

# FINE BRITISH GLASS

Wednesday 12 November 2014



# Bonhams

LONDON

Fig. 1<sup>e</sup>



Fig. 4.



Fig. 5.



Fig. 2.



Fig. 3.



Fig. 6.





# FINE BRITISH GLASS

Wednesday 12 November 2014 at 10.30  
101 New Bond Street, London

## VIEWING

Sunday 9 November  
11.00 to 15.00  
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## SALE NUMBER

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## CATALOGUE

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THE  
Art of Glafs,

with a Key to the wayes to  
make and colour Glafs, such as are  
used in the Arts of Painting, Engraving,  
and the like. Wherein is added an  
account of the several sorts of Glafs,  
and the wayes to make them.

LONDON:  
Printed by A. W. for G. G. and J. R. at  
the Sign of the Ship in St. Pauls  
Church-yard. MDCCLXXII.



## THE ART OF BRITISH GLASS

When in 1662 Christopher Merrett translated Antonio Neri's *L'Arte Vetraria* into English, he hoped that it would prove beneficial to English glassmakers. Adding his own observations, Merrett noted that English craftsmen had largely replaced the foreigners (*ie* Italians) who had established a glass industry in England. Merrett heaped praise on lead glass, calling it '...the fairest and noblest glass of all others at this day made in the furnace', but due to what he called 'exceeding brittleness', lead glass was 'a thing unpracticed by our furnaces'.

During the reign of Charles II, English glassmakers were making the *Crystalline* glass we now refer to as *façon de Venise* and their products are largely indistinguishable from wares made in the Netherlands and even those imported from Venice. Henry J. Mein had a particular interest in the glass used in England in the 17th century and he collected many examples he believed were made by the early

English glasshouses. His specimens of *façon de Venise* (lots 69-80 in this sale) cannot be attributed with any certainty, but these delicate vessels set the scene for the English lead glass that was to follow.

Robust and heavy with a clarity of its own, English lead glass of the baluster period has a magical quality that sets it apart from all other glass made in the rest of Europe. A collection of early English glass candlesticks included in this sale reminds us that when they were made, all of the goblets and glasses were intended to be used and viewed in candlelight. The high clarity and freedom from impurities allowed light to refract through English lead glass, transmitting a mystic glow from within the heavy knopped stems and distinctive 'nupt diamond waies'.

This sale pays tribute to this very British art.



THE  
Art of Glafs,

WHEREIN

Are shown the ways to  
make and colour Glafs, Pastes, Ena-  
mels, Lakes, and other Curiosities.

Written in *Italian* by *Antonio Neri*, and  
Translated into *English*, with some  
Observations on the Author.

Whereunto is added an account of the  
Glafs Drops, made by the Royal Society,  
meeting at *Gresham College*.



---

LONDON,  
Printed by *A. W.* for *Octavian Pulleyn*, at  
the Sign of the *Rose* in *St. Pauls*  
Church-yard. *MDCCLXII.*





Lesclapart Del.

Benard Sculp.

*Verrerie en Bouteilles,*  
*l'opération de former le Filet du Col de la Bouteille avec la Concline,*  
*et de la terminer avec la Pince d'enveloppe,*

f

# SEALED WINE BOTTLES

The Thomas A Gray Collection

Lots 1 - 14

A native of Winston-Salem in North Carolina, Thomas A Gray has been a major benefactor to the Museum of Early Southern Decorative Arts and the Historic museums of Old Salem. Through his interests in history and in early interiors in particular, Tom Gray was attracted to English glass bottles and put together a comprehensive collection. His aim in forming this collection was to show the development of English bottle shapes during the 17th and 18th centuries. He carefully selected one dated bottle to represent each decade, from the 1680s to the 1810s. The original surface of the bottle glass is important to Tom and he has carefully avoided examples with corrosion and iridescence.

In cataloguing this collection Bonhams is pleased to acknowledge the assistance of David Burton who has kindly provided access to his extensive research notes which will be published shortly in a definitive new book.





1 \*

**A RARE SEALED 'TRANSITIONAL' SHAFT AND GLOBE/ONION WINE BOTTLE, DATED 1687**

Of dark-green tint, the squat shouldered form with a short tapering neck applied with a wide string rim, applied on the shoulder with a moulded seal inscribed *TL 1687* within a circular border of raised dots, kick-in base, *18cm high, 14.1cm diameter*

**£18,000 - 25,000**

**US\$29,000 - 40,000**

**Provenance**

Private collection, England, prior to 1947

Private collection, New England

With Antique Associates, West Townsend, MA

The Thomas A. Gray Collection

An identical bottle, probably this specimen, was in the Bacon Collection, listed by Roger Dumbrell, *Understanding Antique Wine Bottles* (1983), p. 55. Only one other complete bottle is known from 1687.





2 \*

**A SEALED ONION WINE BOTTLE, DATED 1695**

Of dark-green tint, the compressed globular form with a short tapering neck applied with a wide string rim, applied on the shoulder with a moulded seal inscribed *I.W 1695* within a circular solid-line border, kick-in base, *15.5cm high, 15.8cm diameter* (chips to rim and seal)

**£6,000 - 8,000**  
**US\$9,700 - 13,000**

**Provenance**

The Charles B. Gardner Collection  
The Thomas A. Gray Collection

The bottle in the present lot is one of only three surviving complete dated bottles from 1695. Another bottle inscribed *I.W 1693* is known and may be related.



3 \*

**A SEALED 'TRANSITIONAL' ONION/MALLET WINE BOTTLE,  
DATED 1703**

Of dark-green tint, the compressed globular form with a short tapering neck applied with a wide string rim, applied on the shoulder with a moulded seal inscribed *L TE 1703* surrounded by raised dots and a formal circular border, kick-in base, *15.5cm high, 14.9cm diameter* (chips to rim, filled drill-hole to lower body and corrosion to base)

**£4,000 - 6,000**

**US\$6,500 - 9,700**

**Provenance**

Sold at Harmer Rooke

Sold at Glass Works Auctions, June 1992

The Thomas A. Gray Collection

Fourteen bottles or detached seals are recorded with the date 1703. The initials on the present example are not identified but may relate to a tavern owner.





4 \*

**A SEALED ONION WINE BOTTLE, DATED 1717**

Of dark olive tint, the compressed globular form with a short tapering neck applied with a wide string rim, applied on the shoulder with a moulded seal inscribed *I. Moss 1717*, kick-in base, *14.8cm high, 16cm diameter* (chips to seal and rim, rim reduced)

£2,500 - 3,500

US\$4,000 - 5,700

**Provenance**

Private collection, New England  
With Antique Associates, West Townsend, MA  
The Thomas A. Gray Collection

Twenty-two bottles are recorded with seals dated 1717. Nothing is known about the I. Moss mentioned on the present seal.



5 \*

**A SEALED ONION WINE BOTTLE, DATED 1728**

Of olive tint, the compressed globular form with a long tapering neck with applied string rim, applied on the shoulder with a moulded seal inscribed *Wm Peckard 1728*, kick-in base, 15.1cm high, 14.5cm diameter (chips to seal and rim)

£2,500 - 3,500

US\$4,000 - 5,700

**Provenance**

Sold at Sotheby's, 3 October 1977, lot 140

Sold at Glass Works Auctions

The Thomas A. Gray Collection

Twenty other bottles are recorded with seals dated 1728. The present bottle probably has a Devonshire connection. A William Peckard was baptised at Parkham on 29 March 1681 and another William Peckard was baptised at Little Torrington on 16 June 1692. This was probably the son of the William Peckard who was married on 14 November 1677 at Little Torrington. Another William Peckard was married on 18 May 1712 at South Tawton.





6 \*

**A SEALED MALLET WINE BOTTLE, DATED 1731**

Of dark olive tint, the mallet-shaped form with a tapering neck with applied string rim, applied on the shoulder with a moulded seal inscribed *Samuel Smith 1731*, deep kick-in base, *19.4cm high*, *14.9cm diameter* (chips and losses to rim, chip to seal)

**£1,800 - 2,500**  
**US\$2,900 - 4,000**

**Provenance**

With Lillian B. Cogan Antiques, 1989  
The Thomas A. Gray Collection

This unrecorded sealed wine bottle can be added to the list of twenty other known bottles or detached seals dated to 1717. Smith is a common name and nothing is known about the Samuel mentioned on the present seal, although another bottle inscribed *Saml: Smith 1750* was sold in 2007 from a family in Boston, MA.



7 \*

**A SEALED MALLET WINE BOTTLE, DATED 1742**

Of dark olive-brown tint, the mallet-shaped form with a tapering neck with applied string rim, applied on the shoulder with a moulded seal inscribed *Peter Statts 1742*, deep kick-in base, 21.7cm high, 14cm diameter (fracture beneath the seal)

£1,000 - 2,000  
US\$1,600 - 3,200

**Provenance**

Private Collection, Marion, SC  
Sold at Brunk Auctions, Asheville, NC, 12 March 2011, lot 544  
The Thomas A. Gray Collection

This unrecorded sealed wine bottle can be added to the list of twelve other known bottles or detached seals dated 1742. A mallet bottle with an identical seal inscribed *Peter Statts 1742* was sold at the American Glass Gallery, 22 May 2013, lot 196.



8 \*

**A SEALED 'TRANSITIONAL' MALLET/CYLINDER WINE BOTTLE, DATED 1750**

Of green tint, the shouldered cylindrical form with a long tapering neck with applied string rim, applied on the shoulder with a moulded seal inscribed *R Hamley 1750*, kick-in base, 19.9cm high, 10.1cm diameter (chip to seal and chips to string rim)

£2,000 - 3,000  
US\$3,200 - 4,900

**Provenance**

British private collection, sold 2003  
Private collection, USA  
With Antique Associates, West Townsend, MA  
The Thomas A. Gray Collection

The name on this well-known seal was interpreted by Sheelah Ruggles-Brise, *Sealed Bottles* (1949), as 'R Hamley 1750'. Ruggles-Brise suggested that it was made in Nottingham because an example in Northampton's Central Museum was found locally. Two other examples are in museum collections in the UK and another was in the Berry Bros & Rudd Collection.



9 \*

**A SMALL SEALED CYLINDER WINE BOTTLE, DATED 1767**

Of dark olive tint, the slightly waisted shouldered cylindrical form with a tapering neck with applied string rim, applied on the shoulder with a moulded seal inscribed *IH Radford 1767*, kick-in base, 22cm high, 11.1cm diameter

£1,200 - 1,800  
US\$1,900 - 2,900

**Provenance**

British private collection  
With Antique Associates, West Townsend, MA  
The Thomas A. Gray Collection

This sealed bottle has been recorded among fourteen other bottles or detached seals known to be dated 1742. Research suggests a possible link with John Harris of Radford House, Radford, Devonshire.



10 \*

**A SEALED CYLINDER WINE BOTTLE, DATED 1776**

Of dark olive-brown tint, the shouldered cylindrical form with a tapering neck with applied string rim, applied on the side with a moulded seal inscribed *E B 1776*, kick-in base, 24.4cm high, 11.8cm diameter

£1,200 - 1,800  
US\$1,900 - 2,900

**Provenance**

The Henry Francis du Pont Winterthur Museum Collection, Delaware  
Sold at Glass Works Auctions  
The Thomas A. Gray Collection

1776 is a popular year for sealed bottles as this is one of twenty-six bottles or detached seals known bearing this date. The initials *EB* have not been identified.



11 \*

**A SEALED CYLINDER WINE BOTTLE, DATED 1780**

Of dark olive tint, the slightly waisted shouldered cylindrical form with tapering neck with applied string rim, applied on the side with a moulded seal inscribed *H. Ellis 1780*, kick-in base, *24cm high, 11.9cm diameter*

**£1,200 - 1,800**  
**US\$1,900 - 2,900**

**Provenance**

Sold at Glass Works Auctions  
The Thomas A. Gray Collection

Several examples of bottles with this same seal are recorded, including a double-magnum bulbous bottle probably made for display. The Ellis family founded Hayle Breweries in Hayle, Cornwall in 1815 and the family probably had brewing connections in the 18th century. It has been suggested the 1780 bottles may have been made for a family wedding. An example, possibly the present lot, was in the Charles B. Gardner Collection. Two different examples are in the A. C. Hubbard Jr. Collection. Only eleven other different seals are known bearing the date 1780.



12 \*

**A VERY SMALL QUARTER-SIZED SEALED CYLINDER WINE BOTTLE, DATED 1791**

Of olive-green tint, the slightly waisted shouldered cylindrical form with a short cylindrical neck with applied string rim, applied on the shoulder with a small moulded seal inscribed *1791*, with remains of the original sealing wax around the neck, kick-in base, *17.6cm high, 6.5cm diameter*

**£600 - 1,000**  
**US\$970 - 1,600**

**Provenance**

Sold at Glass Works Auctions  
The Thomas A. Gray Collection

A number of these distinctive bottles were found in London some years ago and were claimed to have belonged to Nelson, but there is no evidence to support this. It is likely that these were used to bottle the 1791 port wine vintage, although Sheelah Ruggles-Brise, *Sealed Bottles* (1949), records a full bottle that still contained Constantia wine from South Africa. Many examples still survive, all of small size.



13 \*

**A SEALED SQUAT CYLINDER WINE BOTTLE, DATED 1809**

Of olive-green tint, the slightly waisted shouldered cylindrical form with a short tapering neck with applied string rim, applied on the shoulder with a moulded seal inscribed *SIR WILLIAM STRICKLAND BART. 1809*, kick-in base, 24.3cm high, 19cm diameter

£800 - 1,200

US\$1,300 - 1,900

**Provenance**

British private collection  
With Antique Associates, West Townsend, MA  
The Thomas A. Gray Collection

The seal on this bottle refers to Sir William Strickland (1753-1835), 6th Baronet, of Boynton Hall in Bridlington and nearby Helperby Hall in Yorkshire. Sir William succeeded to the title on his father's death in 1808 and probably ordered his own bottles in commemoration. Many examples survive, in different sizes and with variations in the seal. It has been suggested the squat cylinder versions were used for beer and porter instead of wine or cider.

14 \*

**A LARGE SEALED SQUAT CYLINDER WINE BOTTLE, DATED 1817**

Of olive-green tint, the cylindrical form with tapering neck with applied string rim, applied on the side with a small moulded seal inscribed *G.N. 1817*, kick-in base, 28.7cm high, 13cm diameter

£1,000 - 1,500

US\$1,600 - 2,400

**Provenance**

With American Glass Gallery, 2011  
The Thomas A. Gray Collection

While this is a large bottle, it holds less than a magnum. This seal has not been recorded.



15

**A RARE OCTAGONAL SEALED WINE BOTTLE, CIRCA 1775**

The cylindrical form of dark olive-brown tint, the body moulded with eight facets, one applied at the shoulder with a moulded circular seal with the crest of the Ludford family, inscribed *I. LUDFORD DE ANSLY*, the tapering neck with applied string rim, kick-in base, *24.9cm high*

**£1,500 - 2,500**

**US\$2,400 - 4,000**

The crest of a chevron between three boar's heads is that of the Ludford family of the Manor of Anslay in Warwickshire. It is likely that the bottle in the present lot was commissioned by John Newdigate Ludford (1756-1825), upon succeeding his father John Ludford in 1775 or following his marriage to his wife, Elizabeth Boswell, in 1778.



16

**A SILVER-MOUNTED COIN PIPE TAMPER OR SEAL, EARLY 18TH CENTURY**

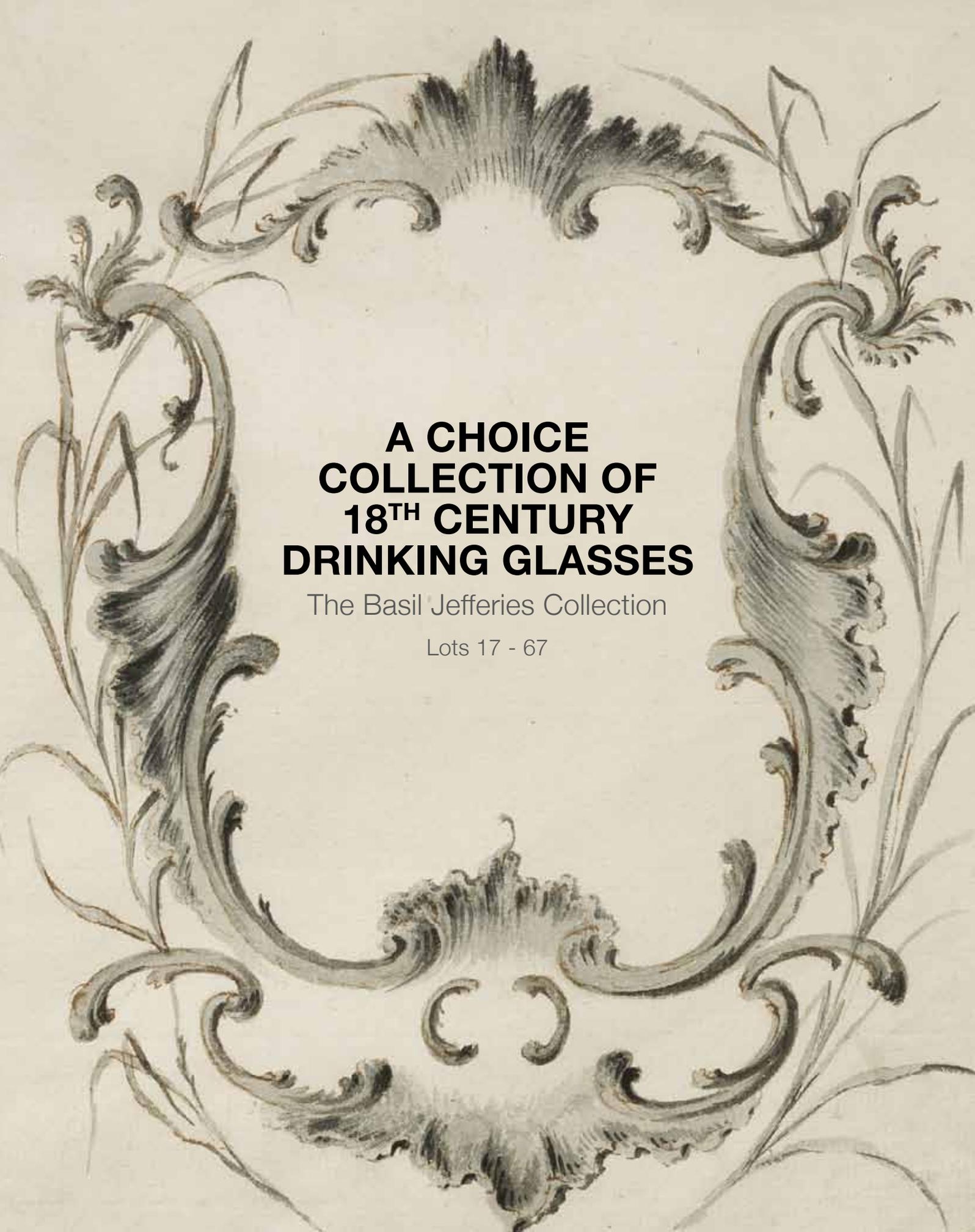
The hollow ball knob handle applied with a row of six raspberry prunts and containing a Charles II silver penny dated 1683, set on three graduated mereses, over a plain stem section with silver mounts, the end with the monogram *R*, 8.6cm long

**£2,000 - 4,000**  
**US\$3,200 - 6,500**

Pipe tampers were used to pack down the tobacco in a pipe bowl. Glass examples from the early 18th century such as this are rare. A very similar example dated to circa 1710-20, containing a Charles II silver penny dated 1677, is in the Corning Museum of Glass, accession no. 83.2.32. It is probable that this also once functioned as a seal, although the end is broken meaning that any monogram there may have been lost. Another similar pipe tamper enclosing a Queen Anne two penny piece is illustrated by Alastair Leslie, *300 Years of Tobacco Stoppers* (2012), p. 153, pl. 186.

A glass pipe tamper containing a George II silver penny dated 1746 is also illustrated by Leslie (2012), pp. 150-151, pls. 181-183. A glass opaque-twist pipe tamper or seal containing a George III silver penny dated 1784 was sold in these rooms, 15 December 2010, lot 107 and another similar example containing a William III penny dated 1701 is illustrated by Robert Charleston, *English Glass* (1984), pl. 39a.

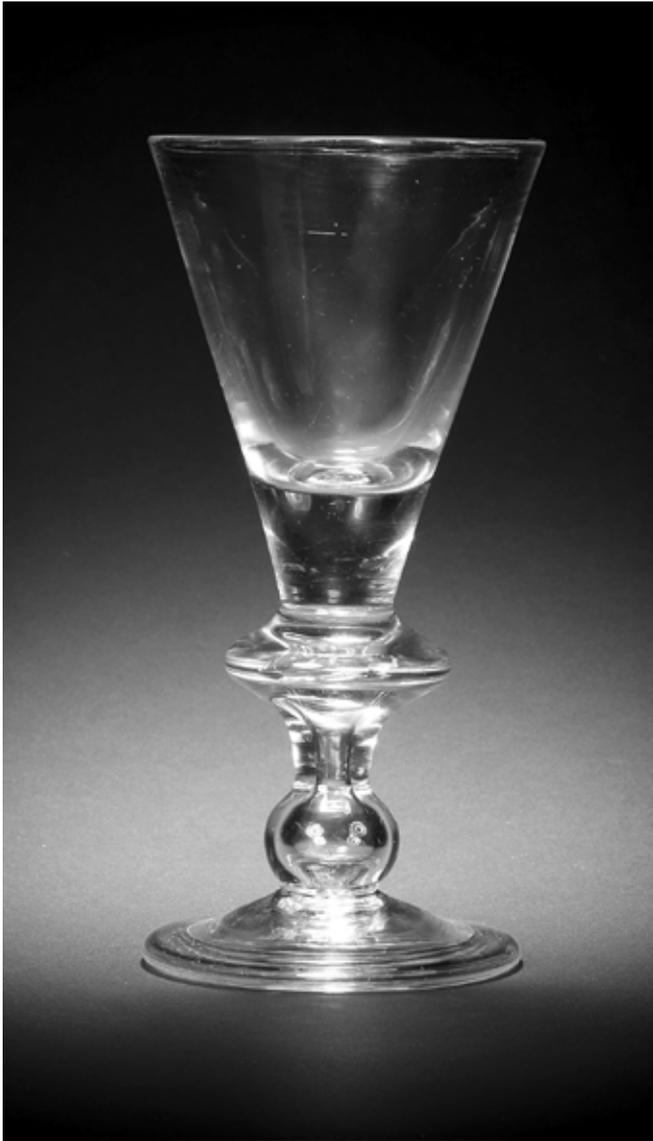
The most common form of prunted decoration is the so-called raspberry, inspired by Continental styles especially from the Netherlands. The present lot bears a number of very close similarities to the stems of contemporary English baluster coin goblets. See lot 29 in this sale, for example, and also the goblets sold in these rooms on 17 December 2008, lots 79 and 80, on 1 May 2013, lot 6, and on 13 November 2013, lot 18. Robert Charleston (*English Glass* (1984), pp. 129-130) argues that although the coins in the stems of such goblets (the earliest of which is 1661) provides a strong clue to the date of the glass, their 'metal' is more likely to date from the 1680s onwards when the inclusion of coins in the stem was first practised.



**A CHOICE  
COLLECTION OF  
18<sup>TH</sup> CENTURY  
DRINKING GLASSES**

The Basil Jefferies Collection

Lots 17 - 67



17

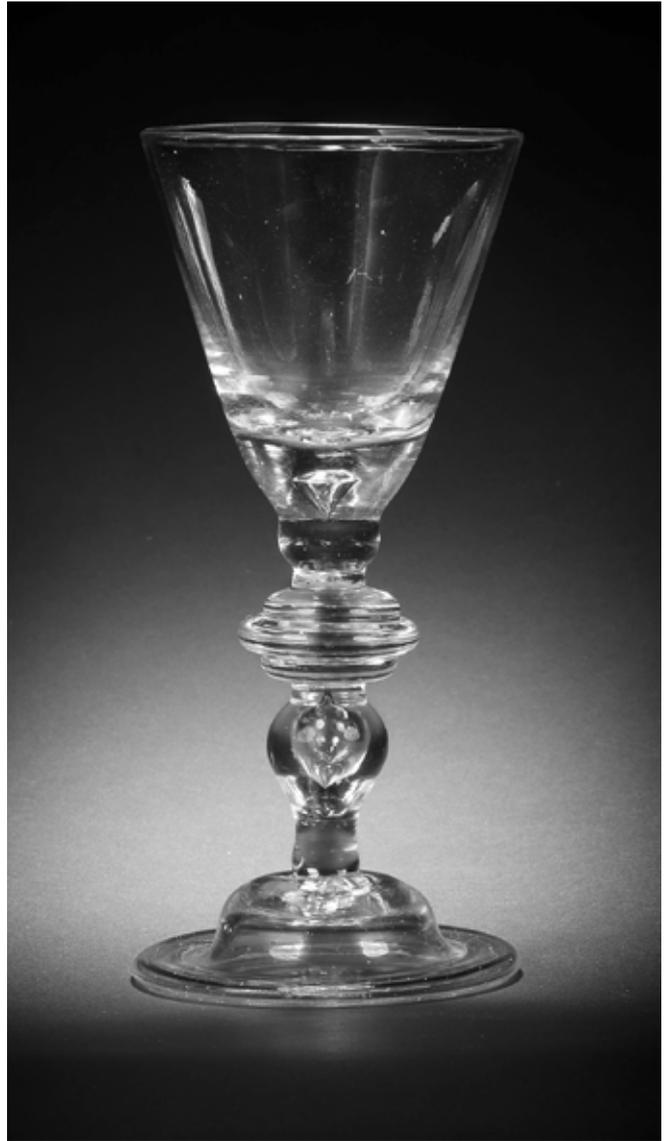
**A GOOD HEAVY BALUSTER GOBLET, CIRCA 1700**

The generous conical bowl solid at the base, set on a broad teared angular knob above a short plain section and a hollow globular basal knob, over a conical folded foot, *19cm high*

£2,000 - 2,500  
US\$3,200 - 4,000

**Provenance**

With Peter Adamson Antiques, Great Dunmow, 12 September 2004  
The Basil Jefferies Collection



18

**A GOOD BALUSTER WINE GLASS, CIRCA 1710**

The round funnel bowl with solid teared base, set on a cushion knob above a triple annulated knob, over an inverted baluster section and a domed and folded foot, *19.9cm high*

£2,000 - 3,000  
US\$3,200 - 4,900

**Provenance**

The Walter F. Smith Collection, sold at Sotheby's, 18 March 1968, lot 313  
The collection of Harvey's Wine Museum, sold in these rooms, 1 October 2003, lot 126  
The Basil Jefferies Collection



19

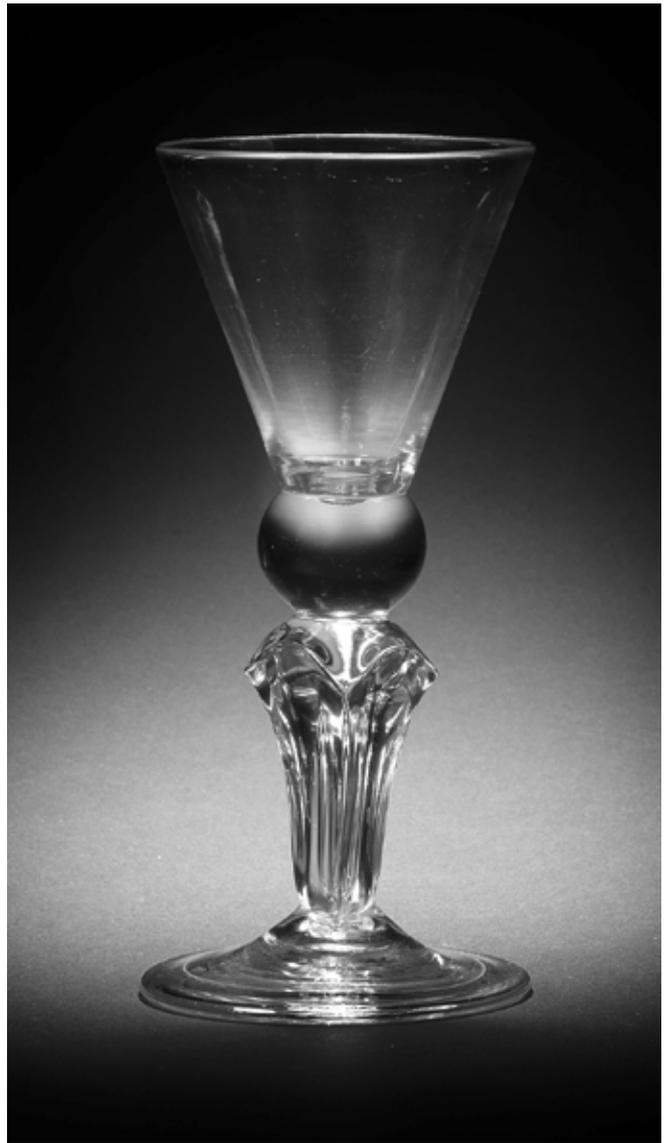
**A MOULDED-STEM BALUSTER WINE GLASS, CIRCA 1715**

The conical bowl with solid teared base, set on a six-sided moulded stem with diamonds at the shoulder, over a conical folded foot, *17cm high*

£1,200 - 1,500  
US\$1,900 - 2,400

**Provenance**

With Brian Watson Antique Glass, Marsham, 28 April 2000  
The Basil Jefferies Collection



20

**A MOULDED-STEM WINE GLASS, CIRCA 1715**

The conical bowl set on a large ball knob above a four-sided moulded stem containing an elongated tear, over a conical folded foot, *17.5cm high*

£1,200 - 1,500  
US\$1,900 - 2,400

**Provenance**

Sold at Sotheby's, 5 May 1993, lot 541  
The Basil Jefferies Collection

21

**A GOOD HEAVY BALUSTER GOBLET, CIRCA 1710**

The thistle-shaped bowl with solid base enclosing a tiny tear, set on a short section over a wide mushroom knob with tear extending into a basal ball knob, over a conical folded foot, 23.1 cm high

£6,000 - 8,000

US\$9,700 - 13,000

**Provenance**

With Peter Adamson Antiques, Great Dunmow, 7 October 2008  
The Basil Jefferies Collection

A comparable goblet was in the Ron and Mary Thomas Collection,  
sold in these rooms, 4 June 2008, lot 14.



22

**AN IMPRESSIVE ACORN-KNOPPED HEAVY BALUSTER  
GOBLET, CIRCA 1710**

The large round funnel bowl solid at the base, set on a cushion knob  
above a substantial teared acorn knob and teared basal knob, over a  
domed and folded foot, *23.7cm high*

£6,000 - 8,000

US\$9,700 - 13,000

**Provenance**

With Peter Adamson Antiques, Great Dunmow, 30 October 2007  
The Basil Jefferies Collection





23

**A DECEPTIVE BALUSTER DRAM GLASS, CIRCA 1715-20**

The solid conical deceptive bowl set on a large teared globular knob above a short plain section, over a conical folded foot, *11.8cm high*

£800 - 1,200

US\$1,300 - 1,900

**Provenance**

With Brayhawks Antiques, Plaxtol, 10 June 2007  
The Basil Jefferies Collection



24

**A DECEPTIVE BALUSTER DRAM GLASS, CIRCA 1710**

The slightly flared solid conical bowl set on a collar above a broad annular knob and plain stem section with basal knob, over a conical folded foot, *12.6cm high*

£1,000 - 1,500

US\$1,600 - 2,400

**Provenance**

With William MacAdam Antique Glass, Edinburgh, 20 July 1996  
The Basil Jefferies Collection



25

**A DWARF 'WRYTHEN ALE' GLASS, CIRCA 1710**

The deep wrythen-moulded conical bowl set on a collar and a 'propeller' knob with four pincer blades, above a short baluster section, over a conical folded foot, *14.3cm high*

**£800 - 1,200**

**US\$1,300 - 1,900**

**Provenance**

The Graeme and Molly Cranch Collection, sold in these rooms, Phillips 4 June 1997, lot 1  
 With William MacAdam Antique Glass, Edinburgh, 14 March 1998  
 The Basil Jefferies Collection

**Exhibited**

The Victoria and Albert Museum, 1968  
 Salisbury Museum, 1985  
 The Glass Circle 50th anniversary exhibition, 1987 (see the catalogue, Strange and Rare, pl. 5, no. 144)



26

**AN UNUSUAL ENGRAVED BALUSTER WINE GLASS, CIRCA 1715-20**

The round funnel bowl solid at the base, decorated with an arm emerging from a cloud, clutching a sword flanked by a palm frond on the left and an olive branch on the right, a laurel wreath resting upon the tip of the sword, a banderole beneath inscribed *ELIGE*, set on a stem comprising three graduated ball knobs separated by short plain sections, over a conical folded foot, *17.3cm high*

**£2,000 - 3,000**

**US\$3,200 - 4,900**

**Provenance**

With Coritani, Rothwell, 15 May 1994  
 The Basil Jefferies Collection

The sword, palm frond, olive branch and laurel wreath depicted on the present lot are all symbolic of Victory. The exact meaning of the inscription here is unclear, but it is likely that it is the Latin word for 'Choose' or 'Select'.



27

**A CYLINDER-KNOPPED BALUSTER WINE OR  
CORDIAL GLASS, CIRCA 1715**

The flared trumpet bowl with solid teared base,  
set on a cushion knob and a collar above a teared  
cylinder knob, with a basal knob over a conical foot,  
*17.5cm high*

£4,000 - 5,000

US\$6,500 - 8,100

**Provenance**

With William MacAdam Antique Glass, Edinburgh, 9  
November 2003

The Basil Jefferies Collection

28

**A RARE DOUBLE DROP-KNOPPED HEAVY  
BALUSTER GOBLET, CIRCA 1710-20**

The flared round funnel bowl solid at the base, set  
on a stem comprising two drop knobs with a small  
basal cushion knob, over a domed and folded foot,  
*20.7cm high*

£3,500 - 5,000  
US\$5,700 - 8,100

**Provenance**

With Brayhawks Antiques, Plaxtol, 10 June 2007  
The Basil Jefferies Collection





29

**A RARE BALUSTER COIN GOBLET, CIRCA  
1730**

The slightly flared round funnel bowl set on a hollow bulb with four applied raspberry prunts containing a coin or token, flanked by annulated collars, above a triple-annulated knob and true baluster section, over a domed and folded foot, *19.7cm high*

**£4,000 - 6,000**  
**US\$6,500 - 9,700**

**Provenance**

With J. H. Bourdon-Smith Antiques, London, 12  
June 2010  
The Basil Jefferies Collection

A very similar baluster goblet containing a coin or  
token was formerly in the James Hall Collection,  
sold in these rooms, 17 December 2008, lot 79.

30

**A RARE MOULDED BALUSTER WINE GLASS,  
CIRCA 1730**

The trumpet bowl with an all-over pattern of 'nipt diamond waies', set on four collars over two triple-annulated knops, one with a tear, above a basal knop, on a domed folded foot with further 'nipt diamond waies', 18.3cm high

**£2,500 - 3,000**

**US\$4,000 - 4,900**

**Provenance**

The Henry Fox Collection, sold in these rooms, 2 June 2004, lot 22

The Tatton Hewetson Collection, sold in these rooms, 13 November 2013, lot 19

The Basil Jefferies Collection

A very similar glass formerly in the Hartshorne Collection was sold in these rooms, 15 December 2010, lot 9 and is illustrated by Albert Hartshorne, *Old English glasses* (1897), p. 236, fig. 171 and by L. M. Bickerton, *Eighteenth Century English Drinking Glasses* (1986), p. 89, cat. 150. Another is in the John Bryan Collection, illustrated by Dwight Lanmon, *Golden Age of English Glass* (2011), pp.183-3, no.59. Lanmon describes this as a sweetmeat glass.





31  
**AN UNUSUAL BALUSTROID WINE GLASS, CIRCA 1730-35**  
 The bell bowl set on a tall slender multi-knopped stem comprising two true balusters above a triple-annulated knop and an inverted baluster, over a domed foot, *19cm high*

£1,600 - 2,000  
 US\$2,600 - 3,200

**Provenance**  
 With William MacAdam Antique Glass, Edinburgh, 20 April 2001  
 The Basil Jefferies Collection

An identical wine glass was in the Richard Emanuel Collection, sold at Delomosne & Son, 15 October 2010, lot 16.



32  
**AN ENGRAVED WILLIAMITE BALUSTER WINE GLASS, MID 18TH CENTURY**  
 Probably Irish, the trumpet bowl solid at the base, decorated with an equestrian portrait of King William III, below a banderole inscribed *THE GLORIOUS MEMORY OF KING WILLIAM*, the reverse inscribed *BOYNE 1ST JULY 1690* within a pair of tied leaf fronds, set on a plain stem flanked by collars, over a conical folded foot, *17cm high*

£1,400 - 1,800  
 US\$2,300 - 2,900

**Provenance**  
 With Coritani, Rothwell, 15 May 1994  
 The Basil Jefferies Collection

An almost identical wine glass was in the A. C. Hubbard Collection, sold in these rooms, 30 November 2011, lot 80 and illustrated by Ward Lloyd, *A Wine Lover's Glasses* (2000), p. 87, pl. 114(a) and p. 85. Another from the Graeme and Molly Cranch Collection was sold in these rooms, Phillips, 4 June 1997, lot 21. See also the glass in the Fitzwilliam Museum, illustrated in the exhibition catalogue, *Glass at the Fitzwilliam Museum* (1978), p. 102, cat. 257.

**AN IMPORTANT ENGRAVED PORTRAIT GLASS, CIRCA 1730**

The bell bowl solid at the base, finely decorated with a portrait of the Duke of Cumberland in profile to the right, within a circular medallion inscribed *HIS ROYAL HIGHNESS WILLIAM DUKE OF CUMBERLAND*, set on a plain stem terminating in a large globular knop, over a heavy firing foot, 16.5cm high

£3,000 - 5,000

US\$4,900 - 8,100

**Provenance**

The H. N. Hignett Collection, sold at Sotheby's, 17 October 1958, lot 24

The Walter F. Smith Collection, sold at Sotheby's, 18 March 1968, lot 404

The collection of Harvey's Wine Museum, sold in these rooms, 1 October 2003, lot 144

The Basil Jefferies Collection

An almost identical wine glass from the Graeme and Molly Cranch Collection was sold in these rooms, Phillips, 4 June 1997, lot 22. A companion glass from the A. C. Hubbard Collection was also sold in these rooms, 30 November 2011, lot 26 and is illustrated by L. M. Bickerton, *Eighteenth Century English Drinking Glasses* (1986), p. 288, cat. 918 and by Ward Lloyd, *A Wine Lover's Glasses* (2000), p. 84, pl. 111. It has been suggested that these glasses may have been used at meetings of the Cumberland Society. The portrait may have been based on the medal of the Duke by Martin Holtzhey.





34



36



35

34  
**A CORDIAL GLASS AND A BALUSTER WINE GLASS, FIRST HALF 18TH CENTURY**

The cordial glass with a small bell bowl solid at the base, set on a tall plain stem over a domed and folded foot, *18.2cm high*, the wine glass with a bell bowl with solid teared base, set on a stem with a globular basal knob over a domed foot, *16.4cm high (2)*

**£1,400 - 1,600**  
**US\$2,300 - 2,600**

**Provenance**

With William MacAdam Antique Glass, Edinburgh, 1992-95  
 The Basil Jefferies Collection

35  
**TWO BALUSTROID WINE GLASSES, CIRCA 1740**

One with a round funnel bowl set of a stem incorporating a central teared swelling knob with upper and basal knobs, over a conical folded foot, *16cm high*, the other with a bell bowl set on a triple-annulated knob above a plain stem section with basal knob, over a conical folded foot, *15.5cm high (2)*

**£1,000 - 1,200**  
**US\$1,600 - 1,900**

**Provenance**

The first glass with Lin Holroyd Antiques, Harrogate, 8 August 1992,  
 the second glass with Templar Antiques, Kelvedon, 26 April 1992  
 The Basil Jefferies Collection

36

**TWO AIRTWIST WINE GLASSES, MID 18TH CENTURY**

The first with an ogee bowl with hammered honeycomb moulding to the base, set on a double-series airtwist stem composed of an airtwist gauze core encircled by a pair of multi-ply spiral tapes, over a conical folded foot, *14.7cm high*, the second with pan-top bowl set on a multiple-spiral airtwist stem with central knop, over a conical foot, *17.7cm high* (2)

£1,300 - 1,600  
US\$2,100 - 2,600

**Provenance**

The double-series glass with William MacAdam  
Antique Glass, 8 August 1992  
The pan-top glass with Laurie Leigh Antiques, Oxford,  
9 July 1996  
The Basil Jefferies Collection

37

**A RARE ENGRAVED AIRTWIST MEAD GLASS, CIRCA 1755**

The tall round funnel bowl decorated with a basketweave bee-skep or hive surrounded by bees, set on a multiple-spiral airtwist stem and a conical foot, *19.2cm high*

£2,500 - 3,500  
US\$4,000 - 5,700

**Provenance**

Sold in these rooms, 3 June 2009, lot 211  
The Basil Jefferies Collection

Glasses decorated with bee-skeps are rare, especially engraved. However, the best known examples are those of very similar form painted in opaque white enamels by the Beilby workshop in the 1760s of which one, from the James Hall Collection, was sold in these rooms, 17 December 2008, lot 131. It is likely these glasses were made for serving mead, a fortified wine made from honey.





38

**38  
A RARE INCISED-TWIST WINE GLASS, CIRCA 1750**

The flared round funnel bowl with honeycomb moulding at the base, set on an incised-twist stem and a conical foot, *18.5cm high*

**£1,000 - 1,500  
US\$1,600 - 2,400**

**Provenance**

With Mallett, London, 18 June 1995  
The Basil Jefferies Collection



39

**39  
AN ENGRAVED JACOBITE AIRTWIST WINE GLASS, CIRCA 1750**

The round funnel bowl decorated with a formal six-petalled rose spray on a thorny stem with two buds, one partially open, the reverse with a thistle, an oak leaf and a star, set on a multiple-spiral airtwist stem and conical foot, *16cm high*

**£800 - 1,200  
US\$1,300 - 1,900**

**Provenance**

With William MacAdam Antique Glass, Edinburgh, 30 May 1993  
The Basil Jefferies Collection



40

**40  
AN ENGRAVED JACOBITE AIRTWIST WINE GLASS, CIRCA 1750**

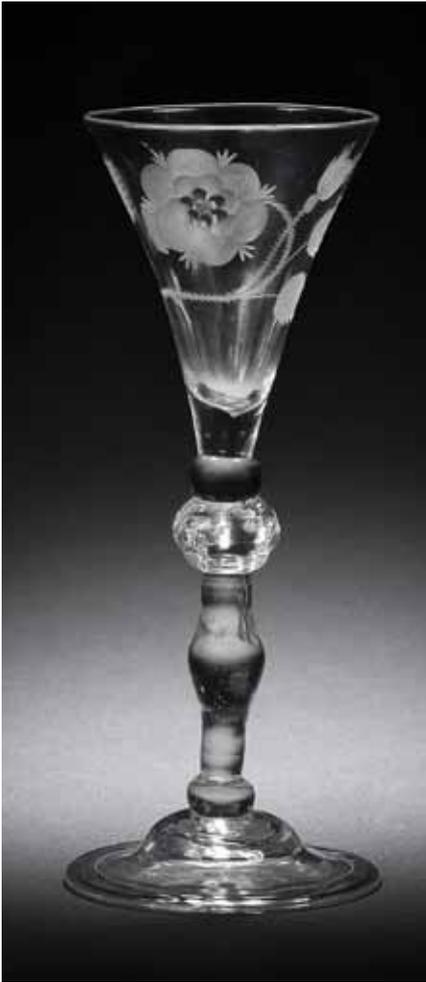
The flared bucket bowl decorated with a six-petalled rose on a thorny stem with leaves and one bud, set on a multiple-spiral airtwist stem with central and shoulder knobs, over a conical foot, *16.6cm high*

**£1,200 - 1,500  
US\$1,900 - 2,400**

**Provenance**

With Somervale Antiques, Bath, 30 December 1994  
The Basil Jefferies Collection

According to Geoffrey Seddon, *The Jacobites and their Drinking Glasses* (1995), the decoration on this glass may be attributed to Engraver B or C.



41

**41  
AN ENGRAVED JACOBITE BALUSTROID WINE GLASS, CIRCA 1740**

The flared trumpet bowl decorated with a six-petalled heraldic rose on a leafy stem with tiny thorns and one bud, set on a multi-knopped stem incorporating a beaded knob, over a domed and folded foot, *18.1cm high*

**£1,300 - 1,600  
US\$2,100 - 2,600**

**Provenance**

With William MacAdam Antique Glass, Edinburgh, 20 July 1996  
The Basil Jefferies Collection

For a comparable glass see George Turnbull and Anthony Heron, *The Price Guide to English 18th Century Drinking Glasses* (1970), p. 331.



42

**42  
A RARE TRIPLE-KNOPPED AIRTWIST WINE GLASS, CIRCA 1750**

The round funnel bowl set on a multiple-spiral airtwist stem with three knobs, over a conical foot, *17.3cm high*

**£800 - 1,200  
US\$1,300 - 1,900**

**Provenance**

With William MacAdam Antique Glass, Edinburgh, 28 October 1993  
The Basil Jefferies Collection



43

**43  
A BALUSTROID WINE GLASS, CIRCA 1745**

The bell bowl set on a tall slender multi-knopped stem comprising an angular knob above a triple-annulated knob, a true baluster and a double-annulated knob, over a conical foot, *17.4cm high*

**£1,200 - 1,500  
US\$1,900 - 2,400**

**Provenance**

With William MacAdam Antique Glass, Edinburgh, 12 November 1994  
The Basil Jefferies Collection



44



45

44

**THREE ALE GLASSES, CIRCA 1760-70**

One with an elongated round funnel bowl engraved with two crossed ears of barley, set on a single-series airtwist stem and conical foot, *20.5cm high*, another with an elongated ogee bowl engraved with hops and barley, set on a double-series opaque-twist stem and conical foot, *18.2cm high*, the last with an elongated round funnel bowl set on a knopped and faceted stem over a conical foot, *18.4cm high* (3)

**£1,400 - 1,600**  
**US\$2,300 - 2,600**

**Provenance**

With William MacAdam Antique Glass, Edinburgh, 1992-95  
The Basil Jefferies Collection

It is rare to find ale glasses such as the airtwist glass in the present lot engraved with two ears of barley only, without accompanying hops.

45

**TWO AIRTWIST CORDIAL GLASSES, CIRCA 1760**

Both with a small round funnel bowl solid at the base and set on a double-series airtwist stem and conical foot, one bowl decorated with a stylised floral band over a stem composed of a central corkscrew encircled by a seven-ply spiral band, *17.5cm high*, the other over a stem composed of a pair of double corkscrew threads encircled by two multi-ply spiral bands, *16cm high* (2)

**£1,200 - 1,500**  
**US\$1,900 - 2,400**

**Provenance**

With William MacAdam Antique Glass, Edinburgh, 1994 and 2001  
The Basil Jefferies Collection



46

**A RARE LYNN 'CONCEALED JACOBITE' FACET-STEM WINE GLASS, CIRCA 1765-70**

The round funnel bowl moulded with concentric rings, set on a stem cut with hexagonal facets, over a faceted foot with a distinctive petal-cut rim, *14.9cm high*

£1,000 - 1,500

US\$1,600 - 2,400

**Provenance**

With William MacAdam Antique Glass, Edinburgh, 19 July 2002  
The Basil Jefferies Collection

When viewed from beneath, the cutting of the foot creates the outline of a rose.

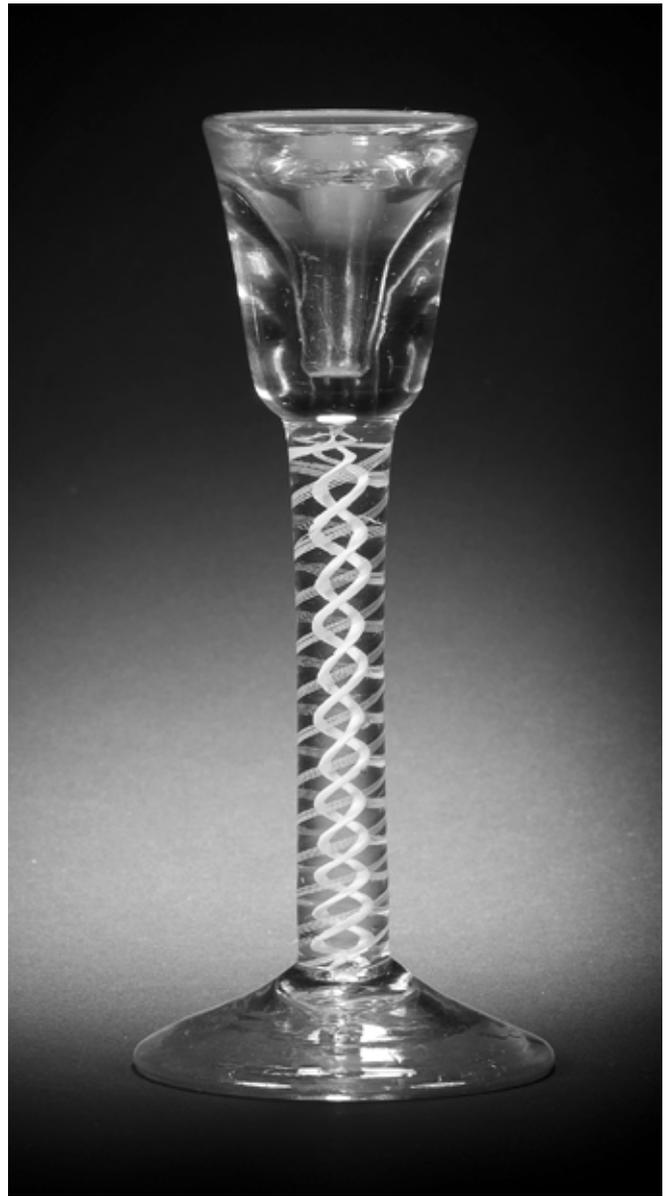




47  
**A GILES GILDED OPAQUE-TWIST WINE GLASS, CIRCA 1770**  
 Decorated in the London workshop of James Giles, the ogee bowl gilded with floral sprays and insects beneath a gilt-line rim, set on a double-series opaque-twist stem incorporating an opaque white corkscrew encircled by a pair of spiral tapes, over a conical foot, *15.3cm high*

£800 - 1,200  
 US\$1,300 - 1,900

**Provenance**  
 With Brian Watson Antique Glass, Marsham, 4 August 2000  
 The Basil Jefferies Collection



48  
**A DECEPTIVE OPAQUE-TWIST CORDIAL GLASS, CIRCA 1765**  
 The thick-walled round funnel bowl set on a double-series opaque-twist stem incorporating a pair of opaque white spiral tapes encircled by a pair of five-ply spiral bands, over a conical foot, *16.7cm high*

£1,000 - 1,400  
 US\$1,600 - 2,300

**Provenance**  
 With William MacAdam Antique Glass, Edinburgh, 10 September 1995  
 The Basil Jefferies Collection



49

**A MIXED-TWIST WINE FLUTE, CIRCA 1760**

The slender drawn trumpet bowl set on a stem with a central opaque white gauze encircled by a pair of spiralling airtwist threads, over a conical foot, *18.8cm high*

**£1,000 - 1,400**  
**US\$1,600 - 2,300**

**Provenance**

With William MacAdam Antique Glass, 24 July 1992  
The Basil Jefferies Collection

A very similar mixed-twist wine flute was sold in these rooms, 17 December 2008, lot 364.



50

**A GOOD ENGRAVED OPAQUE-TWIST RATAFIA GLASS, CIRCA 1765**

The slender round funnel bowl moulded with basal flutes and decorated with a stylised floral border, set on a double-series opaque-twist stem incorporating two pairs of opaque white spiral threads encircling a central gauze core, over a conical foot, *17.8cm high*

**£1,000 - 1,400**  
**US\$1,600 - 2,300**

**Provenance**

With William MacAdam Antique Glass, Edinburgh, 9 April 1999  
The Basil Jefferies Collection



51  
**AN ENGRAVED JACOBITE OPAQUE-TWIST RATAFIA GLASS,  
 CIRCA 1765**

The slender round funnel bowl decorated with a formal six-petalled rose on a leafy thorny stem with two buds, one partially open, the reverse with a butterfly, set on a double-series opaque-twist stem comprising four opaque white spiral threads encircling a central gauze core, over a conical foot, *18.5cm high*

£1,500 - 2,500  
 US\$2,400 - 4,000

**Provenance**

Sold at Sotheby's, 18 December 2001, lot 70  
 The Basil Jefferies Collection

A similar opaque-twist Jacobite ratafia glass was in the Peter Meyer Collection, sold in these rooms, 1 May 2013, lot 43, illustrated by W. A. Thorpe, *A History of English and Irish Glass* (1929), fig. 20b.



52  
**A DUTCH-ENGRAVED ARMORIAL MOULDED-STEM GOBLET,  
 CIRCA 1750**

The round funnel bowl decorated with the crowned arms of Amsterdam flanked by lion supporters, set on a triple-annulated knob above an eight-sided moulded stem with diamonds on the shoulder, with basal knob and collar, over a domed and folded foot decorated with stylised floral sprays, *20.6cm high*

£2,000 - 3,000  
 US\$3,200 - 4,900

**Provenance**

With William MacAdam Antique Glass, Edinburgh, 19 July 2002  
 The Basil Jefferies Collection



53

**A DUTCH-ENGRAVED ARMORIAL LIGHT BALUSTER WINE GLASS, CIRCA 1750**

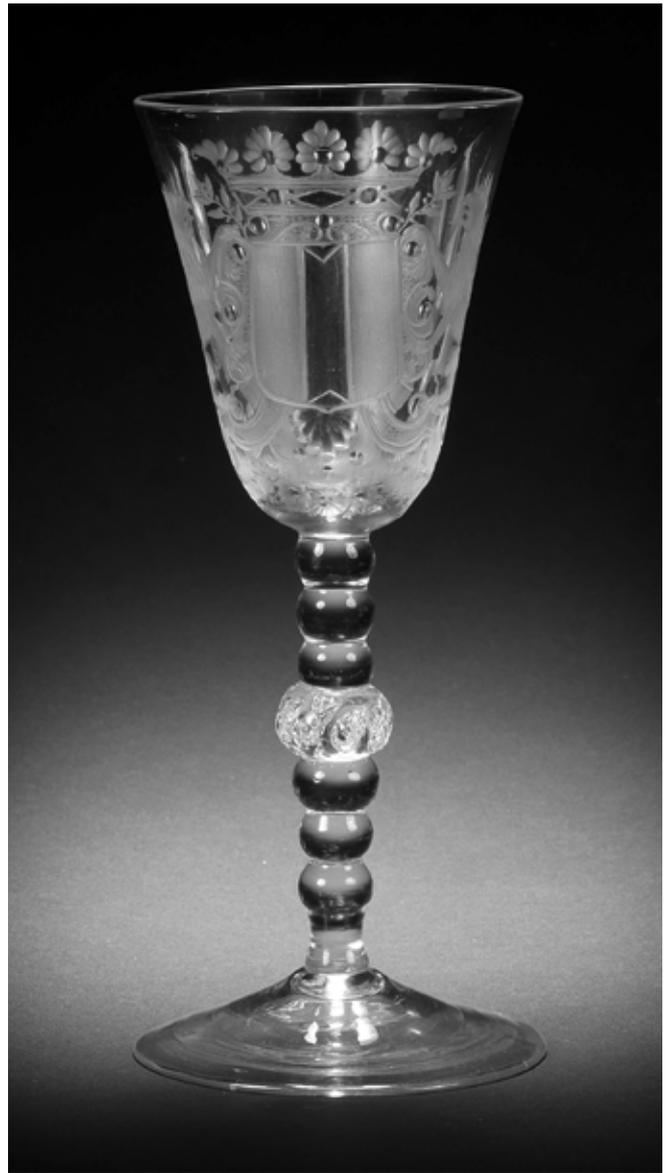
The round funnel bowl finely decorated with the crowned coat of arms of the Seven United Provinces flanked by lions, set on a slender multi-knopped stem incorporating a teared inverted baluster, over a heavy domed foot, *19.3cm high*

£1,800 - 2,200  
US\$2,900 - 3,600

**Provenance**

With Brian Watson Antique Glass, Marsham, 10 January 2007  
The Basil Jefferies Collection

This glass would have been used to toast the prosperity of the United Dutch Provinces. The provinces are: Gelderland, Zeeland, Friesland, Groningen, Overijssel, Utrecht and Holland.



54

**A DUTCH-ENGRAVED ARMORIAL LIGHT-BALUSTER WINE GLASS, CIRCA 1750**

The round funnel bowl finely decorated with the crowned arms of Fraunberg of Bavaria flanked by griffins, set on a slender multi-knopped stem comprising a central beaded knob flanked by bobbin knobs, over a conical foot, *19.3cm high*

£1,800 - 2,200  
US\$2,900 - 3,600

**Provenance**

Sold at Sotheby's, 18 December 2001, lot 17  
The Basil Jefferies Collection



55

**A DUTCH-ENGRAVED LIGHT BALUSTER WINE GLASS ATTRIBUTED TO JACOB SANG, CIRCA 1760**

The round funnel bowl finely decorated with a band of five charming vignettes, including landscapes and seascapes, each flanked by stylised baskets of flowers and ornate formal scrollwork, set on a tall slender multi-knopped stem and a conical foot, 20.1cm high

**£4,000 - 6,000**

**US\$6,500 - 9,700**

**Provenance**

With William MacAdam Antique Glass, Edinburgh, 6 August 1994

The Basil Jefferies Collection

One of the vignettes depicts a mating hen and cockerel, a motif reflecting anti-Galician sentiment. A glass with closely related decoration is illustrated by George Turnbull and Anthony Heron, *The Price Guide to English 18th Century Drinking Glasses* (1970), p. 69, ref. 4/4.



56

**A DUTCH-ENGRAVED ROYAL ARMORIAL LIGHT-BALUSTER WINE GLASS BY JACOB SANG, CIRCA 1745**

The slightly flared round funnel bowl finely decorated with the crowned arms of Prince Willem IV of Orange-Nassau, inscribed with the motto of the Garter *HONI SOIT QUI MAY Y PENSE*, flanked by crowned lion supporters, set on a stem incorporating a beaded knob above an inverted baluster section with a basal knob, over a heavy conical foot, 19.1cm high

£4,500 - 6,000  
US\$7,300 - 9,700

**Provenance**

With Frides Laméris, Amsterdam, 7 May 1995  
The Basil Jefferies Collection

Prince William IV of Orange (1711-1751) was stadtholder of Friesland and later also of Groningen and of Gelderland. He married Anne, Princess Royal, eldest daughter of King George II of Great Britain and Caroline of Ansbach, at St. James' Palace in 1734.

A goblet by Jacob Sang with the same coat of arms, formerly in the Albert Hartshorne Collection, was sold in these rooms, 15 December 2010, lot 220 and is illustrated by L. M. Bickerton, *Eighteenth Century English Drinking Glasses* (1986), p. 269, fig. 841. Another very similar wine glass by Sang with these arms in the A. C. Hubbard Collection was sold in these rooms, 30 November 2011, lot 258, and is illustrated by Ward Lloyd, *A Wine Lover's Glasses* (2000), p. 88, pls. 118-119 and p. 85.





57

**A FINE DUTCH-ENGRAVED 'VOC' BALUSTER  
GOBLET, CIRCA 1750**

The round funnel bowl decorated with a three-masted sailing ship, the reverse with the monogram *VOC M* between tied leaf fronds, beneath the inscription *WELVAAREN VAN DE OST INDISCHE COMP.* (The Welfare of the East India Co.), set on a slender multi-knopped stem and a conical folded foot, *19.5cm high*

£6,000 - 8,000  
US\$9,700 - 13,000

**Provenance**

Sold at Sotheby's, 11 May 1999, lot 100  
The Basil Jefferies Collection

A comparable 'VOC' shipping goblet was in the A. C. Hubbard Collection, sold in these rooms, 30 November 2011, lot 262 and is illustrated by Ward Lloyd, *A Wine Lover's Glasses* (2000), p. 96, pl. 139 and p. 95.



58

**A RARE ENGRAVED OPAQUE-TWIST CIDER  
GLASS, CIRCA 1763**

The cup-shaped bowl decorated with an apple tree flanked by two barrels and the inscription *NO EXCISE*, the reverse with a bird in flight, set on a double-series opaque-twist stem comprising a gauze corkscrew entwined by a pair of parallel opaque white threads, over a conical foot, *15.3cm high*

£2,500 - 3,500  
US\$4,000 - 5,700

**Provenance**

Sold at Bonhams Edinburgh, 23 July 2004, lot 79  
The Basil Jefferies Collection

The inscription on the present lot refers to the Excise on cider of 1763 which was modified in 1766 by the Marquis of Rockingham. The Act led to widespread protests in Britain and especially in the Colonies, and the repeal of the tax in July 1766 was celebrated throughout the country. Further examples bearing similar decoration and the same inscription include that from the Ron and Mary Thomas Collection, sold in these rooms, 4 June 2008, lot 174 and another in the Victoria and Albert Museum, illustrated by Charleston (1984), pl. 39d. A related Yorkshire creamware teapot protesting against the Cider Act was sold at Bonhams Oxford, 16 January 2013, lot 27.





59

**A FINE STIPPLE-POINT ENGRAVED WINE GLASS BY DAVID WOLFF, CIRCA 1795**

The ovoid bowl decorated with an allegorical vignette depicting a magnificent lion and a putto seated in a woodland glade, jointly holding a liberty pole surmounted by a Phrygian cap, the stem cut with elongated hexagonal facets, over a broad conical foot, 15.4cm high

£6,000 - 8,000

US\$9,700 - 13,000

**Provenance**

Sold at Christie's, 28 October 1969, lot 165  
The Anthony Waugh Collection, acquired by Harvey's Wine Museum, 1 January 1979  
The collection of Harvey's Wine Museum, sold in these rooms, 1 October 2003, lot 154  
The Basil Jefferies Collection

**Exhibited**

'Three Hundred Years of British Glass', Wolverhampton Art Gallery and Museum, 1975, no. 205

This glass is one of a series of 'Liberties' or 'Freedom' glasses engraved by David Wolff at The Hague. It refers to the creation of the Batavian Republic formed by Dutch Revolutionaries in 1795 with the help of the French, symbolised by the lion and putto respectively. The hat is a Dutch rendering of the Phrygian cap given in ancient Roman times to newly-emancipated slaves and widely adopted by the French as a revolutionary symbol. Another version of this subject by David Wolf, including an inscription, was sold in these rooms, Phillips, 16 September 1998, lot 46. Two signed examples are known, both dated 1795, one formerly in the Muhsam Collection and now in the Art Institute of Chicago, the other formerly in the Strauss Collection, now in the Corning Museum of Glass.





60

**A RARE BEILBY POLYCHROME ENAMELLED WINE GLASS, CIRCA 1765**

The slightly deceptive cup-shaped bowl painted with grape bunches in opaque white and vine leaves in turquoise, traces of gilding to the rim, set on a tall stem with central swelling knob, over a conical foot, *15.5cm high*

**£3,000 - 5,000**  
**US\$4,900 - 8,100**

**Provenance**

With William MacAdam Antique Glass, Edinburgh, 30 May 1993  
The Basil Jefferies Collection

A rare glass of its type, further examples are illustrated by Derek Davis and Keith Middlemas, *Coloured Glass* (1968), p. 60, by L. M. Bickerton, *Eighteenth Century English Drinking Glasses* (1986), p. 343, cat. 1, 119, and in the Kaplan Collection, illustrated by Martine Newby, *Eighteenth Century English Glass* (1998), fig. 15. Another example can be found in the Fitzwilliam Museum, Cambridge (see the catalogue (1978), p. 99, cat. 244). See also lot 156 in this sale.



61

**A BEILBY ENAMELLED OPAQUE-TWIST WINE GLASS, CIRCA 1765**

The round funnel bowl painted in opaque white with floral swags, set on a double-series opaque-twist stem incorporating an opaque white corkscrew encircled by a fourteen-ply spiral band, over a conical foot, *15.6cm high*

**£1,500 - 2,000**  
**US\$2,400 - 3,200**

**Provenance**

With William MacAdam Antique Glass, Edinburgh, 24 July 1992  
The Basil Jefferies Collection

A Beilby enamelled wine glass of similar form and with very similar decoration is illustrated by L. M. Bickerton, *Eighteenth Century English Drinking Glasses* (1986), p. 220, fig. 660 and was sold in these rooms, 15 December 2010, lot 55.



62

**A BEILBY ENAMELLED OPAQUE-TWIST WINE GLASS, CIRCA 1765**

The round funnel bowl painted in opaque white with a pyramid in a landscape flanked by trees, traces of gilding to the rim, set on a double-series opaque-twist stem incorporating a pair of opaque white spiral tapes encircled by an eighteen-ply spiral band, over a conical foot, 15.4cm high

£5,000 - 7,000

US\$8,100 - 11,000

**Provenance**

The Horridge Collection, sold by Jackson-Stops and Staff, Plaish Hall, 30 November 1959, lot 165

With Delomosne Antiques, Chippenham, 12 June 2010

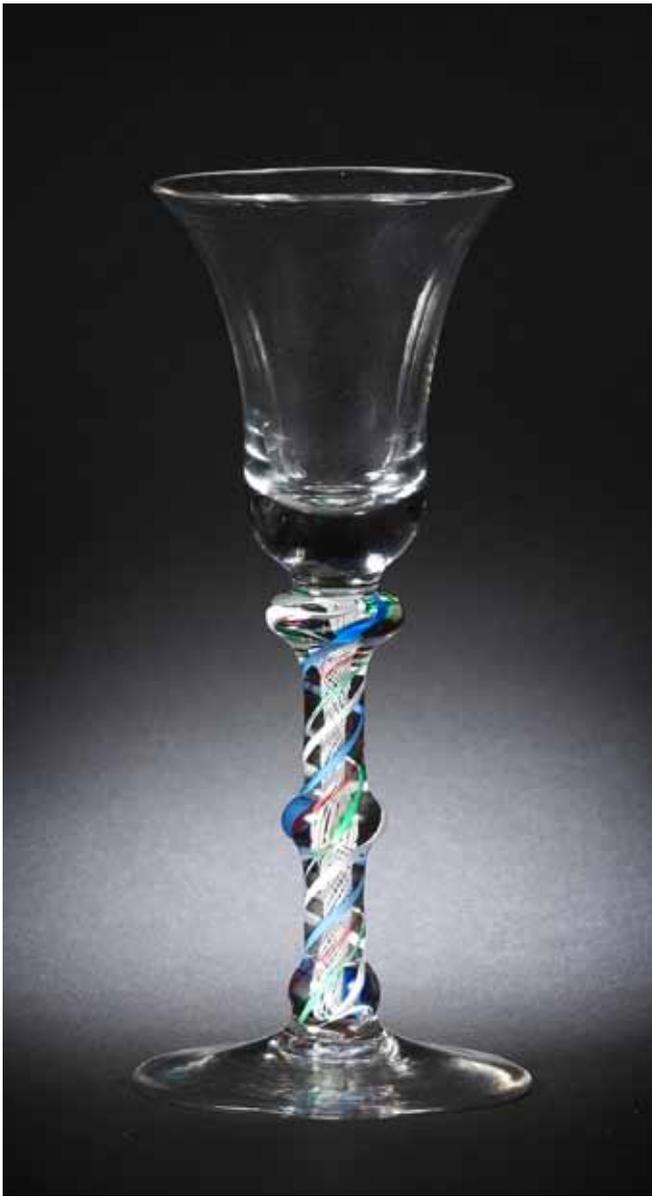
The Basil Jefferies Collection

**Literature**

L. M. Bickerton, *Eighteenth Century English Drinking Glasses* (1971), cat. 759

L. M. Bickerton, *Eighteenth Century English Drinking Glasses* (1986), p. 335, cat. 1092

A Beilby enamelled wine glass with comparable decoration was sold in these rooms, 15 December 2010, lot 119. Another with a pyramid was sold in these rooms, 16 December 2009, lot 62.



63

**A RARE COLOUR-TWIST WINE GLASS, CIRCA 1770**

The bell bowl solid at the base, set on a stem with upper, central and basal knops, enclosing a central opaque white gauze enclosed by spiralling opaque white, translucent red, translucent blue and translucent green threads, the latter two encasing opaque white threads, over a conical foot, *17.1cm high*

**£3,000 - 4,000**  
**US\$4,900 - 6,500**

**Provenance**

The E. Cecil Kny Collection, sold at Sotheby's, 16 April 1948, lot 65  
The Walter F. Smith Collection, sold at Sotheby's, 24 June 1968, lot 808  
The collection of Harvey's Wine Museum, sold in these rooms, 1 October 2003, lot 226  
The Basil Jefferies Collection

An almost identical wine glass formerly in the Julius and Ann Kaplan Collection was sold in these rooms, 17 December 2008, lot 335 and is illustrated by Martine Newby, *Eighteenth Century English Glass* (1998), p. 34, fig. 35. Another near identical glass was sold at Sotheby's, 2 December 2004, lot 104.



64

**A COLOUR-TWIST CORDIAL GLASS, CIRCA 1770**

The small bucket-shaped bowl set on a stem enclosing a translucent blue corkscrew core encircled by two opaque white gauze threads, over a conical foot, *16.9cm high*

**£4,000 - 6,000**  
**US\$6,500 - 9,700**

**Provenance**

The A. C. Hubbard Collection, sold in these rooms, 30 November 2011, lot 208  
The Basil Jefferies Collection

**Literature**

Ward Lloyd, *A Wine Lover's Glasses* (2000), p. 53, pl. 64(a)



65

**A GOOD COLOUR-TWIST WINE GLASS, CIRCA 1760**

The flared trumpet bowl set on a slender stem comprising an opaque white multi-ply corkscrew edged in translucent red and translucent green, encircled by a pair of opaque white spiral threads, over a conical foot, 17.5cm high

£2,500 - 3,000  
US\$4,000 - 4,900

**Provenance**

With William MacAdam Antique Glass, Edinburgh, 8 March 1997  
The Basil Jefferies Collection



66

**A COLOUR TWIST WINE GLASS, CIRCA 1765**

The bell bowl set on a stem incorporating a central opaque brick-red corkscrew encircled by a broad opaque white spiral tape and an opaque white spiral thread flanked by a pair of translucent turquoise-green spiral threads, over a conical foot, 16.2cm high

£1,400 - 1,600  
US\$2,300 - 2,600

**Provenance**

With Christine Bridge Antiques, London, 7 August 1994  
The Basil Jefferies Collection



67

**A VERY RARE ENGRAVED JACOBITE COLOUR-TWIST WINE GLASS, CIRCA 1760**

The bell bowl decorated with a six-petalled heraldic rose on a thorny leafy stem with two buds, one partially open, the reverse with a butterfly, set on a stem incorporating an opaque white corkscrew edged in translucent blue and translucent green, enclosing a central opaque brick-red corkscrew, encircled by a pair of opaque white spiral threads, over a conical foot, 17.4cm high

**£5,000 - 7,000**

**US\$8,100 - 11,000**

**Provenance**

With Brayhawks Antiques, Plaxtol, 16 January 2007  
The Basil Jefferies Collection

According to Geoffrey Seddon, *The Jacobites and their Drinking Glasses* (1995), the decoration on this glass may be attributed to Engraver F.



68

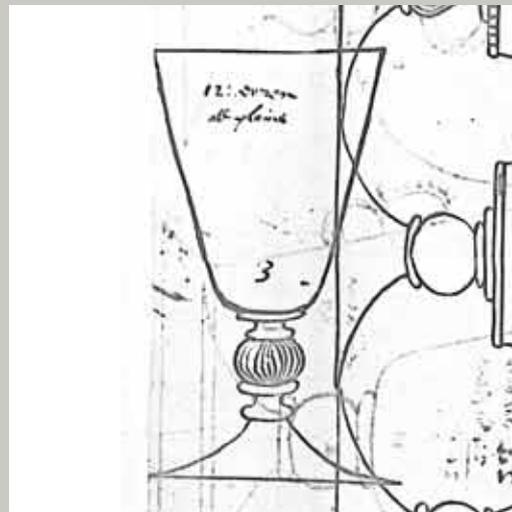
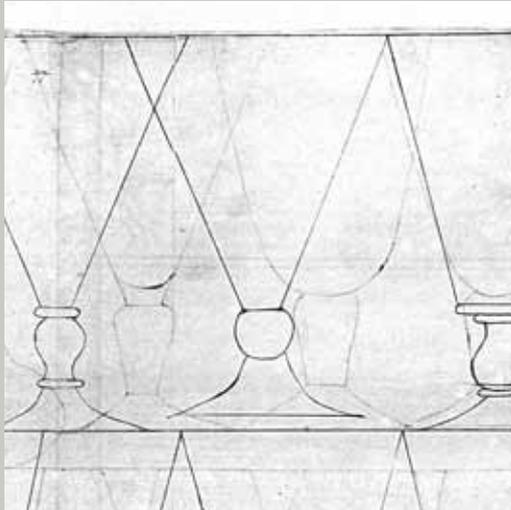
**A RARE AND UNUSUAL SET OF ELEVEN  
ENGRAVED JACOBITE WINE GLASSES, CIRCA  
1750**

The generous bell bowls decorated with a six-petalled rose on a thorny stem flanked by two buds, one of which is partly open, a moth to the reverse of each, set on multiple-spiral airtwist stems with shoulder and central knops, conical feet, 17.5-18.3cm high (some with chips to feet) (11)

**£3,500 - 5,500  
US\$5,700 - 8,900**

Sets of Jacobite wine glasses as large as this are rare. A set of eleven Jacobite engraved wine glasses from the Dwight Lanmon Collection was sold at Bonhams Edinburgh, 3 October 2012, lot 19. It was thought that the latter set, of which a twelfth was bequeathed to the Philadelphia Museum of Art in 1938, may be the largest surviving fully matching set of English drinking glasses from the mid 18th century (see *Glass Circle News* no. 119, June 2009, p. 16). The set of glasses in the present lot recently discovered in Holland therefore represents a remarkable survival. According to Geoffrey Seddon, *The Jacobites and their Drinking Glasses* (1995), the decoration may be attributed to Engraver E.





# 17<sup>TH</sup> CENTURY GLASS

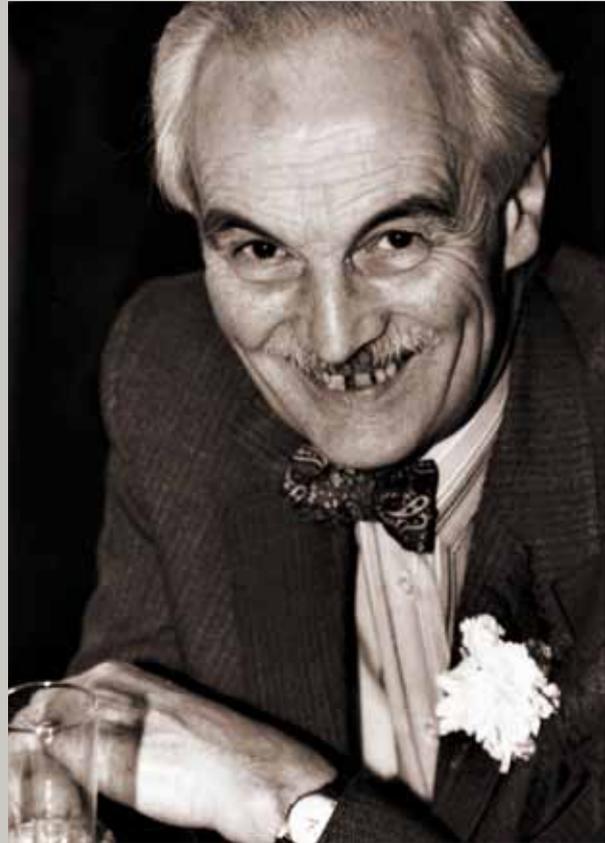
## The Henry J. Mein Collection

Lots 69 - 95

Henry J. Mein was born in 1920 to a north Nottingham mining engineering family. From an early age he was interested in Ancient Greece, Egypt and the Middle East and wished to become an archaeologist. However he was articled to John Woolatt, architect in Nottingham in 1937, completing his RIBA qualification in 1947 - his training having been interrupted by WWII when he served in the Royal Artillery. He set up his own architecture practice in 1953 which continues today as the Henry Mein Partnership.

Henry's glass collection was started when he inherited a keepsake from his Grandfather, a glass with a bucket bowl and an air twist stem of about 1765. He liked it because of its form and shape - an interest reflected in his work as a sculptor of both public art and domestic scale pieces. This glass was, unfortunately, broken during the war. Replacing it started an interest in building a wider collection. Over the years the collection was built and refined and as time went on he sought out earlier and earlier examples of the glass blowers art, reaching back towards the seventeenth century. In general the pieces in the collection have simple shapes and very few have any sort of engraved or enamelled decoration.

The impetus to seek out 17th Century glass began when he made a lucky find. During a holiday he stopped at a 'closing down' sale of a country glass dealer. On a half price table he saw what he was convinced was a pair of 17th century single flint glasses. He bought them for a very small sum and they were sent down to London to



Derek Davis at Aspreys for his opinion. Derek agreed with him and he was thrilled to have made such a find in such a way. Ever an enthusiast, this set the tone for later collecting - he threw himself into research of the early period, investing in a significant collection of books and visiting other collections.

Henry Mein studied copies of manuscripts (from the British Museum) of the correspondence between Alessio Morelli and John Greene for the Glass Sellers company (1667- 73) relating to orders for glass made in Venice for the London market. Henry made links between the drawings and his own collection-- his view was that the drawings were probably full sized. He also enjoyed researching the coat of arms on perhaps the most significant piece in the collection, a large goblet with 'nupt-diamond-waies'. This was one of many pieces in the collection that had been found for Henry through his friendship with Derek Davis. With assistance from R O Dennys at the College of Arms, Henry concluded that the glass was probably created to celebrate a marriage in London in 1699 and thus the goblet could have been made in the Hawley Bishopp Glasshouse.

On his 65th Birthday Henry decided that he would make no more purchases. Over the previous five years he had become increasingly interested in researching Byzantine churches in the Mani, making frequent visits to Greece, to well off the beaten track locations, learning the language and combining his architectural, archaeological and culinary interests, which continued until his death in 2001.

Further glass from the Henry J. Mein Collection will be included in a sale at Bonhams Oxford salerooms in January 2015.



69  
**A FAÇON DE VENISE WINE GLASS, SECOND HALF 17TH CENTURY**

Netherlands or English, with a very thin round funnel bowl with an even row of gadroons moulded at the base beneath a single fine trail, the hollow stem with small shoulder and basal knobs, on a spreading folded foot, *13.1cm high*

£1,200 - 1,500  
 US\$1,900 - 2,400

**Provenance**  
 With Derek Davis, June 1978  
 The Henry J. Mein Collection



70  
**A FAÇON DE VENISE OCTAGONAL WINE GLASS, SECOND HALF 17TH CENTURY**

The very thin, conical bowl moulded with eight sides, the stem with a hollow spiral baluster knob moulded with an incised twist, below a small shoulder knob and a merese, *15.7cm high*

£1,000 - 2,000  
 US\$1,600 - 3,200

**Provenance**  
 Sold at Sotheby's, 17 May 1982, lot 137  
 With Derek Davis  
 The Henry J. Mein Collection



71  
**A FAÇON DE VENISE WINE GLASS, SECOND HALF 17TH CENTURY**

Probably Netherlands, the conical bowl moulded with 'nipt diamond waies', the stem with a hollow quatrelobed knob between mereses, the folded foot lightly moulded with radiating flutes, *14.3cm high*

£2,000 - 3,000  
 US\$3,200 - 4,900

**Provenance**

With Derek Davis, June 1982  
 The Henry J. Mein Collection

A very similar example is in the Rijksmuseum, inv. N.M.10754-30, illustrated by van Eck and Zijlstra-Zweens, *Glass in the Rijksmuseum* (1993), vol.1, p.37, cat.34. Compare also to the examples sold in these rooms, 30 November 2011, The A. C. Hubbard Collection, lot 5, and 1 May 2013, The Peter Meyer Collection, lot 3.



72  
**A FAÇON DE VENISE WINE GLASS, SECOND HALF 17TH CENTURY**

The slightly-flared conical bowl with a solid base, set on a hollow baluster knob between mereses, on a spreading folded foot, *16.5cm high*

£1,500 - 2,000  
 US\$2,400 - 3,200

**Provenance**

With Derek Davis, June 1982  
 The Henry J. Mein Collection



73

**A MASSIVE FAÇON DE VENISE GOBLET,  
SECOND HALF 17TH CENTURY**

Probably Netherlands or possibly English, the plain conical bowl solid at the base, set on a ball knob and a conical folded foot, 25.7cm high (slight cloudiness to the bowl)

£3,000 - 5,000  
US\$4,900 - 8,100

**Provenance**

Sold at Sotheby's, 10 March 1980, lot 56  
With Derek Davis  
The Henry J. Mein Collection

This shape appears in the drawings accompanying the letters of the London glass-seller John Greene to his Venetian supplier Allesio Morelli, 1667-72. Glasses of this form were probably intended for beer. The size of the present lot is exceptional.

74

**A VENETIAN OR FAÇON DE VENISE WINE OR  
BEER GLASS, 17TH CENTURY**

Of plain conical form on a hollow ball knob and folded conical foot, 14.5cm high

£1,000 - 1,500  
US\$1,600 - 2,400

**Provenance**

The Cartwright Collection, Aynho Park  
With Derek Davis, June 1980  
The Henry J. Mein Collection

Another example is illustrated by E. Barrington Haynes, *Glass Through the Ages* (1959), pl. 54, fig. a.

The shape and size of this glass closely resembles drawings in the letters sent by John Greene to his Venetian supplier in 1671, ordering glass for the English market.

75

**A FINE VENETIAN OR FAÇON DE VENISE  
GOBLET, 17TH CENTURY**

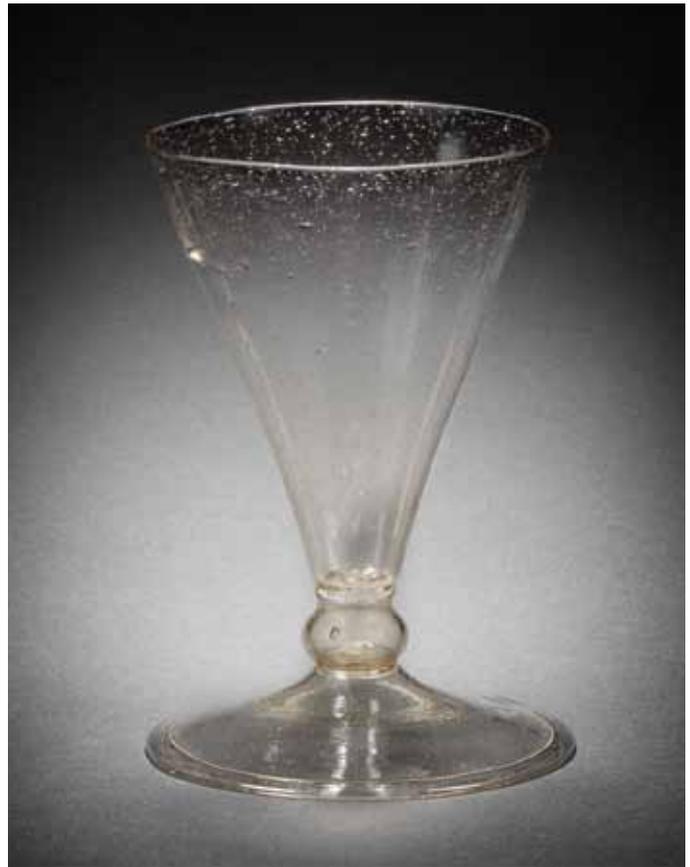
With a thin and plain round funnel bowl, the stem with a hollow 'ribbed' knob between small mereses, on a folded foot, 16.3cm high

£1,500 - 2,000  
US\$2,400 - 3,200

**Provenance**

With Derek Davis, July 1985  
The Henry J. Mein Collection

The shape and size of this glass closely resembles drawings in the letters sent by the London glass dealer John Greene to Alessio Morelli, his Venetian supplier in 1671, ordering glass for the English market.



74



75



76

**76  
A FAÇON DE VENISE WINE GLASS, CIRCA 1650-80**

With a thin, trumpet shaped bowl on a hollow inverted baluster stem with a merese at the base, on a conical folded foot. *16.2cm high*

**£800 - 1,200  
US\$1,300 - 1,900**

**Provenance**

With Derek Davis, 1981  
The Henry J. Mein Collection

77

**AN INTERESTING SMALL WINE OR GIN GLASS, PROBABLY 18TH CENTURY**

With laticinio decoration, the bell bowl and the flattened foot both decorated internally with *vetro a retorti*, the opaque twist stem with a multiple-spiral gauze and a shoulder knob, *11.4cm high*

**£500 - 1,000  
US\$810 - 1,600**

**Provenance**

The Anthony Waugh Collection, sold at Sotheby's, 28 April 1980, lot 136  
The Henry J. Mein Collection



77

**78  
AN EARLY ALE FLUTE, CIRCA 1690-1700**

The conical bowl moulded on the lower part with spirals forming a flammiform fringe, on a merese set on a propeller stem with a pincer diaper pattern, small basal knob and folded foot, *17.4cm high*

**£1,200 - 1,500  
US\$1,900 - 2,400**

**Provenance**

The Henry Brown Collection, sold at Sotheby's, 25 February 1947, lot 95  
The Walter Smith Collection, sold at Sotheby's, 4 December 1967, lot 10  
With Algenon Asprey, August 1976  
The Henry J. Mein Collection

**Literature**

W. A. Thorpe, *A History of English and Irish Glass* (1929), pl. 65, fig. 3



78



79

79

**AN EARLY SHORT ALE GLASS OR WINE GLASS, CIRCA 1690-1700**

The conical bowl with unusual spiked gadroon moulding at the base, set on a propeller stem with four pincer wings above a small basal knob and folded conical foot, 12.6cm high

£1,000 - 2,000  
US\$1,600 - 3,200

**Provenance**

With Derek Davis, September 1980  
The Henry J. Mein Collection

Closely related examples with funnel bowls are illustrated by W. A. Thorpe, *A History of English and Irish Glass* (1929), pl. 26, fig. 1, and by E. Barrington Haynes, *Glass Through the Ages* (1959), pl. 59, fig. g.

80

**TWO EARLY WINE GLASSES, CIRCA 1680**

English or Netherlands, both with a slender conical funnel bowl set on a merese and flattened knob above a propeller stem, on plain conical feet, 15.8cm and 17.8cm high (2)

£1,600 - 2,000  
US\$2,600 - 3,200

**Provenance**

The smaller glass from the Mr and Mrs Fritz Biemann Collection, Zurich  
Sold at Sotheby's 17 May 1982, lot 122  
With Derek Davis, July 1982 and October 1981  
The Henry J. Mein Collection



80



81

**A FINE AND EARLY ENGRAVED ARMORIAL BALUSTER  
GOBLET, LATE 17TH CENTURY**

The generous round funnel bowl heavily moulded with 'nupt diamond waies' at the base, engraved with a coat of arms, the stem comprising a teared ball knob flanked by double collars, above a teared inverted baluster section with basal collar, over a conical folded foot, 27.8cm high

**£8,000 - 12,000**  
**US\$13,000 - 19,000**

**Provenance**

With Derek Davis, 1977  
The Henry J. Mein Collection

The arms of a chevron with two mullets above and a fleur-de-lys below, are similar to those granted to Benjamin Bonnet. The grant of Arms in England to Benjamin Bonnet was made in 1751 and refers to him as the son of Lewis (Louis) Bonnet of Die in the province of Dauphine, France. As a Huguenot, Lewis Bonnet had moved to England when the Edict of Nantes was revoked in 1685. The same arms granted to Benjamin Bonnet are likely to have been used by his father, Lewis Bonnet prior to the grant of 1751. The crest of the Bonnet family was a unicorn's head rather than the fleur-de-lys which appears above the helmet on the arms on the present lot. It is possible that the Bonnet family used this fleur-de-lys as a symbol of their French heritage, before the unicorn crest was officially granted to Benjamin Bonnet in the 18th century.

It is likely that this goblet was commissioned to commemorate the marriage of Lewis Bonnet to Mariana Bureau in St. Martin Ludgate on 13 March 1699. Lewis was then of the parish of St. Anne Soho in the City, and his wife was of the parish of St. Martin in the Fields. Other references to Lewis Bonnet appear in the records of French churches in London; for example, Lewis Bonnet was godfather to a child named Louis Marechal, baptised in 1728. There is another reference to a Lewis Bonnet as a godfather to a child in 1711 from St. Martin Orgars French Church.

The date of this goblet suggests that it is a product of a London glass-house. As Lewis and Mariana resided in Soho and St. Martin in the Fields at the time of their marriage, it seems likely they would have commissioned this glass from the nearby Savoy Glass-house at the end of the Hawley Bishopp period.





82

82  
**THREE FACON DE VENISE WINE GLASSES,  
 CIRCA 1670-90**

Comprising a pair of small wine glasses with plain round funnel bowls and hollow inverted baluster stems, *13.2cm high* (slight crizzling), and a single wine glass of similar type with a thin, bucket bowl, on a hollow swelling stem, *15.4cm high* (3)

**£1,100 - 1,500**  
**US\$1,800 - 2,400**

**Provenance**

The single glass with Derek Davis, June 1979  
 The Henry J. Mein Collection



83

83  
**THREE FAÇON DE VENISE WINE GLASSES,  
 LATE 17TH CENTURY**

Comprising a wine glass with thin, conical bowl on a hollow square-section moulded stem, folded foot, *16.2cm high*, a larger wine glass with a trumpet bowl and plain stem, *19cm high*, and a 'toasting glass' with a very thin stem extending to form a trumpet bowl, *17.7cm high* (3)

**£1,000 - 1,500**  
**US\$1,600 - 2,400**

**Provenance**

With Derek Davis, 1981 and 1982  
 The Henry J. Mein Collection



84

84  
**TWO SHORT ALE GLASSES AND A MOULDED  
 WINE GLASS, EARLY 18TH CENTURY**

The ale glasses both with round funnel bowls with wrythen moulding to the lower part, the stems also with wrythen moulding and with shoulder and basal knobs, on folded feet, *12.7cm and 12.8cm high*, together with a small wine glass, the funnel bowl with all-over fine tear-drop moulding, the wrythen-moulded or incised-twist stem with an inverted baluster between shoulder and basal knobs, *14.1cm high* (3)

**£1,000 - 1,500**  
**US\$1,600 - 2,400**

**Provenance**

The ale glasses with Derek Davis, 1974 and 1982,  
 and the wine glass with Kemp, 1975  
 The Henry J. Mein Collection



85

**85  
FOUR SHORT ALE GLASSES, EARLY 18TH CENTURY**

Three with round funnel bowls with wrythen moulding to the lower part, the stems also with wrythen moulding, two of these with shoulder and basal knops on conical folded feet, *12cm and 12.1cm high*, the third with a shoulder knop on a conical foot, *10.1cm high*, together with an unusual glass with a conical bowl with wrythen moulding to the lower part, on a conical foot without a stem, *10.9cm high* (4)

**£1,000 - 1,500  
US\$1,600 - 2,400**

**Provenance**  
The Henry J. Mein Collection

**86  
A MOULDED BALUSTER WINE GLASS, CIRCA 1730**

The trumpet bowl moulded with an all-over diamond honeycomb pattern, set on a four-ring annular knop above a dumbbell section between flattened knops, an undulating stem section below, on a heavy domed foot, *16.3cm high*

**£1,000 - 1,400  
US\$1,600 - 2,300**

**Provenance**  
With Kemp, May 1975  
The Henry J. Mein Collection

For related glasses see Sydney Crompton, *English Glass*, pl. 62 and L. M. Bickerton, *Eighteenth Century English Drinking Glasses* (1987), no. 93. See also lot 30 in this sale for another example on a moulded foot.



86



87

**A HEAVY BALUSTER GOBLET AND COVER, CIRCA 1710-20**

The round funnel bowl with a solid base, set on a wide angular knop and teared knop, on a conical folded foot, the domed cover with a teared pointed finial set on a squat knop and a merese, 26cm high (2)

£2,000 - 3,000

US\$3,200 - 4,900

**Provenance**

With Gerald Sattin, January 1984  
The Henry J. Mein Collection

While it was normal practice on the Continent to provide covers for goblets, English glasses very rarely survive with corresponding lids. The present example fits remarkably well and there is every reason to believe these have stayed together for three centuries. The scarcity of surviving lids on baluster glasses is discussed by Dwight Lanmon, *The Golden Age of English Glass* (2011), p.106, cat. no.20.



88

**A MASSIVE BALUSTER ROEMER OR GOBLET, CIRCA 1700**

The generous cup-shaped bowl with an evenly-formed band of flutes or gadroons at the base, set on a teared triple annular knob and short plain section above a teared basal knob, on a conical folded foot, 22.5cm high

£4,000 - 5,000

US\$6,500 - 8,100

**Provenance**

With Derek Davis, February 1981  
The Henry J. Mein Collection

In his catalogue of the John Bryan Collection, *The Golden Age of English Glass* (2011), Dwight Lanmon discusses as fig.13 another, even larger 'roemer' of related type, which he dates to c.1690-1710. These probably had a ceremonial use in clubs, where each person would take a drink in turn, while others were used as 'welcome' glasses. Lanmon also notes that many glasses with massive bowls show wear and scratching in the base of the bowl, suggesting the contents were stirred and so this might also have been used as a punchbowl.



89

**THREE EARLY WINE GLASSES, LATE 17TH CENTURY**

Probably English, comprising a goblet perhaps for ale or beer, with a tall round funnel bowl on a wythen-moulded double-knopped stem and plain conical folded foot, *14.7cm high*, a wine glass with conical bowl set on a quatrelobed hollow knob above a hollow hourglass stem, folded foot, *14cm high*, and a wineglass with a large plain conical bowl on a wide bladed or angular knob, conical folded foot, *13.9cm high* (3)

**£1,700 - 2,200**  
**US\$2,800 - 3,600**

**Provenance**

With Derek Davis, 1980-82  
 The Henry J. Mein Collection

The so-called 'beer-glass' matches an example in the John Bryan Collection, illustrated by Dwight Lanmon, *The Golden Age of English Glass* (2011), pp. 76-77, fig. 7. The early date is confirmed by fragments of similar glass buried by the earthquake or fire that devastated Port Royal, Jamaica, in 1692 and 1703 (see Lanmon (2011), p. 78 and also p. 79 for an example inscribed *God Bless King Wilyam*). Related quatrelobed knobs matching the second glass in this lot were also found at Port Royal.

90

**TWO HEAVY BALUSTER WINE GLASSES, CIRCA 1720**

Comprising a small wine with round funnel bowl solid at the base, on a small cushion above a teared knob set on a true baluster, folded conical foot, *14.3cm high*, and a larger wine glass with a conical funnel bowl, on a teared inverted baluster above a small, slightly formed basal knob, folded foot, *17.3cm high* (2)

**£1,200 - 1,600**  
**US\$1,900 - 2,600**

**Provenance**

The larger wine glass with John Brooks, September 1979  
 The Henry J. Mein Collection



90



91

91

**TWO BALUSTER WINE GLASSES, CIRCA 1730**

One with a bell bowl with a solid teared base, the stem with a three-ring annular knob and small basal knob, folded foot, *15.4cm high*, the other also with a bell bowl, on a beaded knob above a small cushion, plain straight section and basal knob, domed foot, *16.4cm high (2)*

£1,100 - 1,500

US\$1,800 - 2,400

**Provenance**

Both glasses with Derek Davis, April 1967  
The shorter glass from the Graeme and Molly Cranch Collection  
The Henry J. Mein Collection

**Exhibited**

Victoria and Albert Museum English Glass, July-August 1968, item 93

92

**A BALUSTER ROEMER OR MEAD GLASS, CIRCA 1700-20**

The cup-shaped bowl with an evenly-formed band of flutes or gadroons at the base, set on a hollow inverted baluster stem with upper and basal knobs, over a conical folded foot, *14.8cm high*

£1,000 - 1,400

US\$1,600 - 2,300

**Provenance**

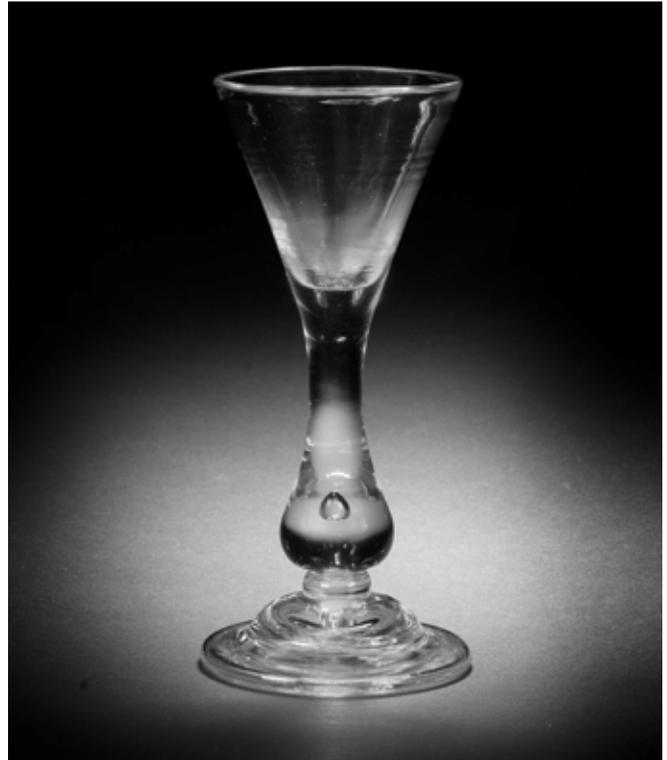
With Derek Davis, March 1977  
The Henry J. Mein Collection



92



93



94



95

93

**A BALUSTER WINE GLASS, CIRCA 1720**

The round funnel bowl with a single bead set in the base, on a teared three-ring annular knob, above a basal knob and domed foot, *14.3cm high*

**£800 - 1,200**  
**US\$1,300 - 1,900**

**Provenance**

With Dormer Antiques, June 1978  
The Henry J. Mein Collection

94

**A RARE BALUSTER 'TRUE KIT-CAT' WINE GLASS, CIRCA 1720-30**

With a flared drawn trumpet bowl set on a teared true baluster stem with a small cushioned basal knob, over a domed and folded foot, *15.7cm high*

**£800 - 1,200**  
**US\$1,300 - 1,900**

**Provenance**

With Gerald Sattin, July 1979  
The Henry J. Mein Collection

Glasses of this type are known as 'Kit-Cat' glasses after the painting by Sir Godfrey Kneller of two members of the Kit-Cat Club, now in the National Portrait Gallery. Painted c.1721, this shows a near-identical glass to the present lot. It is thought that similar glasses, with true baluster stems, were specifically made for the club's meetings, where they were used to toast famous beauties of the day. A similar glass but with a conical foot is included as lot 125 in this sale.

95

**TWO BALUSTER WINE OR CORDIAL GLASSES, CIRCA 1720-30**

Comprising a small wine or cordial glass with a trumpet bowl on a small cushion knob set on a teared inverted baluster and slight basal knob, folded foot, *14.1cm high*, and a cordial glass with small waisted bucket bowl with a cushioned base, the stem with a central hollow swelling knob, small basal knob and plain conical foot, *16.2cm high* (2)

**£1,200 - 1,600**  
**US\$1,900 - 2,600**

**Provenance**

The former with Derek Davis, December 1978, and the latter with John Brooks, 1976  
The Henry J. Mein Collection



# **CANDLESTICKS AND TAPERSTICKS**

from a London Collection

Lots 96 - 105

96

**A GOOD HEAVY BALUSTER CANDLESTICK,  
CIRCA 1720**

The cylindrical sconce with basal swelling and applied neck ring, set on a stem comprising upper and basal beaded cushion knops between collars, and a central teared annular knop between drop knops, over a domed terraced foot, 22.7cm high

£2,500 - 3,000

US\$4,000 - 4,900



97

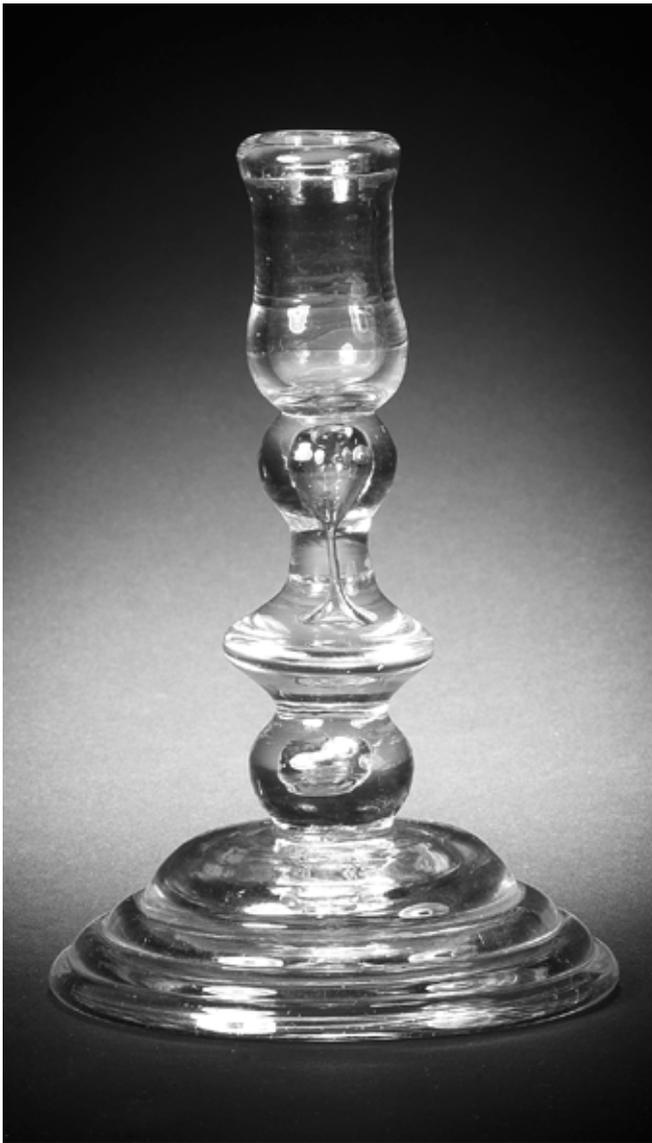
**A BALUSTER CANDLESTICK, CIRCA 1740**

The cylindrical slightly waisted sconce set on a bobbin section comprising four cushion knops, over a teared true baluster above a collar and angular knop, with a basal annular knop, over a domed foot with moulded ring at the edge, *13.5cm high*

£1,200 - 1,500

US\$1,900 - 2,400





98

**A FINE BALUSTER TAPERSTICK, CIRCA 1730-40**

The slender nozzle with folded rim, set on a baluster stem with upper teared inverted baluster section, central teared angular knob and basal teared ball knob, over a domed terraced foot, *12.1cm high*

£1,800 - 2,500  
US\$2,900 - 4,000

**Literature**

Illustrated by G Bernard Hughes, *English, Scottish and Irish Table Glass* (1956), p.326, pl.248



99

**A MULTI-KNOPPED TAPERSTICK, CIRCA 1735-45**

The slender nozzle with folded neck ring, set on a multi-knopped stem including a central four-ringed annulated knob and a basal beaded knob, over a domed terraced foot, *14.1cm high*

£1,500 - 2,000  
US\$2,400 - 3,200



100

**A GOOD PAIR OF MOULDED-STEM  
TAPERSTICKS, CIRCA 1750**

The nozzles with folded rims set on tapering, moulded six-sided or hexagonal stems containing tears, over eight-sided panel-moulded and domed feet, *12.4cm and 12.5cm high (2)*

**£1,500 - 2,000  
US\$2,400 - 3,200**

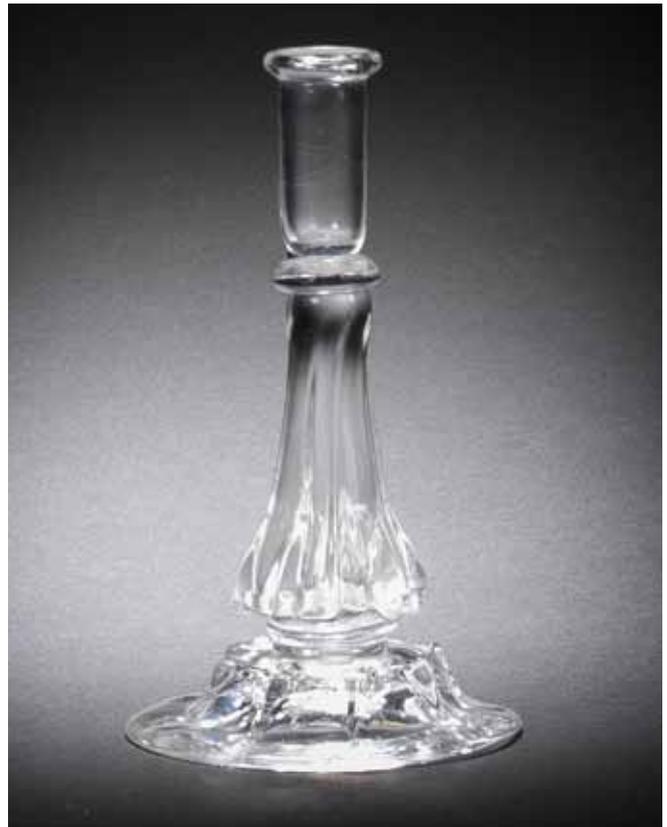
101

**A PANEL MOULDED TAPERSTICK, CIRCA 1750**

The slender nozzle with folded neck ring set on an annular collar above a tapering octagonal moulded stem, over an eight-sided panel-moulded and domed foot, *11.7cm high*

**£800 - 1,200  
US\$1,300 - 1,900**

A pair of very similar tapersticks is illustrated by Dwight Lanmon, *The Golden Age of English Glass* (2011), pp. 232-233, cat. 80A, B.





102

**A FINE OPAQUE-TWIST TAPERSTICK, CIRCA 1750-60**

The long and slender cylindrical nozzle with everted rim set on four graduated rings, on an unusual opalescent opaque-twist stem between a ball knob and an applied collar, with upper and basal beaded cushion knobs, over a domed terraced foot, *17cm high*

£1,800 - 2,000  
US\$2,900 - 3,200

A comparable opaque-twist taperstick is illustrated by Dwight Lanmon, *The Golden Age of English Glass* (2011), pp. 236-237, cat. 84.



103

**AN UNUSUAL AIRTWIST TAPERSTICK, CIRCA 1750-60**

The slender flute-moulded nozzle with broad drip pan set on a multiple-spiral airtwist stem with a small upper cushion knob and three further evenly spaced knobs, above a five-ringed annulated knob, over a honeycomb-moulded domed foot, *16cm high*

£1,800 - 2,500  
US\$2,900 - 4,000

An almost identical candlestick, but with a larger nozzle, was sold in these rooms, 8 December 2004, lot 118.



104

**A FACETED TAPERSTICK, CIRCA 1780 AND TWO LOW CANDLESTICKS, 18TH CENTURY**

The taperstick with slender faceted nozzle and a broad scalloped drip pan, set on a diamond-faceted stem over a faceted domed foot with a scalloped rim, *15.4cm high* (rim and footrim chipped), the low candlesticks both with a cylindrical scone with folded rim, set on domed and folded feet, one with an everted footrim, *8.3cm and 8.1cm high* (3)

£800 - 1,200

US\$1,300 - 1,900

A similar faceted taperstick was sold in these rooms, 15 December 2010, lot 36. A low candlestick very similar to the two in the present lot was formerly in Robert Frank's collection and is illustrated by Graydon Stannus, *Old Irish Glass* (1921), pl. 37, where it is described as an early 18th century Irish rushlight holder.

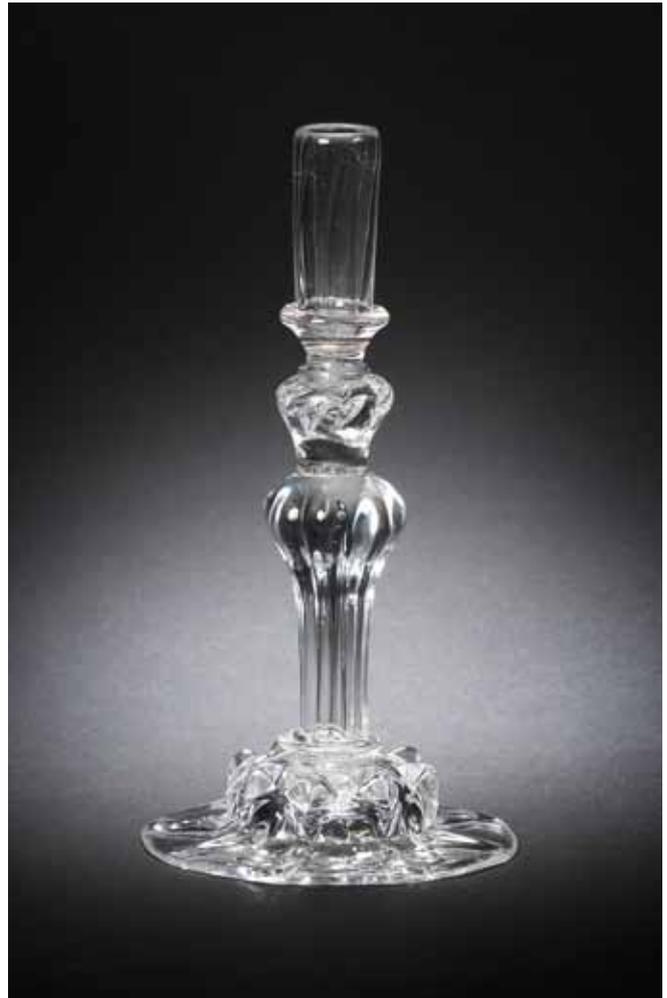
105

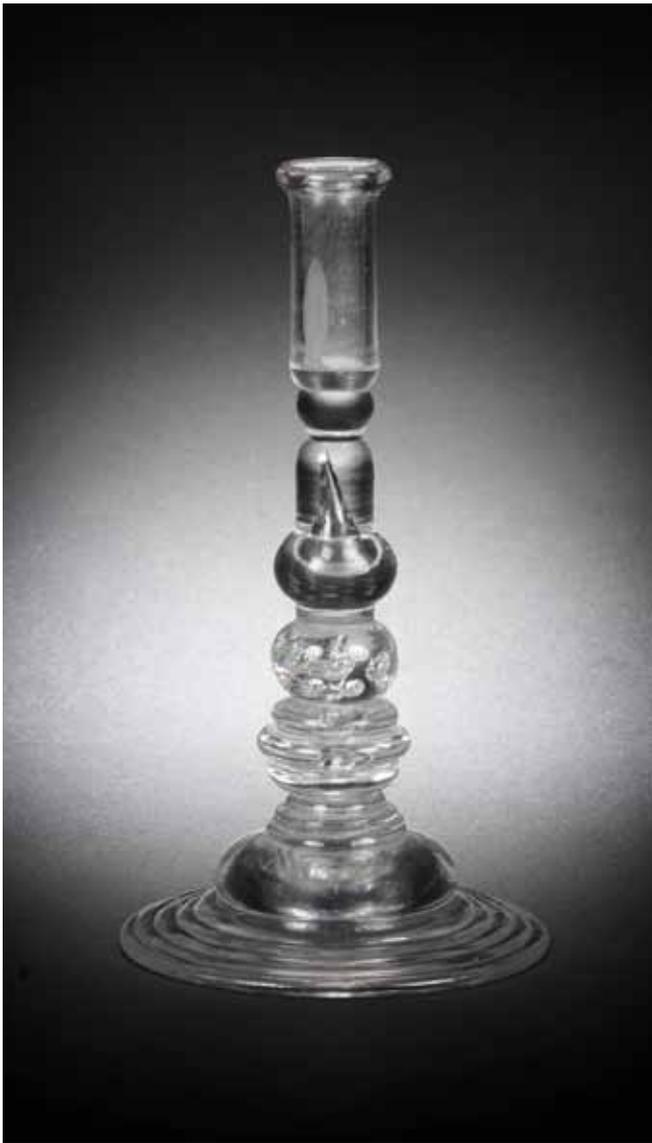
**A MOULDED STEM TAPERSTICK, CIRCA 1740**

The cylindrical moulded nozzle set on a collar over a beaded knob, on an octagonal moulded stem with a basal collar, the domed foot also panel-moulded with pronounced diamond studs, *14.1cm high*

£1,200 - 1,800

US\$1,900 - 2,900





106

**A BALUSTER TAPERSTICK, CIRCA 1720-40**

The slender nozzle with folded neck ring, set on a multi-knopped baluster stem incorporating a teared acorn knob above a beaded knob and teared triple-annulated knob, over a domed and terraced foot, *13.3cm high* (chip to annulated knob)

£1,000 - 1,500

US\$1,600 - 2,400



107

**A SOUTH STAFFORDSHIRE OPAQUE WHITE GLASS  
CORNUCOPIA WALL POCKET, CIRCA 1750-60**

Of tapering horn shape with a hooked end and crisply-moulded spiral ribs, the flattened back pierced with two suspension holes, *22.7cm high*

£400 - 600

US\$650 - 970

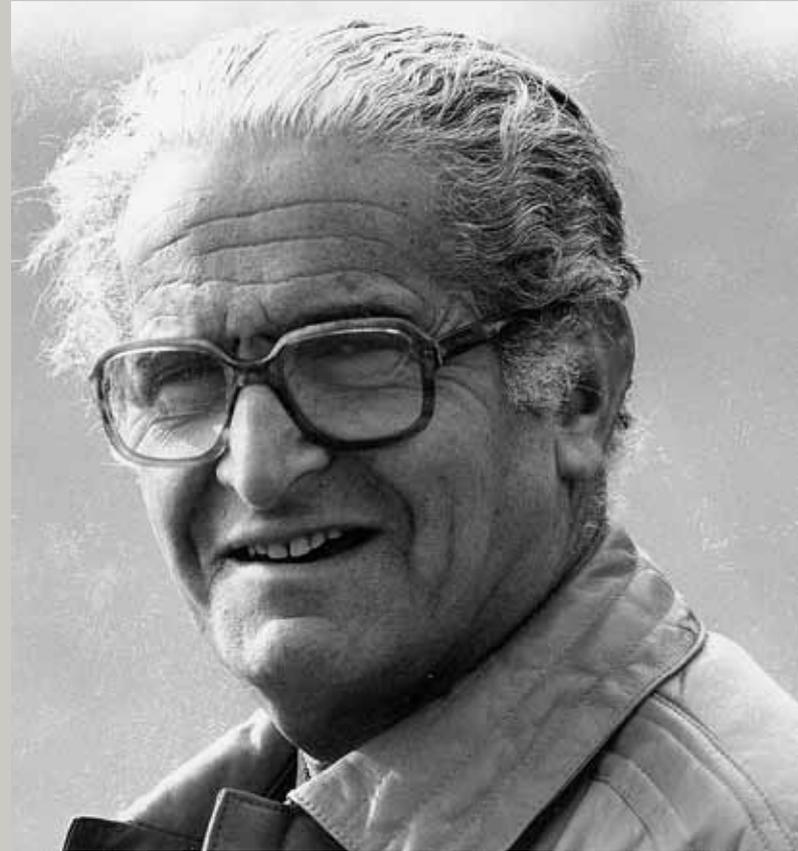
A pair of identical cornucopias was sold in these rooms 16 December 2009, lot 94.

# THE JOHN TOWSE COLLECTION

Lots 108 - 119

John Towse came to the UK just before the 2nd World War. On being granted British citizenship in 1949, he anglicised his name, boasting ever after, that he was "British made." In his native Hungary he had trained as a lawyer but in Britain he became a businessman with his wife's family firm, S Oppenheimer. As well as stationery, the company produced mechanical toys to suit children's pockets and John Towse was one of the first to take up felt-tip pens from Korea. He became a director of the Harrogate Toy Fair and he offered his practical expertise to the British Standards Institute in the drafting of the first British Toy Safety Standards.

John's interest in glass began when he wanted to brighten his very basic, rented cottage with something decorative. Starting with just two simple rummers, he developed a lifelong interest and expertise in 18th century English drinking glasses. John loved looking at all kinds of glass and his collection included Georgian cut glass, European and Oriental glass, as well as some 20th century studio glass and various glass curiosities. He maintained an extensive



library of books on glass and enjoyed researching his acquisitions. He built up one collection of heavy baluster glasses and another of stemmed cordials, the latter sold in an exhibition at the glass dealers Delomosne and Son in 1997. He was a stalwart of the Glass Circle and his close involvement with this society brought him the friendship of curators, dealers and fellow collectors. John Towse maintained that the best way to know an Englishman is through his leisure interests. He edited the Glass Circle's scholarly Journal, in which he commented on museums, exhibitions and auction sales and in this capacity he never missed a glass sale at Phillips or Bonhams.

Further glass from the John Towse Collection is included in a sale at Bonhams Oxford salerooms on 29 October 2014.



108

**A FINE DUTCH ENGRAVED ARMORIAL WINE GLASS, CIRCA 1750-60**

The round funnel bowl finely decorated with laurel swags suspended from rings, from which hang two shields, one containing the arms of the Province of Holland, the other with martial trophies, all between formal borders, set on a multi-faceted inverted baluster stem incorporating a central beaded knob, over a conical foot, *18.2cm high*

**£1,200 - 1,500**  
**US\$1,900 - 2,400**

**Provenance**

Sold at Christie's, 4 June 1985, lot 64  
The John Towse Collection

An almost identical glass was sold at Sotheby's, 12 November 1984, lot 70.



109

**A DUTCH-ENGRAVED LIGHT BALUSTER GOBLET, CIRCA 1760**

The funnel bowl decorated with a banderole with scrolling foliage terminals, inscribed *PAX INTRANTIBUS*, the reverse decorated with a starburst, supported on a slender multi-knopped teared stem, over a conical folded foot, *21.5cm high*

**£1,200 - 1,600**  
**US\$1,900 - 2,600**

**Provenance**

Sold at Christie's, 7 October 1996, lot 78  
The John Towse Collection

110

**A DUTCH-ENGRAVED ARMORIAL MOULDED-STEM GOBLET, CIRCA 1720**

The generous round funnel bowl with solid teared base, decorated with the Dutch Republic Lion holding a sword and arrows, flanked by the crowned arms of the Seven United Provinces, each linked by looped swags decorated with circlets, set on a four-sided moulded stem enclosing an elongated tear, over a conical folded foot, 20.3cm high (chip to stem)

£2,000 - 2,500

US\$3,200 - 4,000

**Provenance**

With Kunsthandel J. Polak, June 1984  
The John Towse Collection

For other glasses engraved with the arms of the Seven United Provinces, see those sold in these rooms, 15 June 2011, lot 212 and by Christie's Amsterdam, 21-22 September 2010, lot 310.





111

**AN ENGRAVED 'LIBERTY' WINE GLASS, CIRCA 1740-50**

The round funnel bowl with solid base containing a tiny tear, finely decorated with the White Horse of Hanover, rearing up flanked by flowering bushes, beneath a banderole inscribed *AUREA LIBERTAS*, the reverse cut with a star, set on a cushion knob above an eight-sided stem moulded with diamonds, over a conical folded foot, *15cm high*

**£1,500 - 2,000**  
**US\$2,400 - 3,200**

**Provenance**

The John Towse Collection

Another Liberty glass with a moulded stem and related engraving was in the Harvey's Wine Museum Collection, lot 153, and the Walter Smith Collection, lot 677. It was sold again in these rooms 6 June 2007, lot 35.



112

**A LIGHT-BALUSTER WINE GLASS, CIRCA 1740**

The conical bowl set on a multi-knopped stem comprising a cushion knob above a beaded knob and a central angular knob over a true baluster section, conical foot, *19.1cm high* (chips to footrim)

**£1,000 - 1,500**  
**US\$1,600 - 2,400**

**Provenance**

The John Towse Collection



113

**A COMPOSITE STEM WINE GLASS, CIRCA 1730-35**

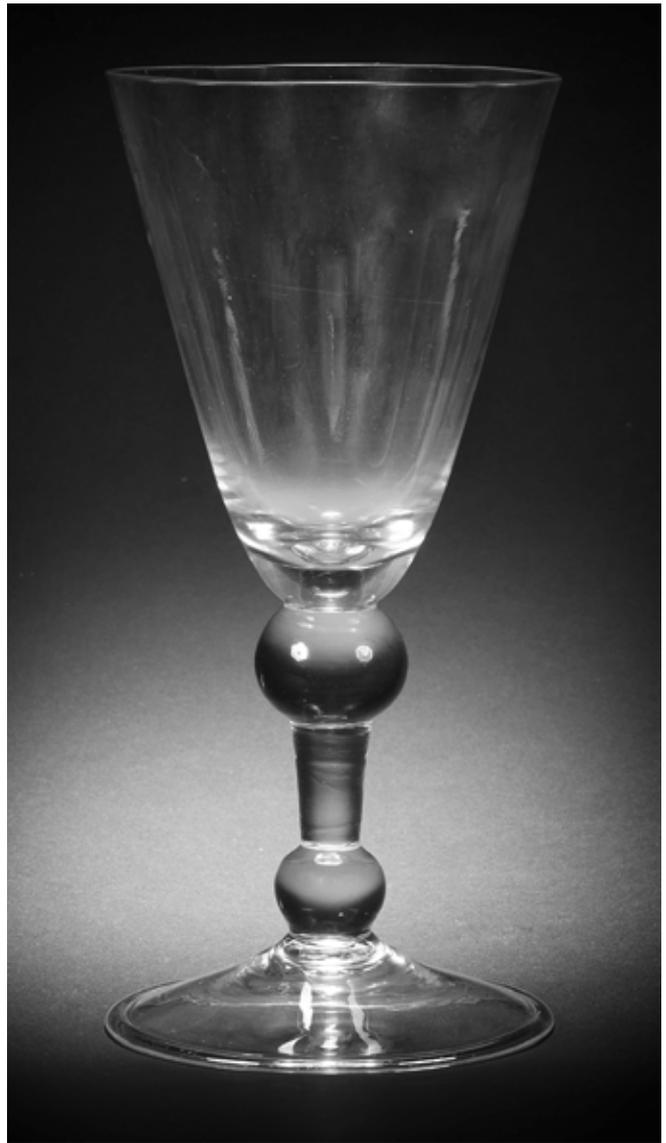
The bell bowl set on a composite stem comprising a short plain section above a cushion knob, over a large beaded basal knob and a heavy flat firing foot, *16.3cm high* (small nick to rim of foot)

£600 - 800

US\$970 - 1,300

**Provenance**

The Collection of the Earl of Bradford (Viscount Newport), Weston Park, Shropshire  
The John Towse Collection



114

**A BALUSTER GOBLET, CIRCA 1700-10**

The generous round funnel bowl solid at the base, set on a large globular knob above a plain stem with globular basal knob, over a conical folded foot, *20.6cm high*

£700 - 1,000

US\$1,100 - 1,600

**Provenance**

The John Towse Collection



115

115

**A COLOUR-TWIST WINE GLASS, CIRCA 1765**

The bell bowl with everted rim, set on a stem incorporating an opaque white multi-ply corkscrew encircled by one opaque red and two translucent green threads, over a conical foot, *15.6cm high*

**£1,200 - 1,500**

**US\$1,900 - 2,400**

**Provenance**

The Joseph Bles Collection, sold at Christie's, 14 May 1936, Lot 89

Anon. sale, Christie's, 3 June 1986, lot 134

The John Towse Collection

**Exhibited**

The Glass Circle 50th anniversary exhibition, 1987 (see the catalogue, *Strange and Rare*, no. 67)

The Pilkington Glass Museum, January until April 1988



116

116

**TWO OPAQUE-TWIST CORDIAL GLASSES, CIRCA 1765**

Both with an ogee bowl set on a double-series opaque-twist stem and conical foot, the first with a rib-moulded bowl engraved with a stylised floral border, *16.8cm high*, the second with a plain bowl, *16.9cm high (2)*

**£800 - 1,200**

**US\$1,300 - 1,900**

**Provenance**

The John Towse Collection

117

**TWO BALUSTER WINE GLASSES, CIRCA 1720-25**

One with a round funnel bowl solid at the base, set on a teared inverted baluster stem with teared basal knob, over a conical folded foot, *15.2cm high*, the other with a round funnel bowl with teared solid base, set on two graduated cushion knobs above an angular knob and teared inverted baluster section, over a terraced foot, *13.4cm high* (nicks to footrim) (2)

**£1,000 - 1,200**

**US\$1,600 - 1,900**

**Provenance**

The John Towse Collection

A glass almost identical to the shorter glass is illustrated by L. M. Bickerton, *Eighteenth Century English Drinking Glasses* (1986), p. 70, cat. 76. It is possible that this is the same glass as that in the present lot.



117

118

**TWO SMALL WINE OR CORDIAL GLASSES, 17TH CENTURY**

The first with a round funnel bowl set on a tall four-sided moulded stem with elongated tear, over a conical folded foot, *16.4cm high*, the second with a flared bucket bowl engraved with a stylised floral band, set on a tall eight-sided moulded stem with diamonds and elongated tear, the basal annulated collar over a conical foot, *17.8cm high* (2)

**£1,000 - 1,500**

**US\$1,600 - 2,400**

**Provenance**

The shorter glass sold at Sotheby's, 7 April 1975, lot 144

The John Towse Collection

An identical glass to the shorter glass in the present lot is illustrated by Ian Wolfenden (ed.), *Historic Glass from Collections in North West England* (1979), p. 64, cat. E9.



118





120

**A HEAVY BALUSTER WINE GLASS, CIRCA 1710-20**

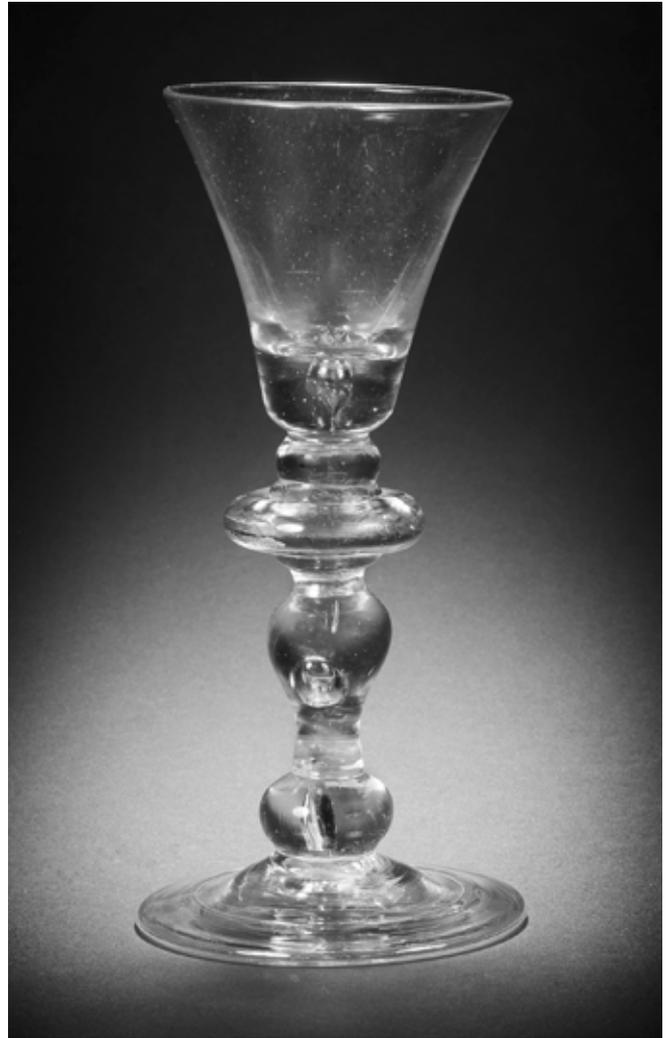
The conical bowl with teared solid base, set on a merese above a stem incorporating a large central globular knob with a basal knob, over a conical folded foot, *15.7cm high* (inside of bowl scratched)

£1,000 - 1,400

US\$1,600 - 2,300

**Provenance**

Sold at Sotheby's, 18 July 1983, lot 47



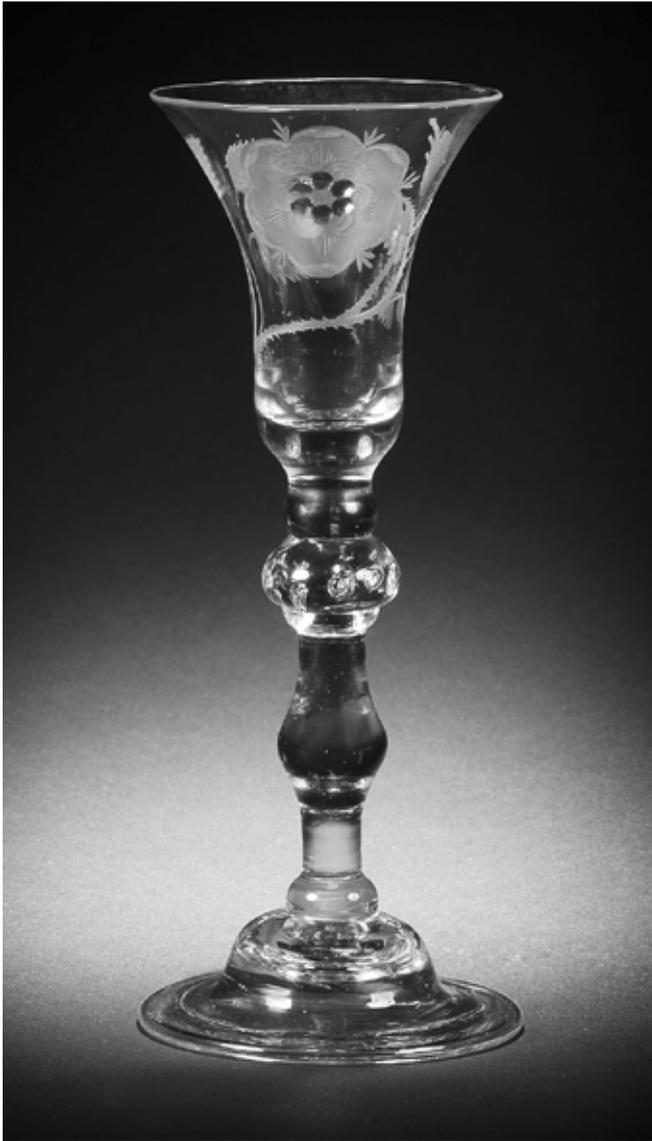
121

**A BALUSTER WINE GLASS, CIRCA 1710-20**

The flared trumpet bowl with a teared solid base, set on a cushion knob above a wide triple-annulated knob and teared inverted baluster section with a teared basal knob, over a conical folded foot, *16.6cm high*

£1,000 - 1,400

US\$1,600 - 2,300



122  
**AN ENGRAVED JACOBITE BALUSTER WINE GLASS, CIRCA 1750**

The bell-shaped bowl decorated with a six-petalled rose on a thorny stem with leaves and a single closed bud, the multi-knopped stem incorporating a small cushion knob above a beaded knob, a plain section with a central swelling knob and small basal knob, above a domed and folded foot, *17.3cm high*

**£1,000 - 1,200**  
**US\$1,600 - 1,900**

**Provenance**  
 Sold at Sotheby's, 6 March 1984, lot 24

An almost identical glass, in the Drambuie Collection, is illustrated by Geoffrey Seddon, *The Jacobites and their Drinking Glasses* (1995), p. 168, pl. 40. Another similar glass in the Tatton Hewetson Collection was sold in these rooms, 13 November 2013, lot 28. According to Seddon (1995), the engraving on this glass may be attributed to Engraver B or C.



123  
**A BALUSTER WINE GLASS, CIRCA 1710-20**

The flared trumpet bowl solid at the base, set on a multi-knopped stem incorporating a cushion knob above a triple-annulated knob, a teared inverted baluster section and basal knob, over a folded conical foot, *16.4cm high*

**£800 - 1,200**  
**US\$1,300 - 1,900**

**Provenance**  
 Sold at Sotheby's, 6 March 1984, lot 73



124

**A BALUSTER WINE GLASS, CIRCA 1725-30**

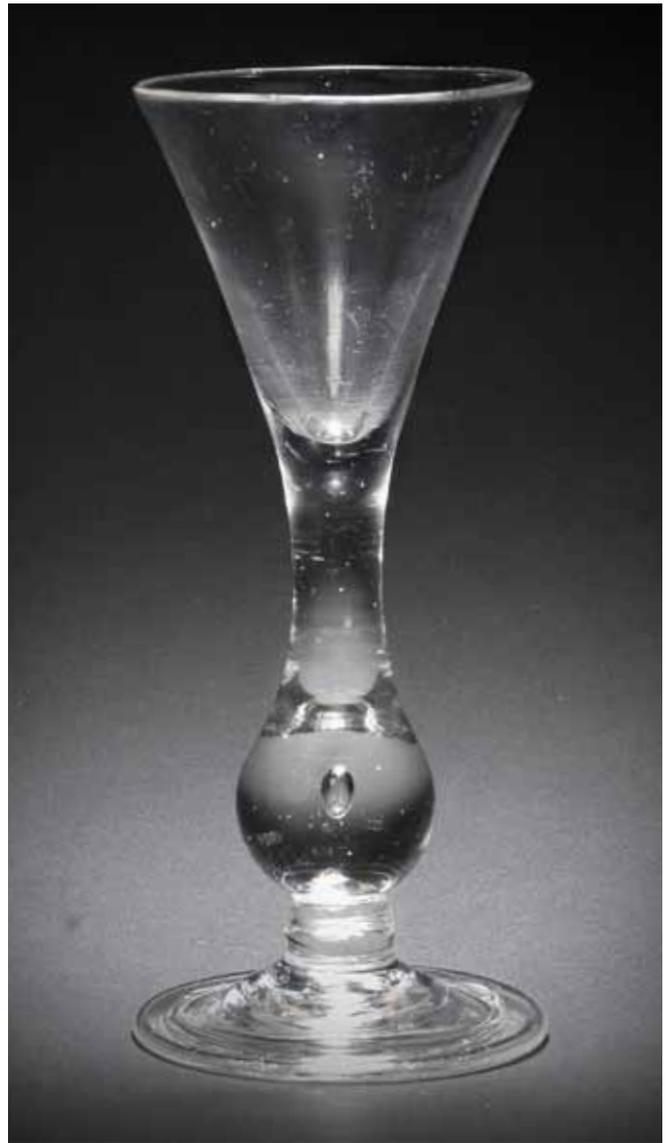
The flared trumpet bowl with teared solid base, set on a merese and cushion knob above a true baluster and teared basal knob, over a conical foot, *17.5cm high*

**£800 - 1,200**

**US\$1,300 - 1,900**

**Provenance**

Sold at Sotheby's, 12 November 1984, lot 290



125

**A RARE BALUSTER 'TRUE KIT-CAT' WINE GLASS, CIRCA 1720-30**

The flared trumpet bowl set on a teared true baluster stem with a basal cushioned knob, over a conical folded foot, *16.1cm high*

**£1,000 - 1,400**

**US\$1,600 - 2,300**

Glasses of this type are known as 'Kit-Cat' glasses, so-called after the glasses depicted in a painting from c.1721 of two members of the Kit-Cat Club by Sir Godfrey Kneller, now in the National Portrait Gallery in London. The Kit-Cat club was a late 17th/early 18th century club based in London, which had strong political and literary associations. It is thought that glasses similar to that in the present lot were specifically made for the club's meetings, a feature of which was the toasting of famous beauties of the day.

Another example with a domed foot is included in this sale as lot 94.



126

**A PAN-TOPPED ACORN-KNOPPED BALUSTER WINE GLASS, CIRCA 1720**

The ogee shaped bowl with a teared solid base, set on a stem with a teared acorn knob and a small basal knob, over a conical folded foot, *13.8cm high*

**£1,500 - 1,800**  
**US\$2,400 - 2,900**

**Provenance**

The Tatton Hewetson Collection, sold in these rooms, 13 November 2013, lot 6

A very similar glass, from the Hamilton Clements Collection is illustrated by W A Thorpe, *English and Irish Glass* (1927), fig.12, image c.

127

**A RARE SWEETMEAT GLASS, CIRCA 1700-20**

The pan-topped bowl moulded with a flammiform design and 'nipt diamond waies' to the base, set on a stem between two collars incorporating a beaded flattened shoulder knob above and a beaded ovoid basal knob, over a domed foot, *15.4cm high*

**£1,200 - 1,800**  
**US\$1,900 - 2,900**



128

128  
**THREE GOOD SWEETMEAT GLASSES, CIRCA 1730-40**

Each with a double-ogee bowl, the first with honeycomb-moulding set on an eight-sided panel-moulded stem over a similarly moulded domed and folded foot, *16.4cm high*, another with rib-moulding set on a beaded knob above an eight-sided panel moulded stem with diamonds at the shoulder, over a rib-moulded domed foot, *15.5cm high*, the last also with rib-moulding, set on a stem incorporating a beaded knob above an inverted baluster section, over a rib-moulded domed foot, *14.5cm high* (3)

£1,200 - 1,600  
 US\$1,900 - 2,600

129  
**TWO HEAVY BALUSTER SWEETMEAT GLASSES, CIRCA 1720-30**

Both with a broad ovoid bowl with everted rim, the first set on a triple-annulated knob above a plain section with basal cushion knob, over a domed foot, *14.5cm high*, the second set on a stem incorporating a beaded knob between two triple-annulated knobs above a short plain section, over a domed and terraced foot, *15.8cm high* (2)

£900 - 1,100  
 US\$1,500 - 1,800



129



130

130

**AN ENGRAVED HEAVY BALUSTER ARMORIAL GOBLET, EARLY 18TH CENTURY**

Possibly Hessen or English made for the German market, in soda glass, the generous conical bowl solid at the base, decorated with a crowned mirrored cipher within a fancy cartouche, set on a teared inverted baluster stem, over a conical folded foot, *20.8cm high*

£800 - 1,200

US\$1,300 - 1,900



131

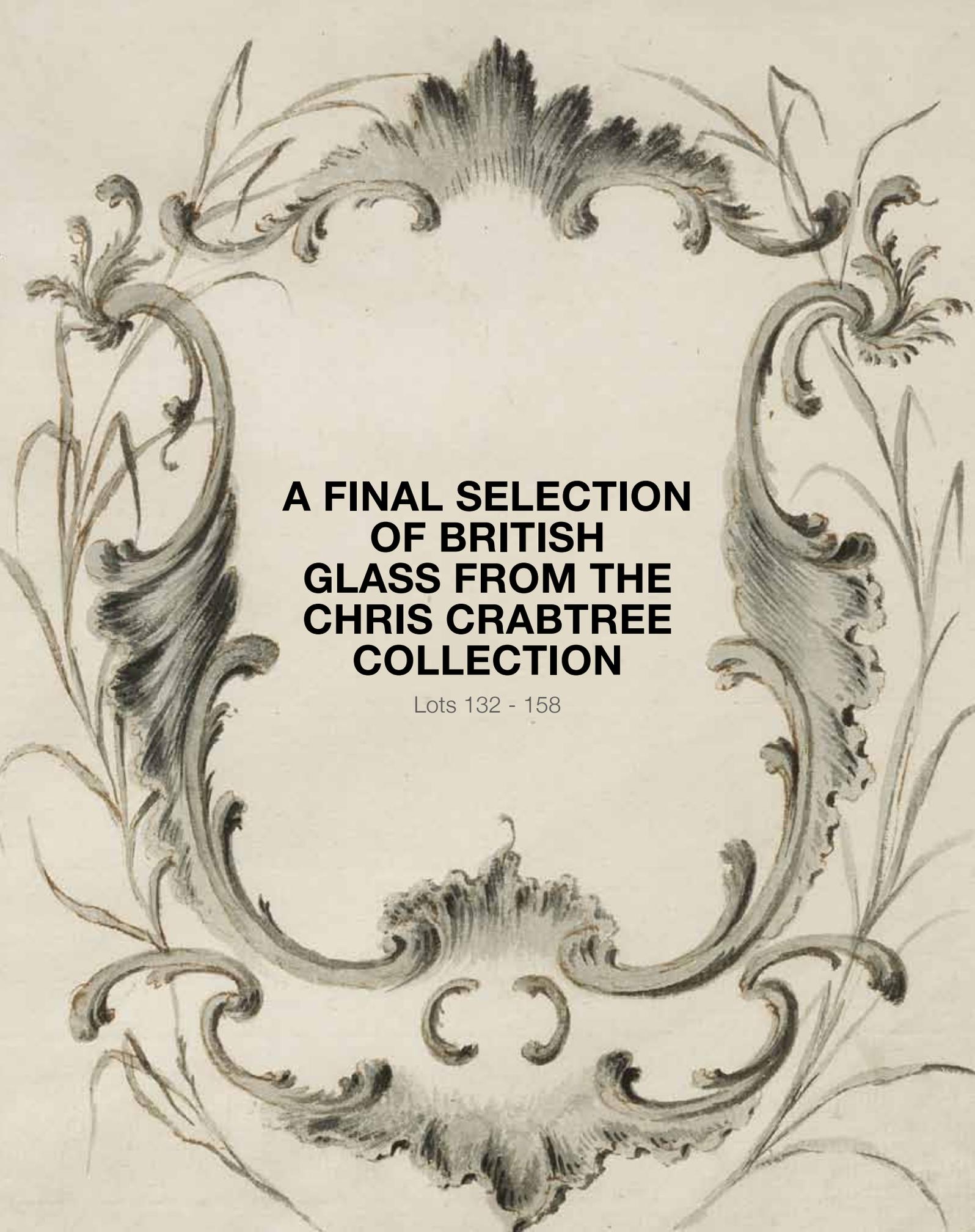
131

**TWO BALUSTER WINE GLASSES, CIRCA 1715-25**

Both with a round funnel bowl solid at the base, one set on a triple-annulated knob and teared baluster section, over a domed and folded foot, *14.7cm high*, the other set on a cushion knob above a teared inverted baluster section with basal ball knob, over a conical folded foot, *12.8cm high* (chip to rim of larger glass) (2)

£1,000 - 1,400

US\$1,600 - 2,300



**A FINAL SELECTION  
OF BRITISH  
GLASS FROM THE  
CHRIS CRABTREE  
COLLECTION**

Lots 132 - 158



132

**A RARE AND EARLY ALE FLUTE, CIRCA 1685**

The tall slender tapering spirally ribbed bowl set on a wide merese and a hollow inverted baluster stem, over a domed and folded spirally ribbed foot, 33cm high (some clouding to bowl)

£2,000 - 4,000

US\$3,200 - 6,500

**Provenance**

The John Carson Collection, sold in these rooms, Phillips, 6 June 2001, lot 24  
The Chris Crabtree Collection

John Carson, who collected 'ceremonial' glasses of large size, believed that the present lot may have been made during the Hawley Bishopp period at the Savoy Glassworks. A similar spirally ribbed domed foot occurs on a covered bowl, dated to the beginning of the 18th century, illustrated by W. A. Thorpe, *A History of English and Irish Glass* (1929), pl. 74.

133

**TWO LIGHT-BALUSTER WINE GLASSES,  
CIRCA 1760**

Dutch or English, both with a round funnel bowl, one engraved with formal scrollwork and set on a tall slender multi-knopped stem and conical foot, *17.7cm high*, the other set on a tall slender multi-knopped stem and a domed foot, *16.8cm high* (2)

£1,000 - 1,200  
US\$1,600 - 1,900

**Provenance**

The Chris Crabtree Collection



134

**A RARE OPALESCENT-STEM SWEETMEAT  
GLASS AND AN OPAQUE-TWIST WINE GLASS,  
CIRCA 1760**

The sweetmeat glass with a double-ogee bowl with slightly everted rim, set on an opalescent stem incorporating a multi-ply corkscrew encircled by a sixteen-ply spiral band, over a domed and folded foot, *15.8cm high*, the wine glass with a bell bowl set on a multiple-spiral shoulder-knopped opaque-twist stem, the threads extending into the base of the bowl, over a conical foot, *17.2cm high* (2)

£1,000 - 1,500  
US\$1,600 - 2,400

**Provenance**

The sweetmeat glass sold in these rooms, Phillips, 8 March 2000, lot 23  
The Chris Crabtree Collection





135



135  
**TWO BALUSTER WINE GLASSES AND A  
 BALUSTER SWEETMEAT GLASS, EARLY 18TH  
 CENTURY**

Comprising a wine glass with trumpet bowl solid at the base, set on a merese and a true baluster stem, over a conical foot, *16.6cm high*, a wine glass with round funnel bowl with pinched ribs to the base, set on a short hollow baluster stem, over a conical folded foot, *12.4cm high*, and a sweetmeat glass with cup-shaped bowl moulded at the base, the rim everted and folded, set on a merese and inverted baluster stem, over a conical folded foot, *11.4cm high* (3)

£1,400 - 1,800  
 US\$2,300 - 2,900

**Provenance**  
 The Chris Crabtree Collection

136



136  
**A BALUSTER WINE GLASS AND TWO  
 MOULDED STEM WINE GLASSES, CIRCA  
 1730-40**

One with a bell bowl set on an annular knob and a teared inverted baluster stem over a conical folded foot, *15.7cm high*, the other two glasses both with a round funnel bowl set on a hexagonal moulded stem, one hollow and the other containing an elongated tear, over conical folded feet, *15.7cm and 15cm high* (3)

£800 - 1,200  
 US\$1,300 - 1,900

**Provenance**  
 The baluster glass sold in these rooms, Phillips, 15 January 1998, lot 63, the taller moulded stem glass sold at Christie's, 23 September 1999, lot 202, and the shorter moulded stem glass sold in these rooms, Phillips, 15 September 1999, lot 2  
 The Chris Crabtree Collection

137



138

137  
**TWO ENGRAVED JACOBITE WINE GLASSES, MID 18TH CENTURY**

Both with a drawn trumpet bowl decorated with a formal six-petalled rose on a leafy thorny stem, one with two buds and a star at the reverse set on a plain stem containing a tiny tear over a heavy conical foot, the other with no buds set on a multiple-spiral airtwist stem and conical foot, *15.7cm and 16.4cm high (2)*

**£1,000 - 1,500**  
**US\$1,600 - 2,400**

**Provenance**

The airtwist glass sold at Phillips Chester, 15 January 1998, lot 176  
 The Chris Crabtree Collection

According to Geoffrey Seddon, *The Jacobites and their Drinking Glasses* (1995), the decoration on the plain stem glass may be attributed to Engraver D, and that on the airtwist glass to Engraver B or C.



138

138  
**AN ENGRAVED AIRTWIST GOBLET AND AN ARMORIAL WINE GLASS, SECOND HALF 18TH CENTURY**

The goblet with generous bell bowl decorated with a formal tulip spray, set on a four-knopped multiple-spiral airtwist stem and a conical foot, *22.3cm high*, the wine glass with ogee bowl decorated on one side with a coat-of-arms, set on a stem cut with diamond facets, over a terraced and scalloped foot, *14.9cm high (chips to footrim) (2)*

**£1,200 - 1,500**  
**US\$1,900 - 2,400**

**Provenance**

The goblet with Brian Watson Antiques, 29th June 2001, and the wine glass with William MacAdam Antiques  
 The Chris Crabtree Collection

Arms with open-visored helmets such as that on the wine glass in the present lot were typically reserved for the highest ranks of nobility. Airtwist stems with four knops are rarely found.



139

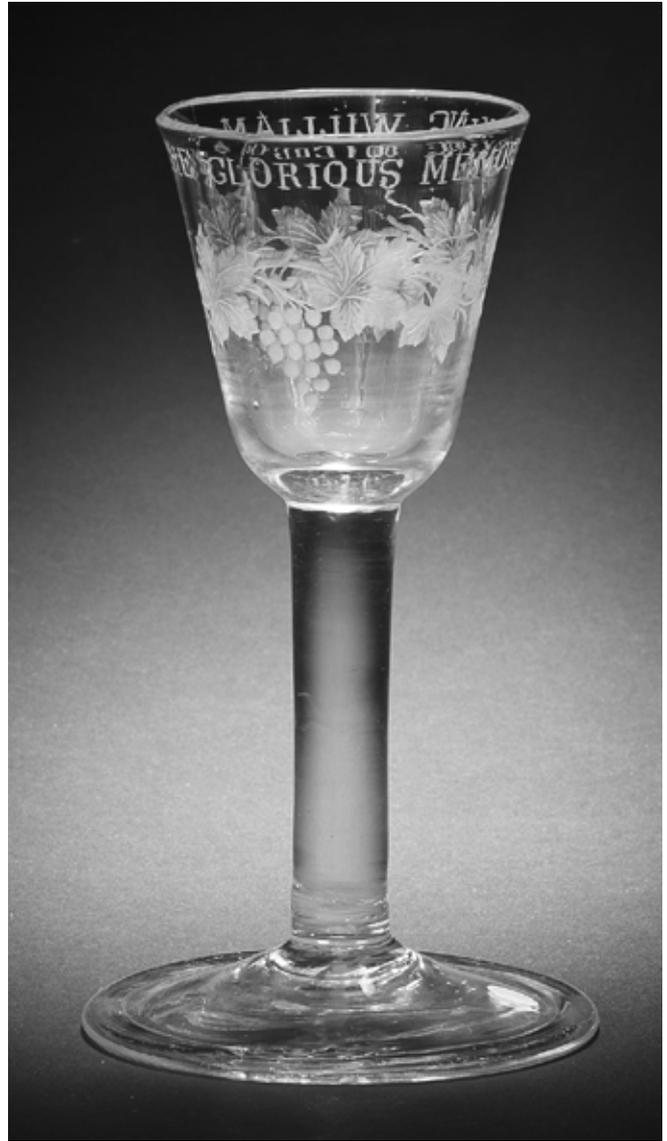
**AN ENGRAVED WILLIAMITE WINE GLASS, CIRCA 1730-40**

The light baluster glass with a slender bell bowl wheel engraved with an equestrian portrait of the King beneath a banner inscribed THE GLORIOUS MEMORY OF KING WILLIAM III, set on a triple-annulated knob above a hollow inverted baluster stem with a small basal knob, on a spreading foot, 16cm high

£1,000 - 1,400  
US\$1,600 - 2,300

**Provenance**

With Arthur Churchill Ltd.  
Sold at Sotheby's Olympia, 14 December 2004, lot 238  
The Chris Crabtree Collection



140

**AN ENGRAVED WILLIAMITE WINE GLASS, CIRCA 1740-60**

The round funnel bowl engraved with a band of fruiting vine beneath the inscription THE GLORIOUS MEMORY OF KING WILLIAM III, on a plain stem and folded foot, 13.7cm high

£800 - 1,200  
US\$1,300 - 1,900



141

**A PAIR OF ENGRAVED OPAQUE-TWIST GOBLETS, CIRCA 1765**

English or Norwegian, each generous ogee bowl inscribed *CONSTABLE* within tied branches of flowers, the reverse with an insect, set on a single-series stem incorporating a multi-ply gauze corkscrew, over a conical foot, 22.6cm high (2)

£1,500 - 2,000  
US\$2,400 - 3,200

**Provenance**

Sold at Sotheby's, 14 September 2000, lot 325  
The Chris Crabtree Collection

For a discussion of 'Constable' glasses see R. J. Charleston, *English Glass* (1984), pp. 139-140, where the author draws attention to a series of large glasses known from Norway engraved with toasts such as 'May trade flourish and Navigation prosper'. These were called 'Constable glasses', perhaps on account of their commanding size. This gains some support from the distich *For a larger, I'll soon change my cup; To the brim fill the Constable up*. A large drawn trumpet ale goblet of English origin, circa 1740, at Levens Hall, the seat of the Bagot family in Cumbria, is inscribed *Levens High Constable* and was traditionally used for toasting.



142

**THE HAY GOBLET: AN IMPORTANT JACOBITE GOBLET, CIRCA 1768**

With a generous round funnel bowl, engraved with a splendid seven-petalled formal rose and a single bud on a leafy stem crossed with a thistle among three slender leaves, flanking a crown above the initials *J\*H*, set on an opaque-twist stem with a pair of heavy spiral threads encircling a gauze, over a conical foot, 22.8cm high (minor chips to foot)

**£7,000 - 9,000**  
**US\$11,000 - 15,000**

**Provenance**

Sir John Hay of Restalrig (1708/9-1781)  
With Arthur Churchill Ltd., 17 February 1948  
Sold at Sotheby's, 21 November 2000, lot 147  
The Chris Crabtree Collection

An old paper label on the foot of this glass records the early history...

'One of a pair, stated to have been the gift of Prince Charles to his treasurer and secretary JOHN HAY, who served throughout the 1745 campaign, was major-domo of the Household & went with Charles to Rome in 1766, created a baronet & left Charles' service in 1768 Dec. 8th. Both glasses chp'd'

Sir John Hay took over as secretary to Prince Charles Edward Stuart in April 1746, succeeding John Murray of Broughton. Although he acted with the best of intentions, Hay proved to be an ineffective administrator and his failings as Quartermaster contributed to the routing the Jacobites received at Culloden. In spite of this, John Hay remained a friend as well as a confidant of Prince Charles and accompanied the Prince to Rome in 1766 when James Stuart, Prince Charles' father, died. On their return, Hay was appointed Master of the Household of King Charles III and was also made a baronet of Scotland.

As the label on this glass records, Hay left Charles's service in 1768. Hay and others were notoriously dismissed for refusing to countenance a particularly outrageous piece of drunken behaviour by Charles. He returned to England and in 1771 Hay was pardoned by King George III for his part in the uprising.

Geoffrey Seddon attributed this glass to engraver B. Although there is no evidence to show this glass was actually given to John Hay by Prince Charles himself, few pieces of Jacobite glass can be linked so closely to Charles Stuart's circle of friends and supporters.





143

**AN UNUSUAL ENGRAVED COLOUR-TWIST WINE GLASS, CIRCA 1770**

The ogee bowl decorated with a spotted tulip, the reverse with a moth, set on a stem enclosing three opaque white spiral threads, one edged in translucent red and two in translucent green, encircled within three further opaque white spirals, over a conical foot, *14.6cm high*

£2,000 - 2,500  
US\$3,200 - 4,000

**Provenance**

The Chris Crabtree Collection



144

**A RARE COLOUR-TWIST WINE GLASS, CIRCA 1770**

The bell bowl set on a stem enclosing an opaque white corkscrew tape edged on both sides with translucent green threads, encircled with translucent ruby and opaque white spiral threads, over a conical foot, *17cm high*

£1,700 - 2,200  
US\$2,800 - 3,600

**Provenance**

The Collection of Sir William Parker, Bt. of Llangatock Court, Breconshire. Sold in these rooms, Phillips, 26 May 1999, lot 45  
The Chris Crabtree Collection



145

**A RARE COLOUR-TWIST FIRING GLASS, CIRCA 1770**

The flared trumpet bowl set on a short stem incorporating two spiralling opaque white gauze threads enclosed by a pair of opaque white spirals and a single translucent ruby thread, over a solid conical foot, *11.5cm high*

£800 - 1,200  
US\$1,300 - 1,900

**Provenance**

The Chris Crabtree Collection

A very similar example from the A. C. Hubbard Collection was sold in these rooms, 30 November 2011, lot 225.



146

**A COLOUR-TWIST WINE GLASS, CIRCA 1770**

The bell bowl set on a stem enclosing an opaque white corkscrew edged in reddish-brown and translucent green, encircled with an opaque white spiral thread, over a conical foot, *15.6cm high* (three short annealing cracks to foot)

£1,200 - 1,800  
US\$1,900 - 2,900

**Provenance**

Sold at Christie's, 24 September 1998, lot 40  
The Chris Crabtree Collection

An almost identical example is in the Collection of Julius and Ann Kaplan, illustrated by Martine Newby, *Eighteenth century English glass and related Dutch glass* (1998), p. 33, no. 34. Another example was sold in these rooms, 17 December 2008, The James Hall Collection, lot 166.



147

147  
**A RARE AND UNUSUAL COLOUR-TWIST WINE GLASS, CIRCA 1770**

The bell-shaped bowl set on a stem incorporating a central core of light-blue, brown and opaque white intertwined threads within two four-ply opaque-twist spirals, over a conical foot, 16.5cm high

£1,500 - 2,000  
 US\$2,400 - 3,200

**Provenance**

Sold at Sotheby's, 8 March 2001, lot 272  
 The Chris Crabtree Collection

148

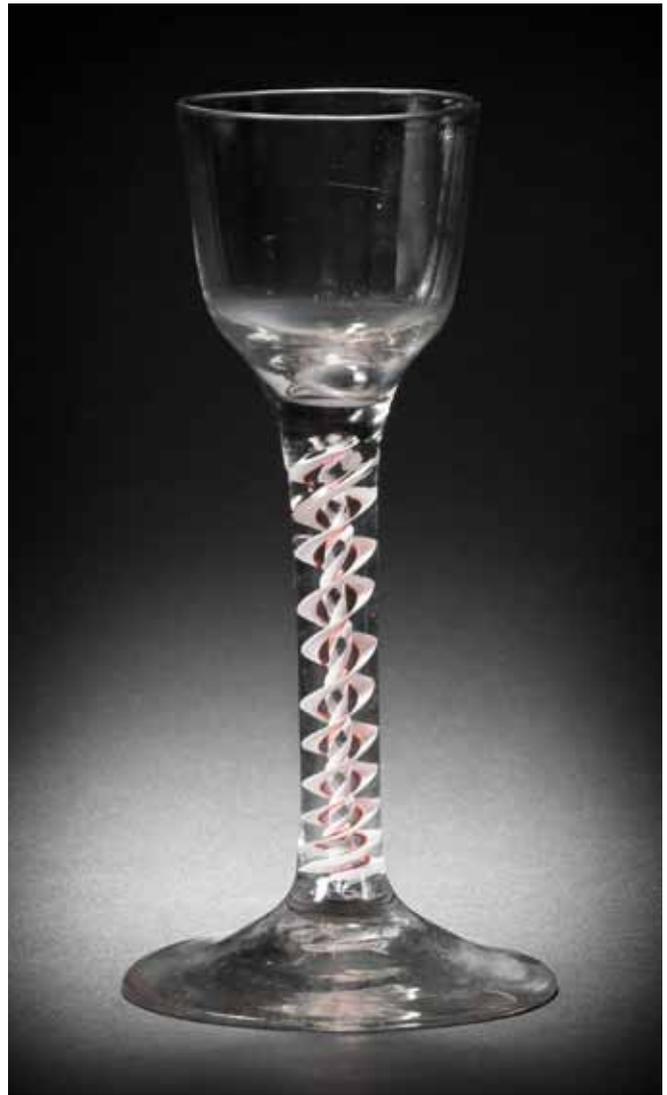
**A COLOUR-TWIST WINE GLASS, CIRCA 1765**

The ogee bowl set on a stem incorporating two central opaque white spiral threads enclosed by an opaque white corkscrew thread edged in translucent ruby, over a conical foot, 14.5cm high

£1,000 - 1,500  
 US\$1,600 - 2,400

**Provenance**

The Graeme and Molly Cranch Collection, no. 436  
 Sold at Sotheby's Olympia, 14 December 2004, lot 280  
 The Chris Crabtree Collection



148

149  
**AN ENGRAVED MERCURIAL AIRTWIST WINE GLASS, DATED 1757**

The round funnel bowl moulded with basal flutes and inscribed *Fredericus III. Viuat Rex Prussiae / Rosbach near Lutzen Nov:5 1757*, all beneath a formal hatched foliate border, set on a stem containing a pair of air corkscrew threads, over a conical foot, 15cm high

£1,200 - 1,500  
 US\$1,900 - 2,400

**Provenance**

Sold in these rooms, Phillips 6 June 2001, lot 9  
 The Chris Crabtree Collection

This glass commemorates the victory of Britain's ally, Frederick the Great (1712-86), over the French at Rossbach during the Seven Years War (1756-63). Frederick was hailed as 'The Prussian Hero' throughout the country, and whereas many pottery and porcelain items survive, it is more unusual to find a glass commemorating him. The engraving on the present lot, however, mistakenly refers to Frederick III when Frederick the Great was in fact Frederick II.



149



150

150

**A BEILBY ENAMELLED OPAQUE-TWIST GOBLET AND ALE GLASS, CIRCA 1765-70**

The goblet with cup-shaped bowl painted in opaque white with a foliate mirror monogram above leaf sprays, the reverse with tied honeysuckle and grasses, the sides with insects, set on a double-series stem and later wooden foot, 14.8cm high (replacement foot and some scratching), the ale glass with elongated ogee bowl painted in opaque white with sprays of hops and barley, traces of gilding to the rim, set on a double-series stem and conical foot, 18.3cm high (annealing crack to stem, chip and short annealing cracks to foot) (2)

**£1,200 - 1,400**  
**US\$1,900 - 2,300**

**Provenance**

Sold at Sotheby's, 15 December 1998, lots 221 (goblet) and 222 (ale glass)

The Chris Crabtree Collection

Another goblet with an identical bowl was sold at Sotheby's, 4 February 1968, lot 155. Honeysuckle appears on a wine glass sold at Christie's, 23 June 1992, lot 55. The rare goblet in the present lot may have been a betrothal gift.



150



151

**A BEILBY ENAMELLED OPAQUE-TWIST GOBLET, CIRCA 1765**

The bucket bowl painted with fruiting vine in opaque white, traces of gilding to the rim, set on a double-series stem incorporating a multiply corkscrew encircled by a pair of opaque white spiral threads, over a conical foot, *18.2cm high* (resin infills to underside edge of footrim)

**£1,200 - 1,500**

**US\$1,900 - 2,400**

**Provenance**

The Chris Crabtree Collection

A similar Beilby enamelled goblet painted with fruiting vine was sold in these rooms, 15 December 2010, lot 147.



152

**A BEILBY ENAMELLED OPAQUE-TWIST WINE GLASS, CIRCA 1765**

The ogee bowl painted in opaque white with fine floral swags suspended from three scroll and foliate ornaments, set on a double-series stem incorporating an opaque white corkscrew encircled by a fourteen-ply spiral band, over a conical foot, *14.5cm high*

**£1,200 - 1,500**

**US\$1,900 - 2,400**

**Provenance**

Sold at Christie's, 29 May 1997, lot 23  
The Chris Crabtree Collection

A Beilby enamelled wine glass with almost identical decoration was sold in these rooms, 5 December 2007, lot 40.



153

**AN ENAMELLED OPAQUE-TWIST WINE GLASS, CIRCA 1770**

English or Scottish, the cup-shaped bowl painted in opaque white on one side with two birds perching upon a basket of fruit, set on a double-series stem incorporating a multi-ply corkscrew encircled by a pair of opaque white spiral threads, over a conical foot, *15.6cm high*

**£800 - 1,200**

**US\$1,300 - 1,900**

**Provenance**

Sold in these rooms, Phillips 15 September 1999, lot 27  
The Chris Crabtree Collection



154

**A BEILBY ENAMELLED OPAQUE-TWIST WINE GLASS, CIRCA 1765**

The round funnel bowl painted in opaque white with fruiting vine, traces of gilding to the rim, set on a double-series stem incorporating a pair of opaque white spiral threads encased in fine gauzes, encircled by a pair of eight-ply bands, over a conical foot, *15.5cm high* (short annealing crack to foot)

**£1,200 - 1,500**

**US\$1,900 - 2,400**

**Provenance**

The H. N. Hignett Collection, sold at Sotheby's, 17 October 1958, lot 51  
The Walter F. Smith Collection, sold at Sotheby's, 4 December 1967, lot 217 (one of a pair, the other sold 18 March 1968, lot 488)  
The collection of Harvey's Wine Museum, sold in these rooms, 1 October 2003, lot 197  
The Chris Crabtree Collection



155

**A RARE SET OF SIX ENAMELLED PORTRAIT WINE GLASSES, LATE 18TH CENTURY**

Each with an ovoid bowl painted in opaque white highlighted in puce with portrait medallions, possibly of Cardinal Henry of York, suspended from husked swags below a gilt-edge rim, the short stems cut with diamond facets, over conical feet, 12.5cm high (two with foot chips, one bowl repaired) (6)

£1,500 - 2,000  
US\$2,400 - 3,200

**Provenance**

The Royal Brierley Crystal Collection, sold at Sotheby's, 3 March 1998, lot 88

The Chris Crabtree Collection



A further glass from this set in the A. C. Hubbard Collection sold in these rooms, 30 November 2011, lot 155, formerly in the Robert Lymbery Collection, sold at Sotheby's, 7 May 2002, lot 157, is illustrated by Ward Lloyd, *A Wine Lover's Glasses* (2000), p. 78, pl. 99.

For a full discussion of the present lot, see Simon Cottle, 'The Other Beilbys', *Apollo* (1986), where the decorator has been considered to be a Scottish enameller, Anthony Taylor, formerly of Newcastle-upon-Tyne.

It has been suggested that the portrait medallion may represent Cardinal Henry Benedict Stuart, the Jacobite Duke of York, the younger brother of Prince Charles Edward Stuart, the Young Pretender. Born in 1725, he took Holy Orders in the Roman Catholic Church and became known as Cardinal of York after the Pope had 'raised' him. When his older brother died without legitimate heirs in 1788, Henry succeeded to the Stuart claim to the English throne and was recognised as King Henry IX by the Jacobites until his death in 1807.



156

**A RARE BEILBY POLYCHROME ENAMELLED WINE GLASS,  
CIRCA 1765**

The cup-shaped ogee bowl painted with grape bunches in opaque white and vine leaves in turquoise, traces of gilding to the rim, set on a tall stem with central swelling knop, over a conical foot, *15.4cm high*

**£3,000 - 5,000  
US\$4,900 - 8,100**

**Provenance**

Sold in these Rooms, 4 June 2008, lot 316  
The Chris Crabtree Collection

Similar Beilby polychrome enamelled wine glasses are illustrated by L. M. Bickerton, *Eighteenth Century English Drinking Glasses* (1986), p. 343, cat. 1,119, by Derek Davis and Keith Middlemas, *Coloured Glass* (1968), p. 60, and in the Kaplan Collection, illustrated by Martine Newby, *Eighteenth Century English Glass* (1998), fig. 15. Another example is in the Fitzwilliam Museum, Cambridge (see the catalogue (1978), p. 99, cat. 244). See also lot 60 in this sale.



157

157

**WILLIAM BEILBY: A WATERCOLOUR OF LANDSCAPE SCENES, CIRCA 1765**

Painted in colour with four vignettes of landscape scenes including trees, buildings and an obelisk, all within cartouches formed of trailing foliage in blue, incorporating sprays of flowers including roses, forget-me-nots and honeysuckle, *19.1cm by 31.5cm* (some minor damage)

**£1,500 - 2,500**  
**US\$2,400 - 4,000**

**Provenance**

The Chris Crabtree Collection

A Beilby landscape watercolour drawing was sold in these rooms, 19 May 2010, lot 63. Comparable Beilby landscape drawings are illustrated by Robert Charleston in his article 'William and Thomas Beilby as Drawing Masters', *The Glass Circle Journal* 6 (1989), pp. 20-31.

158

**WILLIAM AND THOMAS BEILBY: A COLLECTION OF SIX ORIGINAL DESIGNS OF CARTOUCHES FOR GOBLET, CIRCA 1765**

One painted with foliate scrolls suspended from a tied ribbon, flowers, fruiting vine and grasses, *17.6cm by 23.1cm*, one painted with foliate scrolls and scallops, *14.6cm by 20.2cm*, one painted with rocaille, diaper, flowers and pillars, *18.4cm by 23.1cm*, one painted with an urn with swags within a cartouche of grasses, *15.7cm by 21.1cm*, one painted with foliate scroll and rocaille flanked by grasses, *15.6cm by 19.6cm*, one painted with a spray of acanthus leaves flanked by foliage, *17.3cm by 23.4cm*, and one painted with formal scrolls and rocaille with stylised flowers and foliage, *17.8cm by 25.8cm*, each mounted on card and framed (slight damage to some) (6)

**£3,000 - 5,000**  
**US\$4,900 - 8,100**

**Provenance**

The Chris Crabtree Collection

A series of Beilby drawings and watercolours of cartouches was sold in these rooms, 19 May 2010, lots 57, 64, 65 and 66. The drawings of William and Thomas Beilby are discussed in detail by Robert Charleston, 'William and Thomas Beilby as Drawing Masters', *The Glass Circle Journal* 6 (1989), pp. 20-31.



158



158



158



159

**A RARE BEILBY POLYCHROME ENAMELLED  
'MADEIRA' DECANTER, CIRCA 1765**

Of Prussian form, inscribed *MADEIRA* within opaque white and pale turquoise scrollwork suspended by a simulated chain around the neck, pendant fruiting vine below and a butterfly beneath a band of leaf scroll on the neck above, the reverse with a spray of three flowers, 23.2cm high (two small star-cracks and some scratching to body, stopper lacking)

£2,000 - 3,000

US\$3,200 - 4,900

Madeira is a fortified Portuguese wine made in the Madeira Islands. A very similar Beilby enamelled decanter inscribed *MOUNTAIN*, also painted in opaque white and turquoise, is in the Victoria and Albert Museum, accession no. C.624-1936, and is illustrated by James Rush in *A Beilby Odyssey* (1987), p. 59, fig. 17, and in *The Ingenious Beilbys* (1973), p. 53, cat. 29. A matching decanter for *BEER* was sold at Christie's, 7 June 1988, lot 38. Another very similar decanter, but painted only in opaque white and inscribed *PORT*, was sold in these rooms, 15 December 2010, lot 53. An ale decanter of different shape with a comparable cartouche painted in white and turquoise was also sold in these rooms, 19 May 2010, lot 50.



160

**A BEILBY ENAMELLED OPAQUE TWIST ALE GLASS, CIRCA 1770**

The elongated ogee bowl painted in opaque white with sprays of hops and barley, the rim with faint gilding, set on a double-series stem consisting of a multi-ply lace twist within a pair of spiral threads, over a conical foot, *19.3cm high* (chip to foot)

£1,200 - 1,500  
US\$1,900 - 2,400

**Provenance**

The Commander A. P. Barrow-Green Collection

Very similar ale glasses are illustrated by L. M. Bickerton, *Eighteenth Century English Drinking Glasses* (1986), p. 342, cats. 1,116 and 1,117. A Beilby ale glass painted with hops and barley is also illustrated by James Rush, *The Ingenious Beilbys* (1973), p. 31, fig. 15b. Another example was sold in these rooms, 5 December 2007, lot 39.



161

**A BLUE COLOUR TWIST ALE GLASS, CIRCA 1770**

The tall round funnel bowl set on a stem containing an opaque white multi-ply gauze corkscrew within two parallel cobalt blue spiral threads, over a conical foot, *20.3cm high* (chip to footrim)

£1,000 - 1,400  
US\$1,600 - 2,300

**Provenance**

The Commander A. P. Barrow-Green Collection



162

**TWO GILES GILT ALE GLASSES, CIRCA 1765-80**

Decorated in the London workshop of James Giles, both with a tall round funnel bowl gilded with hops and barley below a gilt line rim, one set on a plain stem and conical foot, *19.3cm high*, the other set on a stem cut with diamond facets and conical foot, *19.1cm high* (chips to footrim) (2)

**£1,000 - 1,300**  
**US\$1,600 - 2,100**

**Provenance**

The Commander A. P. Barrow-Green Collection

A near identical ale glass with a faceted stem is illustrated by Ward Lloyd, *A Wine Lover's Glasses* (2000), p. 79, pl. 101, and was sold in these rooms, 30 November 2011, The Collection of A. C. Hubbard, Jr., lot 123.

163

**A COLOUR-TWIST WINE GLASS, CIRCA 1770**

The round funnel bowl set on a stem enclosing a translucent blue corkscrew with a central opaque white thread, enclosed by a pair of opaque white spiral gauzes, over a conical foot, *15.1cm high*

**£1,500 - 2,000**  
**US\$2,400 - 3,200**

**Provenance**

Sold at Sotheby's, 12 November 1984, lot 49

An almost identical wine glass was formerly in the collection of Harvey's Wine Museum, sold in these rooms, 1 October 2003, lot 218.

164

**AN ENGRAVED BEER DECANTER AND STOPPER, CIRCA 1765**

The shouldered form engraved with 'BEER' in a chained quatrefoil cartouche hung with hops and barley, faceted spire stopper, 29cm high (minor chips to base of stopper) (2)

£1,000 - 1,500

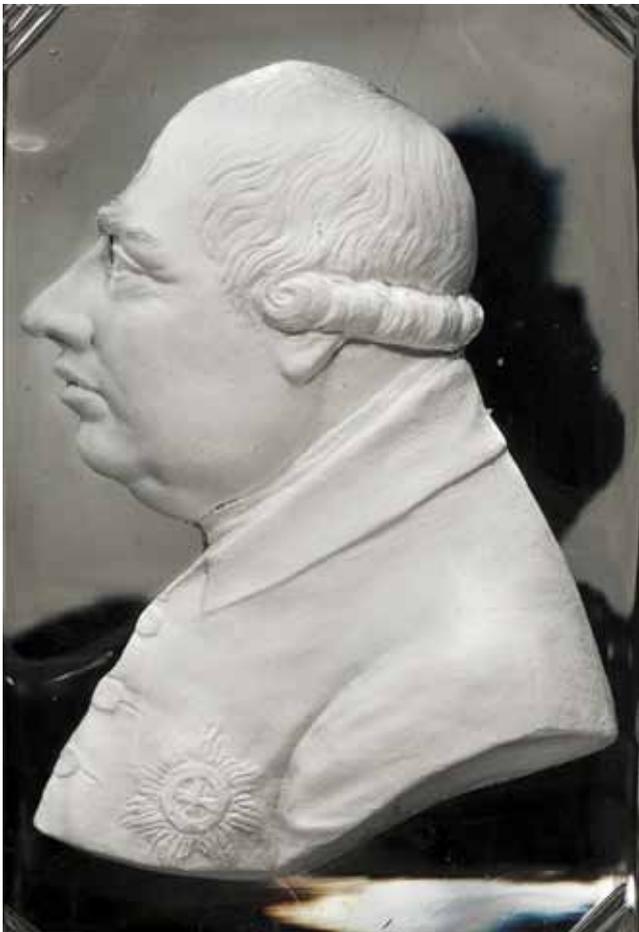
US\$1,600 - 2,400

**Provenance**

The Commander A. P. Barrow-Green Collection

Decanters in which the name of the contents was engraved in a cartouche such as this were a specialised form, designed to imitate the earlier silver 'bottle ticket' which hung on a chain around a bottle or decanter. Label decanters such as this are first mentioned in an advertisement by Jonas Phillips in the *Norwich Mercury* in 1755. A similarly engraved decanter with a different stopper is illustrated by Andy McConnell, *The Decanter* (2004), p. 125, pl. 178. A very similar beer decanter with decoration in white enamel is in the Fitzwilliam Museum, illustrated by R. J. Charleston, *English Glass* (1984), pl. 41c.







165

**A MAGNIFICENT AND RARE SET OF THREE APSLEY PELLATT  
SULPHIDE DECANTERS AND STOPPERS, CIRCA 1820-30**

Each of square section and pillar-cut with alternating bands of strawberry diamonds, with sulphide portrait medallions on two sides, the first depicting King George III and King George IV, the second depicting The Duke of Wellington and Napoleon I, and the third depicting Admiral Lord Horatio Nelson and Admiral Lord Richard Howe, the bases cut with hobnail diaper, each with a scalloped stopper alternately cut with bands of strawberry diamonds and containing small double-sided sulphide medallions with coloured borders, the first depicting a stag being attacked by hounds and the bust of a man, the second depicting HMS Victory and a basket of flowers, the third depicting Neptune and Bacchus, 17.5cm high (minor chipping) (6)

£15,000 - 20,000  
US\$24,000 - 32,000

Apsley Pellatt (1791-1863) took out a patent for 'Crystallo-Ceramic' (later known as 'Cameo Incrustation') on 17 June 1819 at the age of 29, and began distributing his wares from the Falcon Glasshouse in Southwark, London. This consisted of enclosing medallions and ornaments made of pottery, metal and refractory materials in glass. Pellatt learned about glassmaking by travelling throughout Europe and witnessing Continental techniques first hand, and also through rigorous experimentation. He is most famous for his carved bas-reliefs, known as 'sulphides', which were made of fine white china clay and super-silicate of potash which would not fracture in contact with molten glass. His 'Curiosities of Glass Making' (1849), offered as part of lot 119 in this sale, became an invaluable reference work for contemporary glassmakers. The vertical arrangement of fine strawberry diamond cut panels on glass enclosing sulphides on the decanters in the present lot is a Regency feature typical of the 1820s, and would have been at the height of fashion during this period.



166

**AN IMPORTANT CURIO CARVED CAMEO VASE BY THOMAS WEBB AND SONS, CIRCA 1890**

The quatrelobed form with flared trumpet neck, the thick-walled transparent glass body overlaying a thin internal layer of opalescent glass, the lower body carved and part colour-padded with undulating waves incorporating seaweed, coral, crabs, and a seabird, the neck and upper-body carved with various flowering leafy branches and a butterfly, the rim and base of the neck decorated with a formal border, 27.5cm high, 'WEBB' mark on base (body cracked)

**£5,000 - 7,000**  
**US\$8,100 - 11,000**

**Provenance**

Private collection, Scotland

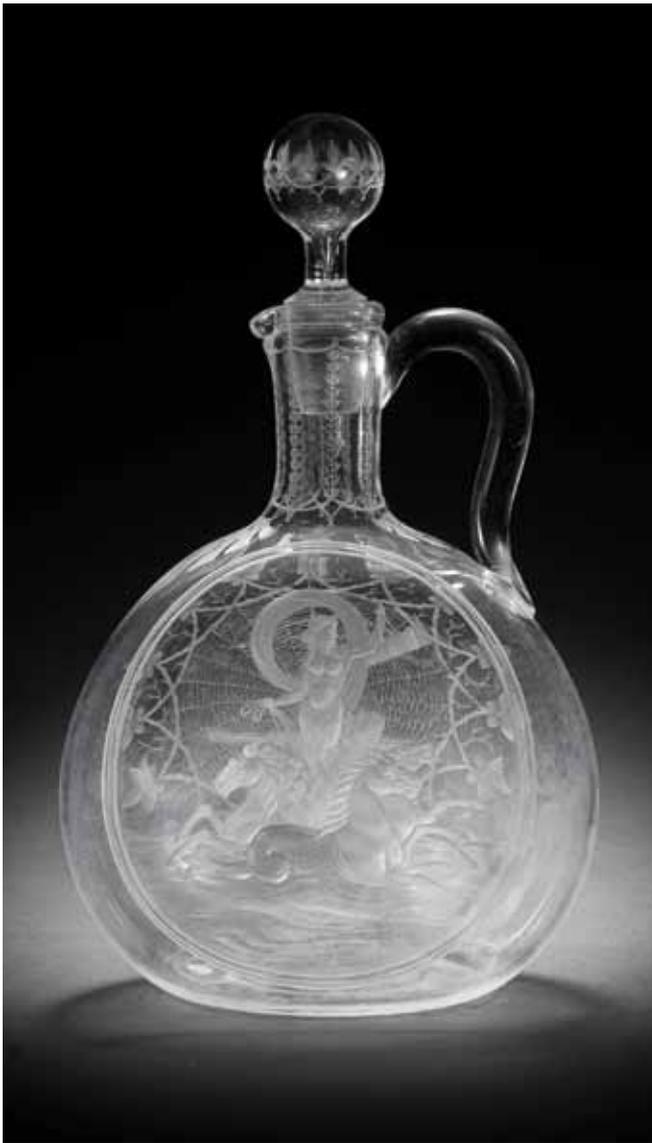
This vase is recorded in the Webbs archives as design W2530. Although in a delicate state of preservation, an original drawing is reproduced in *A Facsimile of Two Thomas Webb & Sons' Pattern Books Principally for Cameo Glass* by the Woodall Team (2000), p. 11. A drawing based on this pattern book is also shown by Ray and Lee Grover, *English Cameo Glass* (1980), p. 342, fig. S220. This vase is listed in the *Thomas Webb & Sons Price Book* (Grover, p. 181) as 'W2350, 11in Vase Curio Carved, W £7.6.6, Nash 2/6, £18'. The prefix 'W' refers to works executed by the Woodall team and designed by George or Thomas Woodall, and 'Nash' referring to Charles Nash who was paid two shillings and sixpence for finishing off this piece. Beneath this is written 'flown, reduced to £10', indicating that the vase was cracked before it was sold and the price reduced accordingly.

The vase was one of a small range designated in the Webb factory archives as 'Curio' glass. This was produced using a technique known as 'padding', in which small pads of coloured glass were placed onto the body of the vessel where the cameo reliefs were to be executed, before being cut and engraved as an integral part of the overall decoration. This type of carving is associated with Daniel and Lionel Pearce who created the 'Sylvandale' range of cameo vases with landscapes made by Thomas Webb & Sons between 1900 and 1905. These Art Nouveau creations have been compared with the *marqueterie de verre* glass of Emile Gallé, a similar technique to Webb's Padding which Gallé and other French glass artists had developed in the 1890s. The factory pattern books suggest, however, that the present lot is earlier than the Pearce designs and instead was designed by George Woodall around 1890-94 and carved by the Woodall team.

The 'Curio Carved' vase illustrated alongside the present lot in the Webbs pattern books survived in the collection of Lillian Nassau and is illustrated by Ray and Lee Grover, p. 414, cat. C407. This is the same shape as the present vase and was numbered W2531. The work on this had cost the Woodall team £5.10s and this vase was on sale for £12.10s (reduced from £15). The next vase drawn on the same page shows canoeists shooting rapids. This was in the Michael Parkinson Collection and is illustrated by Charles Hajdamach, *British Glass 1800-1914* (1991), p. 225, col. pl. 20.

Another vase of the same shape as the present lot with padded decoration of fish and sea-shells was exhibited at the Imperial Institute in London in May 1894. This is illustrated by H. W. Woodward, *Art, Feat and Mystery* (1978), p. 31. A further vase with the same theme of fish and seabirds, in the Museum of Fine Arts, Boston, was in the Corning Museum Cameo Glass exhibition (1982), cat. 86. A vase with a floral design attributed to Lionel Pearce was shown in the Glass Circle exhibition *From Palace to Parlour* (2003), cat. 221 and was sold by Sotheby's, Great Exhibitions Sale, 31 October 2006, lot 629.





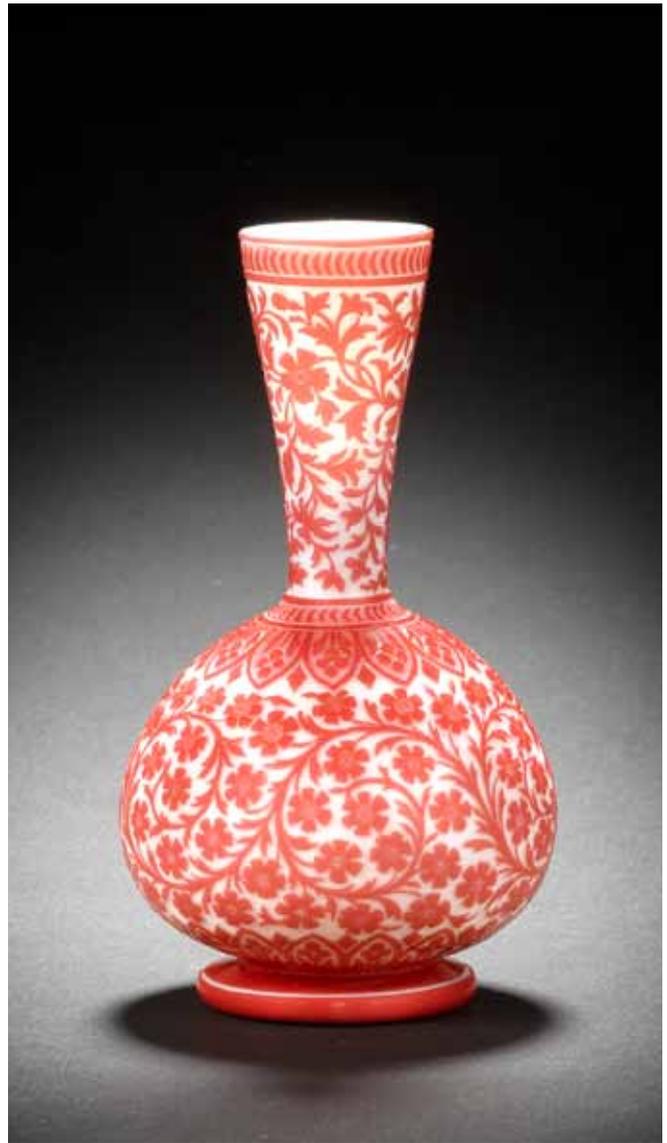
167

**AN ENGRAVED SPIRIT DECANTER AND STOPPER, CIRCA 1870**

Possibly by John Ford of Edinburgh, the flattened globular form decorated with Amphitrite standing nude on a shell chariot being drawn by three sea-horses or Hippocampi, holding a quiver of arrows in her left hand, all within a circular cartouche, the reverse with a spider and web in which two insects are caught, surrounded by a formal leafy border, the slender neck with foliate decoration, applied handle, the hollow ball stopper similarly decorated, 23.6cm high (minor chips to rim and stopper) (2)

**£1,000 - 1,500**  
**US\$1,600 - 2,400**

A jug by John Ford of Edinburgh with a similar classical figure engraved in a very similar style to the present lot is illustrated by Charles Hajdamach, *British Glass 1800-1914* (1991), p. 159, pl. 128. A Stourbridge claret decanter decorated with a spider and web in a very similar manner was sold in these rooms, 4 June 2008, lot 359.



168

**A THOMAS WEBB AND SONS CAMEO GLASS VASE, CIRCA 1885**

The ovoid form with long slender tapering neck, in opaque white glass cased in deep rose pink and etched with scrolling foliage and flowers, the shoulder and base with stiff-leaf bands, the rim with a formal border, 14.6cm high indistinct etched mark 'Thomas Webb & Sons Gem Cameo' (repaired)

**£1,500 - 1,700**  
**US\$2,400 - 2,800**

This vase belongs to a group of Webb cameo vases with Persian designs in cased glass with acid etching. These were possibly designed by Daniel and Lionel Pearce.

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[bonhams.com/glass](http://bonhams.com/glass)

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

New Bond Street  
Wednesday 26 November

**A POTSDAM GOBLET**

Carved with a portrait  
of Frederick William I of Prussia,  
by Gottfried Spiller, 1714-18  
£15,000 - 20,000

**ENQUIRIES**

+44 (0) 20 7468 8244  
glass@bonhams.com



**Bonhams**

LONDON

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**FINE EUROPEAN CERAMICS  
AND GLASS INCLUDING  
PAPERWEIGHTS**

Wednesday 26 November  
New Bond Street, London

**A RARE CLICHY BOUQUET  
PAPERWEIGHT**

circa 1850  
£2,000 - 4,000

**VIEWING**

23-25 November 2014

**ENQUIRIES**

+44 (0) 20 7468 8244  
glass@bonhams.com



# Bonhams

LONDON

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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 *Hammer Price*  
20% from £50,001 to £1,000,000 of the *Hammer Price*  
12% from £1,000,001 of the *Hammer Price*

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

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

## 8. VAT

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

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

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

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

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

## 9. PAYMENT

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

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

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

**Cash:** you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

**Sterling travellers cheques:** you may pay for *Lots* purchased by you at this *Sale* with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000. We will need to see your passport if you wish to pay using travellers cheques;

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

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

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

**Debit cards:** there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge;

**Union Pay cards:** these are now accepted at our Knightsbridge and New Bond Street offices, when presented in person by the card holder. These cards are subject to a 2% surcharge.

**Credit cards:** Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

## 10. COLLECTION AND STORAGE

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

## 11. SHIPPING

Please refer all enquiries to our shipping department on:  
Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805  
Email: [shipping@bonhams.com](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-licencing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

## 13. CITES REGULATIONS

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

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

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

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

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

## 15. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 11 of the *Buyers Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to VAT on the *Buyer's Premium*.

## 16. CLOCKS AND WATCHES

All *Lots* are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the *Lot* is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary. *Bidders* should be aware that the importation of watches such as Rolex, Frank Muller and Corum into the United States is highly restricted. These watches may not be shipped to the USA and can only be imported personally.

## 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

### Proof of Firearms

The term "proof exemption" indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest and not intended for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition.

The term "Certificate of Unprovability" indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Reproof is required before any such firearm is to be used.

### Guns Sold as Parts

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

### Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a

modern firearms specialist. All prospective *Bidders* are advised to consult the "° of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

## Original Gun Specifications Derived from Gunmakers

The Sporting Gun Department endeavours to confirm a gun's original specification and date of manufacture with makers who hold their original records.

## Licensing Requirements Firearms Act 1968 as amended

*Bonhams* is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, *Bonhams* is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

Please be advised that if a successful *Bidder* is then unable to produce the correct paperwork, the *Lot(s)* will be reoffered by *Bonhams* in the next appropriate *Sale*, on standard terms for *Sellers*, and you will be responsible for any loss incurred by *Bonhams* on the original *Sale* to you.

In the case of RFD certificates and Section 5 authorities, we wish to keep an up-to-date copy on file. Please supply us with a Fax or photocopy. It would be helpful if you could send us an updated copy whenever your certificate or authority is renewed or changed.

*Lots* marked 'S1' and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence.

*Lots* marked 'S2' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence.

*Lots* marked 'S5' and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

*Lots* marked with a 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked *Lots* require no licence.

Please do not hesitate to contact the Modern Sporting Gun Department should you have any queries.

## Taxidermy and Related Items

As a *Seller* of these articles, *Bonhams* undertakes to comply fully with Cites and DEFRA regulations. *Buyers* are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

## 18. FURNITURE

### Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no *Guarantee* as to the originality of the wood covered by fabric or upholstery.

## 19. JEWELLERY

### ~ Ruby and Jadeite

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

### Gemstones

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

### Estimated Weights

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

### Signatures

#### 1. A diamond brooch, by Kutchinsky

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

#### 2. A diamond brooch, signed Kutchinsky

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

#### 3. A diamond brooch, mounted by Kutchinsky

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

## 20. PHOTOGRAPHS

### Explanation of Catalogue Terms

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

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

## 21. PICTURES

### Explanation of Catalogue Terms

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

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

## 22. PORCELAIN AND GLASS

### Damage and Restoration

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

## 23. VEHICLES

### The Veteran Car Club of Great Britain

#### Dating Plates and Certificates

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

## 24. WINE

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

### Examining the wines

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

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

### Corks and Ullages

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

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

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

### Options to buy parcels

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

### Wines in Bond

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

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

### Bottling Details and Case Terms

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

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

## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

### DATA PROTECTION – USE OF YOUR INFORMATION

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

## APPENDIX 1

### CONTRACT FOR SALE

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

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

#### 1 THE CONTRACT

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

#### 2 SELLER'S UNDERTAKINGS

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

#### 3 DESCRIPTIONS OF THE LOT

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

#### 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

#### 5 RISK, PROPERTY AND TITLE

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

#### 6 PAYMENT

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

#### 7 COLLECTION OF THE LOT

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

<b>8 FAILURE TO PAY FOR THE LOT</b>		<b>9 THE SELLER'S LIABILITY</b>	
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> .	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.	10.3 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 be by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1.1 to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.3 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> ,	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> ;	10.4 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;	9.3.2 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;	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.	10.5 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.
8.1.3 to retain possession of the <i>Lot</i> ;	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.	10.6 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.	10.7 The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.4 to remove and store the <i>Lot</i> at your expense;	10 MISCELLANEOUS	10.7 The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.	10.8 In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.5 to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	10.1 You may not assign either the benefit or burden of the <i>Contract for Sale</i> .	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.	10.10 Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
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;	10.2 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> .	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> .	10.12 Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.7 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;	11 GOVERNING LAW	10.13 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.	All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
8.1.8 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;			
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			
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.			
8.2 You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i> ) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.			
8.3 On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.			

## 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 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>	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 any other sums due to us.	9.3 Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1 If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i> ):	7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.1 the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1 to terminate this agreement immediately for your breach of contract;	8 <b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>	9.3.2 it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2 to retain possession of the <i>Lot</i> ;	8.1 Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.4 You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3 to remove, and/or store the <i>Lot</i> at your expense;	8.1.1 retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.5 If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i> ) and/or damages for breach of contract;	8.1.2 deliver the <i>Lot</i> to a person other than you; and/or	9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.7 If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6 to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i> ) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	9.8 Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7 to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.2 The discretion referred to in paragraph 8.1:	<b>10 OUR LIABILITY</b>
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;	8.2.1 may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2 Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.10 on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i> ) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	<b>9 FORGERIES</b>	10.2.1 handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11 refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9.1 We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.2 changes in atmospheric pressure; nor will we be liable for:
7.2 You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.2 Paragraph 9 applies only if:	10.2.3 damage to tension stringed musical instruments; or
	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	10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
	9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and	
	9.2.3 within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .	

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

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

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

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

## 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

## 12 MISCELLANEOUS

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

12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

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

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

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

12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

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

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

## 13 GOVERNING LAW

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

## DATA PROTECTION – USE OF YOUR INFORMATION

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

## APPENDIX 3

### DEFINITIONS AND GLOSSARY

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

### LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 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 Rahimpour  
+1 415 503 3392

## Chinese & Asian Art

UK  
Asaph Hyman  
+44 20 7468 5888  
U.S.A  
Dessa Goddard  
+1 415 503 3333  
HONG KONG  
+852 3607 0010  
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 Chompaisal  
+1 323 436 5469

## Modern Design

Gareth Williams  
+44 20 7468 5879

## Motor Cars

UK  
Tim Schofield  
+44 20 7468 5804  
U.S.A  
Mark Osborne  
+1 415 503 3353  
EUROPE  
Philip Kantor  
+32 476 879 471

## Automobilia

UK  
Toby Wilson  
+44 8700 273 619  
U.S.A  
Kurt Forry  
+1 415 391 4000

## Motorcycles

Ben Walker  
+44 8700 273616  
Automobilia  
Adrian Pipiros  
+44 8700 273621

## Musical Instruments

Philip Scott  
+44 20 7393 3855

## Native American Art

Jim Haas  
+1 415 503 3294

## Natural History

U.S.A  
Claudia Florian  
+1 323 436 5437

## Old Master Pictures

UK  
Andrew Mckenzie  
+44 20 7468 8261  
U.S.A  
Mark Fisher  
+1 323 436 5488

## Orientalist Art

Charles O'Brien  
+44 20 7468 8360

## Photography

U.S.A  
Judith Eurich  
+1 415 503 3259

## Portrait Miniatures

Jennifer Tonkin  
+44 20 7393 3986

## Prints

UK  
Rupert Worrall  
+44 20 7468 8262  
U.S.A  
Judith Eurich  
+1 415 503 3259

## Russian Art

UK  
Sophie Law  
+44 20 7468 8334  
U.S.A  
Yelena Harbick  
+1 212 644 9136

## Scientific Instruments

Jon Baddeley  
+44 20 7393 3872  
U.S.A.  
Jonathan Snellenburg  
+1 212 461 6530

## Scottish Pictures

Chris Brickley  
+44 131 240 2297

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(Attendee / Absentee / Online / Telephone Bidding)

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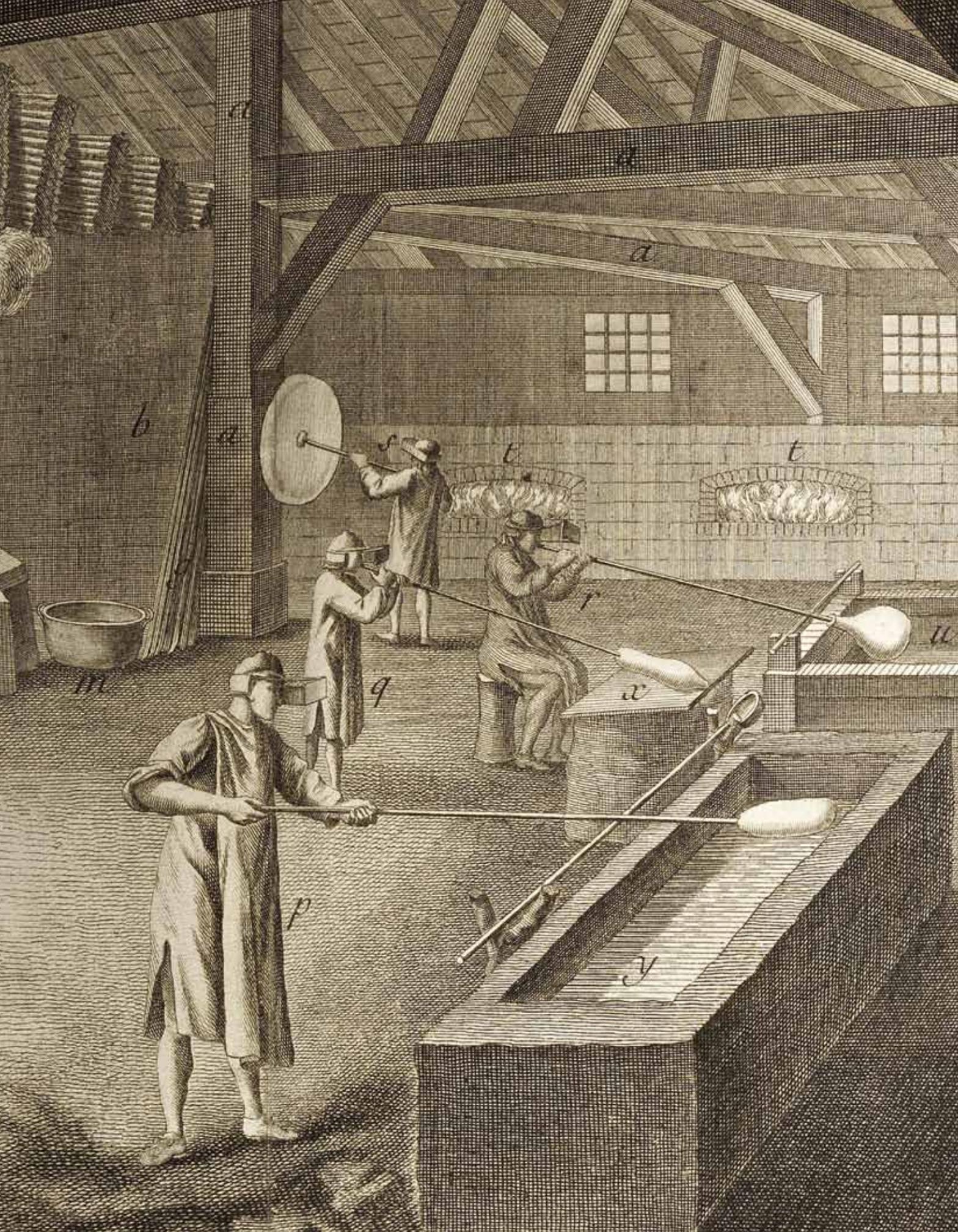
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