

# THE HASSE COLLECTION OF GERMAN PORCELAIN

Wednesday 8 October 2014



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# THE HASSE COLLECTION OF GERMAN PORCELAIN

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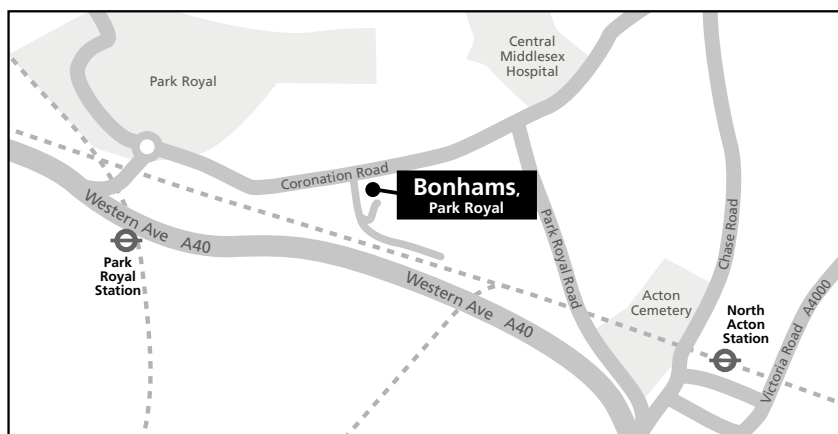
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## THE HASSE COLLECTION OF EARLY GERMAN PORCELAIN

Formed by an English private collector, the Hasse collection shows the joy of collecting in its sheer variety of size, subject and factory. The collection includes many bold, large-scale pieces that contrast with delicately modelled smaller objects bearing the finest of decoration. Pieces range from early Meissen, such as the rare two handled beaker and very early teapot both decorated with figures from the *Commedia dell'Arte* (Lots 2 and 1), to large-scale Ludwigsburg chinoiserie groups that show the ambition of the factory's sculptural production (lots 110 and 111).

Of particular note is an important Meissen Augustus Rex bottle vase, which is decorated with a kakiemon pattern of birds in elaborate cartouches of indianische Blumen. Marked with the AR monogram, it was made for Augustus the Strong himself and may have been intended to form part of the elaborate display of porcelain in the Japanese Palace in Dresden. But the collector also had an eye for the rococo period, including fine examples such as an elaborately modelled clock (lot 93) and figures from the *Commedia dell'Arte* and the *Cris de Paris* series.

The snuffboxes also show the collector's eye for intricate detail, such as on a Meissen snuffbox with a scene of a gallant man and lady whispering together, passing a secret letter to a black courtier (lot 53), and a Meissen purple mosaic box with a scene after Watteau (lot 60).

Many of the pieces have a provenance that goes back to famous collections sold in the past 30 years such as the Collection of Giovanni and Gabriella Barilla and the Helmut Joseph Collection of Snuff Boxes, as well as historic collections such as The Royal Collections of Saxony.

1

**AN EARLY MEISSEN TEAPOT AND COVER, CIRCA 1720**

Of globular form with short spout and loop handle, decorated in gilding with incised details, probably in the workshop of Georg Funcke, Dresden, with six vignettes depicting figures from the Italian Comedy, a gilt saw-tooth border enclosing stars around the rim, the cover with three similar vignettes and sun-motifs with dots around the rim, *10cm high* (chips to footrim and some wear) (2)

**£4,000 - 6,000**

**Provenance**

Korthaus Collection, Frankfurt, sold by Christie's London, 1 March 1993, lot 8 (part);

Anon. sale, Sotheby's London, 11 November 1996, lot 180 (part);

Anon. sale, Sotheby's London, 8 July 1997, lot 83;

Dr. Roy Byrnes Collection, sold by Christie's London, 12 May 2010, lot 7 (part)

The present lot (together with a matching teabowl and saucer and a slop bowl) is one of a small group of early Meissen porcelain decorated in gilding that differs from the more numerous work of Augsburg decorators, in that the details are scratched through, rather than tooled on the surface of the burnished gilding. The gilt decoration is often edged in iron-red, occasionally with the addition of other colours, such as on four teabowls and saucers with moulded acanthus leaf decoration, decorated in gilding edged in iron-red and with some purple and green enamel highlights (one was in the Rudolf Just Collection, Prague, sold by Sotheby's London, 11 December 2001, lot 234; a second is in the Victoria & Albert Museum, London, inv. no. C.2&A-1928; a third is in the Württembergisches Landesmuseum, inv. no. G30,14; and a fourth in the Museum of Fine Art, Boston, inv. no. 54.684a-b). The saucers have the same sun motif that appears on the cover of the present lot and it seems likely that all were decorated in the workshop of Georg Funcke in Dresden.

Other examples of this style of decoration include two beakers, formerly in the Korthaus Collection (lots 2 and 3, the latter subsequently in the Hoffmeister Collection, sold in these Rooms, 24 November 2010, lot 1); a set of five similar early beakers, with gilt and iron-red decoration sold by Galerie Hugo Helbing in Munich, 26 May 1911, lot 130 (as Vienna); two of these beakers were sold by Sotheby's London, 18 November 2009, lot 448 (part - as Doccia); and six beakers from the collections of the Margraves and Grand Dukes of Baden, now in Schloss Favorite.





(reverse)

2

**A MEISSEN TWO-HANDLED BEAKER, CIRCA 1722**

Painted possibly by J.G. Höroldt with two landscape scenes depicting a figure holding a bottle, and an Italian Comedy figure, respectively, each within a gilt quatrelobe cartouche with Böttger lustre and edged with iron-red scrollwork, 7.8cm high (restored haircrack)

**£2,000 - 3,000**

**Provenance**

Private Collection, Rhineland, sold by Lempertz Cologne, 22 May 1997;  
Giovanni and Gabriella Barilla Collection, Geneva, sold by Sotheby's London, 14 March 2012, lot 111

**Literature**

I. Wildtraut/H. Buchen, *Das Commedia dell'Arte Service*, in *Keramos* 156 (1997), cat. no. 6, ill. 16





3

**A MEISSEN KPM TEAPOT AND COVER, CIRCA 1725**

Of squat globular form with a grotesque mask at the base of the curved spout, painted on each side with a chinoiserie scene within gilt scrollwork cartouches filled with Böttger lustre, surrounded by iron-red foliate scrollwork, the spout and handle painted with flowers and flanked by insects, gilt-edged rims, the cover with flowering branches, attached by a gilt metal chain to the spout and handle *12cm high*, KPM and crossed swords mark in underglaze-blue (restoration to spout) (2)

£6,000 - 8,000







4

**A MEISSEN WASTE BOWL, CIRCA 1724**

Painted with a chinoiserie scene on each side within a gilt scrollwork cartouche filled with Böttger-lustre and edged with puce and iron-red scrollwork, large sprays of *indianische Blumen* between the cartouches, another chinoiserie cartouche to the inside of the bowl, gilt scrollwork border to the inside rim, 18cm diam., 8.2cm high, gilt numeral 26. (very minor rubbing to gilding)

**£5,000 - 7,000**



5

**A MEISSEN HEXAGONAL TEA CANISTER, CIRCA 1725**

Each panel painted with a chinoiserie scene depicting figures engaged in various pursuits with insects and birds flying above them, the moulded ribs and rims gilt, with a later replacement cover, *10.3cm high overall*, gilt numeral 12. (some flaking to gilding) (2)

**£1,500 - 2,500**

6

**A MEISSEN HEXAGONAL TEA CANISTER, CIRCA 1725-30**

Each panel painted with a chinoiserie scene depicting figures engaged in various pursuits with insects and birds flying above them, the moulded ribs and rims gilt, *9.8cm high*, gilt numeral 25 (cover lacking, small flat glaze chip to rim)

**£1,500 - 2,500**

**Provenance**

The Luise Hofmann Collection, sold in these rooms, 16 May 2007, lot 35

7

**A MEISSEN TEABOWL AND SAUCER, CIRCA 1728**

Painted with chinoiserie scenes within quatrelobe gilt scrollwork cartouches embellished with Böttger lustre and iron-red and purple scrollwork, the rims with gilt scrollwork borders, crossed swords marks in underglaze-blue, gilt numeral 44. to both, incised / inside footrims (2)

**£1,500 - 1,800**





5



6



7



8

**A MEISSEN HAUSMALER TWO-HANDLED BEAKER AND SAUCER, CIRCA 1720**

The painting circa 1735, decorated in iron-red in imitation of an engraving with scenes depicting the Massacre of the Innocents, the saucer with a landscape showing soldiers on horseback on a riverbank opposite a town, the beaker with two scenes of a soldier attacking a woman holding a child, impressed .. inside footrim of beaker (2)

**£1,500 - 2,000**

The technique of imitating the lines of copper engravings is associated with painters active at the Du Paquier factory, such as Carl Wendenlin Anreiter von Zierfeld Jakob Helchis; see M. Chilton (ed.), *Fired by Passion* (2009), vol. I, pls. 6:13 and 2:40.





9

**A RARE MEISSEN HAUSMALER TEAPOT AND COVER, CIRCA 1720-30**

Decorated in Augsburg in the Seuter workshop, each side with a shaped panel painted in shades of grey and flesh tones with figures and horses on one side and two figures with a lady in a cart holding a baby on the reverse, within gilt frames and seeded strapwork, the spout and handle gilt, the cover similarly decorated, fixed with a silver-gilt chain *10cm high*, two impressed dots inside footrim (minor wear to gilding) (2)

**£8,000 - 12,000**



10

**A MEISSEN HAUSMALER TEAPOT AND COVER, THE  
PORCELAIN CIRCA 1720, PROBABLY DECORATED IN  
BAYREUTH, CIRCA 1740**

Of squat baluster form with moulded stiff-leaf borders, a short spout and loop handle, finely painted with three sprays of fruit and flowers on each side, the stiff-leaf borders heightened in manganese and green, gilt rims, the cover similarly decorated, *10cm high* (spout slightly reduced) (2)

**£8,000 - 10,000**





11

**A PAIR OF MEISSEN DUTCH-DECORATED VASES,  
CIRCA 1720-30**

Of quadrangular pear-shaped form, decorated in bright kakiemon colours with dragons and phoenixes on each side, 19.8cm high (one neck restored, minor flaking) (2)

£5,000 - 7,000

**Provenance**

The Brigadier J M Neilson Collection;  
Sold in these rooms, 16 May 2007, lot 11

**Literature**

J. Ayers, O. Impey and J.V.G. Mallet, *Porcelain for Palaces - The Fashion for Japan in Europe 1650 - 1750* (1990), no. 267

**Exhibited**

London, British Museum, 'Porcelain for Palaces', 6 July - 4 November 1990



12

**A MEISSEN HAUSMALER TEAPOT AND COVER, CIRCA 1720-30**

Decorated in Augsburg in gilding with a large chinoiserie vignette with swags on each side and further smaller vignettes, gilt scrollwork borders to rims, the curved spout with gilt mask terminal, the domed cover similarly decorated and attached by a silver-gilt chain to the spout and handle, 11.5cm high (rim chips, minor wear) (2)

**£3,500 - 5,000**



13

**A MEISSEN QUATRELOBE TEAPOT AND COVER, CIRCA 1730-40**

Painted in Kakiemon style with sprigs of prunus, pomegranate and peony and further scattered insects and flowers, the cover similarly decorated, with a gilt- and red-striped finial, *13cm high*, crossed swords mark in blue (2)

**£3,500 - 5,000**

For a discussion of the style of decoration, first made for the Paris merchant, Lemaire, around 1730 after a Japanese original from the collection of Augustus the Strong, see J. Weber, *Meißener Porzellane mit Dekoren nach ostasiatischen Vorbildern*, vol. II (2013), pp. 168-69.



14

**A MEISSEN TEAPOT AND COVER, CIRCA 1730**

Of globular form painted in Kakiemon style with two quail by flowering branches, the reverse with a smaller flowering bush and further scattered flowers, *11cm high*, crossed swords mark in blue enamel, incised Japanese Palace inventory numbers N=291-/ W (teapot) and N=299-/ W (cover) (some restoration) (2)

**£4,000 - 6,000**

**Provenance**

The Royal Collections of Saxony, Japanese Palace, Dresden

The 1770 inventory of the Japanese Palace records eighteen globular teapots decorated with the quail pattern under number 291; the number 299 on the cover was presumably engraved in error, as the inventory records octagonal teapots and covers under that number (see C. Boltz, *Japanisches Palais-Inventar 1770 und Turmzimmer-Inventar 1769*, in *Keramos* 153 (1996), pp. 54-55).





15

**A MEISSEN PLATE, CIRCA 1740**

Painted in underglaze-blue after a Chinese original with a peacock perched on a flowering branch opposite flowering plants and rockwork, the wavy rim painted with panels alternating between four different garden scenes with figures and a bird, a flowering tree issuing from stylised rockwork on the reverse above the mark, 25.9cm diam., crossed swords mark and o in underglaze-blue, impressed 20

**£1,000 - 1,500**

See M. Cassidy-Geiger, *The Arnhold Collection of Meissen Porcelain 1710-50* (2008), no. 224, for a similar example in the Arnhold Collection, New York, where the author notes that the mark on the reverse is based upon a Japanese model.



16

**A MEISSEN DISH, CIRCA 1725-30**

Painted in underglaze-blue with a framed scene depicting a Chinese woman with buildings on an island to one side, the rim with flowering branches below a trellis band, the reverse with flowering branches, 29.4cm across, crossed swords mark in underglaze-blue

**£3,000 - 5,000**

**Provenance**

Korthaus Collection, Frankfurt; sold by Christie's London, 1 March 1993, lot 26;  
Giovanni and Gabriella Barilla Collection, Geneva; sold Sotheby's London, 14 March 2012, lot 378



17

**A MEISSEN BEAKER AND SAUCER, CIRCA 1740**

Of fluted octagonal form, painted with the 'Three Friends of Winter': prunus, pine and bamboo issuing from stylised rockwork with a bird perched on one branch and another in flight, brown-edged rims, *the saucer: 14.2cm diam.*, crossed swords mark in underglaze-blue, impressed 24 to saucer (2)

**£2,000 - 3,000**

A similar beaker and saucer were previously sold in these rooms, The Hoffmeister Collection of Meissen Porcelain Part Two, 26 May 2010, lot 37.



18

**A MEISSEN DISH, CIRCA 1735**

Painted in a Kakiemon palette with two cranes, a bird in flight and a flowering bush, scattered flower sprigs around the pie-crust rim, *28.5cm diam.*, crossed swords mark in underglaze-blue (minor wear)

**£2,000 - 3,000**

The cranes and bird are based on a Chinese *Famille verte* dish from the collection of Augustus the Strong (illustrated by Julia Weber, *Meißener Porzellane mit Dekoren nach ostasiatischen Vorbildern* (2013), ill. 54). A larger example of this rare shape and decoration was sold by Rudolph Lepke's Kunst-Auctions-Haus, Berlin, 22-23 March 1904, lot 249.



19

**A VERY RARE SET OF FOUR MEISSEN  
CANDLESTICKS, CIRCA 1735**

Each with a domed foot rising to a waisted base moulded with panels of bellflowers, a knopped shaft below an acanthus-leaf border and scone, painted in *famille verte* style with ducks or geese, flowers issuing from stylised rockwork, scattered *indianische Blumen* and gilding to the moulded flowers and leaves, 23cm high, crossed swords marks in underglaze-blue, impressed Dreher's mark of four crosses within circles, a cross over a triangle and four dots around x (minor damage) (4)

**£5,000 - 7,000**

**Provenance**

The Busca Collection, Villa Serbelloni, Como, acquired in the 18th and 19th century;  
Sold by descendants in these Rooms, 23 May 2012, lot 86





20

20

**A RARE MEISSEN ARMORIAL DEEP DISH FROM THE FERRERO SERVICE, CIRCA 1740**

Painted with scattered flowers, beetles and insects below the arms on the rim, wavy gilt-edged rim, 23.5cm diam., crossed swords mark in underglaze-blue, impressed 20 (slight wear)

**£3,500 - 5,000**

**Provenance**

Anon. sale, Sotheby's London, 28 May 2009, lot 321

**Literature**

Andreina d'Agliano/Luca Melegati, I Fragili Lussi (2001), no. 102b

**Exhibited**

Turin, Fondazione Accorsi, I Fragili Lussi: Porcellane di Meissen da musei e collezioni italiane, 2001

From a service made for the Piedmontese statesman, Carlo Francesco Vincenzo Ferrero, Marchese d'Ormea (1680-1745), who held various ministerial posts under the kings of Sardinia, including minister for foreign affairs and of the interior, as well ambassador in Dresden, culminating in his appointment in 1742 as Grand Chancellor of the kingdom. He served both Vittorio Amadeo II, whom Augustus the Strong sent lavish gifts of Meissen porcelain in 1725 (M. Cassidy-Geiger *et al.*, *Fragile Diplomacy* (2007), pp. 209-212), as well as his son, Carlo Emanuele I, in whose favour Vittorio Amadeo abdicated in 1730. The circumstances in which Ferrero acquired this service are not recorded, though it is tempting to speculate that he may have received the service as a gift from Augustus III, perhaps while ambassador in Dresden, or in connection with diplomatic



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manoeuvrings following the death in 1740 of the Holy Roman Emperor, Charles VI, without a male heir, which led to the War of the Austrian Succession.

The present lot is the only shaped piece recorded from the service; only a few other pieces - all plates and dishes - are recorded in the literature. Other plates are in the Dr. Ernst Schneider Collection, Schloss Lustheim; in the Wark collection; three dishes (30cm and 38.5cm diam.) are in the Castello Sforzesco in Milan (d'Agliano / Melegati loc. cit.); one in the Museo Civico in Turin. A plate from the Hoffmeister Collection, Hamburg, was sold in these Rooms, 25 November 2009, lot 94, and another was in the E.A. Titgemeyer Collection, Osnabrück.

21

**TWO MEISSEN ARMORIAL CUTLERY HANDLES FROM THE SEYDEWITZ SERVICE, CIRCA 1745**

Each painted with the arms twice and scattered sprigs of *indianische Blumen*, mounted with a steel knife blade and silver fork, the latter with indistinct maker's mark and town mark for Vienna, 1747, the ferrules in contemporary silver, the handles: 7cm long (some rubbing) (2)

**£2,000 - 3,000**

From a service made for the Saxon statesman, August Friedrich von Seydewitz (1695-1775). The von Seydewitz family were created Barons in 1731 and Counts of the Holy Roman Empire (Reichsgrafen) on 23 February 1743, providing a *terminus post quem* for the decoration of this service. A dish from the service was sold in these Rooms from the Hoffmeister Collection, 24 November 2010, lot 79.



22

**A MEISSEN FIGURE OF A CHINAMAN WITH A MONKEY, MID 18TH CENTURY**

Modelled by J.F. Eberlein, seated on a tasselled, yellow cushion and feeding a monkey on his right knee with a fruit in his left hand, wearing a yellow hat and floral robes, on a stepped, shaped plinth, 15.8cm high, crossed swords mark in underglaze-blue

**£6,000 - 8,000**

The Taxa price list from December 1735 states: 'Ein Pagott mit einem Affen von Thon bossiert' [a pagoda with a monkey modelled in clay]; see Dr. Erika Pauls-Eisenbeiss, German Porcelain of the 18th century, Volume I (1972), p.76.



23

**AN EXTREMELY RARE MEISSEN MODEL OF A NODDING PAGODA (WACKELPAGODA), CIRCA 1745**

Seated against a purple cushion decorated with *indianische Blumen* on a gilt-edged, canted rectangular base, with folded hands, wearing a purple-lined, gilt-edged white tunic decorated with *indianische Blumen*, yellow trousers and purple shoes with gilt floral decoration, mounted with a nodding head and hinged tongue, delicately picked out in flesh tones *19cm high* (some restoration)

**£8,000 - 12,000**

**Provenance**

Private Collection, acquired in the 1960s;  
Anon. sale in these Rooms, 8 December 2010, lot 74

**Literature**

Meissen | SO – IL, exhibition catalogue (2011)

**Exhibited**

Amersfoort, Kunsthal Kade, Meissen | SO – IL, 18th-century porcelain in contemporary architecture, 27 May-24 August 2011

Two examples of this model, with a differently modelled head, were in the C.H. Fischer Collection, Dresden, sold by J.M. Heberle, Cologne, 22-25 October 1906, lots 964 and 965. A related Chinaman on the same base and with the same collar and *indianische Blumen* on the cloak, but with fixed head is in the collection of the Hermitage, St. Petersburg (illustrated by L. Liachova, *The Myth of the Orient* (2007), cat.no. 85).









24

**A MEISSEN AUGUSTUS REX BOTTLE VASE, CIRCA 1730**

Painted in a Kakiemon palette with three wreaths of *indianische Blumen* tied with ribbons enclosing birds and butterflies, further scattered flowers to the neck, gilt-edged rim, 29cm high, AR monogram in underglaze-blue, incised x

**£25,000 - 35,000**

**Provenance**

Pauls-Eisenbeiss Collection, Riehen

**Literature**

E. Pauls-Eisenbeiss, *German Porcelain of the 18th Century*, vol. I (1972), pp. 404ff.

Several similarly decorated vases are recorded that probably originally formed a single garniture: two other 29cm vases (one formerly in the Pauls-Eisenbeiss Collection, another formerly in the List Collection, Magdeburg (sold Hans W. Lange, Berlin, 28-30 March 1939, lot 708); a 34cm vase (formerly in the List Collection, Magdeburg, lot 707, sold by Sotheby's London, 15 May 2014, lot 9); two 22cm vases (formerly in the Hermine Feist Collection, Berlin, see above Literature, p. 406); a 31cm vase in the State Hermitage Museum, St. Petersburg (L. Liachhova, *The Myth of the Orient: Eastern Subjects in Early Meissen Porcelain* (2007), no. 63).











25

**A PAIR OF MEISSEN TEABOWLS AND SAUCERS, CIRCA 1725**

Painted with figural European landscape scenes, each enclosed by a gilt scrollwork cartouche filled with Böttger lustre edged with iron-red and purple scrollwork, the reverse of each saucer with *indianische Blumen* and the inside of the teabowls with a purple diaper pattern within iron-red circles, gilt scrollwork borders to the rims, *the saucers*: 12.7cm diam., crossed swords marks in underglaze-blue (very minor wear) (4)

**£4,000 - 6,000**

**Provenance**

Anon. sale in these rooms, 14 November 2007, lot 150





26

**A MEISSEN TEAPOT, CIRCA 1725-30**

Each side painted in *Schwarzlot* with a scene depicting a palace and formal gardens, and a harbour with merchants and ships, within a shaped gilt scrollwork cartouche filled with Böttger lustre and edged with purple scrollwork, purple insects and *indianische Blumen* flanking the handle and spout, the gilt curved spout with a mask terminal heightened in purple, together with a modern replacement cover, 12cm high overall, K.P.M. in underglaze-blue, gilt 6. (spout edge regilt over tiny chips) (2)

**£5,000 - 7,000**







27

**A MEISSEN GROUP OF LOVERS, CIRCA 1740**

A seated couple embracing, he wearing a gilt-edged turquoise jacket, black and red breeches and puce shoes, she wearing a white gown and a yellow cloak with *indianische Blumen* draped around her waist, the base applied with leaves and flowers, 15.3cm high, faint traces of crossed swords mark in blue (minor restoration)

**£6,000 - 8,000**

Another example is illustrated by Dr. Erika Pauls-Eisenbeiss, German Porcelain of the 18th Century Vol. I (1972), pp.242-243.





28

28

**A MEISSEN HEXAGONAL TEA CANISTER AND COVER, CIRCA 1725-30**

Each panel painted with a *Kauffahrtei* scene depicting merchants and their wares by a quayside between moulded gilt ribs, the cover with a gilt scrollwork motif, 10cm high, crossed swords mark in blue, gilt T. to both (cover restored, gilding retouched on canister) (2)

£3,000 - 5,000



29

29

**A MEISSEN SAUCER, CIRCA 1728**

Painted with a river scene with three figures in the foreground, within a gilt quatrelobe cartouche edged with Böttger lustre, silver and gilt foliate scrollwork and iron-red and purple scrollwork, formal gilt border to rim, the reverse with three iron-red concentric circles, 12cm diam., crossed swords mark and # within concentric circles in underglaze-blue, impressed ..

£1,000 - 1,500



30

# **A MEISSEN TEAPOT AND COVER, CIRCA 1728**

The bullet-shaped body painted on each side with a quatrelobe landscape scene depicting, on one side, elegant figures by woodland with a castle in the distance, the reverse with figures and ships by a dock, within a gilt scrollwork cartouche embellished with Böttger lustre and edged with iron-red and purple scrollwork, further painted with sprigs of *indianische Blumen*, gilt scrollwork border to the rim, the cover similarly decorated, with a gilt ball finial, 10cm high, crossed swords mark in blue enamel (2)

£5,000 - 7,000

## **Provenance**

Anon. sale in these rooms, 14 November 2007, lot 152







31

**A PAIR OF SILVER-MOUNTED MEISSEN OIL AND VINEGAR  
EWERS AND COVERS, CIRCA 1735-40**

Each painted with a continuous landscape scene depicting figures and buildings by a river, the rims with borders of gilt trellis panels filled with Böttger lustre, the footrims with borders of gilt foliate scrollwork, the handles and spouts embellished in gilding and enamels, the high domed covers with continuous landscape scenes, *20.5cm high*, crossed swords marks in underglaze-blue (some restoration, later silver mounts) (4)

**£7,000 - 9,000**

**Provenance**

Anon. sale, Christie's Geneva, 28 April 1978, lot 118;  
Giovanni and Gabriella Barilla Collection, Geneva, sold Sotheby's  
London, 14 March 2012, lot 152





32

**A MEISSEN GROUP OF A SHEPHERD AND SHEPHERDESS, CIRCA 1740-45**

Modelled by J.J. Kaendler, as a couple seated beneath a tree, the woman wearing a blue skirt decorated with *indianische Blumen* and leaning on her companion, a sheep on her lap, the man wearing a yellow jacket and red breeches, a seated dog beside him, the base applied with leaves and flowers, the group set on a later ormolu base, 29.4cm high (some restoration)

**£10,000 - 15,000**

**Literature**

M. Eberle, *Cris de Paris Meissener Porzellanfiguren des 18. Jahrhunderts* (2001), no. 1

**Exhibited**

Leipzig, Gohliser Schlößchen, *Sachsens Gold im Schlößchen*, 29 April-10 June 2001

The model is after a depiction by François Boucher. Kaendler's Taxa for 1740-48 states: '1 Groupppen, ein Frauenzimmer in einer Andrijan wohlgeputzt vorstellend, ingl. einen Schäffer in seinem Habit wohl angekleidet, welche einander embrassiren, wobey noch ein Schöffgen zu befinden, 12 Thlr.' [1 group, a woman nicely dressed in an Andrian, and a shepherd well-dressed in his costume, embracing each other, where also a sheep]. See R. Rückert, *Meissener Porzellan 1710-1810* (1966), no.869, the illustrated example is a version without the tree. Another example is in the collection of the Victoria and Albert Museum, London.







33

33

**A MEISSEN PURPLE-GROUND BEAKER AND SAUCER, CIRCA 1740**

The saucer with an estuary scene within a gilt scrollwork cartouche with Böttger lustre surrounded by purple foliate scrollwork, the beaker reserved with similar panels surrounded by flowering branches of *indianische Blumen* and birds, the rims gilt, crossed swords mark in underglaze-blue, numeral 10. in brown to both (minor scratches) (2)

£1,200 - 1,800

**Provenance**

The Herbert Wolfe Collection, London;  
Sold in these rooms, 13 May 2009, lot 87

Another beaker and saucer from the same service was in the collection of Baron von Born, Budapest, sold by Lepke's Berlin, 4 December 1929, lot 88.

34

**A MEISSEN SAUCER, CIRCA 1730**

Painted with a shaped rectangular harbour scene within a gilt scrollwork cartouche with a seeded purple ground and embellished with Böttger lustre and scrollwork, gilt scrollwork border to rim, 12.3cm diam., crossed swords mark in underglaze-blue, incised / inside footrim

£1,000 - 1,500



34

35

**A MEISSEN PURPLE-GROUND TEAPOT AND COVER, CIRCA 1740**

Each side reserved with a gilt-edged shaped quatrelobe panel painted with *Kauffahrtei* scenes of merchants and their wares by a quayside, the cover reserved with similar scenes and surmounted by a gilt finial, the wishbone handle embellished with gilt and purple details, the animal spout gilt, 10.5cm high, crossed swords mark in underglaze-blue, gilt 18 to both (very minor wear) (2)

£3,000 - 4,000

**Provenance**

Max Hoffmann Collection, Basel, sold by Christie's London, 21 November 2005, lot 54

36

**A MEISSEN GOOSE BOX AND COVER, CIRCA 1750**

Naturalistically coloured in shades of brown and black, a yellow gosling on its back forming the finial to the cover, the base highlighted in green, 10.5cm high, crossed swords mark in underglaze-blue to rear of base, incised 55, 10. in purple to inside (a few tiny spots of wear to enamels) (2)

£2,000 - 3,000

**Provenance**

Anon. sale in these rooms, 7 Dec 2011, lot 251





35



36

37

**A MEISSEN SILVER-GILT MOUNTED PURPLE-GROUND COFFEE POT AND COVER, CIRCA 1735-40**

Each side reserved with a gilt-edged shaped quatrelobe panel painted with *Kauffahrtei* scenes of merchants and their wares by a quayside, the cover reserved with similar scenes and surmounted by a gilt finial, the scroll handle embellished with a purple foliate motif, the spout gilt, the silver-gilt mount by Elias Adam, Augsburg, 19cm high, crossed swords mark in underglaze-blue, incised Dreher's mark x for Johann Christoph Pietsch

£3,000 - 5,000



37



38

38

**A MEISSEN WHITE GROUP OF LEDA AND THE SWAN, CIRCA 1745**

Modelled by J.J. Kaendler, seated beside a swan and draping a flower garland around its neck, a kneeling cupid to one side, the base applied with leaves and flowers, 16cm high (minor chips)

**£2,500 - 3,500**

**Provenance**

Anon. sale in these rooms, 9 December 2009, lot 127



39

39

**A MEISSEN TEABOWL AND SAUCER, CIRCA 1740**

Painted with European scenes depicting, on the saucer, merchants and their wares by a quayside, and on the teabowl, figures in landscapes, within brown-edged gilt foliate- and scrollwork cartouches, scattered flowers and insects with shadows, a river vignette inside the teabowl, gilt scrollwork borders to the rims, crossed swords marks in underglaze-blue, gilt 75. to both, impressed numerals (minor wear) (2)

**£1,000 - 1,500**

**Provenance**

Anon. sale in these Rooms, 16 November 2005, lot 25

40

**A MEISSEN GROUP OF LOVERS, CIRCA 1745-50**

Modelled by J.J. Kaendler, the shepherdess seated playing the lute with a recumbent sheep at her feet, wearing a green hat and floral dress, the standing gentleman holding forget-me-nots in each hand, wearing a white coat and puce breeches, the base and tree-stump applied with leaves and flowers, 13.5cm high (minor restoration to extremities)

£2,500 - 3,500

The model is listed in an entry in Kaendler's Taxa of 20 November 1745: 'Ein Groupgen, da eine Schäfferin auff einem Rasen sitzt und auff der Laute spielet, neben ihr stehet ein Schäffer, so ihr ein Blühmigem Vergißmeinnicht verehret' [a group of a shepherdess seated on the grass and playing on the lute, a shepherd stands beside her offering her forget-me-nots]; published by J. Rafael, Zur 'Taxa Kaendler', in *Keramos* 203/204 (2009), p. 66.



40

41

**A MEISSEN YELLOW-GROUND HOT WATER JUG AND COVER, CIRCA 1740**

Each side reserved with a gilt-edged quatrelobe panel depicting figural European landscape scenes, the cover reserved with *Kauffahrtei* scenes and surmounted by a gilt finial, the handle and spout embellished with gilt and puce details, the rims gilt, 18cm high, crossed swords mark in underglaze-blue (finial restored) (2)

£2,000 - 3,000



41





42

42

**A MEISSEN BLUE-GROUND TEACUP AND SAUCER, CIRCA 1740**

Reserved with quatrelobe panels painted with figures and buildings in landscapes, within elaborate cartouches of brown-edged gilt scrollwork and flowers on trellis brackets, gilt foliate scrollwork borders to the rims, the cup interior with a circular landscape vignette, crossed swords marks in underglaze-blue, impressed numeral to saucer (2)

£2,000 - 3,000



43

43

**A MEISSEN OLIVE-GREEN-GROUND TEA CANISTER AND COVER, CIRCA 1735**

Reserved with four quatrelobe panels depicting European landscape and *Kauffahrtei* scenes in puce camaieu, flanked by flowering branches of *indianische Blumen*, the cover with a similar scene and flowering branches, 11cm high, faint traces of crossed swords mark in blue (very minor wear) (2)

£5,000 - 7,000



44

**A MEISSEN CHINOISERIE ARBOUR GROUP,  
CIRCA 1755**

Modelled by P. Reinicke, a couple seated in an arbour, he wearing floral robes and handing her a book, she wearing a lilac robe and yellow undergown, the pierced arbour embellished with gilt-edged roccaille and trailing floral foliage, the base applied with leaves and flowers, 19.5cm high, crossed swords mark in underglaze-blue (minor restoration)

**£5,000 - 7,000**

The model is based on an engraving by Gabriel Huquier, after a work by Boucher.

For other examples, see Dr Erika Pauls-Eisenbeiss, *German Porcelain of the 18th Century* (1972), pp.116-117, and L. and Y. Adams, *Meissen Portrait Figures* (1987), p.176.





45

**A MEISSEN TEAPOT IN THE SHAPE OF A MONKEY, CIRCA 1735**

Modelled by J.J. Kaendler, the seated monkey naturalistically coloured, wearing a red collar with bells and a belt with an iron link chain, her young in her arms and on her back forming the spout and handle, 17.7cm high, faint traces of crossed swords mark in blue (minor restoration, cover lacking)

**£6,000 - 8,000**

**Provenance**

Anon. sale in these rooms, 16 November 2005, lot 65

Kaendler's work record from July 1735 (sheet 259) says 'Einen Thee Pot in Gestalt eines Affens, Welcher einen Jungen auf dem rücken und einen Vornen in den Händen hält, Woraus der Thee lauffen thut, geändert und in gehörige Gestalt gebracht, sitzt auf einem kleinen postamentgen, Woran er mit einer Kette und Vorlege Schloß befestiget ist' [a teapot in the shape of a monkey, with a baby on its back and another held in its arms in front, from which the tea is poured. It is corrected and in proper order. It sits on a small pedestal base and is fastened to it by a padlock and chain], see Ulrich Pietsch, *Die Arbeitsberichte des Meissener Porzellanmodelleurs Johann Joachim Kaendler 1706-1775* (2002) p.33. For another example, see Yvonne Hackenbroch, *Meissen and Other Continental Porcelain, Faience and Enamel in the Irwin Untermyer Collection*, pl. 91, fig. 146 and John Sandon, *Meissen Porcelain* (2010), p.50.



46

46

**A MEISSEN OCTAGONAL TURQUOISE-GROUND TEABOWL AND SAUCER, CIRCA 1735-40**

The saucer painted with a *Kauffahrtei* scene of merchants and their wares at a quayside, within a gilt quatrefoil scrollwork cartouche embellished with purple foliate scrollwork, the teabowl reserved with a similar gilt-edged scene on either side, gilt scrollwork borders to the rims, crossed swords mark in underglaze-blue, gilt numeral 50 to both, Dreher's mark II for Johann Gottlieb Geithner to the teabowl (2)

£2,000 - 3,000

47

**A MEISSEN OCTAGONAL TURQUOISE-GROUND COFFEE POT AND COVER, CIRCA 1740**

Each side reserved with a gilt-edged shaped quatrefoil cartouche with a European landscape scene, the cover reserved with similar scenes and surmounted by a gilt finial, the scroll handle embellished with a gilt and puce foliate motif, the spout gilt, 23cm high, crossed swords mark in underglaze-blue, impressed number and gilt numeral 50 to both (2)

£5,000 - 7,000

**Provenance**

Martha L. Isaacson Collection, Seattle (according to collectors' label)



47



48

48

**A MEISSEN GROUP OF A MOTHER AND TWO CHILDREN, CIRCA 1745-50**

Modelled by J.J. Kaendler, the mother wearing a yellow headscarf, pink dress and white apron, holding a cradle with a baby and holding the hand of a small boy, wearing a fur-trimmed gown, the base applied with leaves and flowers, *23.3cm high*, crossed swords mark in underglaze-blue to the rear of the base (some restoration)

**£3,000 - 5,000**

Kaendler's work record from March 1744 states: 'Eine Bettel Frau nebst 2. Kindern, Wie solche in Franckreich zu gehen pflegen, gehöriger Maßen zerschnitten und Zum abformen Zu bereitet, Welche neben dem dergleichen Bettelmann zu stehen kömmt' [A beggar woman beside 2 children, such as they appear in France, acceptably cut up and prepared for casting, which comes to stand next to the corresponding beggar]. See Ulrich Pietsch, *Die Arbeitsberichte des Meissener Porzellanmodelleurs Johann Joachim Kaendler 1706-1775* (2002) p.101.

The model is based on an engraving by Jacques Dumont and Jean Daullé, after a painting by the former. A further example is in the Porcelain Collection in Dresden and another is illustrated in L. and Y. Adams, *Meissen Portrait Figures* (1987), p.102.



49

49

**A MEISSEN FIGURE OF A DANCING PEASANT, CIRCA 1745**

Modelled by J.J. Kaendler, wearing a beige, wide-brimmed hat, white jacket, puce waistcoat and white breeches, his left leg raised and arms outstretched, the base applied with leaves and flowers, *19.4cm high*, crossed swords mark in underglaze-blue to the rear of the base (some restoration)

**£1,000 - 1,500**

Another example is illustrated in R. Rückert, *Meissener Porzellan 1710-1810* (1966), no.954.

50

**A MEISSEN FIGURE OF THE PIEDMONTESE BAGPIPER, CIRCA 1745**

Modelled by J.J. Kaendler, wearing a wide-brimmed hat, blue patterned doublet and white fur-trimmed cloak, playing the bagpipes, the base applied with leaves and flowers, 24.2cm high, crossed swords mark in underglaze-blue (some restoration)

**£3,000 - 5,000**

The model is based on the engraving 'Le Romain' from 1739 after Jacques Dumont.

Other examples are illustrated in R. Rückert, Meissener Porzellan 1710-1810 (1966), no.893, and M. Eberle, Cris de Paris - Meissener Porzellanfiguren des 18. Jahrhunderts (2001), p.38.







51

**51**  
**A MEISSEN GROUP OF COUNT BRÜHL'S TAILOR, CIRCA 1745**  
 Modelled by J.J. Kaendler, wearing a yellow coat embellished with *indianische Blumen* and holding scissors, a tub with baby goats on his back, riding on a goat with a bag of tailor's accoutrements slung over its neck, the rectangular base applied with leaves and flowers, 25.5cm high, crossed swords mark in underglaze-blue to the rear of the base (some restoration)

**£4,000 - 6,000**

#### **Provenance**

Anon. sale in these rooms, 23 May 2012, lot 133

#### **Literature**

Meissen | SO – IL, exhibition catalogue (2011)

#### **Exhibited**

Amersfoort, Kunsthal Kade, Meissen | SO – IL, 18th-century porcelain in contemporary architecture, 27 May-24 August 2011

The Meissen factory records for November 1740 note 'Prepared ready for work in porcelain, the tailor, riding on a goat, and carrying all his tools with him' (XXXIII, sheet 255). A similar example was sold in these rooms, Phillips, 7 June 1989, lot 190 and is illustrated by John Sandon, *Meissen Porcelain* (2010) p. 44.



52

**52**  
**A MEISSEN SILVER-GILT-MOUNTED TURQUOISE-GROUND EWER AND COVER, CIRCA 1750**  
 The fluted, pear-shaped body on a flared foot, reserved with two gilt-edged quatrelobe panels painted with peasant scenes, the cover similarly decorated, with a gilt-edged scrollwork finial, the handle modelled with a female bust, the mount marked for Paris, 1750 23.5cm high, crossed swords mark in underglaze-blue (minor chips)

**£2,500 - 3,500**





53



53

**A MEISSEN GOLD-MOUNTED CIRCULAR SNUFF BOX, CIRCA 1760**

The exterior painted with scattered flower sprigs, the interior finely painted with a scene depicting two ladies in conversation, one of whom is handed a letter by a young Blackamoor, 8cm diam. (minor wear)

£5,000 - 7,000

54



54

**A MEISSEN GILT-METAL-MOUNTED RECTANGULAR SNUFF BOX, CIRCA 1750-60**

Each side moulded with a scrollwork cartouche enclosing a scene depicting elegant figures in park settings painted in copper green, grey and flesh tones, the inside cover painted with a polychrome scene depicting a lady attended by a gentleman, handing a letter to another lady who gestures towards a priest behind an architectural capriccio, 6.3cm by 8.2cm

£6,000 - 8,000

55

**A MEISSEN GILT-METAL-MOUNTED  
RECTANGULAR SNUFF BOX, CIRCA 1760**

The exterior moulded with a basketwork pattern and painted with scattered flower sprigs, the inside cover painted with a dog raising its paw, seated on a gilt-edged red cushion on a marble surface with a church visible in the distance, 6.5cm by 8cm

£3,000 - 4,000



55

56

**A MEISSEN GILT-METAL-MOUNTED  
RECTANGULAR SNUFF BOX, CIRCA 1760**

The sides, base and cover moulded with a scrollwork cartouche enclosing a scene depicting elegant figures and merchants in landscape and estuary settings, the inside cover depicting a man and woman by a roadside with a town and hills in the distance, the gilt-metal mount with stiff-leaf borders, 6cm by 8.1cm

£2,000 - 4,000

**Provenance**

The Hon. Edward Keppel Wentworth Coke (1824-1889), Longford Hall, Derbyshire, sold by Christie's London, 26 April 1917;  
Anon. sale in these Rooms, 16 November 2005, lot 13



56





57

57

**A MEISSEN GILT-METAL-MOUNTED BOX, CIRCA 1750**

Modelled by J.J. Kaendler, in the shape of a grape-picker's hod, painted with sprigs of flowers between gilt bands, the top with grapes, flowers and leaves, the inside cover mounted with a mirror, 6.9cm high (tiny chip to applied leaf)

**£1,000 - 1,500**

**Provenance**

Alfred Joseph Collection no.1628;  
Helmut Joseph Collection, sold in these rooms, 3 December 2008, lot 186

**Literature**

B. Beaucamp-Markowsky, *Porzellandosen des 18. Jahrhunderts* (1985), no. 188;  
B. Beaucamp-Markowsky, *Collection of 18th Century Porcelain Boxes* (1988), no. 52

**Exhibited**

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

58

**A MEISSEN GILT-METAL-MOUNTED RECTANGULAR SNUFF BOX, CIRCA 1750-60**

Each surface moulded with rocailles enclosing a painted landscape vignette depicting figures dancing and musicians, the inside cover with a landscape scene of children with a dog and two seated ladies, the interior gilt, the 18th century gilt-copper mounts engraved with a formal border and with a scroll thumbpiece 6cm by 7.6cm by 4.3cm (scattered minor wear to gilt interior)

**£3,000 - 5,000**

**Provenance**

Alfred Joseph Collection, no. 1631;  
Helmut Joseph Collection, sold in these Rooms, 3 December 2008, lot 181

**Literature**

B. Beaucamp-Markowsky, *Collection of 18th Century Porcelain Boxes* (1988), no. 28

**Exhibited**

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

59

**A MEISSEN GOLD-MOUNTED RECTANGULAR BOX, CIRCA 1760-70**

Painted with landscape vignettes of peasants engaged in various pursuits in the manner of David Teniers the Younger, the inside cover with a similar scene, 12.4cm by 6.3cm

**£3,000 - 5,000**



59



58





60

**A MEISSEN GOLD-MOUNTED PURPLE-MOSAIC-GROUND  
OVAL SNUFF-BOX, CIRCA 1750**

Each side reserved with a coloured rocaille cartouche enclosing a Watteauesque scene of elegant figures in park settings, the cover and base with a similar scene, the mosaic ground embellished with gilt flower-heads, the inside cover with a seated gentleman playing the lute to a lady, with two lambs at their feet in a park setting, the gold mounts chased with foliate scrollwork, 6cm across; 4cm high

**£8,000 - 12,000**

**Provenance**

Alfred Joseph Collection, no. 1269;  
Helmut Joseph Collection; sold in these Rooms, 5 July 2011, lot 12

**Literature**

B. Beaucamp-Markowsky, *Porzellandosen des 18. Jahrhunderts* (1985), no. 89;  
B. Beaucamp-Markowsky, *Collection of 18th Century Porcelain Boxes* (1988), no. 75;

**Exhibited**

Amsterdam, Rijksmuseum, 1972-2003;  
London, Gilbert Collection, Somerset House, 2003-2008;  
Barnard Castle, Co. Durham, The Bowes Museum, 2008-2010





61

**A MEISSEN GILT-METAL-MOUNTED GOLD-GROUND  
CIRCULAR SNUFF BOX, CIRCA 1750**

The exterior reserved with scattered flower sprigs, the inside cover finely painted with a scene depicting a farmer kissing a noblewoman attended by her husband and a servant, the gilt-metal mounts with scroll thumbpiece, 8.2cm diam, 3.5cm high

£2,500 - 3,000

**Provenance**

Alfred Joseph Collection, no. 1652;  
Helmut Joseph Collection, sold in these Rooms, 3 December 2008,  
lot 179

**Literature**

B. Beaucamp-Markowsky, *Porzellandosen des 18. Jahrhunderts*  
(1985), no. 118;  
B. Beaucamp-Markowsky, *Collection of 18th Century Porcelain Boxes*  
(1988), no. 39

**Exhibited**

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

The scene is based upon an engraving, *Le Baiser rendu* by Pierre Filloeuil after a painting by Jean-Baptiste Pater, from the "Suite de Larmessin" of 1736. It illustrates an episode in "Contes et Bouvelles" by Jean de la Fontaine, where the Farmer Guillot is permitted to kiss the wife of the nobleman standing to the right.



62

62  
**A MEISSEN FIGURE OF MEZZETIN FROM THE ITALIAN COMEDY, CIRCA 1745**

Wearing a white cloak, black hat and black suit with gold stripes, holding a small sack in his left hand, *15.3cm high*, crossed swords mark in underglaze-blue (some restoration)

**£4,000 - 6,000**



63

63  
**A MEISSEN FIGURE OF DOTTORE BOLOARDO FROM THE WEISSENFELS SERIES, CIRCA 1744**

Modelled by Peter Reinicke and J.J. Kaendler, with his left hand upraised and the right on his hip, wearing a black hat, puce and yellow cloak, white jacket and breeches with gilt trim and black shoes, the base applied with leaves and flowers, *14.1cm high* (restoration to raised hand)

**£4,000 - 6,000**

Mentioned in Kaendler's work notes for April 1744 and loosely based upon Joullain's engraving *Habit de Docteur Ancien*; see Chilton (2001), no. 106.



64

64

**A MEISSEN FIGURE OF BELTRAME FROM THE WEISSENFELS SERIES, CIRCA 1744**

Modelled by Peter Reinicke and possibly J.J. Kaendler, holding a letter in his right hand and wearing a puce doublet, green breeches, yellow-lined lilac cloak and a white pouch around his waist, the base applied with leaves and flowers, *13.2cm high*, crossed swords mark in underglaze-blue to the rear of the base (minor restoration)

**£3,000 - 5,000**

After the engraving by Joullain, *Habit de Beltrame de Milan*, published by Riccoboni in 1728, and mentioned in Reinicke's work notes for August 1744: '1 Figur, Beltrama di Milan, 7 1/2 Zoll hoch, in Thon boshirt' [1 figure, Beltrama di Milan, 7 1/2 Zoll high, modelled in clay]; see Chilton 2201a, no. 121.

65

**A MEISSEN FIGURE OF A COMÉDIENNE, CIRCA 1750**

Probably modelled by Friedrich Elias Meyer, wearing a red hat and colourful costume with patterns of playing cards, check and solid colours, her right hand held to her forehead and the left holding on to a slapstick attached to her belt, the base applied with leaves and flowers, *13cm high*, crossed swords mark in underglaze-blue to the rear of base (restored)

**£3,000 - 4,000**



65

**Provenance**

Gustav and Charlotte von Klemperer Collection, Dresden, to 1938; Staatliche Kunstsammlungen Dresden - Porzellansammlung im Zwinger, Inv. no. P.E.125, to 2010; Restituted to the heirs of Gustav and Charlotte von Klemperer, by whom sold in these Rooms, 8 December 2010, lot 53

**Literature**

L. Schnorr von Carolsfeld, *Porzellansammlung von Klemperer* (1928), no. 582;

A. Loesch, *Das Schicksal der Porzellansammlung Gustav von Klemperers*, in *Keramos* 184 (2004), ill. 3

Another example of this figure is in the Pauls Collection, Basel (Jansen (ed.), *Commedia dell'Arte* (2001), no. 43); Meredith Chilton supports the suggestion that Meyer modelled this figure, some years after the Duke of Weissenfels series with which it is often associated (M. Chilton, *Harlequin Unmasked* (2001), no. 120).



66

**A MEISSEN WHITE GROUP OF PANTALONE AND COLUMBINE,  
CIRCA 1741**

Modelled by J.J. Kaendler, a seated Columbine holding a mask and the beard of Pantalone, who is standing to her left, the base applied with leaves and flowers, 16.2cm high (some restoration)

**£5,000 - 7,000**

The group was first modelled by Kaendler in 1736 and subsequently reworked in 1741. In his work notes for July 1741 it says: 'Ein Croppgen den Pantaleon Vorstellend nebst seinen bey sich habenden Frauen Zimmer Völlig erneueret solches aufs Sauberste auspoussiret und aufs neue brauchbar gemacht, Weiln die Forme Vorhero gäntzl. Ruiniret und unbrauchbar worden' [a group depicting Pantalone along with his female figure completely renewed, cleanly remodelled and newly useable, because the old form was completely ruined and had become unusable].

For a coloured version, see Rainer Rückert, Meissener Porzellan 1710-1810 (1966), no. 863.





67

67

**A MEISSEN 'CRIS DE PARIS' FIGURE OF A LOTTERY SELLER, CIRCA 1755**

Modelled by Peter Reinicke, carrying a barrel painted with a clock-face strapped to his back and holding a cone-shaped container in his right hand, wearing a black hat, buff coat, yellow waistcoat and purple breeches, the scroll-moulded base edged in gilding and applied with leaves and flowers, 15.3cm high, crossed swords mark in underglaze-blue to the rear of the base, impressed 21 (minor restoration)

**£6,000 - 8,000**

**Provenance**

Anon. sale in these rooms, 8 December 2010, lot 98

After a drawing by Christophe Huet of 1753, illustrated by M. Eberle, *Cris de Paris-Meissener Porzellanfiguren des 18. Jahrhunderts* (2001), no. 45.



68

68

**A MEISSEN 'CRIS DE PARIS' FIGURE OF A FIFE AND DRUMMER, CIRCA 1755**

Modelled by Peter Reinicke, wearing a plumed hat, green jacket and puce breeches, playing a fife and drum, the base embellished with gilt-edged scrollwork and applied with leaves and flowers, 15.2cm high (some restoration to extremities)

**£1,200 - 1,800**

After a drawing by Christophe Huet of 1753. Other examples are illustrated in L. and Y. Adams, *Meissen Portrait Figures* (1987), p.118, and M. Eberle, *Cris de Paris - Meissener Porzellanfiguren des 18. Jahrhunderts* (2001), p.98.



69

69

**A MEISSEN FIGURE OF A FISHERMAN, CIRCA 1745-50**

Modelled by J.J. Kaendler, wearing a peaked hat, white shirt and beige breeches, holding a fish in his right hand and a long-handled net containing fish in the left, the base with tree-stump support applied with leaves and flowers, *19.2cm high*, crossed swords mark in underglaze-blue (minor restoration)

**£1,500 - 2,500**

The model is illustrated in L. and Y. Adams, *Meissen Portrait Figures* (1987), p. 163. Another example of this model is in the collection of the Victoria and Albert Museum, London.



70

70

**A MEISSEN 'CRIS DE PARIS' FIGURE OF A BOATMAN, CIRCA 1755**

Modelled by Peter Reinicke, wearing a green cap, pink jacket, gilt-edged floral waistcoat and yellow trousers, holding a paddle over his right shoulder, the base moulded with gilt-edged scrollwork and applied with leaves and flowers, *14cm high*, crossed swords mark in underglaze-blue to the rear of the base, impressed 10 (minor restoration)

**£1,500 - 2,000**



71

71  
**A MEISSEN 'CRIS DE PARIS' FIGURE OF THE POULTRY SELLER, CIRCA 1755**

Modelled by Peter Reinicke and J.J. Kaendler, wearing a black hat, yellow coat and pink breeches, a basket with eggs on his right arm, his head turned to the left and holding two dead birds in his left hand, the base moulded with gilt-edged scrollwork and applied with leaves and flowers, *14.7cm high*, crossed swords mark in underglaze-blue to the rear of the base (minor restoration to extremities)

**£3,000 - 4,000**

After a drawing by Christophe Huet of 1753, illustrated by M. Eberle, *Cris de Paris* (2001), no. 41.



72

72  
**A MEISSEN FIGURE OF A PORTER FROM THE LARGE 'CRIS DE PARIS' SERIES, CIRCA 1745**

Modelled by J.J. Kaendler, carrying a package and a box on a wooden frame on his back and holding a stick and a scroll, wearing a black tricorne, pale-brown coat and white stockings, the base applied with leaves and flowers, *19.3cm high*, faint crossed swords mark in underglaze-blue to the rear of the base (minor restoration)

**£5,000 - 7,000**

After a drawing by Edmé Bouchardon.



73

**A MEISSEN FIGURE OF A COPPERSMITH, CIRCA 1750**

From a series of tradesmen modelled by J.J. Kaendler and Peter Reinicke, wearing a turquoise cap, brown jacket and black breeches, holding a hammer and a tin pot, a teapot at his feet, the base with roccaille edged in puce, green and yellow, *18.8cm high*, crossed swords mark in underglaze-blue to the rear of the base (minor restoration, fine haircrack behind right leg)

**£6,000 - 8,000**

The model is illustrated in L. and Y. Adams, *Meissen Portrait Figures* (1987), p.163. Another example is in the collection of the Victoria and Albert Museum, London.



74

**A MEISSEN FIGURE OF A WHEELWRIGHT, CIRCA 1750**

From a series of tradesmen modelled by J.J. Kaendler and Peter Reinicke, wearing a white shirt, puce breeches and a brown apron, the base moulded with puce-edged scrollwork and applied with leaves and flowers, 21.4cm high, (minor restoration)

£4,000 - 6,000





75



75

**TWO MEISSEN FIGURES OF WOODCUTTERS, CIRCA 1745-50**

Modelled by J.J. Kaendler, one chopping wood and wearing a black hat, orange waistcoat and pale yellow breeches, the other sawing wood and wearing a fur-edged green hat and blue coat and pale green breeches, 13.4cm and 12.6cm high, crossed swords mark in underglaze-blue to the rear of the base on one, faint crossed swords mark in blue on the other (minor restoration) (2)

**£2,500 - 3,500**

Kaendler's Taxa for November 1745 lists 'Bauer, so das geschnittene Holz hauet, oder spaltet, zu der Graff Brühl. Conditorey [a farmer, chopping or splitting cut wood, to Count Brühl's confectionary]'.

76

**A MEISSEN FIGURE OF AN EISWEIN HARVESTER, CIRCA 1755**

Wearing a blue, fur-lined hat and coat, a red-striped scarf and puce breeches, cutting grapes from a fruiting vine, a wooden jug of grapes to his left, the base applied with leaves, 11.8cm high, crossed swords mark in underglaze-blue to the rear of the base (minor restoration to extremities)

**£2,000 - 3,000**

**Provenance**

Anon. sale in these rooms, 14 May 2008, lot 77



76



77



77

**A PAIR OF MEISSEN FIGURES OF GREEK MUSICIANS, CIRCA 1750**

The man playing the mandolin, wearing a hat, white coat, yellow waistcoat and pink breeches, the lady playing the triangle and wearing a headscarf with iron-red stripes and gilt dots and pale yellow robes embellished with flowers, on rectangular bases, 20.3cm high, crossed swords marks in underglaze-blue to the rear of the bases (restored) (2)

£4,500 - 6,000

The models are illustrated in L. and Y. Adams, Meissen Portrait Figures (1987), p.170.

78

**A MEISSEN FIGURE OF A PILGRIM, CIRCA 1760**

Wearing a puce coat embellished with purple and gilt floral motifs, a black cape with scallop shells, yellow breeches and iron-red sandals, his yellow hat under his arm, holding a stick with a gourd over his right shoulder, the base moulded with gilt-edged scrollwork and applied with leaves and flowers, 18.2cm high, crossed swords mark in underglaze-blue to the rear of the base (some restoration)

£1,200 - 1,800

**Provenance**

Anon. sale in these rooms, 3 December 2008, lot 218



78



79



80

79

**A MEISSEN FIGURE OF A BALLAD SINGER FROM THE SAXON COURT, CIRCA 1755**

Wearing a pink coat over a gilt-edged yellow waistcoat embellished with flowers and lilac breeches, his black tricorn hat under his arm, holding a sheet of music in his left hand, on a gilt-edged scrollwork base with applied leaves and flowers, 13.3cm high, faint traces of crossed swords mark in blue (tiny chip to sleeve, very minor flaking)

**£3,500 - 5,000**

Another example is illustrated in Patricia Brattig (ed.), Meissen Barockes Porzellan (2010), no. 38.

80

**A MEISSEN FIGURE OF A GENTLEMAN, CIRCA 1750**

Modelled walking, wearing a pink, gilt-edged coat embellished with yellow bows, a waistcoat with *indianische Blumen* and green breeches, holding a black tricorn hat in his left hand, the base moulded with gilt-edged scrollwork and applied with leaves and flowers, 13.5cm high, crossed swords mark in underglaze-blue to the rear of the base, impressed 3 (minor restoration)

**£1,200 - 1,800**

81

**A MEISSEN FIGURE OF A BLACKAMOOR PAGE BOY, CIRCA 1745**

Modelled by J.J. Kaendler, wearing a blue turban with a feathered plume, a yellow, gilt-edged jacket with a green belt and puce skirt over yellow breeches, holding a tazza in his right hand, the base applied with leaves and flowers, 13.4cm high, crossed swords mark in underglaze-blue to the rear of the base (minor restoration)

**£2,500 - 3,000**

Another example is illustrated in Patricia Brattig (ed.), Meissen Barockes Porzellan (2010), no. 64.



81



82

**A PAIR OF MEISSEN FIGURAL SWEETMEAT BOXES AND COVERS, CIRCA 1755**

Both seated with over-sized lemons on their laps, the shepherdess wearing a puce bodice and a skirt decorated with *indianische Blumen*, a sheep at her feet, the shepherd wearing a floral coat, a hound and two sheep beside him, the bases moulded with gilt-edged scrollwork and applied with leaves and flowers, 28.3cm high, crossed swords marks in underglaze-blue to the rear of the bases (one cover restored with minor losses, minor restoration) (4)

£3,500 - 5,000





83

83

**A MEISSEN TWO-HANDLED BOWL, COVER AND STAND, CIRCA 1750**

Each piece moulded with a trellis ground enclosing blue florets and reserved with two moulded and coloured scrollwork cartouches painted with Watteauesque figures in landscape vignettes against a gold ground, the branch handles with flower terminals, the stand painted with a flower spray in the centre, the cover with a flower finial, *the stand: 23.3cm across*, crossed swords marks in underglaze-blue, impressed numerals (regilding) (3)

£2,000 - 2,500

84

**A MEISSEN LARGE FIGURE OF A CLASSICAL SHEPHERD, MID 18TH CENTURY**

Probably modelled by J.F. Eberlein, standing against a tree playing the recorder, wearing a yellow straw hat and a green-lined puce cloak with flowers, a satchel hung on the tree, the base applied with leaves and flowers, *36.5cm high*, crossed swords mark in underglaze-blue to rear of base (some restoration)

£3,000 - 4,000

**Provenance**

Pauls-Eisenbeiss Collection, Riehen (according to collectors' label)



84





85

85  
**A MEISSEN GROUP OF THE CHILDREN'S LOTTERY, CIRCA 1760**

Possibly modelled by J.J. Kaendler, the seated girl wearing a yellow bodice and floral skirt, rolling dice on a box containing prize tickets held by her companion in a puce coat, an open jewellery box between them, to the rear another boy holding a stick with three gherkins and a pair of boots slung over his shoulder, the base moulded with gilt-edged scrollwork and applied with leaves and flowers, 15.5cm high, crossed swords mark in underglaze-blue (minor damage)

£1,500 - 2,500

**Provenance**

Anon. sale in these rooms, 3 December 2008, lot 263

For another example, see R. Rückert, Meissener Porzellan 1710-1810 (1966), no.1020.

86  
**A MEISSEN PIERCED BRUSH BACK, CIRCA 1760**

Of lobed hexagonal form, pierced with a central section of flower heads and looped trellis, surrounded by six cartouches moulded with gilt-edged scrollwork and painted with loose sprays of European flowers, 10cm across, faint crossed swords mark in underglaze-blue

£600 - 800

**Provenance**

The Luise Hofmann Collection, sold in these Rooms, 16 May 2007, lot 55



86



87

**A PAIR OF MEISSEN MODELS OF PUG DOGS, MID 18TH CENTURY**

Modelled by J.J. Kaendler, naturalistically modelled and painted, the female with a pup, *33.2cm and 34cm high*, the male with crossed swords mark in underglaze-blue above rear of base, the female with traces of crossed swords mark in blue and impressed 26 (restoration) (2)

**£8,000 - 12,000**





88



88

**TWO MEISSEN MODELS OF SWANS, CIRCA 1740**

Modelled by J.J. Kaendler, naturalistically coloured and modelled with their wings outstretched and their beaks open revealing teeth and tongues, the bases with green tufts of grass, *12cm high*, crossed swords marks in underglaze-blue to the rear of the bases (minor restoration) (2)

**£3,000 - 5,000**

**Provenance**

The Luise Hofmann Collection, sold in these rooms, 16 May 2007, lot 52

89

**A MEISSEN 'CAFÉ-AU-LAIT'-GROUND HAUSMALER TEA CANISTER AND COVER, CIRCA 1750-60**

Of arched rectangular form with moulded ribs, painted in the workshop of F.J. Ferner, each side with a European landscape scene including figures, the shoulder with gilt foliate scrollwork, the cover similarly decorated, *13cm high*, crossed swords mark in blue (2)

**£1,200 - 1,500**



89

90

**AN ORMOLU-MOUNTED MEISSEN SATIRICAL GROUP, CIRCA 1760**

Modelled with a gentleman seated on a chair with a dog on his lap fending off a donkey while a standing figure attempts to control the beast, the base modelled with gilt-edged scrollwork and applied with leaves and flowers, mounted on a later ormolu pierced scrollwork base applied at the rear with leafy, fruiting branches surmounted by a similarly-mounted blue-glazed bowl and cover, *18cm high overall*, crossed swords mark in underglaze-blue (some restoration and losses) (2)

£5,000 - 8,000

**Provenance**

Anon. sale, Christie's London, 8 December 2011, lot 89





91

**A COLLECTION OF SIX MINIATURE MEISSEN EQUESTRIAN  
HUNTING FIGURES, MID 18TH CENTURY**

Each of a figure on horseback, one of a female rider, the bases applied with leaves and flowers, *the largest: 9.4cm high*, crossed swords marks in underglaze-blue and blue (some restoration) (6)

**£5,000 - 7,000**

One figure is illustrated in *Das Meissener Porzellan der Britzke Sammlung* (2009), p. 329.



92

**A MEISSEN BARREL AND STOPPER ON A STAND, CIRCA 1760-70**

Painted with vignettes of birds on scrollwork bases and scattered insects and butterflies between gilt hoops, mounted with a gilt-metal tap, the stopper in the form of a putto with a basket of fruit and holding grapes, the tripod scrollwork stand heightened in gilding and enamels and applied with leaves and flowers, *44cm high overall*, crossed swords mark in underglaze-blue to stand (some restoration and chips) (3)

£5,000 - 7,000





93

**A MEISSEN CLOCK CASE, CIRCA 1760-70**

Modelled with gilt- and blue-edged scrollwork and applied with trailing flowers to the sides, the shoulder and domed top with pierced trellis with blue flowers, surmounted by a flower vase, the front painted with a landscape vignette depicting a dancing couple accompanied by musicians, the sides and reverse with flowers, the shoulders applied with two winged putti embracing and a female figure holding a palm frond, mounted with an enamel dial with Roman and Arabic numerals and a later movement, *58cm high* (some restoration and losses)

**£3,000 - 5,000**





94

# **A GROUP OF EIGHT MEISSEN MONKEY BAND FIGURES, SECOND HALF 18TH CENTURY**

Modelled by Peter Reinicke and J.J. Kaendler, each on a gilt-edged scrollwork base applied with leaves and flowers, comprising: the organ player, a singer, a drummer, a flautist, two bagpipe players, a cellist and a violinist, *the largest: 15cm high*, crossed swords marks in underglaze-blue and blue, various impressed numerals to some (some restoration) (8)

**£15,000 - 20,000**

The monkey band was modelled around 1753, the year that Madame de Pompadour purchased nineteen of the figures. The set was reworked by Kändler and Reinicke in 1765-66. See Rainer Rückert, *Meissener Porzellan 1710-1810* (1966), nos. 1064-1078, for the examples in the Dr. Ernst Schneider collection.





95

**A MEISSEN FIGURE OF A LADY AT A SPINNING WHEEL, CIRCA 1760**

Seated in a high-backed, gilt-edged armchair holding a book in her right hand, a spinning-wheel on a gilt-edged table to her side, wearing a jacket decorated with *indianische Blumen*, a purple skirt decorated with flowers and a yellow cloak, the base moulded with gilt-edged scrollwork and applied with leaves and flowers, 17.2cm high, crossed swords mark in underglaze-blue (haircrack, spindle restuck)

**£1,800 - 2,400**

**Provenance**

Anon. sale in these rooms, 23 May 2012, lot 121

The model is after the engraving 'Les amusements de la vie privée' by Louis Surugue of 1747, which is after the painting by Chardin of 1746. For the example in the Ansbach Residence, see R. Rückert, *Meissener Porzellan 1710-1810* (1966), no. 1024.





96

**A MEISSEN GROUP OF 'THE CAREFUL HOUSEWIFE', CIRCA 1755-60**

Modelled by J.J. Kaendler, seated at a table doing accounts, wearing a bonnet, a jacket with *indianische Blumen* and a yellow skirt, an inkstand and ledger on the table, a second ledger on her lap and parcels and a basket with bottles at her feet, on a scrollwork base with gilt edgings, 16.3cm high, crossed swords mark in underglaze-blue (fine haircrack to table and ledger on her lap)

**£4,000 - 6,000**

**Provenance**

The Comte Alberic du Chastel de la Howarderie; sale Christie's, London, 11 October 1976, lot 111;  
Anon. sale, Christie's London, 27 November 2012, lot 124

The model is based on the etching *L'oeconome* by Jacques-Philippe Le Bas (1707-1783), after the painting of the same name by Jean Siméon Chardin (1699-1779) from 1746/47, now in the National Museum, Stockholm. See Patricia Brattig, *Meissen - Barockes Porzellan* (2010), fig. 53.



97



97

**A PAIR OF MEISSEN FIGURES OF A SHEPHERD AND SHEPHERDESS, CIRCA 1750**

Modelled by J.J. Kaendler, both seated with their arms outstretched holding a bunch of flowers in one hand, she with a yellow hat, turquoise bodice and lilac skirt, a lying sheep at her side, he wearing a plumed green hat, blue coat and yellow breeches, a seated dog beside him, the bases moulded with gilt-edged scrollwork and applied with leaves and flowers, 17cm and 16.4cm high, crossed swords marks in underglaze-blue at the rear of the bases (minor restoration) (2)

**£2,000 - 3,000**

**Provenance**

Anon. sale, Christie's London, 27 February 2003, lot 151

98

**A MEISSEN GROUP OF A GENTLEMAN AND A LADY, CIRCA 1750-55**

A lady resisting a gentleman's embrace, wearing a yellow bodice, pink apron and floral skirt and holding a basket with grapes, the gentleman wearing a black tricorne, green coat and white breeches, a seated dog at their feet, the base moulded with gilt-edged rocaille and applied with leaves and flowers, 14.5cm high, crossed swords mark in underglaze-blue, impressed 39 (minor restoration)

**£2,000 - 3,000**

**Provenance**

Anon. sale, Christie's London, 31 May 2012, lot 652



98

**A MEISSEN GROUP EMBLEMATIC OF EARTH, CIRCA 1760**

At the top a man holding a fruit basket and handing a bunch of flowers to a lady collecting flowers in her apron, surrounded by four figures gardening, the rockwork base moulded with gilt-edged scrollwork and applied with leaves, 29.4cm high, crossed swords mark in underglaze-blue, K.H.C mark (for Dresden Royal Confectionary) (minor restoration)

£4,000 - 6,000





100

100

**A MEISSEN MODEL OF A CROCODILE  
DEVOURING AN INFANT, CIRCA 1745**

Naturalistically modelled and coloured, the base applied with leaves and flowers, *30.5cm long*, faint traces of crossed swords mark in blue (some restoration)

£1,500 - 2,000



101

101

**A MEISSEN MODEL OF A LIONESS, CIRCA  
1750**

Naturalistically coloured and modelled standing on all fours, *16.3cm long*, crossed swords mark in blue

£3,000 - 5,000



102

102

**A MEISSEN MODEL OF A BOLOGNESE  
TERRIER, CIRCA 1820-30**

After the model by J.J. Kaendler, naturalistically modelled and coloured in shades of brown, *15cm high*, crossed swords mark in underglaze-blue, model number C.26, impressed mark C:26 (restoration to extremities)

£2,000 - 3,000





103

#### **TWO MEISSEN MODELS OF CATS, CIRCA 1740**

Modelled by J.J. Kaendler, both seated, the tabby coloured in shades of grey with a mouse in its mouth, the other painted in brown and white, holding its right paw to its face, both on a naturalistic green grassy ground, *18.5cm high*, crossed swords marks in blue, impressed 34 to one (minor restoration) (2)

**£8,000 - 12,000**

Kaendler recorded the cats in his work record for September 1736 as '2 Stuck Kleine Katzen aufs Lager in Thon poussiret, davon eine sitzend, die andere aber, wie sie eine Maus im Moule hat, vorgestellt ist.' [Two small cats modelled in the warehouse in clay, one of them sitting, the other with a mouse in its mouth.] See Ulrich Pietsch, *Die Arbeitsberichte des Meissener Porzellanmodelleurs Johann Joachim Kaendler 1706-1775* (2002) p.41. The cat with the mouse is also illustrated by Carl Albiker, *Die Meissner Porzellanfiguren im 18. Jahrhundert* (1959), no. 216. Another cat of this type was sold in these rooms, 3 December 2008, lot 240A, and two mounted versions were sold 12 December 2012, lot 155.





104

**A MEISSEN GROUP EMBLEMATIC OF EUROPE, CIRCA 1750**

Modelled by J.J. Kaendler, the crowned figure of Europe riding a rearing white horse, wearing a white cloak and floral skirt and holding an orb and sceptre, a globe, book and protractor on the ground, the base applied with leaves and flowers, *21cm high*, crossed swords mark in underglaze-blue (some restoration)

**£5,000 - 7,000**

Other examples of this figure, which was modelled in 1746, are in the Victoria and Albert Museum, London, inv. no. C.930-1919, and the State Hermitage Museum, St. Petersburg (L. Liackhova, *The Myth of the Orient* (2007), no. 84.



105

105

**A SET OF FOUR MEISSEN FIGURES OF CHILDREN, CIRCA 1760**

The boy wearing a purple-edged white costume, two girls wearing colourful dresses with white aprons and the third an elegant black hat, red bodice and yellow skirt, the bases moulded with gilt-edged scrollwork and applied with leaves and flowers, *the largest: 12.5cm high*, crossed swords marks in underglaze-blue to two, faint traces of crossed swords mark in blue to one, impressed numeral 24 to two (minor losses) (4)

£2,500 - 3,500

106

**A PAIR OF MEISSEN FIGURES OF CUPIDS RIDING CHICKENS, CIRCA 1745**

The girl riding a cockerel, wearing a gilt headpiece and holding purple reigns, the boy riding a hen and holding a basket with eggs, *10cm high*, one with K.H.C mark in iron-red (for Dresden Royal Confectionary) (minor restoration) (2)

£1,000 - 1,500



106



107

107

**A MEISSEN CHINOISERIE GROUP OF A MAN AND CHILD, CIRCA 1750**

Modelled by Peter Reinicke, the man seated, wearing a hat, puce-lined, white robes with *indianische Blumen* and yellow trousers, a child standing next to him wearing lilac robes, on a rockwork base moulded with gilt-edged rocaille, 17cm high, crossed swords mark in blue (minor restoration)

**£2,000 - 3,000**

The model is after an engraving by J.J. Balechou after Boucher's "Les Délices de l'Enfance". Other examples are illustrated in Dr. Erika Pauls-Eisenbeiss, German Porcelain of the 18th Century Vol. I (1972), p.115, and L. and Y. Adams, Meissen Portrait Figures (1987), p.175.



108

108

**A MEISSEN ORANGE BOX AND COVER, CIRCA 1770**

Naturalistically modelled and coloured in orange and green, a tiny green fruit as a finial, 8.8cm high, 7.5cm across, crossed swords and dot mark in blue (2)

**£1,000 - 1,500**

**Provenance**

Carl Freiherr von Finck, Schloss Nöthnitz, near Dresden, to 1948;  
Staatliche Kunstsammlungen Dresden, Porzellansammlung im Zwinger, inv. no. P.E. 3226a & b;  
Sold by Christie's Germany, Schloss Anholt, 20-21 November 2001, lot 618;  
Anon. sale, Christie's London, 31 March 2008, lot 214



109

**A MEISSEN GROUP ALLEGORICAL OF  
'TASTE', CIRCA 1763**

Modelled by Carl Christoph Punct, as an elegantly-dressed couple, the lady holding a goblet with grapes gathered in her apron, her companion seated on a leafy tree-stump pouring wine, with a basket containing two bottles at his feet, the pierced, gilt-edged scrollwork base applied with leaves and flowers, 20cm high, crossed swords mark in underglaze-blue (minor restoration)

£2,500 - 3,500





110

**A LUDWIGSBURG CHINOISERIE GROUP, CIRCA 1765-70**

Modelled by Joseph Weinmüller, the woman standing with outstretched arms, wearing a costume decorated with Oriental flowers over a long tunic with geometric patterns, her moustachioed companion embracing her, wearing a purple tunic, a lute-player seated on a cushion at their feet, the rocky base applied with melons and leaves, *34cm high*, incised mark (possibly 'Elbs'), (restored)

**£8,000 - 12,000**

**Provenance**

Anon. sale, Christie's London, 6 October 1986, lot 136;  
Heinz Weck Collection, Bad Mergentheim

**Literature**

D. Flach, *Ludwigsburger Porzellan* (1997), no. 8 (illustrated)







111

**A LUDWIGSBURG CHINOISERIE GROUP, CIRCA 1765-70**

Modelled by Joseph Weinmüller, with a bearded figure wearing richly decorated robes in front of a fruiting palm tree, flanked by kneeling moustachioed figures holding baskets of flowers and vegetables, respectively, the rectangular rockwork base further applied with gourds, *38cm high*, CC monogram in underglaze-blue (some restoration)

**£12,000 - 15,000**

**Provenance**

Anon. sale, Sotheby's London, 22 November 2005, lot 30

A similar group is published by D. Flach, *Ludwigsburger Porzellan* (1997), p. 500, no. 7, and p. 100, where other published examples are listed.





112

**A FRANKENTHAL GROUP OF LOVERS, CIRCA 1760**

Modelled by Johann Wilhelm Lanz, the gentleman wearing a puce suit, his companion wearing an iron-red striped and yellow bodice, white apron and dress painted with blue flowers, on a grassy base, 19cm high, rampant lion mark and JAH monogram in underglaze-blue (minor restoration)

£1,200 - 1,800



113

**A FRANKENTHAL GROUP EMBLEMATIC OF 'HARMONY IN MARRIAGE', CIRCA 1766**

Modelled by Carl Gottlieb Lück as a seated couple embracing, the lady wearing a dress decorated with blue flowers and a blue bodice, her companion wearing a white jacket, waistcoat with red trellis pattern and puce breeches, on a grassy base with brickwork and tree-stumps at the rear, edged with gilt-edged scrollwork, 16cm high, crowned CT monogram, AB and 6 in underglaze-blue, painter's mark IM in green, gilder's mark AV (some losses)

**£1,500 - 2,000**

A similar model, together with the companion group emblematic of 'disharmony', is illustrated by B. Beaucamp-Markowsky, *Frankenthaler Porzellan*, vol. I (2008), nos. 257 and 258.





114



115

114

**A PAIR OF FRANKENTHAL FIGURES OF DANCING CHILDREN, CIRCA 1775**

The girl wearing a yellow hat, blue-edged bodice and iron-red and purple-patterned skirt, her companion wearing a black hat, blue-edged short-sleeved yellow jacket and striped iron-red breeches, on grassy bases modelled with gilt-edged scrollwork, *18.8cm high*, crowned CT monogram and 75 in underglaze-blue (restored) (2)

**£1,500 - 2,000**

115

**A FRANKENTHAL FIGURE OF A CHINESE MAN, CIRCA 1760**

Probably modelled by Johann Wilhelm Lanz, in a theatrical pose, wearing a pale yellow collar with blue edgings, a white tunic embellished with a puce pattern and pale yellow boots, his arms raised in a theatrical pose, the base with a tree stump support and modelled with gilt-edged scrollwork, *18.2cm high*, rampant lion mark in blue (head restuck, some restoration)

**£1,000 - 1,400**



116

**A FRANKENTHAL GROUP OF A PUTTO AND LEOPARD  
EMBLEMATIC OF 'SPRING', CIRCA 1760**

Modelled by J.W. Lanz, the putto feeding the leopard a flower, its paw resting on an upturned flower basket, the grassy base modelled with gilt-edged scrollwork, *17cm high*, rampant lion mark and JAH monogram in underglaze-blue, gilt 70 (minor chips)

**£4,000 - 6,000**

An earlier version of the model, which dates from 1752-54, with a plain base is illustrated by B. Beaucamp-Markowsky, *Frankenthaler Porzellan*, vol. I (2008), no. 22.





**THE KLAUS BIEMANN  
COLLECTION OF FINE  
GERMAN GLASS**

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Wednesday 26 November

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01



01

A rare Cozzi jug, circa 1765-1770  
**£3,000 - 4,000**

02

A pair of Cozzi armorial teabowls and saucers, circa 1770 (one shown)  
**£3,000 - 5,000**

02



03



# Bonhams

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## NOTICE TO BIDDERS

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

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

### 1. OUR ROLE

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

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

### 2. LOTS

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

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

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

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### *Contractual Description of a Lot*

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

#### *Estimates*

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

#### *Condition Reports*

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

#### *The Seller’s responsibility to you*

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

#### *Bonhams’ responsibility to you*

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

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

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

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

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

#### *Alterations*

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

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

### 4. CONDUCT OF THE SALE

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

### 5. BIDDING

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

Bidding in person

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

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

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £50,000 of the <i>Hammer Price</i>
20% from £50,001 to £1,000,000 of the <i>Hammer Price</i>
12% from £1,000,001 of the <i>Hammer Price</i>

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](mailto:shipping@bonhams.com)

## 12. EXPORT/TRADE RESTRICTIONS

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

## 13. CITES REGULATIONS

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

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

## 14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

## 15. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 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 have been 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.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

•, †, \*, G,  $\Omega$ ,  $\alpha$  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.ptonahams.com](http://Website.ptonahams.com) or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from [info@bonhams.com](mailto:info@bonhams.com)

## APPENDIX 1

**CONTRACT FOR SALE**

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

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

## 1 THE CONTRACT

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

## 2 SELLER'S UNDERTAKINGS

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

### 3 DESCRIPTIONS OF THE LOT

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

#### 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

## 5 RISK, PROPERTY AND TITLE

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

**6 PAYMENT**

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

## 7 COLLECTION OF THE LOT

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

<b>8</b>	<b>FAILURE TO PAY FOR THE LOT</b>	<b>9</b>	<b>THE SELLER'S LIABILITY</b>	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> .		
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.	10.4	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.
8.1.2	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> ,		
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> ;	10.5	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.
8.1.4	to remove and store the <i>Lot</i> at your expense;			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.
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
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;			10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
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;	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.
8.1.8	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;			10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
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			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> .
8.1.10	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.	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.	10.12	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.
8.2	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.	<b>10</b>	<b>MISCELLANEOUS</b>	<b>11</b>	<b>GOVERNING LAW</b>
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.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		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.
		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*.

<b>7</b>	<b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>		
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i> ):	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i> ) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i> ) and thirdly to any other sums due to us.
7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.
7.1.2	to retain possession of the <i>Lot</i> ;	<b>8</b>	<b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i> ) and/or damages for breach of contract;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i> ) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i> ) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i> ) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	<b>9</b>	<b>FORGERIES</b>
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.
		9.2	Paragraph 9 applies only if:
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and
		9.2.2	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> .
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
		9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
		9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , VAT and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
		9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
		9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
		9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
		<b>10</b>	<b>OUR LIABILITY</b>
		10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
		10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
		10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
		10.2.2	changes in atmospheric pressure; nor will we be liable for:
		10.2.3	damage to tension stringed musical instruments; or
		10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <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.

10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , 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.	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or	12.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , 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 <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</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 negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	it can be established that the <i>Lot</i> is a non-conforming <i>Lot</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; or	12.8	In this agreement "including" means "including, without limitation".
	You may wish to protect yourself against loss by obtaining insurance.	the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or	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.
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.	the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.	12.10	Reference to a numbered paragraph is to a paragraph of this agreement.
11	<b>BOOKS MISSING TEXT OR ILLUSTRATIONS</b>  Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if:  the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and  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 non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and  within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) 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 non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .  but not if:  the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</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 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> .  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 <i>Lot</i> , all rights and benefits under this paragraph will cease.	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 <i>Bonhams</i> , it will also operate in favour and for the benefit of <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.
		<b>12 MISCELLANEOUS</b>	<b>13</b>	<b>GOVERNING LAW</b>  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 <i>Sale</i> 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. <i>Bonhams</i> has a complaints procedure in place.
		12.1 You may not assign either the benefit or burden of this agreement.		<b>DATA PROTECTION – USE OF YOUR INFORMATION</b>  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 <a href="http://www.bonhams.com">www.bonhams.com</a> or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from <a href="mailto:info@bonhams.com">info@bonhams.com</a> .
		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.		<b>APPENDIX 3</b>  <b>DEFINITIONS AND GLOSSARY</b>  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.
		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.		<b>LIST OF DEFINITIONS</b>  "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i> ). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .
		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 <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract 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.		
		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 <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.		



**“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](http://www.bonhams.com)

**“Withdrawal Notice”** the *Seller’s* written notice to *Bonhams* revoking *Bonhams’* instructions to sell a *Lot*.

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

## GLOSSARY

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

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

**“bailee”**: a person to whom goods are entrusted.

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

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

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

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

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

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

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

## SALE OF GOODS ACT 1979

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

“Section 12 Implied terms about title, etc

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

# 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, Oceanic & Pre-Columbian Art

UK  
Philip Keith  
+44 2920 727 980  
U.S.A.  
Fredric Backlar  
+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

Merryn Schriever  
+61 2 8412 2222  
Alex Clark  
+61 3 8640 4088

## Australian Colonial Furniture and Australiana

+1 415 861 7500

## 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 Rahimipour  
+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  
AUSTRALIA  
Yvett Klein  
+61 2 8412 2222

## 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  
Ralph Taylor  
+44 20 7447 7403  
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

## Furniture & Works of Art

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

## Greek Art

Olympia Pappa  
+44 20 7468 8314

## Golf Sporting Memorabilia

Kevin Mcgimpsey  
+44 1244 353123

## Irish Art

Penny Day  
+44 20 7468 8366

## Impressionist & Modern Art

UK  
India Phillips  
+44 20 7468 8328  
U.S.A.  
Tanya Wells  
+1 917 206 1685

## Islamic & Indian Art

Claire Penhallurick  
+44 20 7468 8249

## Japanese Art

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

## Jewellery

UK  
Jean Ghika  
+44 20 7468 8282  
U.S.A.  
Susan Abeles  
+1 212 461 6525  
AUSTRALIA  
Anellie Manolas  
+61 2 8412 2222  
HONG KONG  
Graeme Thompson  
+852 3607 0006

## Marine Art

UK  
Veronique Scorer  
+44 20 7393 3962  
U.S.A.  
Gregg Dietrich  
+1 917 206 1697

## Mechanical Music

Jon Baddeley  
+44 20 7393 3872

## Modern, Contemporary & Latin American Art

U.S.A.  
Alexis Chompaial  
+1 323 436 5469

## Modern Design

Gareth Williams  
+44 20 7468 5879

To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

## Motor Cars

UK  
Tim Schofield  
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U.S.A.  
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+1 415 503 3353  
EUROPE  
Philip Kantor  
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## Automobilia

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