51

50^Y

George Engleheart (British, 1750-1829)

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

Gilt-metal *fausse-montre* mount.

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

£1,200 - 1,800

€1,400 - 2,100

US\$1,900 - 2,900

51^Y

George Engleheart (British, 1750-1829)

The Hon. Diana Biddulph, wearing white dress and fichu secured with yellow sash ribbon tied at her waist, her hair lightly powdered and falling behind her shoulders beneath a white turban.

Gold frame.

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

£2,000 - 3,000

€2,400 - 3,500

US\$3,200 - 4,800

A 'Miss Biddulph' is listed in Engleheart's fee book as having sat for her portrait in 1789.



52



54



53



55

53^{*Y}

Frederick Buck (Irish, 1771-circa 1840)

A Gentleman, wearing blue coat, pale yellow waistcoat, white frilled chemise and stock, his hair powdered and tied with black ribbon. Gold frame, the reverse with border of blue glass surrounding gold-mounted aperture, glazed to reveal blonde and brown plaited hair.

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

Provenance: The sitter; thence by descent to the present owner.

£500 - 700

€590 - 830

US\$800 - 1,100

54^Y

Frederick Buck (Irish, 1771-circa 1840)

An Officer, wearing scarlet coat with pale yellow facings and standing collar, silver epaulettes, his white cross-belt bearing oval regimental belt-plate worn over his right shoulder, white frilled chemise and black stock, his hair powdered.

Gold *fausse-montre* frame, the reverse with engraved borders surrounding a glazed aperture.

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

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

55^Y

Circle of Charles Shirreff (Scottish, circa 1750-circa 1809)

An Officer of the Northumberland Militia, wearing scarlet double-breasted coat with standing collar, pale buff facings, silver lace and epaulette, white cross belt bearing oval regimental belt plate engraved 23, white frilled chemise and black stock, his hair lightly powdered and tied with black ribbon.

Gold frame, the reverse glazed to reveal loosely plaited hair.

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

£1,200 - 1,800

€1,400 - 2,100

US\$1,900 - 2,900

The oval regimental belt plate seen in the present miniature was the precedence number of the Northumberland Militia between 1793-1802.

52^Y

Frederick Buck (Irish, 1771-circa 1840)

A Major General, wearing scarlet coat, his blue facings decorated with gold lace, gold epaulette, white waistcoat, stock and frilled chemise, his hair powdered.

Gilt-metal frame.

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

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900



56

56^Y

Charles Robertson (Irish, circa 1760-1821)

An Officer of a Royal Regiment of Infantry, wearing scarlet coat with blue facings and collar, gold epaulettes, white frilled chemise and stock, his hair powdered.

Gold frame with engraved bright-cut decoration to the reverse.

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

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

57^Y

Charles Robertson (Irish, circa 1760-1821)

An Officer of the Dublin Volunteers, possibly William Robert FitzGerald, 2nd Duke of Leinster, KP, PC (Ire) (1749-1804), wearing blue coat with scarlet collar and piping, gold and scarlet epaulettes, white waistcoat and black stock over frilled chemise, his powdered hair tied with black ribbon. Gold *fausse-montre* frame, the obverse with blue enamel and pearl borders, the reverse engraved with bright cut border surrounding an oval aperture, glazed to reveal plaited hair.

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

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

William Robert FitzGerald was the eldest surviving son of James FitzGerald, 1st Duke of Leinster (1722-1773), and Lady Emily Mary Lennox (1731-1814). He was a first cousin of the English liberal politician Charles James Fox (1749-1806). In November 1775 he married the Hon. Emilia Olivia Usher St George (d.1708), daughter of the 1st Baron St George (c.1715-1775), by whom he had seven children. Leinster raised the Dublin Volunteers in 1778. The regiment was known as 'The Duke's Monkeys', presumably referencing his family coat of arms, which bears two monkeys. In 1789, Leinster co-founded the Irish Whig Club. Upon his death in 1804, his eldest surviving son, Augustus Frederick FitzGerald succeeded him as the 3rd Duke of Leinster.

58^Y

Edward Miles (British, 1752-1828)

An Officer, wearing dark green coat with red collar and lining, gold epaulettes, white chemise, black stock and cravat, his hair powdered and tied with black ribbon.

Gold frame, the reverse with border of plaited hair, surrounding gold-mounted oval plaque of opalescent glass.

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

£600 - 800

€710 - 940

US\$960 - 1,300



57



58



59



61



60

59^Y

Attributed to Jean Baptiste Weyler (French, 1747-1791)

A Lady, wearing white gauze chemise, blue bodice, matching blue ribbon trim to her sleeves, her hair partially upswept and dressed with a white bandeau.

Gilt-mounted on rectangular turned wood frame.

Circular, 65mm (2 9/16in) dia.

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

60

Attributed to Isaac Adam (Swiss, 1768-1841)

A Lady, wearing white dress with a posy of flowers in a basket beside her, maroon shawl with gold embroidery draped over her right arm, a pink flower in her right hand, her hair curled, partially upswept and secured with a braided bandeau.

Enamel, gilt-metal mount.

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

£600 - 800

€710 - 940

US\$960 - 1,300

61^Y

Attributed to Louis Marie Sicardi (French, 1746-1825)

A Lady, wearing white dress beneath open blue robe embroidered with gold, her powdered hair rolled and partially upswept.

Gold-mounted onto the lid of a circular tortoiseshell box.

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

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900



62

62^Y

Abraham Daniel (British, died 1806)

A Lady, wearing white dress, her wig lightly powdered and worn à la conseiller.

Gilt-mounted on an oval tortoiseshell box.

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

£1,000 - 1,500

€1,200 - 1,800

US\$1,600 - 2,400



63

63^Y

Circle of Jean-Baptiste Isabey (French, 1767-1855)

A Lady, wearing charcoal grey dress with sash to her waist secured at her front with two portrait miniatures, white frilled lace chemise and tied fichu, her dark hair worn to her shoulders and dressed with a black bandeau, pearl pendent earrings.

Bearing signature to the obverse *Isabey*, gilt-metal mount.

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

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900



64

64^Y

François Ferrière (Swiss, 1752-1839)

A Gentleman, wearing dark grey coat, white stock and loosely tied white cravat, his hair powdered and falling behind his shoulders.

Gold frame.

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

£2,000 - 2,500

€2,400 - 2,900

US\$3,200 - 4,000

Provenance:

Bonhams, London, *The Albion Collection of Fine Portrait Miniatures*, 22 April 2004, lot 109.

Exhibited:

Edinburgh, Scottish National Portrait Gallery, *The Albion Loan Collection*, 2000-2003.

The present lot was probably painted during Ferrière's time in London (1793-1804). The powerful and brooding nature of the image would suggest the sitter could be a fellow artist.



65

65^Y

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

A Lady, called Mrs Phillipson, in semi-profile to the right, wearing white dress and pink stole, her hair plaited, partially upswept and dressed with a blue bandeau.

Gold frame with border of paste diamonds to the obverse, hinged reverse.

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

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

Provenance:

Found about the neck of General Phillipson when he was killed in India;
The Edward Grosvenor Paine Collection;
Christie's, London, 20 March 1989, lot 130;
Bonhams, London, 21 March 1995, lot 109.



66

66^Y

Ozias Humphry, RA (British, 1742-1810)

The actress, Clara Hayward (active 1770-1772), seated and wearing dark blue dress, white chemise and fichu, her powdered wig curled in rolls and upswept.

Signed on the reverse and dated *Ozias Humphry/ pinx^t 1772/ Miss Clarissa Hayward*, gold frame with border of pearls to the obverse, the reverse engraved *Miss Clarissa Hayward/ Ozias Humphry/ pinxit 1772*. Oval, 102mm (4in) high

Provenance: Bonhams, London, 22 March 1994, lot 200.

£1,500 - 2,500

€1,800 - 2,900

US\$2,400 - 4,000

The present lot is possibly the same portrait miniature which sold at Christie's on 29 June 1810 (lot 35), as part of the remaining works by the late Ozias Humphry. The sitter was described as 'Miss Clarina Hayward in the *Fair Penitent*'.

Biographical information for Clara or 'Clarissa' Hayward is scarce and her iconography is extremely limited. The 1772 edition of 'Theatrical Biography' reported that she came from obscure and humble origins. Her mother is said to have been an oyster vendor according to the February 1776 edition of 'Town and Country Magazine'. In her youth, Hayward attracted the attention of a young guards officer who taught her to read and it was through literature that she fell in love with the stage. Hayward later met Samuel Foote (1720-1777) through a mutual friend and gained her first stage appearance at his theatre at the Haymarket on 9 July 1770. She played Calista in 'The Fair Penitent' and reprised this role for her debut at Drury Lane on 27 October 1770 (K. Burnim, P. Highfill and E. Langhans, *A Biographical Dictionary of Actors, Actresses, Musicians, Dancers, Managers and Other Stage Personnel In London 1660-1800*, 1982, vol VII, pp.220-221). Miss Hayward went on to appear in a number of plays with varying success but after March 1772 her name ceases to appear on the Drury Lane playbills.

By the time she retired from acting, Hayward had become a mistress of Evelyn Meadows (d.1826), a nephew by marriage of Elizabeth Chudleigh, Duchess of Kingston (1720-1788) who accused his aunt of bigamy with a view to claiming the estates she had inherited from her late husband.

Clara Hayward is said to have sat for Sir Thomas Gainsborough and she appears as a character in 'The Gainsborough Girls', a play of 1951 by Cecil Beaton, later re-titled, 'Landscape with Figures'.



67

67^Y

Studio of Andrew Plimer (British, 1763-1837)

A Lady, wearing white dress with pale blue sash to her waist, her powdered wig worn *à la conseiller*.

Gold *fausse-montre* frame, the reverse with blue glass border surrounding gold mounted aperture, glazed to reveal locks of brown hair in a 'figure of eight' beneath a pierced gilt-metal ribbon on opalescent glass.

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

£1,500 - 2,000

€1,800 - 2,400

US\$2,400 - 3,200

Provenance:

Bonhams, London, *The Albion Collection of Fine Portrait Miniatures*, 22 April 2004, lot 126.

Exhibited:

Bath, Holburne Museum of Art, *Secret Passion to Noble Fashion*, 21 April - 18 July 1999;

Edinburgh, Phillips Auctioneers, *Secret Passion to Noble Fashion*, 16 August - 3 September 1999;

Edinburgh, Scottish National Portrait Gallery, *The Albion Loan Collection*, 2000-2003.

Literature:

A. Sumner and R. Walker, *Secret Passion to Noble Fashion*, 1999, no.59.

68^Y

After Andrew Plimer, 19th Century

A Lady, wearing a portrait miniature of an officer on a pearl necklace suspended from her neck, white dress and bandeau in her powdered hair.

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

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

£1,000 - 1,500

€1,200 - 1,800

US\$1,600 - 2,400

Provenance:

Bonhams, London, *The Albion Collection of Fine Portrait Miniatures*, 22 April 2004, lot 127.

Exhibited:

Bath, Holburne Museum of Art, *Secret Passion to Noble Fashion*, 21 April - 18 July 1999;

Edinburgh, Phillips Auctioneers, *Secret Passion to Noble Fashion*, 16 August - 3 September 1999;

Edinburgh, Scottish National Portrait Gallery, *The Albion Loan Collection*, 2000-2003.

Literature:

A. Sumner and R. Walker, *Secret Passion to Noble Fashion*, 1999, no.60.



68



69

69^Y

Andrew Plimer (British, 1763-1837)

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

Gold frame, the reverse with border of blue glass surrounding gold-mounted aperture, glazed to reveal a spray of blonde hair set with gilt-wire and the gilt initial *B* on opalescent glass.

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

£3,000 - 5,000

€3,500 - 5,900

US\$4,800 - 8,000

70^{* Y}

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

Jane Grace Evans-Freke (d.1827), wearing blue dress finished with pearls, frilled white chemise, her hair softly curling and falling over her shoulders.

Signed on the obverse and dated *HHI 1788*, gold mounted on rectangular ivory patch box.

Oval, 64mm (2 1/2in) high

Provenance: The sitter; thence by descent to the present owner.

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

Jane Grace Evans-Freke was the only daughter and eldest child of Sir John Evans-Freke, 1st Baronet (d.1777) by his wife, Lady Elizabeth Gore. On 4 June 1795, she married Sir Fenton Aylmer of Donadea, 7th Baronet (1770-1816) with whom she had five children: Sir Gerald George, 8th Bt. (1798-1878), Sir Arthur Percy, 11th Bt. (1801-1885), Reverend William Josiah (1802-1883), John Freke (1807-1874) and Margaret Susan (1813-1892). Jane's younger brother is portrayed in lot 93.



70



71

71^Y

Andrew Plimer (British, 1763-1837)

A lady, wearing white dress with frilled neckline, pearl necklace, her powdered wig worn *à la conseiller*.

Gold frame, the reverse glazed to reveal plaited hair.

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

Provenance: Purchased from Thistle Antiques at Shepton Mallet Antiques Fair on 26 November 2003.

£1,500 - 2,500

€1,800 - 2,900

US\$2,400 - 4,000



72



73



75



74

72^Y

Circle of Samuel Shelley (British, 1750-1808)

A Lady reclining in a landscape and wearing loosely fitting white dress exposing her right breast, gold waistband, blue stole edged with gold borders draped about her, double-stranded coral necklace, her dark curls loosely upswept and dressed with a fine gold double-bandeau.

Gold frame.

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

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

Provenance:

The Edward Grosvenor Paine Collection;

Sotheby's, London, 22 June 1981, lot 168;

Bonhams, London, 26 March 1997, lot 89.

73^Y

English School, Early 19th Century

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

Gold frame.

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

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

74^Y

English School, Early 19th Century

A Gentleman, wearing blue coat, white double-breasted waistcoat, chemise and tied stock, his powdered wig worn *en queue*.

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

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

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

75^Y

English School, circa 1810

A Gentleman, presumed to be the Scottish poet, Robert Burns (1759-1796), wearing blue coat, white waistcoat, frilled chemise, stock and tied cravat.

Gold frame, the reverse glazed to reveal sprays of hair set with split seed pearls and gilt-wire on opalescent glass.

Oval, 76mm (3in) high

£3,000 - 4,000

€3,500 - 4,700

US\$4,800 - 6,400

The composition of the present lot appears to be based on Alexander Nasmyth's 1787 portrait of Robert Burns (Scottish National Portrait Gallery, Acc. No.SNPG 1063). The colours of Burns' coat and waistcoat have been altered, his hair has been brushed forward at the sides and the landscape behind him, evoking his rural upbringing in Ayrshire, has been replaced with a sky background in the present miniature.



76

76^Y

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

A Lady, seated before a small book and a portrait miniature of a Gentleman beneath the canopy of her bed, wearing open chemise and white lace cap, her brown curls falling over her shoulders.
Gilt-wood frame.

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

£1,500 - 2,000

€1,800 - 2,400

US\$2,400 - 3,200

Between 1812-1813, Mrs Mee completed an important series of full-length large miniatures portraying fashionable society ladies for the Prince Regent (later George IV) who admired her work. The series was engraved as 'The Gallery of Beauties of George III', a reference to the earlier series of court beauties painted by Lely and Kneller.

The present lot depicting a lady in a state of semi-undress is an unusual and daring composition for the artist. 'The Gallery of Beauties' contains diluted versions of the same subject in which many of the ladies are draped in diaphanous classical gowns and bear expectant expressions. The most relevant of these portraits are those portraying Lady Arby (c.1788-1875) as a Bacchante; Anne, Countess of Charlemont (1780-1876) wearing a sweeping technicolour dress and Louisa, Duchess of St Albans (1777-1816) holding an open letter in her hand before a moonlit sea (R. Walker, *The Eighteenth and Early Nineteenth Century Miniatures in the Collection of Her Majesty the Queen*, 1992, ill.nos.857, 863 and 874).



77

77

William Hamlet the Elder (British, active 1785-1816)

A full-length silhouette of George III (1738-1820), King of Great Britain and Ireland (1760-1801) and King of the United Kingdom (1801-1820) on horseback, profile to the left, wearing boots, breeches and coat bearing the breast star of the Order of the Garter, epaulette and cross-belt bearing rectangular regimental belt-plate, his sheathed sword at his thigh, the reins to his horse in his left hand and a whip in his right. Painted on the reverse of glass, gilt-wood frame bearing trade label no. 2 to the reverse.

Rectangular, 275mm (10 13/16in) high

Provenance: By descent to the present vendor through his 4 x great aunt, Jane Gomm (1753-1822).

£1,000 - 1,500

€1,200 - 1,800

US\$1,600 - 2,400

Together with her 'beloved friend', Martha Goldsworthy (d.1816), Jane Gomm was a sub-governess to the daughters of George III. The present and subsequent lots were gifted to Gomm by the King. She entered Royal service in 1786 and her responsibilities were most closely

associated with Princesses Mary and Sophia (M. A. Beatty, *The English Royal Family of America, from Jamestown to the American Revolution*, 2003, p.220).

George III's reign, which exceeded that of any previous British monarch, was marked by a series of military conflicts, most notably the American War of Independence and the French Revolutionary and Napoleonic Wars. He married Princess Charlotte of Mecklenburg-Strelitz (1744-1818) on 8 September 1761 at Westminster Abbey and the couple had fifteen children: nine sons and six daughters. In later life, George III suffered from recurrent and eventually permanent mental illness until his death in 1820. Of George III's fifteen children, two became British monarchs (George IV and William IV) and another became King of Hanover (Ernest Augustus I). Several of his children were frequently at the centre of Royal scandal: both George IV and William IV were notoriously unfaithful to their wives, each reported to have fathered many illegitimate children, whilst Ernest Augustus I was rumoured to have murdered his valet and fathered a son by his sister, Princess Sophia.



78

78

William Hamlet the Elder (British, active 1785-1816)

A full-length silhouette of Ernest Augustus I (1771–1851), King of Hanover (1837-1851), when Duke of Cumberland (1799-1851), profile to the left on horseback, holding the reins to his horse in his left hand, wearing boots, breeches and jacket with lace and standing collar, breast star of the Order of the Garter and cross-belt strapped over his left shoulder, bicorn hat dressed with a single plume, his sabretache and shabraque embroidered with Royal insignia and his sheathed sword at his left thigh.

Painted on the reverse of glass, gilt-wood frame bearing trade label no. 2 to the reverse.

Rectangular, 280mm (11 in) high

Provenance: By descent to the present vendor through his 4 x great aunt, Jane Gomm (1753-1822).

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

Ernest Augustus I was the fifth son and eighth child of King George III (1738-1820) and Charlotte of Mecklenburg-Strelitz (1744-1818). As a fifth son, Ernest seemed unlikely to ever become a monarch, but Salic Law applied in Hanover, which excluded women from the line of succession and the absence of legitimate sons amongst his brothers resulted in his accession to the Hanoverian throne. Ernest Augustus was born in England and sent to Hanover in 1791 for his education and military training. In 1813, he fell in love with his first cousin, Frederica of Mecklenburg-Strelitz (1778-1841), wife of Prince Frederick William of Solms-Braunfels and the two agreed to marry should she become available. Although Queen Charlotte strongly opposed their union, upon Frederick William's unexpected death in 1814, the couple were married on 29 May the following year. Throughout his reign, Ernest Augustus was the subject of several scandals including the murder of his valet as well as fathering the illegitimate child of his sister, Princess Sophia (1777-1848). He had one legitimate son with Frederica, who succeeded him as King George V of Hanover upon his death in 1851.



79

79^Y

John Smart Junior (British, 1776-1809)

A Gentleman, wearing black coat, white frilled chemise and tied stock. Signed on the obverse and dated *J.S. J/ 1804*, gold frame, the reverse glazed to reveal gilt-metal initials *JH* on plaited hair beneath a brooch pin attachment.

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

£2,500 - 3,500

€2,900 - 4,100

US\$4,000 - 5,600



80

80*

Adam Buck (Irish, 1759-1833)

A lady, called Lady Pereley, seated in profile to the left before a stone column, wearing white chemise with frilled collar and blue ribbon beneath her black figured dress, long grey and white glove, her hair upswept and dressed with a strand of coral beads, coral pendant earring. Watercolour on card, gold frame with blue enamel border to the obverse, the reverse glazed to reveal gilt-metal initials *GP* on plaited hair.

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

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900



81

81^Y

N. Freese (British, active 1794-1814)

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

Gilt-metal frame.

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

Provenance: Bonhams, London, 2 July 2001, lot 104.

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

82^Y

William Wood (British, 1769-1810)

Harriet Beachcroft (1767-1834), wearing white dress with frilled collar and red jewel at her corsage, her hair softly curled and upswept.

Red leather traveling case, the outside with gilt-metal plaque engraved with the sitter's details.

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

£3,000 - 4,000

€3,500 - 4,700

US\$4,800 - 6,400

Provenance:

By family descent;

Bonhams, London, 24 June 2004, lot 136.

Harriet Beachcroft married John Turner on 1 December 1798. His portrait by George Engleheart, painted that same year, sold at these salerooms on 24 June 2004 (lot 116).



82



83

83^Y

Samuel Shelley (British, 1750-1808)

A lady, wearing white dress finished with frilled lace, her brown hair partially upswept and secured with a white bandeau.

The reverse signed *Sam Shelley/ George Street/ Hanover Sq.*, gold frame, fitted rectangular travelling case of embossed tan leather, the base with easel attachment.

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

Provenance: Purchased from Judy and Brian Harden Antiques on 14 October 1996.

£1,500 - 2,000

€1,800 - 2,400

US\$2,400 - 3,200

84^Y

Richard Collins (British, 1755-1831)

A Lady, seated before a landscape vista, wearing white dress with frilled neckline and blue sash tied at her waist, her brown hair partially upswept and secured with a black bandeau.

Signed on the reverse *R. Collins pinxit/ Principal Painter in/ Enamel to His Majesty/ by the King's special/ appointment*, fitted red travelling case.

Oval, 95mm (3 3/4in) high

£1,500 - 2,000

€1,800 - 2,400

US\$2,400 - 3,200



84



85



85



86

85^Y

William Wood (British, 1769-1810)

A pair of miniatures portraying Sir William Beaumarrish Rush (1750-1822) and Lady Laura Rush née Carter: the former, wearing blue coat, white waistcoat, stock and frilled cravat; the latter, wearing white dress with frilled collar and gold braid tied at her waist, a white open turban in her powdered hair.

The former signed on the reverse and dated *Sir Wm Beaumarrish Rush/ Born Sept 1st 1750/ by Willm Wood/ Cork St. London*, ormolu frames with stamped borders.

Oval, 87mm (3 7/16in) high (2)

£4,000 - 6,000

€4,700 - 7,100

US\$6,400 - 9,600

Provenance:

Bonhams, London, *The Albion Collection of Fine Portrait Miniatures*, 22 April 2004, lot 115.

Exhibited:

Bath, Holburne Museum of Art, *Secret Passion to Noble Fashion*, 21 April - 18 July 1999;

Edinburgh, Phillips Auctioneers, *Secret Passion to Noble Fashion*, 16 August - 3 September 1999;

Edinburgh, Scottish National Portrait Gallery, *The Albion Loan Collection*, 2000-2003.

Literature:

W. Wood, *Memorandum of Miniatures Painted and Finished by William Wood, 1790-1808*, nos. 5624 and 5445 respectively;

A. Sumner and R. Walker, *Secret Passion to Noble Fashion*, 1999, nos. 73 & 74.

Wood's fee books record the present two miniatures as 5624 *Mr William Rush of Pall Mall. 3rd size July Find 13 Nov 1798 Decr About 48 - 62 red - coat of 6 - Hume's white: 120 - sun burnt but fair Complex. = 104 - Breath'd on - some red chalk - Light varied background - gum touches - Powdered hair. and 5445 Mrs Rush of Wimbledon: in a white dress & open turban - averted dark eye - Gold cord round waist - silver behind head - Cro in girdle - 8th size about 35. M's white Find 14 Sep 1796 Decr 15th. Another version of William Rush's portrait also appears in the artist's fee book as no. 5973 and is complimented by a small tracing in red ink. This latter miniature was begun in February 1803 and completed the following June. An oil portrait of Rush, attributed to John Jackson (British, 1778-1831) sold at Sotheby's, London on 19 February 1997 (lot 182).*

William Rush of Elsenham Hall, Hertfordshire married Laura Carter of Southwark on 10 April 1782. The couple had six daughters: Laura (d.1806), Julian Caroline, Charlotte, Clarissa, Angelica and Louisa. Sir William inherited a large fortune and estate in Roydon, Suffolk and served that county as Sheriff in 1800. He was knighted on 19 June that year and lived out the remaining years of his life in Wimbledon (S. Urban, *The Gentleman's Magazine*, 1833, vol.103, part II, p.183).



87



89



88

86^Y

William Wood (British, 1769-1810)

A Gentleman, called Thomas Jordan Hookham, wearing blue coat, white waistcoat, frilled chemise and stock, his hair cropped short.

Gold frame, the reverse glazed to reveal sprays of hair set with gilt-wire and split seed pearls surrounding an oval blue glass plaque within a border of seed pearls on opalescent glass.

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

Provenance: Purchased from Judy and Brian Harden Antiques on 19 May 2002.

£3,000 - 4,000

€3,500 - 4,700

US\$4,800 - 6,400

87^Y

William Wood (British, 1769-1810)

A Young Gentleman, wearing black coat and waistcoat, white frilled chemise and tied stock, his cropped hair lightly powdered.

Signed on the reverse, *P9a9./ By/ Will: Wood,/ of/ Cork Street/ Lond.,* gold frame.

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

Provenance: Bonhams, London, 24 June 2004, lot 138.

£4,000 - 6,000

€4,700 - 7,100

US\$6,400 - 9,600

88^Y

William Wood (British, 1769-1810)

A Lady, wearing white dress, her hair softly curled and upswept.

Signed on the reverse, *P9aE./ By/ Will: Wood,/ of/ Cork Street/ Lond.,* gold frame.

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

Provenance: Bonhams, London, 24 June 2004, lot 138.

£2,500 - 3,500

€2,900 - 4,100

US\$4,000 - 5,600

89^Y

William Wood (British, 1769-1810)

A Gentleman, wearing black coat, white waistcoat, stock and cravat, a gold shirt pin to his chemise, his hair lightly powdered and cropped.

Gold frame, the reverse glazed to reveal sprays of hair set with gilt-wire and split seed pearls surrounding an oval blue glass plaque supporting the seed pearl monogram *RJ* and framed with a border of seed pearls on opalescent glass.

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

Provenance: Purchased from Cynthia Walmsley on 27 November 2003.

£3,000 - 4,000

€3,500 - 4,700

US\$4,800 - 6,400



90



91



90

90

Jakob Axel Gillberg (Swedish, 1769-1845)

A double-sided portrait of a Naval Officer and a Gentleman: the former, profile to the left, wearing dark blue coat with gold epaulette, white frilled chemise and black stock, his hair tied with black ribbon; the latter, profile to the left, wearing black coat, white waistcoat, frilled chemise and tied stock.

Pencil and watercolour on prepared card, the former signed and dated *Gillberg/ 1810.*, the latter signed and dated *Gillberg/ 1809.*, 18ct gold frame, hallmarked Stockholm 1807.

Oval, 56mm (2 3/16in) high (2)

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

91^Y

Joseph Einsle (German, 1794-1850)

Baron Josef Emanuel von Huusmann (b.1797) standing against a landscape and wearing blue double-breasted coat and breeches, yellow waistcoat and white chemise.

Signed on the obverse and dated *Einsle pinx : 30 marz 1817.*, the reverse bearing later handwritten inscription *Jos. Emanuel/ Freiher von/ Huusman/ Meran 1830*, silver-gilt frame.

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

Provenance: By descent to the present owner through his great-great-grandmother, Countess Clementina von Anaker (b.1847), a descendent of the sitter.

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

Josef Emanuel von Huusmann was the son of Sebastian Franz von Haussman (d.1823) who attempted to prevent General Johann Baptist Rusca from plundering the city of Meran on 16 November 1809 without success. He also welcomed the Bavarian Crown Prince (later Ludwig I) to Meran on 3 December 1810.

On 17 August 1817, Josef Emanuel married Karolina von und zu Plawen (1796-1859), daughter of Johann Augustin (1754-1814) and Elisabeth, Countess Hendel zu Schlandsberg und Goldrain (1763-1821). The couple had three children: Karl Arbogast (1825-1895), Elise and Marie (d.1911). Karl eventually married Emma, Countess von Hohengart. By marriage, Josef Emanuel is an ancestor of the von Bülow, von Salis-Soglio and von Salis-Samaden families.

92^Y

George Engleheart (British, 1750-1829)

Sir William Fraser, 2nd Bt. (1787-1827), wearing dark blue coat, white waistcoat, frilled chemise and tied stock.

Signed on the obverse with the cursive *E*, signed in full on the reverse and dated *G Engleheart/ Hertford Street Mayfair/ Pinxit/ 1810*, red leather travelling case.

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

£1,500 - 2,500

€1,800 - 2,900

US\$2,400 - 4,000

Sir William Fraser was the first son of Sir William Fraser, 1st Bt. of Ledeclyne, Inverness (d.1818) by Elizabeth Farquharson. Upon his death, his brother, Sir James John Fraser, 3rd Bt. (d.1834) succeeded to the title and served with the 7th Hussars in Spain during the Peninsular War and with the Duke of Wellington's staff during the Waterloo Campaign.



92



93



94

93* Y

Samuel Shelley (British, 1750/6-1808)

George Evans-Freke, MP (1772-1829), wearing blue coat with brass buttons and black collar, white waistcoat, chemise and stock, black ribbon necktie.

Indistinct handwritten inscription regarding the sitter's biography to the reverse, gilt-metal frame.

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

Provenance: The sitter; thence by descent to the present owner.

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

George Evans-Freke was the second son and third child of Sir John Evans-Freke, 1st Baronet (d.1777) and Lady Elizabeth Gore of Bulgaven Hall, County Limerick. He married as her second husband, Lady Susan Carbery née Watson (c.1770-1828) on 21 January 1806. The couple lived at his family seat at Bulgaden Hall and George died without issue. A miniature portraying Lady Susan Carbery by Mrs Mee appeared at these salerooms on 25 May 2011 as lot 48. George's eldest sibling is portrayed in lot 70.

94^Y

Follower of Louis François Aubry (French, 1767-1851)

A Gentleman, said to be Jean Baptiste Augustin (1759-1832), wearing black coat, white waistcoat, chemise and tied stock.

Bearing signature to the obverse *Aubry*, the reverse bearing later inscription *Portrait d'Augustin/ peint/ par Aubry/ (signé)*, gilt-metal frame.

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

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

The sitter portrayed in the present lot is identified on the reverse as the French miniaturist, Jean Baptiste Jacques Augustin and his facial features compare favourably with a self-portrait by Augustin in the Musée du Louvre (see P. Jean-Richard, *Inventaire des Miniatures sur Ivoire Conservées au Cabinet des Dessins Musée du Louvre et Musée d'Orsay*, 1994, ill.p.37, pl.25; inv.no.RF 24071). Other earlier self-portraits include those sold at Christie's (3 June 2003, lot 43; 27 November 2007, lot 165) and the 1796 self-portrait (present location unknown), a copy of which attributed to Augustin's school resides at the Musée Pierre-Noël, Saint-Dié-des-Vosges (see B. Pappe, *Jean-Baptiste Jacques Augustin Peintre en miniature*, 2010, ill.p.32, pl.4, inv.no.II A 29/3).



95

95

Attributed to Henry Pierce Bone (British, 1779-1855), after Sir Joshua Reynolds, PRA (British, 1723-1792)

John Bellenden Ker (c.1764-1842), holding a book under his left arm and patting a Newfoundland dog, wearing brown coat and white chemise with frilled edge to his collar.

Enamel, gilt-metal mount.

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

£600 - 800

€710 - 940

US\$960 - 1,300

Provenance:

Christie's, London, 23 June 1981, lot 189;

Christie's, London, 9 November 1994, lot 21 (as by Henry Bone).

The present composition is a detail of Sir Joshua Reynolds' 1777 double-portrait of John Bellenden and his brother Henry Gawler (1766-1852). The portrait was subsequently engraved as 'The Schoolboys' by John Raphael Smith and published in 1778. Bone's squared preparatory drawing for an enamel containing the full-length composition is dated April 1820 and held by the National Portrait Gallery, London (R. Walker, *Henry Bone's Pencil Drawings*, The Walpole Society, 1999, p.326, no.214, ill.vol I, p.97; Acq. No.D17359). The enamel was completed in October of the same year and once formed part of Sir Bernard Eckstein's collection.

John Bellenden Ker, formally John Gawler, was the eldest son of John Gawler (d.1803), a lawyer, and Caroline Bellenden (d.1802), daughter of the third Lord Bellenden. He was born in Rambridge, Hampshire and changed his name in 1804 to John Bellenden Ker in memory of his mother and at the instance of his second cousin, William Bellenden Ker. Ker was a botanist, wit and academic, also known as a man of fashion in London. He made regular contributions to the 'Botanical Magazine', later becoming editor of the rival publication, 'The Botanical Register'. He later published a work entitled 'An Essay on the Archaeology of Popular English Phrases and Nursery Rhymes' in 1834. The Bellenden Ker mountain range in Queensland, Australia, was named after him by fellow botanist, Alan Cumming. Ker had one son, Charles Henry Bellenden Ker (c.1785-1871) by his wife, Ann.



96

96^Y

Henry Kirchoffer (British, 1781-1860)

William Beresford (1799-1880) when a boy, striking his drum with the baton in his right hand and wearing brown and white check dress with white lace trim, his drum strapped over his right shoulder.

Signed on the obverse and dated HKirchoffer./ 1802, gilt-mounted on octagonal papier-mâché frame.

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

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

William Beresford was the eldest son of Reverend George Beresford. He attended Trinity College, Dublin between 1815-1820 before committing to the Church. Ordained in 1824, Beresford was appointed Protestant Rector of Inniscara, County Cork. In 1830, he married Sarah Simpson, daughter of John Bull, with whom he had one daughter, Melanie Beresford (b.1840).



97

97^Y

Walter Stephens Lethbridge (British, 1771-circa 1831)

A Young Boy, standing before a house and stables, wearing black shoes, buff breeches, dark blue jacket and white collar with frilled edge, his cricket bat in his right hand, a ball held aloft in his left.

Gilt-metal mount.

Oval, 128mm (5 1/16in) high

£3,000 - 5,000

€3,500 - 5,900

US\$4,800 - 8,000

Prince Edward, son of Edward 'Longshanks' I, is known to have played a game called 'creag' at Newenden, Kent in 1301 and there has been speculation that 'creag' was an early form of cricket. A court case of 1598 mentions that 'creckett' was played by children on a plot of land at the Royal Grammar School at Guildford, Surrey as early as c.1550. Subsequent references dating to c.1610 indicate that cricket had become an adult sport and the earliest reference to inter-parish or village cricket occurs soon afterwards.

By 1800, cricket was firmly established in all public and most grammar schools since it was considered a useful method for keeping boys occupied and out of mischief despite the game's strong gambling associations. By the early 1830s, cricket had become a social highlight for many and the main public schools such as Charterhouse, Eton, Harrow, Rugby, Westminster and Winchester took great pride in their abilities. Among prominent amateurs of the Napoleonic period, noted 'old boys' include Etonians, E H Budd, John Kirwan and Herbert Jenner; Harrow's Edward Grimston, Charles Harenc and Charles Wordsworth and Wykehamists (pupils of Winchester), William Meyrick and William Ward. The colleges, Cheltenham, Malvern and Marlborough; and schools, Shrewsbury, Tonbridge and Whitgift were also noted for their cricketing prowess during the 19th century.



98

98^Y

English School, circa 1810

A Major General, wearing scarlet coat with gold epaulettes, dark blue facings and standing collar finished with gold braiding, white chemise and black tied stock.

Gilt-mounted with blue enamel border on rectangular papier-mâché frame.

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

£1,500 - 2,000

€1,800 - 2,400

US\$2,400 - 3,200

The name 'Dell' has been handed down verbally with the present lot. Whilst there were no Major Generals by the name of Dell, a Henry Bell of the Royal Marines was promoted to Major General in June 1811.



99

99

John Buncombe (British, active 1820-1830)

A half-length silhouette of an Officer of the 12th (East Suffolk) Regiment of Foot, c.1805, profile to the right, wearing scarlet coat, crimson sash, white cross-belt with rectangular regimental belt-plate bearing the number 12, epaulette, yellow standing collar, white frilled chemise and black stock.

Painted on paper and highlighted in colour, *verre églomisé* mount and turned pearwood frame.

Oval, 102mm (4in) high

Provenance: The Desmond Coke Collection, no.71.

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900



100

100^Y

English School, circa 1805

Lieutenant-Colonel Godfrey Basil Mundy (c.1780-1848) of the 3rd (King's Own) Dragoons, wearing scarlet coat with dark blue standing collar, gold lace and epaulettes, white frilled chemise and black stock, his hair cropped and powdered.

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

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

Provenance: The sitter, thence by descent to the present owner.

£600 - 800

€710 - 940

US\$960 - 1,300

Godfrey Basil Mundy was the third son of Edward Miller Mundy by his first wife, Frances Meynell. In 1794, Mundy was appointed Cornet in the 24th Light Dragoons. Later that same year, he was promoted to Lieutenant in the 3rd (King's Own) Dragoons and by 1797, he attained the rank of Captain. He also served as Aide-de-Camp to Major-General Lord Charles Fitzroy between 1797-1802 and was in Ireland during the Rebellion of 1798. On 26 November 1801, Mundy married Sarah Brydges née Rodney, daughter of the first Baron Rodney (1718-1792), by whom he had five sons. On 2 July 1803, as a Lieutenant-Colonel in the 3rd Dragoons, Mundy traveled to New Zealand and Australia. He was later promoted to Major-General on 4 June 1814, Lieutenant-General in 1830 and finally General in 1846. Mundy's eldest son, Godfrey Charles Mundy (1804-1860) was also a successful army officer, commissioned as a Colonel in 1854 and appointed Lieutenant-Governor of Jersey in 1857, where he also held the local rank of Major-General.



101*Y

Raja Jivan Ram (Indian, active 1827-1850)

Lieutenant Gervase Pennington (c.1800-1831), standing in an interior, wearing dark blue uniform of the 3rd Troop of the Bengal Horse Artillery with brass buttons, gold lace and embroidery, scarlet cuffs and standing collar, gold cross belt with red centre stripe and square regimental belt plate, numbered 3 beneath the silver star and crescent of the Bengal Horse Artillery, white chemise and black stock, his left hand resting on the hilt of his sword, his right hand at his hip, his helmet on a table to his left. Signed and inscribed on the reverse in Persian *nasta'liq* script translating as *Work of Jivan Ram, 27th February 1826 Christian [era]* and then in English *Jewum Rum*, gilt-mounted on papier-mâché frame.

Rectangular, 166mm (6 9/16in) high

£1,000 - 1,500

€1,200 - 1,800

US\$1,600 - 2,400

The present lot is closely comparable with a portrait miniature of George William Bacon (b.1801) by Raja Jivan Ram, that bears a similar inscription to the reverse, *'Work of Jivan Ram, 22 June 1820, Shahjahanbad. William Bacon'* (sold by Indar Pasricha Fine Arts, London). Assimilating the work

of his British contemporaries in India, Raja Jivan Ram adopted a European style and painted both portrait miniatures on ivory and larger oils on canvas. Owing to the demand for European portraiture from both British expatriates and ruling Mughuls, Raja Jivan Ram was one of many Indian artists eager to adopt western techniques in order to obtain commissions from this diverse clientele. Known to have worked in Delhi and Merrut, Raja Jivan Ram was particularly popular with British military personnel and is said to have been influenced by George Chinnery and Thomas Hickey. (R. Crill and K. Jariwala, *The Indian Portrait, 1560-1860*, London, 2010, pp.46-47). Several examples of his oil paintings portraying British officers can be found in collections around the UK, including those of the British and Bodleian Libraries.

Gervase Pennington arrived in India in 1817. He died as Captain in command of the 3rd Troop of the Bengal Horse Artillery which had formed in around 1809. Pennington's uncle, Lieutenant-Colonel Gervase Pennington CB (1761-1835) retired to England as a Lieutenant-Colonel in 1819, having fought in many campaigns across India during a thirty-six year career. He married Jane Grant (1800-1863), the second daughter of Sir John Grant (1774-1848) on 17 December 1825.



102

102^Y

English School, circa 1810

A Naval Officer, wearing dark blue coat, his facings and standing collar edged with gold, gold epaulette, white frilled chemise and black stock. Gilt-mounted on rectangular papier-mâché frame.

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

£1,000 - 1,500

€1,200 - 1,800

US\$1,600 - 2,400

103^Y

John Cox Dillman Engleheart (British, 1782-1862)

A Lord Lieutenant, wearing red coat with dark blue facings and standing collar, gold epaulettes, white frilled chemise and black stock.

Signed on the reverse and dated *J C D Engleheart/ Pinxit/ 1819/ London*, gilt-metal mount.

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

£1,200 - 1,800

€1,400 - 2,100

US\$1,900 - 2,900

The present lot is a rare depiction of the uniform worn by a Lord Lieutenant before c.1830.

104

Andrew Plimer (British, 1763-1837)

A Lady, probably the artist's second daughter, Joanna Plimer (1803-1846), wearing white dress with pale blue sash to her waist, her dark hair upswept with ringlets framing her face.

Pencil and watercolour on paper, signed on the obverse and dated *APlimer. Pinx' 1829.*, gilt-wood frame.

Rectangular, 215mm (8 7/16in) high

£2,000 - 3,000

€2,400 - 3,500

US\$3,200 - 4,800

Provenance:

The artist's eldest daughter, Mrs John Scott (née Louisa Plimer);

Bequeathed to her daughter, Mrs Frances Daker;

Sotheby's, London, 27 January 1964, lot 72;

Bonhams, London, *The Albion Collection of Fine Portrait Miniatures*, 22 April 2004, lot 146.

Exhibited:

Bath, Holburne Museum of Art, *Secret Passion to Noble Fashion*, 21 April - 18 July 1999;

Edinburgh, Phillips Auctioneers, *Secret Passion to Noble Fashion*, 16 August - 3 September 1999;

Edinburgh, Scottish National Portrait Gallery, *The Albion Loan Collection*, 2000-2003.

Literature:

A. Sumner and R. Walker, *Secret Passion to Noble Fashion*, 1999, no.101

Joanna Plimer, was the second daughter of Andrew Plimer and his wife, Joanna Louisa Knight (1774-1861), by whom the artist had four daughters and a son who died young. The present lot was owned by Andrew Plimer's grand-daughter, Frances Margaret Daker, the only daughter of his eldest daughter, Louisa. Upon her death, Plimer's wife left her estate to Louisa, by then her only surviving child, who in turn bequeathed her belongings to her daughter Frances. This included all of her father's family portraits, miniatures and papers. Whilst all four of Plimer's daughters had expressive deep blue eyes and wore their brown hair in ringlets, Joanna had a longer slender nose, which would suggest she is the most likely candidate for the sitter portrayed in the present lot.



103



106

105

Adam Buck (Irish, 1759-1833)

Two portraits of James Markham Chapuis Chadwick (1817-1824) and his father, Captain James Chadwick of the 86th Regiment of Foot: the former wearing scarlet jacket and white chemise with frilled edged collar, his hair worn short; the latter wearing crimson coat with standing collar, white chemise and black stock.

Pencil and watercolour on paper, each signed on the obverse and dated *Adam Buck 1824*, gilt-wood frames, the reverse of each inscribed with the sitters' names and biographical information.

Rectangular, 127mm (5in) high (2)

£1,000 - 1,500

€1,200 - 1,800

US\$1,600 - 2,400

James Chadwick was commissioned as a Captain in the 86th (Royal County Down) Regiment of Foot on 26th October 1815. His only son by his wife, Marie Josephine Adelaide was born at Secunderabad on 17 July 1817 and died at Chelsea on 14th July 1824, just three days shy of his 7th birthday.

106

Henry Pierce Bone (British, 1779-1855)

A portrait of a child, possibly one of the artist's children.

Charcoal and pastel on paper, signed on the obverse and dated *H. P. Bone/ March .4. 1817*, gilt-wood frame.

Rectangular, 342mm (13 7/16in) high

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

According to Foskett and the Oxford Dictionary of National Biography, Henry Pierce Bone is said to have had at least five children with his wife, Anna Maria née Long of Clerkenwell, whom he married in October 1805: Charles Richard (1809-c.1880), William Junior (active 1827-1851) and Louisa Frances (active 1844), who all followed their father's profession and became miniaturists; and two further daughters, named Elizabeth or 'Emily Elizabeth' and Maria. Louisa is said to have been the couple's third daughter.

Taking the approximate age of the sitter into consideration, Charles and William would have been too old to have sat to Bone for the present portrait, which is dated 'March .4. 1817'. Therefore the sitter may be one of Bone's daughters, whose birth dates are all unknown, or a member of his extended family.



105



104



105



107

107^Y

Thomas Hargreaves (British, 1775-1846)

A Lady, called Clementina Herbert née Beckwith (d. 1864), seated before red drapery and wearing white décolleté dress, her black stole draped over her right shoulder, a monocle on a gold chain suspended from her neck and tucked into her waist belt, the back of her brown hair upswept, the front curled in ringlets and dressed with a black bandeau. Gilt-mounted within an ebonised wood frame.

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

£1,000 - 1,500

€1,200 - 1,800

US\$1,600 - 2,400



108

108^Y

Samuel John Stump (British, 1778-1863)

A memorial portrait miniature of a Child with strawberry-blond hair cropped short and curled in ringlets, floating in a sky background.

Signed on the reverse and dated *S J Stump Pinx'd/ N° 7 Cork Street/ Burlington Gardens/ London/ 1820*, rectangular oak wood frame.

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

£600 - 800

€710 - 940

US\$960 - 1,300



109

109^Y

Mrs. Henry Moseley (née Maria A. Chalon) (British, circa 1800-1867)

A Lady, called Mrs Trevor, wearing black décolleté dress with sheer bouffant sleeves and white ribbons and lace to her shoulders, her multi-stranded gold necklace set with a jewelled pendant, matching pendent earrings and brooch at her corsage, her hair curled and upswept beneath a white lace bonnet and black hat dressed with dark blue ribbon and white plumes.

Signed on the reverse and dated *Portrait of M^{rs} Trevor/ Maria Chalon pinx'd/ 1835.*, gilt-mounted within burgundy leather travelling case.

Rectangular, 110mm (4 5/16in) high

£1,000 - 1,500

€1,200 - 1,800

US\$1,600 - 2,400

110^Y

Samuel John Stump RA (British, 1778-1863)

A Lady, standing before a chaise longue and drapery, wearing white décolleté dress and lace stole, multi-stranded pearl necklace, bandeau and pendant earring, her dark hair curled and upswept, blue shawls draped over the chaise longue and table beside her.

Gilt-metal easel frame.

Rectangular, 173mm (6 13/16in) high

£1,200 - 1,800

€1,400 - 2,100

US\$1,900 - 2,900





111



112



113



114

111^Y

Andrew Robertson, MA (Scottish, 1772-1845)

A Gentleman of the Harwood family, wearing dark grey coat with black collar, white waistcoat, frilled chemise, stock and cravat. Signed on the obverse and dated *AR/ 1810*, the reserve signed and dated *painted by A. Robertson/ 33. Gerrard Street/ London 1810*, gilt-metal frame.

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

Provenance: By descent to the present vendor through his grandfather's cousin.

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

112^Y

Andrew Robertson, MA (Scottish, 1772-1845)

A Young Gentleman of the Harwood family, wearing dark blue coat, white waistcoat, chemise, stock and tied cravat. Gilt-metal frame.

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

Provenance: By descent to the present vendor through his grandfather's cousin.

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

113^Y

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

Major General John Philip Roche as a subaltern in the 2nd Life Guards, wearing scarlet coat with gold embroidered standing collar, epaulettes and aiguillette over his cuirass, his scarlet cloak draped over his left shoulder (cracked).

Gilt-mounted on papier-mâché frame.

Rectangular, 102mm (4in) high

£600 - 800

€710 - 940

US\$960 - 1,300

Roche was first commissioned as a Cornet in the 2nd Life Guards on 27 October 1826 and the present lot is likely to have been painted to commemorate this occasion. Roche was subsequently promoted to Lieutenant on 29 January 1830 and Captain on 25 March 1836.

114^Y

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

A Lady, wearing burgundy décolleté dress finished with white lace trim, gold and sapphire pendant brooch to her corsage, matching pendent earrings, her brown embroidered stole draped over her right arm, her hair centrally parted, upswept and dressed with a floral posy. Together with a further miniature portraying Lady Caroline Calcroft, seated on a green upholstered chair and wearing black décolleté dress with white lace underslip and brooch at her corsage, her brown hair upswept and curled in ringlets; gilt-metal frames.

Rectangular, 106mm (4 3/16in) and 87mm (3 7/16in) high respectively (2)

Provenance (for the former): Bonhams, London, 11 February 1999, lot 118.

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900



115^Y

Circle of William Egley (British, 1798-1870)

A Boy, called William Bailey, seated on a grassy mound, his hands clasped around his right knee, wearing tan trousers and matching jacket, white chemise with frilled collar and black shoes.

Gilt-wood frame.

Rectangular, 178mm (7in) high

£3,000 - 5,000

€3,500 - 5,900

US\$4,800 - 8,000



116

116^Y

Jacques Louis Comte (Swiss, 1781-after 1843)

A Lady, believed to be Caroline Oakes née Bryan (b.1805), seated before a stone column and wearing black décolleté dress with white lace bouffant sleeves, jewelled cuffs to her wrists and brooch to her corsage, her dark hair plaited into a knot at the back of her head, the front parted and upswept.

Signed on the obverse *COMTE*, gilt-wood frame.

Rectangular, 138mm (5 7/16in) high

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

Caroline was the daughter of William Bryan. On 3 March 1832, she married Commander Orbell Oakes (b.1800) of Bury St Edmunds, Suffolk. Their wedding took place in Florence. Her husband entered the Royal Navy on 6 August 1813 and obtained the rank of Commander on 19 May 1828 (J. Marshall, *Royal Naval Biography*, 1835, vol.IV, p.295).



117

117^Y

Anne Nicole Voullermier (French, 1796-1886)

A Lady, standing before a landscape and wearing white décolleté dress with frilled sleeves and neckline, her raven hair centrally parted and upswept.

Signed on the obverse *M^{lle} Voullermier*, gilt-mounted on rectangular oak wood frame.

Oval, 118mm (4 5/8in) high

£600 - 800

€710 - 940

US\$960 - 1,300



118

118^{*}

M. Takush (British, active 1833-1837)

Venus and Cupid.

Enamel, signed on the obverse *M. Takush. P. 1836*, gilt-mounted within glazed wooden box frame.

Rectangular, 115mm (4 1/2in) wide

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900



119

119^Y

Simon Jacques Rochard (French, 1788-1872)

A Lady, wearing black décolleté dress and seated with her three daughters and two sons in an interior: the eldest daughter, wearing gold dress and black sash to her waist; her younger daughters, wearing white dresses decorated with blue ribbon; her younger son, wearing buff-coloured dress and breeches; her elder son, wearing brown suit and white frilled collar, his shotgun cradled in his left arm (cracked). Gilt-metal frame with foliate border and ormolu slip.

Rectangular, 222mm (8 3/4in) high

£1,200 - 1,800

€1,400 - 2,100

US\$1,900 - 2,900



120

120*

Sophie Liénard (French, active 1842-1845)

Princess Hélène-Louise-Elisabeth of Mecklenburg-Schwerin (1814-1858), Duchesse d'Orléans (1837-1858), wearing white décolleté dress with double-tiered lace trim, a powder pink ribbon bow to her corsage, her dark hair centrally parted, braided and upswept beneath a white lace cap dressed with lavender ribbon.

Painted on porcelain, signed on the obverse *Sophie Liénard*, with maker's stamp to the reverse *RIHOUE/ M de Porcelain/ 7 Rue de la Paix/ PARIS*, gilt-metal mount with engraved foliate border.

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

£2,000 - 3,000

€2,400 - 3,500

US\$3,200 - 4,800

The present lot is a copy after a full-length double portrait of Hélène-Louise with her first-born child, Prince Louis Philippe by Franz Xavier Winterhalter (1805-1873). The portrait was commissioned in 1839 after the birth of the Prince and currently resides at the Château de Versailles (Accession nos. MV 5201; INV 9989; LP 3755). Louis Marie Francois Rihouet, founded the Paris porcelain factory Rihouet and was appointed 'fournisseur du Roi et du Duc d'Orléans' (supplier to the King and the Duc d'Orléans) in 1824.

Hélène-Louise was the only daughter of Frederick Louis, Hereditary Grand Duke of Mecklenburg-Schwerin (1778-1819) and his second

wife, Princess Karoline Luise of Saxe-Weimar-Eisenach (1786-1816). Hélène-Louise was chosen as a bride for Ferdinand Philippe d'Orléans [see the subsequent lot] to form an alliance with her uncle, Frederick William III of Prussia, despite the fact that she was a Protestant, considered a liberal and not much of a beauty. As an ambitious Princess who wanted to become Queen, Hélène-Louise accepted the proposal against the will of her immediate family. The wedding took place at the Château de Fontainebleau on 30 May 1837 and the couple had two sons: Prince Louis Philippe Albert, Comte de Paris (1838-1894) and Prince Robert, Duc de Chartres (1840-1910).

When Hélène's father-in-law, Louis Philippe I was deposed during the revolutions that swept through Paris in 1848, her brother-in-law, Louis, Duc de Nemours (1814-1896) relinquished his right to act as Regent for her eldest son. Hélène-Louise swiftly appeared at parliament to elect herself as Regent throughout her son's minority. After failing to seize power, she left France for Germany but continued to actively claim the rights of Prince Louis Philippe as heir to the throne of France. Hélène-Louise would spend the rest of her life in exile, dying from flu shortly after her arrival at Camborne House in Richmond, England on 18 May 1858. She was initially buried at Weybridge before being transferred to the Chapelle Royale de Dreux in 1876. As a Protestant, Hélène-Louise could not be buried in the Catholic chapel there so an adjacent room with a separate entrance was built with a window between her tomb and that of her husband.



121

121*

Sophie Liénard (French, active 1842-1845)

Ferdinand Philippe (1810-1842), Duc de Chartres (1810-1830) and Duc d'Orléans (1830-1842), wearing black coat with standing collar, gold buttons and epaulettes, two Orders of the Légion d'Honneur and the breast star of the Grand Cross.

Painted on porcelain, signed on the obverse *Sophie Liénard*, with maker's stamp to the reverse *RIHOUEY/ M de Porcelain/ 7 Rue de la Paix/ PARIS*, gilt-metal mount engraved with foliate border.

Oval, 143mm (5 5/8in) high

£3,000 - 5,000

€3,500 - 5,900

US\$4,800 - 8,000

The present lot is a copy after a posthumous oil portrait of 1843 by Franz Xavier Winterhalter (1805-1873) held by the Château de Versailles (Accession nos. MV 5228; INV 9987; LP 6604). Winterhalter's portrait is a variant of Ingres' earlier portrait of 1842 (Musée du Louvre; INV R.F. 2005-13), completed shortly before the sitter's untimely death.

Ferdinand Philippe was the son of Louis Philippe, Duc d'Orléans (1773-1850), later Louis Philippe I of France (1830-1848) and his wife Princess Maria Amalia of Naples and Sicily (1782-1866). Born in exile in Palermo,

Sicily, Ferdinand Philippe joined the army under Charles X and in 1824, the King appointed him a Colonel of the 1^{er} Régiment de Hussards. Upon Charles X's subsequent abdication, Louis Philippe was offered the throne, making Ferdinand Philippe the heir apparent.

In 1836 Ferdinand Philippe set out on a Continental tour to find a suitable bride with his brother, Prince Louis, Duc de Nemours (1814-1896). After being introduced to several princesses, marriage negotiators finally swung in favour of Hélène-Louise-Elisabeth of Mecklenburg-Schwerin [see the preceding lot] and their marriage took place on 30 May 1837 at the Château de Fontainebleau. As the niece of Friedrich Wilhelm III of Prussia the match provided a convenient alliance, but initially offered little other attraction. Their eldest son, Prince Louis Philippe Albert (1838-1894), would later be hailed as Louis Philippe II by some while his brother, Prince Robert (1840-1910) fought with the Union army during the American Civil War before defending his homeland during the 1870 Franco-Prussian War. On 13 July 1842 Ferdinand Philippe died from the injuries he sustained after jumping from an out-of-control carriage. He had been travelling to say farewell to his family ahead of his departure for Saint-Omer where his troops were waiting for him. The Duc d'Orléans is interred in an elaborate tomb at the Chapelle Royale in Dreux, Eure-et-Loir.



122

122^Y

English School, circa 1880

Alexandra, Princess of Wales (1844-1925), later Queen of the United Kingdom and Empress of India (1901-1910), wearing white embroidered décolleté gown, the bodice adorned with portrait miniatures and cameos suspended from sash ribbons, pearl and diamond brooches and a breast star, diamond chokers and pearl pendant necklace, her blonde curls upswept beneath a diamond tiara and a translucent veil.

Gold frame with gilt-metal coronet cresting set with simulated gems. Oval, 95mm (3 3/4in) high

Provenance: Bonhams, London, 26 June 1997, lot 182.

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

The present lot derives from a photograph taken by Walery in 1889. Walery was the pseudonym adopted by Count Stanislaw Julian Ostrorog (1830-1890) and inherited by his son, Count Stanislaw Julian Ignacy Ostrorog (1863-1935). Between 1888 and 1896, Walery issued a remarkable series of portraits titled, 'Our Celebrities' which were published on a monthly basis together with biographical text on the subjects. Sitters included, Alma Tadema, Gilbert and Sullivan, Henry Irving, Queen Victoria and Prince Albert.

Alexandra of Denmark was the eldest daughter of Prince Christian of Schleswig-Holstein-Sonderburg-Glücksburg (1818-1906) and Louise of Hesse (1817-1898). She married, Albert Edward, Prince of Wales, later Edward VII (1841-1910) on 10 March 1863. Her father succeeded his distant cousin, Frederick VII to the Danish throne as Christian IX and her younger brother was appointed to the vacant Greek throne as George I during the same year. Alexandra's tenure as Princess of Wales is the longest that anyone has ever held the title and she was generally very popular with the public. Her attempts to sway the opinions of British ministers and her husband's family in favour of Greek and Danish interests were however unsuccessful and her public duties were restricted to charitable causes.

From Edward's death in 1910 until her own in 1925, Alexandra was officially styled, 'Queen Mother', being a Dowager Queen and the mother of the reigning monarch, George V (1865-1936), although the address, 'Her Majesty Queen Alexandra' was generally maintained. She greatly distrusted her nephew, Wilhelm II ('Kaiser Bill'), the last German Emperor and supported her son throughout World War I.

123^Y

Mabel Lee Hankey (British, 1863-1943)

Lady Wimborne née Cornelia Henrietta Maria Spencer-Churchill OBE (1847-1927), seated in an armchair, wearing lavender skirt and cream lace blouse, deep purple coat with frilled collar, gold ring, a fob watch with an aquamarine jeweled lid at her left, pearl necklace and long gold chain suspended from her neck, her grey hair upswept beneath a deep purple hat dressed with ribbons and a single plume.

Signed on the obverse *Mabel Hankey*, gilt-metal frame engraved to the obverse *Lady Wimborne/ March 1905.*, rectangular fitted leather traveling case lined with purple velvet, the base with easel attachment.

Oval, 137mm (5 3/8in) high

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

Lady Wimbourne was the eldest daughter and third child of John Winston Spencer-Churchill, 7th Duke of Marlborough (d.1883) by Lady Frances Vane (d.1899). She was the aunt of Sir Winston Churchill, her younger brother's son. On May 1868 she married Ivor Bertie Guest, 1st Baron Wimborne, with whom she had two sons and two daughters. She is buried at Canford Manor, Dorset, England.



123



124

124^Y

Robert Henderson (British, 1826-1904)

Three children seated before a column on a stone veranda (cracked). Signed on the obverse and dated *R.H./ 1889/ Dickinsons*, gilt-mounted within brown leather travelling case with brown silk and velvet lining.

Rectangular, 187mm (7 3/8in) high

£800 - 1,200

€940 - 1,400

US\$1,300 - 1,900

A native of Scotland, Robert Henderson had made tracks for Lancashire by the time he was 15 and found employment as an engraver. Within four years he had moved to London and married Augusta Fether. The couple lived in Marylebone and Hampstead and had four children while Henderson worked as a wood carver before becoming a full-time artist. The present lot was conceived during Henderson's time with the Dickinson Brothers of Brighton and London, who advertised themselves as 'Artists, Photographers and Print Sellers'. From 1868, their London premises were located at 114 New Bond Street. Henderson exhibited independently at the Royal Academy between 1883-1895. His son, Thomas, is listed as an art student in the 1891 census (C. Arturi and R. Phillips, *Dictionary of Miniature Painters 1870-1970*, 2012, p.220).

125^Y

An octagonal portrait miniature wall cabinet

of ebonised wood, with glazed hinged door and blue velvet lining, the obverse with tortoiseshell border.

Octagonal, 362mm (14 1/4in) high

£500 - 700

€590 - 830

US\$800 - 1,100

126

Mrs E. Neville Jackson

Silhouette Notes and Dictionary.

Red linen boards, 93 monochrome plates and 10 colour plates, Methuen & Co Ltd, London, 1938.

£100 - 150

€120 - 180

US\$160 - 240

End of Sale

Our next sale is scheduled for 28 May 2014.

Index

Lots

Adam, Isaac	60	de Rohan, Marie, 'Mademoiselle de Montbazou'	8
Alexandra, Princess of Wales	122	des Granges, David	5
Arlaud, Benjamin	16, 17	Dixon, Nicholas	18
Aubry, Louis François	94	Egley, William	115
Augustin, Jean Baptiste	94	Einsle, Joseph	91
Bailey, William	115	Elphinstone, Arthur, 6th Baron Balmerinloch	25
Bayly, The Very Reverend Edward	43	Engleheart, George	47, 48, 49, 50, 51, 92
Beachcroft, Harriet	82	Engleheart, John Cox Dillman	103
Beaumarris Rush, Sir William & Lady Laura	85	Ernest Augustus I	78
Bellenden Ker, John	95	Evans-Freke, George	93
Beresford, William	96	Evans-Freke, Jane Grace	70
Biddulph, Diana, The Hon.	51	Everett, Thomas	36
Bogle, John	30	Eyre, Mary née Bigoe	9
Bone, Henry Pierce	95, 106	Ferdinand Philippe, Duc d'Orléans	121
Buck, Adam	80, 105	Ferriere, François	64
Buck, Frederick	52, 53, 54	Flatman, Thomas	4
Buncombe, John	99	Fraser, Sir William, 2nd Baronet	92
Burch, Henry Jacob	44	Freese, N.	46, 81
Burns, Robert	75	Forster, Thomas	22
Butler, Mrs Edward	44	George III	77
Chadwick, James & Captain James	105	Gibson, William	9
Cheron, Marie-Anne Belle	19	Gillberg, Jakob Axel	90
Churchill, John, 1st Duke of Marlborough	21	Hamlet the Elder, William	77, 78
Collins, Richard	84	Hankey, Mabel Lee	123
Comte, Jacques-Louis	116	Hare, Sir Thomas, 4th Baronet	17
Coques, Gonzales	3	Hargreaves, Thomas	107
Cosway, Richard	65	Harrison Senior, John	1
Cross, Peter	15	Harwood family	111, 112
Crosse, Richard	29	Hayward, Clara	66
Dahl, Michael	21	Hazlehurst, Thomas	45
Daniel, Abraham	62	Henderson, Robert	124
de Kérrouaille, Louise, Duchess of Portsmouth	11	Henrietta Maria of France	10



Herbert, Clementina née Beckwith	107	Richter, Christian	12
Hone, Horace	70	Robertson, Andrew	111, 112
Hookham, Thomas Jordan	86	Robertson, Charles	56, 57
Hoskins, John	10	Rochard, Simon Jacques	119
Hull, Thomas	31	Roche, Major General John Philip	113
Humphry, Ozias	26, 66	Ross, Sir William Charles	113, 114
Isabey, Jean-Baptiste	63	Rosse, Susan Penelope	14
Jackson, Mrs E. Neville	126	Shelley, Samuel	27, 41, 72, 83, 93
Jean, Philip	32, 33, 43	Shirreff, Charles	34, 55
Kirchhoffer, Henry	96	Sicardi, Louis Marie	61
König, Anton Friedrich	23	Smart Junior, John	79
Lethbridge, Walter Stephens	97	Snelling, Matthew	6
Liénard, Sophie	120, 121	Spencer, Gervase	24
Mee, Mrs Anne	76	Stevenson, The Very Rev. George & Mrs Lydia	40
Meyer, Jeremiah	37	Stewart, Frances Teresa, Duchess of Richmond	14
Miers, John	40	Stump, Samuel John	108, 110
Mignard, Pierre	11	Takush, M.	118
Miles, Edward	58	Trevor, Mrs	109
Moseley, Mrs Henry, née Maria A. Chalon	109	Venus and Cupid	118
Mundy, Lieutenant-Colonel Godfrey Basil	100	von Huusmann, Baron Josef Emanuel	91
Nixon, James	35, 36	Voullemier, Anne Nicole	117
Norgate, Edward	1	Weyler, Jean Baptiste	59
Oakes, Caroline née Bryan	116	Whitmore, Lady Frances	6
Pennington, Lieutenant Gervase	101	Wimborne, Lady née Cornelia Spencer-Churchill	123
Pereley, Lady	80	Wood, William	38, 82, 85, 86, 87, 88, 89
Petitot, Jean	8	Woodville, William	37
Phillipson, Mrs	65	Wright, John	42
Plimer, Andrew	39, 67, 68, 69, 71, 104		
Plimer, Joanna	104		
Prince James Edward Stuart 'The Old Pretender'	19		
Princess Hélène-Louise of Mecklenburg-Schwerin	120		
Ram, Raja Jivan	101		



Fine Art and Antiques

Oxford

The Fine Art and Antiques auctions in Oxford are held on a monthly basis and now feature portrait miniatures and silhouettes.

2014 Sale Dates:

Wednesday 8 January
Wednesday 11 February
Wednesday 19 March
Wednesday 15 April
Wednesday 28 May
Wednesday 17 June
Wednesday 16 July
Wednesday 12 August
Wednesday 10 September
Wednesday 14 October
Wednesday 5 November
Wednesday 3 December

+44 (0) 20 7393 3986
jennifer.tonkin@bonhams.com

English School, circa 1770

A Gentleman, wearing scarlet coat.

Gold frame

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

Sold £1,250.00

JOHN SMART (BRITISH, 1742-1811)

Miss E. Kent, wearing white dress with gauze fill-in, her hair upswept and dressed with a strand of pearls. Watercolour on ivory, signed on the obverse and dated J.S./ 1806, gold mount, the reverse inscribed Miss E. Kent/ painted by/ John Smart/ 1806/ Russell Street/ Fitzroy Square, red leather traveling case.

Oval, 83mm (3 1/4in) high

£20,000 - 30,000

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Bonhams

LONDON

RAU UNICEF SALE

New Bond Street
Thursday 5 December 2013

bonhams.com

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller’s responsibility to you

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

Bonhams’ responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer’s* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

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

Bidding in person

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

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

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £50,000 of the *Hammer Price*
20% from £50,001 to £1,000,000 of the *Hammer Price*
12% from £1,000,001 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 licencing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 11 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	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	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):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed <i>c/o Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.2	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;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.6	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;	9.4	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> .
8.1.7	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;			10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.8	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;			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.9	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			11	GOVERNING LAW
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.				All transactions to which the <i>Contract for Sale</i> 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 <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
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.				
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 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.				
		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 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> .		

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

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	to terminate this agreement immediately for your breach of contract;			9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10	OUR LIABILITY
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.10	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.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	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	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> 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.
		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		
		9.2.2	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		
		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> .		

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 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the *Lot* is made up wholly of a *Book* or *Books* and any *Book* does not contain text or illustrations (in either case referred to as a "non-conforming *Lot*"), we undertake a personal responsibility for such a non-conforming *Lot* in accordance with the terms of this paragraph, if:

the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and

you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*; and

within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

but not if:

the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or

the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or

it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or

the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.

If we are reasonably satisfied that a *Lot* is a non-conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.

The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

12 MISCELLANEOUS

12.1 You may not assign either the benefit or burden of this agreement.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.

12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.

12.8 In this agreement "including" means "including, without limitation".

12.9 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.

12.10 Reference to a numbered paragraph is to a paragraph of this agreement.

12.11 Save as expressly provided in paragraph 12.12 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.

12.12 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.

13 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 of Sale* the *Lot* corresponds.

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

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

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

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

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

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

"Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

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

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

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

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

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

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

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

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

"Purchase Price" the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price* (where applicable), the *Buyer's Premium* and *VAT* on the *Buyer's Premium* and any *Expenses*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that:
 - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
 - (a) the seller;
 - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
 - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

Bonhams Specialist Departments

19th Century Paintings

UK
Charles O' Brien
+44 20 7468 8360
U.S.A.
Madalina Lazen
+1 212 644 9108

20th Century British Art

Matthew Bradbury
+44 20 7468 8295

Aboriginal Art

Francesca Cavazzini
+61 2 8412 2222

African and Oceanic Art

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

American Paintings

Alan Fausel
+1 212 644 9039

Antiquities

Madeleine Perridge
+44 20 7468 8226

Antique Arms & Armour

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

Art Collections, Estates & Valuations

Harvey Cammell
+44 (0) 20 7468 8340

Art Nouveau & Decorative Art & Design

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

Australian Art

Alex Clark
+61 2 8412 2222

Australian Colonial Furniture and Australiana

James Hendy
+61 2 8412 2222

Books, Maps & Manuscripts

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

British & European Glass

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

British & European Porcelain & Pottery

UK
John Sandon
+44 20 7468 8244
U.S.A.
Peter Scott
+1 415 503 3326

California & American Paintings

Scot Levitt
+1 323 436 5425

Carpets

UK
Mark Dance
+44 8700 27361
U.S.A.
Hadji Rahimpour
+1 415 503 3392

Chinese & Asian Art

UK
Asaph Hyman
+44 20 7468 5888
U.S.A.
Dessa Goddard
+1 415 503 3333
HONG KONG
+852 3607 0010

Clocks

UK
James Stratton
+44 20 7468 8364
U.S.A.
Jonathan Snellenburg
+1 212 461 6530

Coins & Medals

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

Contemporary Art

UK
Gareth Williams
+44 20 7468 5879
U.S.A.
Jeremy Goldsmith
+1 917 206 1656

Costume & Textiles

Claire Browne
+44 1564 732969

Entertainment Memorabilia

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

Ethnographic Art

Jim Haas
+1 415 503 3294

Football Sporting Memorabilia

Dan Davies
+44 1244 353118

Furniture & Works of Art

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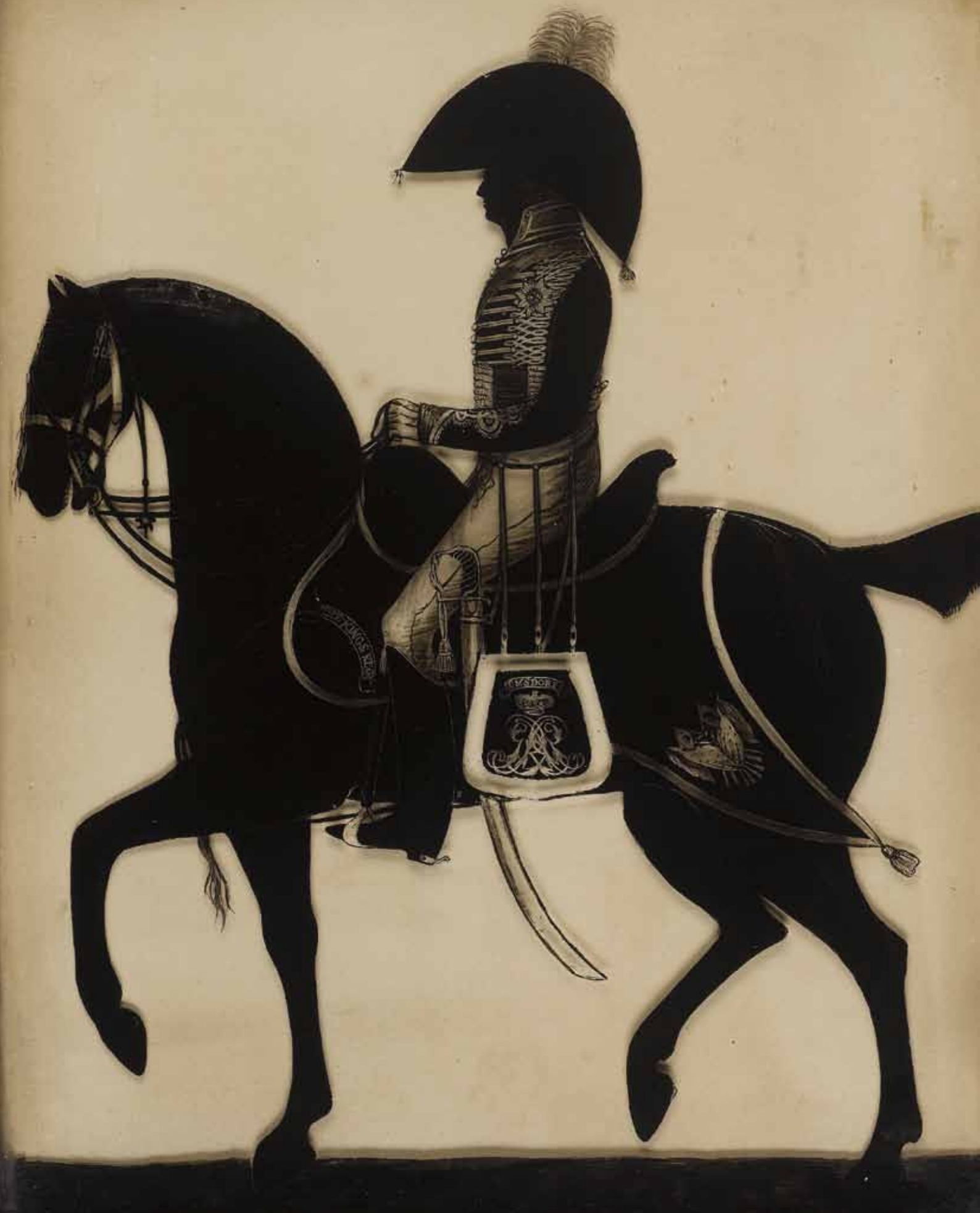
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