FINE BRITISH POTTERY & PORCELAIN

Wednesday 12 November 2014



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FINE BRITISH POTTERY & PORCELAIN

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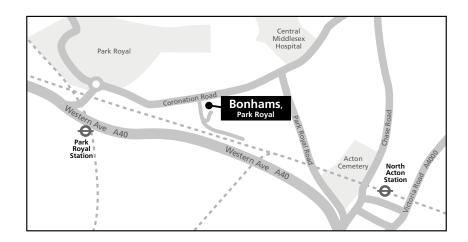
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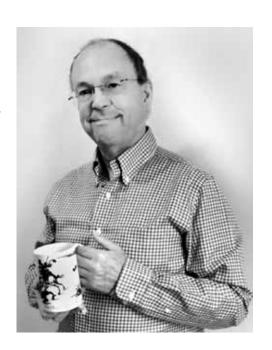
THE STEVE MCMANUS COLLECTION

lots 1-39

Casual purchases 20 years ago first of an 18th century blue and white Worcester porcelain bowl and second of a delftware plate led me to an interest in ceramics which, with its combination of aesthetic pleasure and endless scope for study and research, has kept me absorbed ever since. The mainstay of my collecting has been the myriad designs on English delftware. Wherever possible I have sought out dated or documentary examples. A particular highlight of my collecting career was the acquisition of the exceptional posset pot (lot 9), painted in no fewer than five high temperature colours. Not only is it dated 1695 - meaning that it was made around half way through the very long period during which tin-glazed earthenware was manufactured in England - but it also bears the initials SM which through a delightful piece of serendipity just happen to be my initials. As I explained in a lecture to the English Ceramic Circle (2012 Transactions), this pot has a very interesting Provenance: it was first recorded in the December 1903 Sotheby's sale of the collection of John Hodgkin Esq, son of John Eliot Hodgkin FSA who along with his daughter Edith Hodgkin compiled the pioneering study, 'Examples of Early English Pottery, Named, Dated and Inscribed', privately printed in 1891. Researching my pieces in this way brought me enormous satisfaction and I hope that other collectors will derive the same enduring pleasure and enjoyment I have had from handling and studying delftware pots, plates and tiles.

S.J McManus, October 2014

Further delftware and tiles from the S J McManus Collection will be sold in Bonhams specialist Oak Sale on 28 January 2015 and also in a subsequent ceramics sale in the spring, both held at Bonhams Oxford salerooms.









A LONDON DELFTWARE FLOWER VASE AND A POWDERED **MANGANESE MUG, CIRCA 1650-60**

Both probably Southwark, the white-glazed vase of ovoid shape on a spreading circular foot, three nozzles alternating with shell shaped scrolls applied below the wavy rim, 11cm high (discoloured, some restoration), the small mug of cylindrical shape widening towards the base, the exterior with powdered manganese decoration, 8.2cm high (handle replaced) (2)

£1,500 - 3,000 US\$2,400 - 4,800

Provenance:

The S J McManus Collection

For related vases bearing dates between 1650 and 1683, see Lipski and Archer, Dated English Delftware (1984), p.355. A plain example is illustrated by Michael Archer and Brian Morgan, Fair as China Dishes (1977), p.31 and another from the Simon Sainsbury Collection was sold by Christie's, 18 June 2008, lot 23.

For a similar mug with powdered manganese decoration see Frank Britton, London Delftware (1987), p.121.

A NETHERLANDS DELFTWARE ALTAR VASE, FIRST HALF 16TH **CENTURY**

Of squat globular shape with ring handles at both sides, painted in dark blue on either side with the Sacred Monogram IHS flanking a crucifix, 9.3 cm high (incomplete)

£600 - 1,000 US\$970 - 1,600

Provenance:

The Derek Sherborn Collection With Sampson and Horne The S J McManus Collection

Exhibited:

Sampson and Horne Exhibition 2008

Similar examples are illustrated by Frank Britton, London Delftware (1987), pp 98-99. Although many Flemish potters were working in Aldgate, London, it is likely that the group of vessels to which this lot belongs were made in the Netherlands, even though a number have been excavated in London.

AN ENGLISH DELFTWARE ADAM AND EVE CHARGER, CIRCA 1690-1700

Probably Brislington, painted in blue, green, manganese and yellow with a serpent coiled around a branch of the Tree of Life, tempting Eve with a yellow apple as she hands another apple to Adam, flanked by further trees, within a blue-dash rim, 34cm diam (restored)

£1,000 - 1,500 US\$1,600 - 2,400

Provenance:

The S J McManus Collection

Literature:

Illustrated by W M Beaumont, The Pedigree of Blue-dash Chargers, in The Connoisseur magazine, September 1925, p.5, no. V.

A NETHERLANDS DELFT CHARGER AND THREE TILES, CIRCA 1620-60

The dish painted in blue with a unicorn, its mane and tail picked out in yellow, a formal border inside the rim also picked out in yellow, 29.6cm diam (restored), Together with three early Dutch tiles, two painted in blue and the other in yellow, blue, green and ochre, each painted with a unicorn within a formal frame, 13cm square (some chips and losses) (4)

£1.200 - 1.700 US\$1,900 - 2,700

Provenance:

The charger with Gary Atkins The S J McManus Collection

Similar tiles are illustrated by C H de Jonge, Dutch Tiles (1971), pl nn8 and 48.



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A LONDON DELFTWARE TULIP CHARGER, CIRCA 1675-1685

Painted in blue, ochre and green with a large tulip flanked by two similar flowers, two carnations and seed pods among leaves, within ochre and blue concentric circles and blue dashes to the rim, the back lead glazed with green streaks, original holes pierced for suspension through the footrim, 34.4cm diam (restored)

£1,500 - 2,000 US\$2,400 - 3,200

Provenance:

The S J McManus Collection

Similar examples with freely painted leaves are illustrated by Michael Archer, Delftware (2013), pp.35-39. Most closely related is the example shown on p.38, fig. A 56.

6 A BRISLINGTON DELFTWARE CHARGER AND AN ENGLISH **DELFTWARE SAUCER DISH, CIRCA 1680**

The Brislington charger painted in blue, manganese and yellow with a figure within a highly stylised Chinese landscape, 34.5cm diam (restored), the saucer dish probably London, painted in blue with two figures within an oriental landscape, 24cm diam (rim chip and cracks) (2)

£1,400 - 2,000 US\$2,300 - 3,200

Provenance:

The S J McManus Collection

A charger also painted with a Chinese figure and with a similar painted background is illustrated by Leslie B Grigsby, The Longridge Collection (2000), vol 2, p 137. Shards excavated at Brislington have the same flowers, see Michael Archer, Delftware Chinoiserie at Brislington in the late Seventeenth and early Eighteenth Centuries, ECC Transactions, Vol 19, part 3, p 520.





TWO ENGLISH DELFTWARE PLATES, DATED 1689 AND 1716

One of flat shape, inscribed in blue with 'R G 1689' within a wreath, 22.1cm diam (large chip, crazed), the other inscribed in blue 'B S H 1716' within a similar wreath, 22cm diam (stabilised crack, associated filled chip, crazed) (2)

£1,000 - 1,400 US\$1,600 - 2,300

Provenance:

The S J McManus Collection

A number of plates related to the first example are recorded by Louis Lipski and Michael Archer, Dated English Delftware (1984), nos 131, 148, 173. 173a, 174, 178 and 194, bearing dates from 1670 to 1692. A plate inscribed RG 1689 is recorded at p 57, no 180 but is not illustrated. Another example in the Longridge Collection is illustrated in Leslie Grigsby's Catalogue, p.115, fig D81. A plate matching the second example, with initials BSH 1716 is in Ipswich Museums and is illustrated by Lipski and Archer, op cit, p.75, no 282.



AN ENGLISH DELFTWARE POSSET POT, CIRCA 1710-20

Probably London, of baluster form with an everted rim and broad strap handles, painted in dark blue with four Cupids holding bows and arrows, sponged trees in between, 16cm high (minor chips only, cover lacking)

£1,500 - 1,800 US\$2,400 - 2,900

Provenance:

The S J McManus Collection

A very similar posset pot is illustrated by Michael Archer, Delftware at the Fitzwilliam Museum (2013), p 210.













AN IMPORTANT ENGLISH DELFTWARE POLYCHROME POSSET POT. DATED 1695

Of bellied form with grooved handles applied with snakes, their bodies picked out in green and their heads protruding at the upper terminals. painted in blue, orange, brown, yellow and turquoise-green with birds perched on wispy branches, the spout flanked with the initials 'SM' and date '1695', the reverse with further birds and a handsome peacock, formal borders around the spreading foot and everted neck, 16cm high (cover lacking, minor chips and flaking)

£20,000 - 30,000 US\$32,000 - 48,000

Provenance:

The John Eliot Hodgkin Collection His son, John Hodgkin's sale at Sotheby's 2 December 1903 The S J McManus Collection

Literature:

This important posset pot is discussed by Steve McManus in a paper to the English Ceramic Circle, published in the Transactions, Vol.23, 2012, pp. 181-192. This pot is mentioned by Louis Lipski and Michael Archer, Dated English Delftware (1984), p.211, no. 931 as being in the collection of J Hodgkin. John Eliot Hodgkin was an early authority on British ceramics and as well as his pioneering book on inscribed and dated pottery, he published the first categorised list of Liverpool printed tiles.

A very similar posset pot painted with the same design in this rare polychrome palette, was sold by Christie's, 10 February 1986, lot 2. This example, which also lacked a cover, was inscribed in the interior 'BBS 1695'. It sold to the dealer Tristram Jellinek for £5,000. Most early English delftware posset pots are decorated just in blue or in blue and black and these are very rarely found in five colours as here.

Snake handles on posset pots first appear in the 1670s, becoming more exuberant in form early in the 18th century, the latest example recorded by Lipski and Archer being dated 1703. Simpler applied scrolls seem to have followed on from the use of snakes. Another example with snakes is illustrated by Leslie B Grigsby, The Longridge Collection (2000), pp. 310-311. An example with two entwined snakes applied to each handle is illustrated by Frank Britton, English Delftware in the Bristol Collection, p.73, no.4.16.









TWO ENGLISH DELFTWARE 'ARION' PLATES, CIRCA 1740-60

One painted in blue with a boy holding a harp riding on the back of a dolphin, the masts of sailing ships in the distance, a sponged tree on an island to the right, 23cm diam (minute rim chips only), the other in manganese with a similar scene with the ships painted in more detail, 22.5cm diam (restored, minor rim chips) (2)

£1,200 - 1,600 US\$1,900 - 2,600

Provenance:

The S J McManus Collection

The boy may represent Greek mythological musician Arion, saved by a dolphin after pirates had thrown him overboard. A similar plate painted in blue was sold in these rooms 5 December 2007, lot 72 and a pair in manganese was in the Sampson and Horne Collection, 28 April 2010, lot 379.

AN ENGLISH DELFTWARE PUZZLE JUG, CIRCA 1760

Probably Liverpool, of globular form with a cylindrical neck pierced with flowerheads and heart shaped petals, the tubular rim with three short nozzles, the body painted in blue with Chinese figures in a continuous landscape, 19.5cm high (losses to nozzles, cracked)

£1,000 - 1,400 US\$1,600 - 2,300

Provenance:

The S J McManus Collection

Most British delftware puzzle jugs bear written inscriptions or occasionally birds and flowers are found. Painted landscape decoration on a puzzle jug is very unusual.







TWO LONDON DELFTWARE PUNCHBOWLS, CIRCA 1755

Painted on the exterior with Chinese landscapes in blue and manganese, one inscribed inside in blue with 'Success To the British Arms', a bianco-sopra-bianco border of diaper panels and florets below the rim, 26.4cm diam (cracks, a few rim chips), the other inscribed in blue 'One Bowl More And then', a floral bianco-sopra-bianco band below the rim, 26.3cm diam (rim chips and wear) (2)

£1,200 - 1,600 US\$1,900 - 2,600

Provenance:

The S J McManus Collection

A range of similar bowls dated 1755 are known. See Louis Lipski and Michael Archer, Dated English Delftware (1984), pp.273-274. See also Frank Britton, London Delftware (1987), p.150

A LARGE ENGLISH DELFTWARE PUNCHBOWL, DATED 1726

Of deep form, the exterior painted in blue with alternate panels of a seated Chinaman in a landscape and stylised floral decoration, the interior with the inscription 'Drink faier, dont swaeir 1726', 30cm diam (damaged)

£1,000 - 1,400 US\$1,600 - 2,300

Provenance:

The S J McManus Collection

The design used on the exterior of this bowl is unrecorded. The motto 'Drink Fair Don't Swear' has been noted on a number of punch bowls bearing dates in the 1720s and 1730s. See Lipski and Archer, Dated English Delftware (1984), pp 243-253











A RARE ENGLISH DELFTWARE TEABOWL AND A PICKLE DISH, **CIRCA 1750**

The teabowl of plain form, painted in blue with a trailing flowering stalk and an insect in flight, 7.5cm diam (tiny chips to rim), the pickle dish of triangular form, painted in blue with mimosa and a single insect, formal scrolls below the rim, 10.6cm (chipped) (2)

£1,200 - 1,600 US\$1,900 - 2,600

Provenance:

Louis L Lipski Collection The S J McManus Collection

Two pickle dishes of similar shape are illustrated by Leslie B Grigsby, The Longridge Collection, Volume 2, p 225

AN ENGLISH DELFTWARE TEA CANISTER, CIRCA 1760-70

Probably Bristol, of octagonal shape with concave front and side panels, painted in blue with a smart gentleman holding a walking stick, the reverse with a woman carrying a basket, the sides with a floral design, the corner panels and top with a diaper pattern, 10.5cm high (minor chips only, cover lacking)

£2,500 - 3,500 US\$4,000 - 5,600

Provenance:

The S J McManus Collection

Similar examples are illustrated by Michael Archer, Delftware at the Fitzwilliam Museum (2013), pp.290-91.

A LONDON DELFTWARE ARMORIAL PILL SLAB, DATED 1785

Probably Mortlake, of octagonal shape, painted in blue with the arms of the Society of Apothecaries with unicorn supporters, the motto OPIFERQUE PER ORBEM DICOR in manganese on a scroll below, the edge also in manganese, the reverse inscribed in diamond-point 'J Butler 1785', pierced for suspension, 26 high, 21.5cm wide (very minor chips)

£4,000 - 6,000 US\$6,400 - 9,600

Provenance:

The Charles Lomax Collection The A S Marsden-Smedley Collection With Jonathan Horne 2002 The S J McManus Collection

Literature:

Illustrated by Lipski and Archer, Dated English Delftware (1984), p 392 where the diamond point inscription is reproduced. A similar example was sold in these rooms in 28 April 2010, lot 181. Fragments similar to the present lot were found in the Museum of London's excavations at Mortlake within a context datable to 1775-1800. See Sloane, Hoad, Cloake, Perarce and Stephenson, Early Modern Industry and Settlement (2003). A history of the Mortlake potters is explored by Jack Howarth and Robin Hildyard, Joseph Kishere and the Mortlake Potteries (2004)

There are many Butlers who in the 18th century were described as apothecaries. The will of John Roberts Butler, an apothecary in Battersea, was probated on 31 Oct 1746 (The National Archives PROB 11/750/44). A fire insurance was paid in 1778 by Richard Butler, an Apothecary in Highworth and John Butler, proprietor of a Herb Shop in Duke Street voted in the Westminster elections of 1784.

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AN ENGLISH DELFTWARE PLATE AND A RARE TILE, CIRCA 1720 AND 1740-70

Both probably Bristol, the plate freely painted in blue with a smoking bottle kiln in a landscape, 20.3cm diam (some rim chips only), the tile painted in blue with a man looking towards a smoking kiln all within two circular lines, flowerhead decoration at the corners, 12.7 x 12.7cm (a few chips only) (2)

£1,100 - 1,600 US\$1,800 - 2,600

Provenance:

The S J McManus Collection

A similar plate is illustrated by Michael Archer, Delftware in the Fitzwilliam Museum (2013), p 97 and another was sold in these rooms 10 September 2003, lot 38. For similar tiles, see Jonathan Horne, English Tin-Glazed Tiles (1989), p 32.





16 (reverse inscription)









A LONDON DELFTWARE 'MERRYMAN' PLATE, **DATED 1720**

Inscribed '(1) What is a Merryman 1720' in blue within a wreath, 22.5cm diam (broken and restored, chips to rim)

£1,400 - 1,800 US\$2,300 - 2,900

Provenance:

The S J McManus Collection

Merryman plates were made in sets of six, each with one line from a well-known drinking verse...

- 1. What is a merryman
- 2. Let him do what he can
- 3. To entertain his guests
- 4. With wine and merry jests
- 5. But if his wife do frown
- 6. All merryment goes down

Dated examples range from 1682 to 1752, illustrating the popularity of the sentiment. A set dated 1734 is illustrated by Frank Britton, London Delftware (1987), p 143 and an earlier one of 1717 by Louis Lipski and Michael Archer, Dated English Delftware (1984), p 76.

AN ENGLISH DELFTWARE POLYCHROME 'MERRYMAN' PLATE, CIRCA 1720

Inscribed in red '(2) Let him do what he can', within a blue and green wreath, 22.cm diam (some rim chips)

£2,000 - 3,000 US\$3,200 - 4,800

Provenance:

The S J McManus Collection

Merrymen plates with decoration in polychrome are exceptionally rare.

ANOTHER ENGLISH DELFTWARE POLYCHROME 'MERRYMAN' PLATE, CIRCA

Inscribed in red '(5) But if his Wife do frown', within a blue and green wreath, 22.2cm diam (some rim chips)

£2,500 - 3,500 US\$4,000 - 5,600

Provenance:

The S J McManus Collection

LONDON DELFTWARE 'MERRYMAN' PLATE, **DATED 1741**

Painted in blue '(5) But if his wife do frown (1741)', within a blue wreath, 22cm diam (stabilised crack, rim chips)

£1.000 - 1.400 US\$1,600 - 2,300

Provenance:

The F H Garner Collection The John Philip Kassebaum Collection The S J McManus Collection

Literature:

Illustrated by Lipski and Archer, Dated English Delftware (1984), p 108

A LONDON DELFTWARE 'MERRYMAN' PLATE, **CIRCA 1710-50**

Inscribed in blue '(6) All merryment goes down', within a blue wreath, 22.5cm diam (minor chips only)

£1,000 - 1,400 US\$1,600 - 2,300

Provenance:

The S J McManus Collection











AN ENGLISH DELFTWARE PLATE, CIRCA 1765

Probably London, painted in blue with a portrait of John Wilkes flanked by the initials W and L (standing for Wilkes and Liberty) and the number '45' above, 22cm diam (restored crack)

£2.000 - 3.000 US\$3,200 - 4,800

Provenance:

With Gary Atkins The S J McManus Collection

John Wilkes (1727-1797) was a radical, journalist and politician. The number '45' refers to issue 45 of the North Briton, a satirical pamphlet published by Wilkes which criticised the Prime Minister. He was subsequently arrested for seditious libel, but freed under Parliamentary Privilege. His supporters used the phrase 'Wilkes, Liberty and Number 45' to show their support for him.

Delftware with a portrait of John Wilkes is rarely found. A related plate in the Warren Collection at the Ashmolean Museum is illustrated by Anthony Ray, English Delftware Pottery (1968), pl.11, fig.33. A punchbowl in the Bristol Collection is illustrated by Frank Britton, London Delftware, p.158, fig.153.

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A DELFTWARE SAUCER DISH, DATED 1750

Probably London, painted in blue with a Chinaman keeping a stag at bay with a pitchfork, a pine tree, flowering plants and rockwork to the right, inscribed on the reverse 'I*C 1750', 19.5cm diam (restored)

£1,000 - 1,500 US\$1,600 - 2,400

Provenance:

The F H Garner Collection With Jonathan Horne 2003 The S J McManus Collection

Literature:

Illustrated by Lipski and Archer, Dated English Delftware (1984), p.124.



A LONDON DELFTWARE BALLOONING **SAUCER DISH AND A PLATE, CIRCA 1785**

The dish painted in blue with two men seated in a distinctive 'gondola', drifting over a landscape with 'sponged' trees, 22.1cm diam (restored), the plate painted in blue, manganese, green and yellow with a hot-air balloon above a fenced garden, a house to the left, within a festooned border, 23cm diam (minor chips to rim only) (2)

£1,800 - 2,700 US\$2,900 - 4,300

Provenance:

The S J McManus Collection

The saucer dish probably represents Jean-Pierre Blanchard (1753-1809) as he appears to have favoured a 'gondola'. He was one of the pioneers of balloon flight, taking off from Chelsea on 16 October 1784, only a month after Vincenzo Lunardi. His route would have passed over Lambeth and Vauxhall, where the potters would have been able to view the balloon overhead. Blanchard was the first to fly over the English Channel in 1785. For a similar scene on a plate, see Michael Archer, Delftware (2013), p 92. The plate represents Vincenzo Lunardi who took off from Moorfields in London on the 15 September 1784, accompanied by a dog, a cat and a caged pigeon. Fragments of such plates were found in waste tips in Lambeth, suggesting an attribution to the Lambeth High Street or Glasshouse Street factories.



























THREE EARLY LONDON DELFTWARE PAVING TILES, CIRCA 1590-1620

Two probably Aldgate pothouse, painted in blue, green and ochre with, respectively, a running fox and mating chickens, within medallions with a manganese band, 12.5cm 113.5cm wide (chickens tile reduced), and a Southwark tile with a running dog painted in blue, green, manganese, yellow and ochre within a medallion with a yellow band, 13.4cm x 13cm (restored) (3)

£1,300 - 2,400 US\$2,100 - 3,900

Provenance:

The S J McManus Collection The fox tile sold in these rooms 13 December 2006, lot 105

A similar example of the Southwark tile is illustrated by Ian Betts and Rosemary Weinstein, Tin-Glazed Tiles from London (2010), p 101.

FOUR LONDON DELFTWARE PAVING TILES, CIRCA 1580-1620

Possibly Aldgate pothouse, all painted in blue, green, yellow, ochre and manganese with individual animals within concentric circles of blue and manganese, comprising two tiles with a running dog, one with a turtle and one with a calf, all with three oval 'slits' in the corners in white on dark blue, 13.2cm to 13.4cm wide (all with wear and chips)

£1,600 - 2,400 US\$2,600 - 3,900

Provenance:

The S J McManus Collection

A similar example with a turtle is illustrated by Michael Archer, Delftware (1997), p 429. An example with the running dog is illustrated by Ian Betts and Rosemary Weinstein, Tin-Glazed Tiles from London (2010), p.99, fig 45. The Aldgate pothouse is the first recorded in London, listed in 1571 with seven Flemish potters. See the discussion by Betts and Weinstein, op cit, pp.14-15.













TWO EARLY DELFTWARE PAVING TILES AND TWO FRAGMENTS, CIRCA 1580-1620

Attributed to London, one painted with a chequerboard pattern within a medallion and three oval slit corners in blue, manganese, green and ochre, the other with a bear within a medallion painted in blue, manganese, yellow, green and ochre, 13.2cm-13.5cm wide (chips and flaking), together with two tile fragments, one painted with a lion in ochre, blue, green and manganese, the other with a geometric and floral composition painted in blue, yellow and green, 13.5cm x 9cm (losses) (4)

£1,000 - 2,000 US\$1,600 - 3,200

Provenance:

The S J McManus Collection

A similar example of the chequerboard pattern is illustrated by Frank Britton, London Delftware (1986), p 172. The pattern of the medallion around the bear tile is rare and derives from a Dutch prototype.

SIX LIVERPOOL PRINTED DELFTWARE TILES, CIRCA 1756-80

Comprising two fable tiles in red by Sadler and Green within '88' borders, one depicting 'The One-Eyed Doe', the other 'The Cock in the Tree and the Fox', 12.8 and 12.9cm (a few chips), another printed in black with 'Miss Nancy Dawson Dancing the Hornpipe, within an '88' border, 12.6cm (a few chips), another in black with 'Mademoiselle Camargo Dancing' within a rococo frame, signed S. Sadler Liverp.I, 12cm (reduced, filled chips), a rare early wood block tile also by Sadler after J E Nilson depicting a lady and her suitor attended by cupid, 12.7cm (chipped, broken and restuck), and a theatrical tile in black, probably by Guy Green with 'Mrs Yates in the character of Jane Shore', together with the source print from Lowndes's 'New English Theatre' of 1776, 12.8cm (some chips) (7)

£1,300 - 1,750 US\$2,100 - 2,800

Provenance:

The S J McManus Collection

Two similar fable tiles were sold in these rooms 6 June 2007, lots 84 and 85. The Nancy Dawson print appears in The Ladies Amusement and was widely adapted. The print of Mademoiselle Camargo is adapted from an engraving by Laurent Cass of Lancret's painting, now in the Wallace Collection. A similar woodblock tile from the Norman Stretton Collection was sold in these rooms 21 February 2001, lot 337.















30

EIGHT ENGLISH DELFTWARE TILES, CIRCA 1740-75

Painted in blue, comprising five London tiles forming a continuous hunting scene with a running fox, dog, rabbit, a hunter on horseback and another on foot, with unusual corner motifs, 12.6-12.8cm wide (a few minor chips only), a Liverpool tile painted with two running horses within 'Buttercup' corners, 12.5cm wide (chipped), and two Liverpool tiles with fox and stag hunting scenes within 'Barred Ox-head' corners, 12.6-12.8cm wide (minor chips) (8)

£800 - 1,180 US\$1,300 - 1,900

Provenance:

The S J McManus Collection

Six tiles closely related to the first-mentioned set are illustrated by Jonathan Horne (1989), pp.48-49, nos 234-239. Fragments of the corner motif have been excavated in London. The first Liverpool tile is one of a series with animal scenes copied from pls.111 and 112 of *The Ladies Amusement*. Four manganese examples are illustrated by Horne, op cit, p.51, nos 258-261.

3

TWO RARE ENGLISH DELFTWARE FAZACKERLY TILES, CIRCA 1750

Probably Liverpool and painted in 'Fazackerly' colours, one with boldly painted flowers arranged within a shallow blue and white bowl which stands on a rudimentary shelf, 12.7cm wide (drilled hole and minor chips), the other with flowers arranged within a naively-proportioned classical vase, a small bird perched amongst the leaves, the unrecorded blue corners reserving stylised florets, 12.5cm wide (rim chips) (2)

£800 - 1,100 US\$1,300 - 1,800

Provenance:

The S J McManus Collection

















NINE ENGLISH DELFTWARE TILES, CIRCA 1730-60

Comprising: a Liverpool tile painted in blue with a country house within a gated garden, powder blue ground and 'Dandelion' corners, 12.6cm (chipped), two manganese tiles, probably Liverpool, with scenes within a 'Barbed Medallion 'border, 12.7cm (one with minor chips), two London tiles painted in blue with scenes within 'Diaper' corners, 12.9 and 13cm wide (chipped), two tiles, Bristol or Liverpool, with a formal design of flower baskets, 12.9cm wide (one not examined out of frame), and two rare tiles, probably Liverpool, one painted in manganese with two goats, 13.1cm wide (chipped, sections lacking from rim), the other in blue with two reclining sheep, 12.1cm (minor chips) (9)

£1,100 - 1,400 US\$1,800 - 2,300

Provenance:

The S J McManus Collection

A similar powder blue ground tile is illustrated by Jonathan Horne, English Tin-Glazed Tiles (1989), p.20. Tiles with 'Diaper' corners are illustrated by Anthony Ray, English Delftware Tiles (1973), pl.13, nos 137 and 138. Similar tiles to the last-mentioned are discussed by Ray, op cit, pl.55, nos 544-545. The animal tiles are from an important series derived from etchings of sheep and goats by Nicolaes Berchem (1620-1683). Others are illustrated by Jonathan Horne, English Tin-Glazed Tiles (1999), figs 266-273 and Anthony Ray, English Delftware Tiles (1973), figs 339-348. It seems likely that the prints were pricked for transfer onto the tiles as they are identical in size. Three manganese tiles from the series from the Sampson and Horne Collection were sold in these rooms 28 April 2010, lot 526.





33

TWO LONDON DELFTWARE TILES, CIRCA 1725-40

One painted in blue and red with a fisherman seated on a rocky outcrop, a bridge and buildings in the distance, reserved within an octagonal panel on a very rare powder green ground, red 'Carnation' corners, 12.7cm wide (chipped), the other painted with a flower vase in blue, green, red and yellow, reserved within an octagonal panel on a powder blue ground, red 'Carnation' corners, 12.7cm wide (chipped) (2)

£650 - 900 US\$1,000 - 1,400

Provenance:

The S J McManus Collection

Another powder green tile with the more usual flower vase design is illustrated by Jonathan Horne, English Tin-Glazed Tiles (1989), p 62 no 338. A similar tile to the second-mentioned is shown at no 335 and four from the Sampson and Horne Collection were sold in these rooms on 28 April 2010, lot 518.





34

THIRTEEN ENGLISH DELFTWARE TILES, CIRCA 1740-1780

Comprising: five biblical tiles painted in blue with 'Barred Ox-head corners', the circular panels depicting 'The Temptation', 'The Flood', 'Cain Slaying Abel', 'Jonah and the Whale' and 'Jacob gives Esau a Mess of Pottage', 12.5-13.2cm wide (some chips), another tile with the same corners painted in blue with a parish church, 12.5cm wide, a rare Liverpool tile painted in blue with the Crucifixion, 12.4cm wide (corner chipped, drilled), two other tiles painted with figures, one in blue, one manganese, 12.4-12.9cm wide (some chips), and four Liverpool tiles with 'Octagonal Dash' borders, one in manganese with a standing gentleman with a gun, the others in blue with figures in rural landscapes, 12.2-12.7cm wide (some chips) (13)

£1,000 - 1,400 US\$1,600 - 2,300

Provenance:

The S J McManus Collection

The figure of a gentleman with a gun is seen on another Liverpool tile with a different border, illustrated by Anthony Ray, English Delftware Tiles (1973), pl 21, number 214.

35

TWELVE BRISTOL DELFTWARE 'RING'D LANDSKIP' TILES, CIRCA 1720-50

With 'Flowerhead' corners and painted with European subjects within circular panels, comprising eight tiles in manganese including one with a cooper rolling a barrel, the others with figures in rural landscapes, the tree depicted in a distinctive manner, 13-13.4cm wide (minor chips only), and four tiles in blue with figures in landscapes and similar trees, one of these interestingly inscribed to the reverse 'Ring'd Landskip', 13.1-13.3cm wide (minor chips only) (12)

£1,200 - 1,800 US\$1,900 - 2,900

Provenance:

The S J McManus Collection

Related tiles are illustrated by Jonathan Horne, English Tin-Glazed Tiles (1989), p.33. The inscription on the back of one tile, never intended to be seen, records the name used for the design within the delft factory.

36

THREE GOOD BRISTOL POLYCHROME DELFTWARE TILES, CIRCA 1760-75

With bianco-sopra-bianco borders, one painted with a basket of flowers in blue, green, yellow, red and manganese, 13.4cm wide, one in similar colours with a bird standing on one leg, 13.4cm wide (tiny chips only), the last painted in blue with a zig-zag fence and flowers in Chinese style, 13.2cm wide (small chip) (3)

£900 - 1,300 US\$1,400 - 2,100

Provenance:

The S J McManus Collection

A similar tile with a blue fence is illustrated by Jonathan Horne, English Tin-Glazed Tiles (1989), p 59, no 317







A VERY RARE LIVERPOOL DELFTWARE COLOURED PRINTED **TILE, CIRCA 1760-65**

Transfer-printed in black by Sadler with a 'Huntsman and his Dog', the sportsman resting on a grassy mound with his dog beside him and their quarry before them, delicately coloured in enamels, 12.9cm wide, (minor glaze flake only)

£800 - 1,200 US\$1,300 - 1,900

Provenance:

The Sampson and Horne Collection, sold in these rooms 28 April 2010, lot 287

The S J McManus Collection

A similar tile is illustrated by Anthony Ray, English Delftware Tiles (1973), fig 673 and Liverpool Printed Tiles (1994), p.34, fig C3-3.

FIVE BRISTOL DELFTWARE TILES, CIRCA 1750-70

Comprising: a rare manganese tile painted with two gentlemen boxing, 13.4cm wide (minor chips only), another tile in manganese with touches of blue, painted with a gardener watering a potted plant, 13cm wide, (minor chips only), and three 'Bowen' type Bristol tiles painted in blue with landscapes with sponged tree, one with a staghunt, the other two with figures, 12.2-13.2cm wide (minor chips only) (5)

£950 - 1,350 US\$1,500 - 2,200

Provenance:

The S J McManus Collection

The boxing tile is illustrated by Anthony Ray, English Delftware Tiles (1973), pl 17, no 175.



37













A LONDON DELFTWARE WINE BOTTLE, CIRCA 1640-50

Probably Southwark, with a plain white glaze, of globular form with a short spreading foot, the looped handle with pointed lower terminal, 14.5cm high (slight glaze crazing)

£3,000 - 4,000 US\$4,800 - 6,400

Provenance:

The S J McManus Collection

Without a label, plain delftware wine bottles could be re-used as serving vessels and relatively few have survived. Some of these have been labelled at a later date by forgers in an attempt to make them more desirable. Undecorated white bottles are thus guite rare.

40

A VERY RARE LONDON DELFTWARE FUDDLING CUP, CIRCA 1630-50

Probably Rotherhithe or Southwark, formed by four small conjoined vessels linked by simple twisted handles, the glaze in white, 8.1cm high (some chips)

£5,000 - 7,000 US\$8,000 - 11,000

Examples of this basic form are recorded with dates between 1633 and 1649. Examples with four containers are extremely rare. See Michael Archer, Delftware in the Fitzwilliam Museum (2013), p.189 for another example which has an extra twist on the handles. For another, attributed to Southwark in the Museum of London see Frank Britton, London Delftware (1986), p.117 and the ECC Trans, Vol.19, pt.3, p.503, fig 4.

41

A RARE LONDON DELFTWARE FUDDLING CUP, CIRCA 1630-50

Probably Rotherhithe or Southwark, formed by three small conjoined vessels linked by intertwined handles, with a plain white glaze, 8.5cm high (loss to one rim, some chipping)

£3,000 - 5,000 US\$4,800 - 8,000

To 'fuddle' means to confuse, as with the effects of alcohol. Fuddling cups have medieval origins in Germany and the shape became popular in 17th century London. It has been suggested that each cup was filled with a different alcoholic drink and the cup was shaken until the spirits were blended. As a wager, the drinker then had to identify the contents. See the paper by Mary White in the ECC Trans, Vol.19, Pt.3.

Two delftware examples formed from three vessels are illustrated by Michael Archer, Delftware in the Fitzwilliam Museum (2013), p.189. A similar example from Harvey's Wine Museum was sold in these rooms 1 October 2003, lot 28.







A LONDON DELFTWARE ROYAL BLUE-DASH CHARGER, CIRCA

Painted in green, yellow, blue, ochre and manganese with a full-length portrait of King William III, wearing coronation robes, crowned and holding an orb and sceptre, flanked by the initials WR and tiered trees, the blue-dash rim enclosing yellow dashes, 34cm diam (fine crack, chips restored)

£9,000 - 11,000 US\$14,000 - 18,000

Provenance:

The Sampson and Horne Collection, sold in these rooms 28 April 2010, lot 71.

A similar example is illustrated by Michael Archer, Delftware in the Fitzwilliam Museum (2013), p.12, A.14.



A LONDON DELFTWARE ROYAL BLUE-DASH CHARGER, **CIRCA 1705**

Painted in blue, yellow, black and green with a full-length portrait of Prince George of Denmark in full armour and cape, a baton in his right hand, flanked by the initials PG and sponged trees, within a yellow line and a blue-dash rim, 34.9cm diam (a few rim flakes only)

£8,000 - 11,000 US\$13,000 - 18,000

Provenance:

The John Philip Kassebaum Collection The Longridge Collection

Literature:

Illustrated by Leslie B Grigsby, The Longridge Collection (2000), Vol 2, p 70, D38.

Prince George of Denmark (1653-1708) married the future Queen Anne on 28 July 1683 in London. George was sidelined during William III's reign, but he had an amiable and easygoing personality. He and Anne had a happy marriage marred by the impossibility of having children.



AN ENGLISH DELFTWARE QUEEN ANNE PORTRAIT PLATE, **CIRCA 1702-14**

Probably Bristol, painted in blue, red and green with a portrait of the Queen flanked by the initials A R, within blue concentric lines, 22.4cm diam (minor rim wear only)

£5,000 - 7,000 US\$8,000 - 11,000

Provenance:

The Longridge Collection

Literature:

Illustrated by Leslie B. Grigsby, The Longridge Collection, p 68, D36, where it is attributed to Bristol based of the profile. A similar example is illustrated by Frank Britton, English Delftware in the Bristol Collection (1982), p143.



A FINE ENGLISH DELFTWARE SHIP BOWL, CIRCA 1765

Probably Liverpool, the interior painted in blue with a British frigate with sails folded, gun ports open and detailed rigging, the exterior with a continuous Chinoiserie scene of pagodas, trees and insects, formal borders below the rim, 23.2cm diam (some typical chipping only)

£3,000 - 5,000 US\$4,800 - 8,000

The ship depicted is a rare example of a warship, with the Union Jack, pennant and squadronal ensign, as opposed to the commercial ships more usually depicted on delftware. It seems to have 32 guns, such ships being classified by the Royal Navy in 1750 as fifth-rate frigates with a main battery of twenty-six 12 pounder guns and six or more smaller guns mounted on the quarterdeck. Without a name, it is not possible to identify her. Another example of a bowl with a warship is illustrated in Michael Archer, Delftware (1997), pp.308-09.







A LONDON DELFTWARE FARMYARD PLATE, CIRCA 1730-40

Probably Vauxhall, painted in blue, red and green with a cockerel between a flower and reeds, a stylised insect on the right, 22.6cm diam (restored)

£3,000 - 4,000 US\$4,800 - 6,400

Three related plates are illustrated by Leslie B. Grigsby, The Longridge Collection, (2000), p.167. A plate with the same design within a chainlink border is illustrated by Frank Britton, London Delftware (1987), p.142, pl.120. The painting of the cockerel is similar to that found on a group of wares attributed to Vauxhall on the basis of a fragmentary butter bowl of the pattern found on the factory site. See Michael Archer, Delftware in the Fitzwilliam Museum (2013), p.120 and Massey, Marno and Spero, Ceramics of Vauxhall (2007), p.22.

AN ENGLISH DELFTWARE 'FARMYARD' PLATE, CIRCA 1720-30

Probably Bristol, of typical 'pancake' shape, with a peacock painted in blue, yellow and red, standing between manganese sponged trees, the rim with a single blue line, 22.5cm diam (some rim chips only)

£1,200 - 1,500 US\$1,900 - 2,400

A similar example was sold in these rooms 28 April 2010, lot 337.



A RARE BRISTOL DELFTWARE PLATE, CIRCA 1715

Brightly painted in blue, red, green and yellow with a 'jumping boy', the Chinese boy in the centre within rich patterned borders and a dentillated design around the rim, 22.1cm diam (minor rim chips only)

£1,400 - 1,800 US\$2,300 - 2,900

Provenance:

With Jonathan Horne

A plate with related decoration was exhibited by Jonathan Horne in 2006 and is illustrated in his catalogue at p.35(E).

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AN ENGLISH DELFTWARE PLATE, CIRCA 1720

Probably Bristol, painted in blue, manganese, green and yellow with a bird swooping between sponged trees, stylised birds in the background, within a blue ribbon border, 20.5cm diam (rim wear)

£1,200 - 1,500 US\$1,900 - 2,400

A similar example is illustrated by Michael Archer and Brian Morgan, Fair as China Dishes (1977), p 85.











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TWO ENGLISH DELFTWARE PLATES, CIRCA 1730-40

One painted freely in blue with a sitting rabbit between trees sponged in manganese, 21.5cm diam (minor chips only), the other painted in blue with a girl carrying a basket on her head, flanked by sponged trees, 19cm diam (minor rim wear only) (2)

£1,200 - 1,500 US\$1,900 - 2,400

TWO ENGLISH DELFTWARE PLATES, CIRCA 1730

One painted in red, blue, yellow and manganese with a tall pavilion between sponged trees, within a red and blue ribbon border, 20.4cm diam (restored, rim chips), the other painted in blue and manganese with a seated figure between sponged trees, a church tower in the distance, 22cm diam (rim chip and wear) (2)

£1,200 - 1,500 US\$1,900 - 2,400

A plate of similar pattern to the second example but painted in blue, red, green and manganese is illustrated by Frank Britton, English Delftware in the Bristol Collection (1982), p.299.

AN ENGLISH DELFTWARE PLATE, CIRCA 1700

Brislington or perhaps London, naively painted in blue with a singlemasted ship in full sail, flanked by three smaller boats, flights of birds in the sky above, blue tramline borders inside the turnover rim, 20.4cm diam (rim chips only)

£1,000 - 1,500 US\$1,600 - 2,400

A plate with related decoration from the Harriet Carlton Goldweitz Collection was sold by Sotheby's New York 20 January 2006, lot 36. See also a punch bowl illustrated by Leslie B Grigsby, The Longridge Collection, Vol.2, p.333.



A LONDON DELFTWARE PILL JAR, CIRCA 1670-90

Of small size and ovoid shape, painted in blue with a bold strapwork label inscribed 'P: Aleophan', a fleur de lys below, flanked by pendant swags and stylised flowers, 9.5cm high (minor chips)

£1,000 - 1,200 US\$1,600 - 1,900

P Aleophan stands for pilulae Alephanginae, scented pills made from aloes, cloves, nutmeg, rose petals and other scented ingredients and used to treat epilepsy, migraines and melancholy. A jar with a similar label and dated 1675 is illustrated by Rudolf E A Drey, Apothecary Jars (1978), p 133.

54

AN ENGLISH DELFTWARE ANTI-JACOBITE PLATE, CIRCA 1745 **OR PERHAPS 1715**

Probably London, painted in blue with the inscription 'No Pretender' within a wreath, two concentric lines inside the rim, 22.3cm diam (some slight rim chips)

£4,000 - 6,000 US\$6,400 - 9,600

A similar example with the date 1745 is illustrated by Louis Lipski and Michael Archer, Dated English Delftware (1984), p.113. It is also possible that the plate coincides with the earlier 1715 rebellion. See the anti-Jacobite plate illustrated by Lipski and Archer, op cit, p.73. The cry of 'No Popery, No Pretender, King George and the Royal Family Forever' was used by Hanoverian supporters since at least 1716. See Colin Haydon, Anti-Catholicism in Eighteenth Century England (1993), p.57.





A GOOD STAFFORDSHIRE SLIPWARE DISH, MID 18TH **CENTURY**

Of rounded rectangular form with a piecrust rim, decorated with a cream-coloured ground finely trailed and combed in brown slip, 39cm wide (cracks)

£1,500 - 2,000 US\$2,400 - 3,200

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AN ENGLISH SLIPWARE PORRINGER, DATED 1789

Probably Staffordshire, naively potted and applied with two strap handles, the orange-brown body applied with a dark brown slip coat, decorated in cream-coloured slip with simple motifs and inscribed under the rim 'E G 1789', 11.7cm high (damaged)

£1,000 - 1,500 US\$1,600 - 2,400





57

A FINE STAFFORDSHIRE CREAMWARE LION, CIRCA 1770-80

Boldly modelled in hollow form and seated on an oval base with its head turned to the viewer, its tail curled around its hind quarters, its mouth open to show a fine set of teeth, coloured with sponged underglaze brown oxide, 19cm high (chipped)

£800 - 1,000 US\$1,300 - 1,600

A similar model in the Burnap Collection in the Nelson-Atkins Museum of Art is illustrated by Leslie B Grigsby, The Henry H Weldon Collection (1990), p.338. Another from the Earle Collection was in the Rous Lench sale, Sotheby's 1 July 1986, lot 142. Neither of these other examples have the pronounced teeth which are individually cut into the present lot.

A STAFFORDSHIRE LEAD-GLAZED FIGURE OF A FIDDLER, **CIRCA 1750-70**

Standing on an oval base with rouletted borders, his breeches washed in yellow and edges of his coat in green, his fiddle and bow also in yellow, 15.4cm high (some damage and restoration)

£1,000 - 1,500 US\$1,600 - 2,400

A very similar standing figure of a horn player by the same maker is illustrated by Pat Halfpenny, English Earthenware Figures (1991), p.27. The horn player has the same rouletted borders and decoration on the back of the support and both have a similar pose and hairstyle. See also the figure illustrated by Leslie B. Grigsby, The Henry H Weldon Collection (1990), p.415.





A RARE CREAMWARE TEAPOT AND COVER, DATED 1765

Of globular form with a crabstock handle and spout, inscribed in red 'Hannah Whitley 1765' within an elaborate cartouche of scrollwork and flowers, the reverse with a lady carrying a basket of flowers in a rural landscape including a windmill, 12.5cm high (cover and spout restored) (2)

£3,000 - 4,000 US\$4,800 - 6,400

Provenance:

The S J McManus Collection

This lot is amongst the earliest examples of dated English creamware. The distinctive shape with a crabstock handle and spout derives from Staffordshire salt-glazed stoneware and it is rare to find this form in creamware. A group of creamware teapots of the same shape and a similar date were made for the American market with the inscriptions 'No Stamp Act' and 'American Liberty Restored'. The present example is likely to be by the same maker, presumably a Staffordshire manufactory that made creamware for the American market.

Hannah Whitley is not an uncommon name in the 18th century and indeed, there are a number of Whitleys, including Hannahs, mentioned in the American colonies. It is possible that this teapot was made for Hannah Wilkinson who married John Whitley in Wakefield in 1765. In 1789 another Hannah Whitley was hanged in York for the murder of Joseph Rhodes.





TWO PEARLWARE MUGS, ONE DATED 1781

Both of cylindrical shape and painted in blue, the smaller painted with a lady at a spinning wheel, inscribed 'Spinner' above, and a man at a weaving loom with 'Weaver' above, inscribed above the foot 'John & Ruth Best 1781', and on the base 'John & Ruth Best weaver & Spinner July 14 1781, 12cm high (fine cracks and chip on the foot), the larger mug with three figures in a rural landscape, their names inscribed above them, 'John Taylor' standing and beckoning towards 'Thos and Hannah Taylor' who hold a rake and a pitchfork, 15.2cm high (chips and fine cracks) (2)

£1,600 - 2,200 US\$2,600 - 3,500

Provenance:

The S J McManus Collection

An old paper label adhering to the underside of the larger mug refers to a Thomas Taylor who was born in 1785 and married Hannah Lasson. They had a son named John Taylor. This mug is too early in date to have been made for this Thomas Taylor and instead the people depicted on this mug must represent a previous generation of the Taylor family. This mug was sold in these rooms 18 April 2012, lot 42 together with another mug dated 1782 depicting James and Hannah Taylor.





A RALPH WOOD GROUP OF CUPID RIDING ON A PANTHER.

Cupid looking through a telescope, the light brown panther with its head turned to view its rider, the irregular base applied with sieved clay and coloured in brown and green, the fixed rectangular plinth left in the white, 22cm high, impressed 'Ra Wood Burslem' and number 46 (plinth chipped, some restoration)

£1,200 - 1,500 US\$1,900 - 2,400

Provenance:

A M Patrick Collection

A similar example, also incised '46', is illustrated by Pat Halfpenny, English Earthenware Figures (1991), p 76 and another with different colouring is shown on p 91. John Wood's account book lists 9 December 1785 to Mr John Edwards '1 pair Lyon and Panther with cupids coloured and Gilt 4.6d'. Examples of this model are recorded with traces of gilding

A RARE STAFFORDSHIRE FIGURE OF LORD RODNEY, CIRCA

The model attributed to Pierre Stephan, modelled standing on a rocky mound, a cannon resting on the stump behind him, flags, an anchor and a telescope at his feet, his costume highlighted in gold and coloured in blue, orange and black, titled 'LORD RODNEY 5' in gold within the interior of the base, 32.1cm high (some restoration)

£1,000 - 1,500 US\$1,600 - 2,400

This fine model belongs to a series of enamelled pearlware figure of British heroes, some of which appear to be derived from Derby porcelain prototypes. Related models are seen in unglazed creamware and black basalt. Figures such as Howe, Hood and Duncan have been noted. One figure in enamelled pearlware of Prince Frederick Augustus, Duke of York is recorded with the moulded signature 'Stephan F.' This was sold in these rooms 26 September 1984, lot 109. Pierre Stephan was engaged at the Derby porcelain factory until 1778. His later career has been the subject of much speculation. In The Staffordshire Pottery Directory of circa 1800 Stephan was listed as a modeller and in 1819 he was described as 'a Modeller and Artist... having been employed in [the ceramic industry] nearly all his life'. See Hilary Young's paper in the ECC publication British Ceramic Design 1600-2002, pp. 23-25 where a basalt figure of Rodney is shown as fig 14.





AN INTERESTING PAIR OF PEARLWARE PORTRAIT **MEDALLIONS OF WEDGWOOD INTEREST, DATED 1796**

Potted by William Sheldon, of circular form with reeded and beaded borders, one moulded in relief with a portrait of Josiah Wedgwood, the other with Edward Bourne, the frames and reliefs picked out in colours, 14cm diam, incised in script 'William Sheldon Etruria November 7th 1796' above titles 'Josiah Wedgwood' and 'Edward Bourne' (chipped) (2)

£1,000 - 1,500 US\$1,600 - 2,400

These plaques are discussed by Geoffrey Godden, The Encyclopaedia of British Pottery and Porcelain Marks (1991), Appendix S, p 732 where he states that William Sheldon was employed by Wedgwood. Edward Bourne was a bricklayer at the Etruria factory and was known as 'Old Bourne'. Both portraits appear to be taken from Wedgwood moulds, although Bourne is normally depicted with a trowel to the right of the bust. The portrait of Bourne was modelled by William Hackwood in 1778 and Josiah Wedgwood by Joachim Smith in 1773. See Robin Reilly, Wedgwood the Portrait Medallions (1973), pp.69 and 333. Dated 1796, these plagues were made the year after the death of Josiah Wedgwood I in 1795 but the circumstance of their manufacture is uncertain.

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A RALPH WOOD 'MOULD 51' TOBY JUG, CIRCA 1785-90

Modelled wearing a dark-brown tricorn hat, light-brown coat and palevellow breeches, a beaker raised to his mouth, a jug resting on his knee and a pipe at his side, 25cm high (repair to hat, chip to foot, star crack to base)

£1,000 - 1,500 US\$1,600 - 2,400

Provenance:

The Lord Mackintosh of Halifax Collection Inventory number 144







65

A GOOD STAFFORDSHIRE SALT-GLAZED SAUCEBOAT, CIRCA 1750-55

Of quatrelobed form, the rim and handle moulded with scrollwork, the sides with flower sprays picked out in bright enamels, a border of leaves and tufts of grass around the foot, half flowerheads and a green seeded border below the interior rim, 18.8cm long

£800 - 1,200 US\$1,300 - 1,900

Provenance:

The Wallace Elliot Collection
The floral moulding is unusual, most examples of this
form having a moulded mosaic ground of the type also

made in porcelain at Longton Hall

66

A STAFFORDSHIRE SALT-GLAZED 'HOUSE' TEAPOT AND COVER, CIRCA 1740-50

Crisply moulded in the form of a classical house of three storeys on one side and two on the other, a figure and vine moulded on the flank walls, with a hand and serpent spout and a flattened loop handle, 14.5cm high (some restoration, cover replaced) (2)

£800 - 1,200 US\$1,300 - 1,900

Provenance:

Anthony Belton Collection

A similar example is illustrated by Bernard Rackham, The Glaisher Collection of Pottery and Porcelain (1987), vol.2, p.41.



A STAFFORDSHIRE SALT-GLAZED 'JACOBITE' **TEAPOT AND COVER, CIRCA 1745-50**

Of globular shape with a crabstock handle and spout, enamelled in colours with a half-length portrait of Prince Charles Edward Stuart, within a chain cartouche flanked by a thistle and a white rose with a bud, the reverse with red rose and bud and other flowers, the cover painted with a further thistle, red rose and a bud, 13.2cm high (some damage) (2)

£4,000 - 5,000 US\$6,400 - 8,000

This teapot forms part of a group of Staffordshire saltglazed items decorated with Jacobite emblems. See the closely related cream jug sold in these rooms 5 December 2007, lot 57 and the larger example in the Schreiber Collection in the Victoria and Albert Museum (no.C.40-1955). Other known Jacobite pieces show cartoon-like figures and more formal Jacobite flowers, for example a small mug sold by Bonhams at Trelissick House, 24 July 2013, lot 439.









THREE STAFFORDSHIRE SALT-GLAZED TEAPOTS AND **COVERS, CIRCA 1760**

Comprising a teapot with a titled profile portrait of the King of Prussia, titled 'Fred.Prussia Rex', the reverse with a crowned eagle inscribed 'Semper Sublimis', reserved on an ermine ground, 11.1cm high (restored, cover replaced), a large teapot and cover on three hoof feet painted with Chinese figures and flowers, 14.4cm high (restored), and a teapot and cover of small size, painted with a fashionable lady, 10.3cm high (damaged, spout restored) (3)

£1,000 - 1,500 US\$1,600 - 2,400

TWO RARE STAFFORDSHIRE SALT-GLAZED STONEWARE MUGS, DATED 1764

With everted rims and broad strap handles with 'pinched' lower terminals, both inscribed in black 'John and Ellin Nuton, 1764, Woodhead' within a cartouche of leaves and shells in green, orange, blue and yellow, naively painted flowering plants to either side, 16.2cm and 12.7cm high (large mug with a small restored chip, smaller mug with handle restored) (2)

£1,500 - 2,500 US\$2,400 - 4,000





A STAFFORDSHIRE WHITE SALT-GLAZED PLATE, CIRCA 1756-

The border crisply moulded with three diaper panels reserving a portrait of the King of Prussia, an eagle and a group of war trophies, the panels between inscribed 'SUCCESS TO THE KING OF PRUSSIA AND HIS FORCES', 23cm diam

£1.200 - 1.800 US\$1,900 - 2,900

Provenance:

With Garry Atkins The S J McManus Collection

A similar plate is illustrated by Diana Edwards and Rodney Hampson, White Salt-Glazed Stoneware (2005), p 162. These plates were advertised for sale in America and shards have been found in excavations in Williamsburg, Virginia.

A RARE STAFFORDSHIRE ENAMELLED SALT-GLAZED STAND, **CIRCA 1760**

Of oval shape, brightly painted with a Chinoiserie figure of a bird seller between a building and a cactus, details of his puce robe gilded, the rim moulded with alternate panels of basket-work washed in brown, yellow, puce and blue, with the edge picked out in green, 16cm wide (chip to rim)

£800 - 1,200 US\$1,300 - 1,900

A similar example, with matching butter tub and cover was sold in the Rous Lench Collection, Sotheby's 1 July 1986, lot 107 and is in the Henry Weldon Collection, illustrated by Leslie B Grigsby, English Pottery (1990), p1.39. Another example is in the Colonial Williamsburg Collection.



A RARE STAFFORDSHIRE SALT-GLAZED SPOON TRAY AND **FOUR SWEETMEAT OR PICKLE TRAYS, CIRCA 1745-50**

The shaped spoon tray press-moulded with scrolling plants, 16.5cm wide (rim chips), one pickle dish of triangular form with similar decoration, 12.7cm, another of scalloped triangular form, 10.2cm, the last press-moulded with Chinoiserie scenes, 11.9cm wide (one damaged, one restored) (5)

£1,000 - 1,500 US\$1,600 - 2,400

A similar spoon tray, triangular dish (shown together with its block mould) and shaped triangular dish are illustrated by Arnold Mountford, Staffordshire Salt-Glazed Stoneware (1971), pls.103, 104 and 105 where they are attributed to Thomas and John Wedgwood of the Big House Burslem.



A COLLECTION OF KNIFE AND FORK HANDLES, CIRCA 1720-1775

All with metal fittings, comprising a pair of Chinese famille verte knife and fork handles, 8.3 and 9.0cm, two Chinese imari knife handles, 8.7cm, a pair of Worcester knife and fork handles painted in blue with the 'Knife Handle Formal Daisy' pattern (I.E.43), 9.2cm and 7.8cm, a Worcester fork handle of 'Rose and Formal Sprays' pattern (I.E.30), 6.5cm, a Bow knife handle painted in colours with floral sprays, 8.4cm (cracked), a Bow knife handle painted in blue with a formal design of scrollwork, 7cm, and a St Cloud fork handle painted in blue with a similar design, 6.1cm (10)

£1,200 - 1,500 US\$1,900 - 2,400

Provenance:

The Chinese handles from the Benjamin Edwards Collection

AN EXCEPTIONAL PAIR OF SOUTH STAFFORDSHIRE ENAMEL **PLAQUES, CIRCA 1770**

Of rectangular form, both finely painted with extensive rural landscapes, one with a traveller crossing a bridge, a ruined castle and a town in the distance, the other with a shepherd and his flock, a ruinous building on the hill above and a church on a distant hill, 14.4cm x 19.4cm, old paper labels inscribed 'Miss M A Worthington' and 'For dear Mary in remembrance of her Uncle and Aunt Kentish May 1864' (fine cracks) (2)

£3,000 - 5,000 US\$4,800 - 8,000

The composition of these plaques is similar to the work of John Smith of Chichester, including some of the fifty-three prints published by John Boydell in 1770. The quality of the painting and size of the plaques is exceptional











75 ***** A CHELSEA GROUP OF HARLEQUIN AND COLUMBINE

DANCING, CIRCA 1755 Modelled in the round and arm in arm, Harlequin wearing a comedic mask, broad-brimmed hat, pink breeches and pale yellow tunic, Columbine with pink bodice and floral skirt, a corsage at her breast, the scroll-moulded base picked out in gold and applied with flowers and leaves, 17.6cm high (some damage)

£2,000 - 3,000 US\$3,200 - 4,800

Provenance:

With Winifred Williams, Eastbourne, 1965 The James L Houston Collection, Seattle

This group is copied from the Meissen model of Harlequin and Columbine Dancing, modelled by J J Kändler in 1743. A Meissen example was probably one of those lent by Sir Charles Hanbury Williams to Sir Everard Fawkener for Chelsea to make copies. Variously known as the 'Dutch Dancers', 'Tyrolean Dancers' and 'Polish Dancers', it was copied in Chinese Export porcelain, at Chelsea and at Bow. Meissen, Chelsea and Chinese examples are illustrated by Rosalie Wise Sharp, Ceramics, Ethics and Scandal (2002), pp.150-152, and another, slightly later, Bow example by Peter Bradshaw, Bow Porcelain Figures (1992), p.143. A Meissen example was sold in these rooms 16 May 2001, lot 230 and another Chelsea example on 3 October 2012, lot 59.

TWO BOW FIGURES OF HARLEQUIN AND COLUMBINE, CIRCA

Standing in exaggerated poses on delicately painted scrolled bases, Harlequin masked and wearing a brightly coloured suit, a slapstick in his right hand, Columbine with her dress painted with playing cards, also holding a slapstick, 18.5cm and 17.9cm high (some losses and restoration) (2)

£1,000 - 1,400 US\$1,600 - 2,300

Provenance:

With Winifred Williams, Eastbourne, 1965 and 1972 The James L Houston Collection, Seattle

The figure of Columbine appears to be based upon two Meissen models. The basic pose follows the Peter Reinicke model of 1747 but the raised right arm suggests the slightly later model by Elias Meyer. See Reinhard Jansen (ed), Commedia Dell'Arte (2001), no.37, p.55 and no.43, p.58.





A VERY RARE LONGTON HALL CUP, CIRCA 1752

Of plain U shape with a slightly everted rim, the rustic stalk handle bearing applied leaves and buds, pencilled in black with a Chinese island with a pagoda, dense vegetation and rockwork, a traveller walking to the left, two small boats to either side, the interior with flowers, 6.4cm high (minute losses to handle)

£2,000 - 4,000 US\$3,200 - 6,400

The curious stalk handle is unique to Longton Hall. A polychrome decorated cup of similar shape from the Watney Collection, was sold in these rooms on 22 September 1999, lot 87. The same handle is found on cylindrical cans or mugs as illustrated Bernard Watney, Longton Hall (1957), pl 27B. Pencilling is an extremely rare form of decoration at the factory with only a few examples being recorded. See the sauceboat from the Watney Collection sold in these room on 10 May 2000, lot 501. Watney, op cit, p 37 refers to the occurrence of small fluted dishes with this style of decoration and reproduces at p 69 an entry from the Salisbury Journal of 8 September 1790 which refers to the sale of factory stock to include '...pencil'd...' wares

A CHELSEA WHITE 'GOAT AND BEE' JUG, CIRCA 1745-50

The baluster-shaped jug supported by two goats lying nose to tail, a bee with delicate diaphanous wings resting on a flowering plant moulded below the lip, the rustic handle applied with oak leaves, 11cm high (some losses, chipped and cracked)

£3,000 - 5,000 US\$4,800 - 8,000

Probably modelled by Nicholas Sprimont. A possible source for the design has been suggested by Zorka Hodgson, Sources of inspiration for the Goat and Bee jug and other Chelsea creations, ECC Trans, Vol.14, pt 1, p 40, figs 21 and 22, where a woodblock print by Domenico Campagnols (1500-67) is suggested. A similar example from the Zorka Hodgson Collection was sold in these rooms 10 September 2008, lot 8.





78



A GOOD CHELSEA SAUCER, CIRCA 1752-54

Of fluted form, probably painted by Jefferyes Hamett O'Neale with the fable of 'The Crow and the Fox', the crow perched high in the branches of a tree, the fox seated below, surrounded by a brightly coloured moth and floral sprays and sprigs, brown line rim, 11.7cm diam, red anchor mark (fine crack, slight wear)

£1,500 - 2,000 US\$2,400 - 3,200

Provenance:

The Nigel Morgan Collection

Exhibited:

Flowers and Fables, National Gallery of Victoria, 1 November 1984-10 February 1985 and illustrated by Margaret Legge in the catalogue at p.56. Also by Stephen Hanscombe, Jefferyes Hamett O'Neale (2010), no 24, p.47 and Anton Gabszewicz and Errol Manners, A Selection from the Nigel Morgan Collection of English Porcelain, No 22.

The fable of 'The Crow and the Fox' concerns a fox that coaxes a crow to sing so that he can steal the food he has in his beak. Another saucer with the same fable is illustrated by Hanscombe, op cit, No 13, p.39.

A RARE CHELSEA TEACUP, CIRCA 1752-54

Of fluted form with a delicate scrolled handle applied to the side, probably painted by Jefferyes Hamett O'Neale with the fable of 'The Fox and the Cockerel', the cockerel perched on a fence, the cock seated below, a colourful moth and spray of flowers to the reverse, the interior with a caterpillar and another insect, brown line rim, 7.6cm diam (loss to tip of thumbrest on handle, slight wear)

£2,500 - 3,000 US\$4,000 - 4,800

Provenance:

The Nigel Morgan Collection

Exhibited:

Flowers and Fables, National Gallery of Victoria, 1 November 1984-10 February 1985 and illustrated by Margaret Legge in the catalogue at p.56. Also by Stephen Hanscombe, Jefferyes Hamett O'Neale (2010), no 24, p.47 and Anton Gabszewicz and Errol Manners, A Selection from the Nigel Morgan Collection of English Porcelain, No 22.

The Aesop fable of 'The Fox and the Cockerel' concerns a fox who tries to entice a cock from his perch. The cock agrees, but the fox does not know that a dog is travelling with the cock. A teabowl and a saucer painted with the same fable are illustrated by Stephen Hanscombe, op cit, no 2, p.31 and no 23, p.45. A similar cup, also with a fable subject, is illustrated by John C Austin, Chelsea Porcelain at Williamsburg (1977), p.75.

A RARE CHELSEA CREAM JUG, CIRCA 1752-54

Of deep fluted shape with a graceful scroll handle, probably painted by Jefferyes Hamett O'Neale with the fable of 'The Wolf and the Goat', a yellow flower and caterpillar to the reverse, a dragonfly and a caterpillar within the interior, brown line rim, 5.4cm high (minute chip to rim)

£5,000 - 8,000 US\$8,000 - 13,000

Provenance:

The Notley Abbey Collection

A similar jug painted with the fable of 'The Wolf and the Crane' is illustrated by John C Austin, Chelsea at Williamsburg (1977), p 75, no 58. A taller milk jug with fable decoration, from the Billie Pain Collection, was sold in these rooms on 26 November 2003, lot 32. The fable of 'The Wolf and the Goat' tells of a wolf who sees a goat on the summit of a steep precipice, where he has no chance of reaching her. He calls to her and begs her to come down lest she falls, adding that the meadows where he stands have plenty of tender grass. She replies that it is not for her benefit that she is invited. It is the wolf who is in want of food. The same fable is seen on an octagonal saucer in the Victoria and Albert Museum, illustrated by William H Tapp, Jefferyes Hamett O'Neale (1938), fig 38













82

A PAIR OF CHELSEA SUNFLOWER DISHES, CIRCA 1755

With crisply moulded petals picked out in pale yellow, the handles formed by a thick stem secured by ribbons painted with puce florets and a band of black dots, a leafy branch to one side bearing three smaller flowers picked out in puce, purple and orange, 15.1cm long (some small chips, one dish with small section of rim restuck) (2)

£3,000 - 4,000 US\$4,800 - 6,400

A similar example was sold in these rooms 7 June 2006, lot 100

83

A GOOD CHELSEA BEAKER VASE, CIRCA 1755

Of trumpet form growing from a baluster base, particularly well and fully painted with scattered sprays and sprigs of European flowers, including iris, lily, tulip and chrysanthemum, gold line rim and borders, 19.8cm high

£1,000 - 1,500 US\$1,600 - 2,400

Nicholas Sprimont, the proprietor at Chelsea is known to have purchased 'Six Jars and Beakers of Dresden China Ware' from the chinaman Thomas Morgan. A similar garniture appears in the Chelsea sale catalogue of 29 March 1756, 1st day's sale, lot 66 'One fine high jar, and 2 beakers enamel'd with flowers'. A matching set is at Stourhead, inventory STO/C/75&62, see Patricia Ferguson's paper, Porcelain Purchases of Henry Hoare II of London and Stourhead, ECC Trans, Vol.20, pt.1, pp.58-60.

83



84 A CHELSEA SCENT BOTTLE AND STOPPER, CIRCA 1765

Modelled as a hound killing a fox at the base of a flower encrusted tree, a cat climbing the tree on the other side, a gold flower painted on the underside of the base, the porcelain stopper formed as a flower spray, 8.1cm high (some restoration) (2)

£1,000 - 1,500 US\$1,600 - 2,400

See G. E. Bryant, Chelsea Porcelain Toys (1925), pl.16, no. 1, for a similar example.



85

85 A CHELSEA DOUBLE SCENT BOTTLE AND TWO STOPPERS, **CIRCA 1755**

Modelled as a monkey holding a flower, seated on a domed base painted with flower sprigs, a basket strapped to its back containing a baby monkey emerging from applied flowers, the underside painted with a floral spray, 6.1cm high (some damage and restoration, one stopper replaced) (3)

£1,500 - 2,000 US\$2,400 - 3,200

See G. E. Bryant, Chelsea Porcelain Toys (1925), pl.5, no. 4. A similar example was sold in these rooms 2 June 2004, lot 187.



AN IMPORTANT CHELSEA FIGURE, CIRCA 1754-55

Modelled as a Chinese lady standing on a scrolled base picked out in puce and applied with flowers and leaves, her hair tied up within a black headscarf, her white dress outlined in puce and coloured in blue with simple floral motifs, her turquoise coat lined in yellow and trimmed in red, 21cm high, red anchor mark (one hand lacking, some minor damage)

£3,000 - 5,000 US\$4,800 - 8,000

This figure is not recorded in the Literature but fits well within a small group of Chelsea red anchor figures modelled in the Chinese style by Joseph Willems. The group includes two similar models of three Chinese musicians attended by a boy, one in the Victoria and Albert Museum (Museum Number C.40-1974) and the other illustrated by Yvonne Hackenbroch, The Irwin Untermyer Collection (1957), fig 39, pls.29-3. The outer garment of one of the three adult musicians on the Untermyer example is painted with florets which are very similar to those on the dress of the present lot. Other figures within the group include a pair of Chinese boy musicians on tree stumps, illustrated by Elizabeth Adams, Chelsea Porcelain (2001), fig 9.1, p.119, another Chinese boy musician from the same series sold in these rooms 6 June 2007, lot 211, and a perhaps slightly earlier pair of a Chinaman and a man wearing a Chinese mask, illustrated by Peter Bradshaw, 18th Century English Porcelain Figures (1981), p.106. The present lot is the only figure in the group to exhibit the distinctive scrolled base.

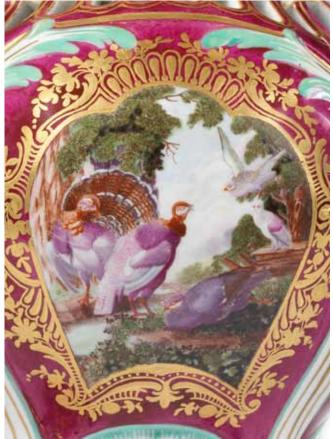


87 A PAIR OF CHELSEA VASES AND COVERS, CIRCA 1762

Of ovoid form with pierced necks and scrolled feet, the covers also pierced and with flower finials, delicately painted on both sides with heart-shaped panels of finely dressed young people making merry, reserved on a deep mazzarine blue ground, sprays of white jasmine flowers applied to the sides, the necks and feet picked out in gold, 24cm high, gold anchor marks (one vase with neck restored, losses and restoration to flowers and knops) (4)

£3,000 - 5,000 US\$4,800 - 8,000 In the 1770 catalogue of Sprimont's last sale was listed ...'two beautiful heart-shap'd vases, ornamented with jessamine flowers, and finely enamelled in birds'. A vase of the same shape with a mazzarine ground and panels of Cupids is in the Jones Collection in the Victoria and Albert Museum, illustrated by John Mallet, Chelsea Gold Anchor vases, ECC Trans, Vol.17, pt.1, p.149, fig 40. Another pair of Gold Anchor-period vases of the same shape was sold in these rooms 13 September 1995, lot 279.





A FINE CHELSEA VASE AND COVER, CIRCA 1760

Of quatrelobed form supported by four scrolled feet, the domed cover and neck delicately pierced, the cover surmounted by a spray of flowers, finely painted with four panels of numerous brightly coloured birds including a peacock, ducks, a turkey and an owl, reserved on a raspberry-coloured ground picked out in turquoise and gold, 30cm high, gold anchor mark (loss and restoration to the knop) (2)

£8,000 - 10,000 US\$13,000 - 16,000

This important vase forms part of a range marketed by Nicholas Sprimont, proprietor of the factory, in the Spring of 1759 and discussed by J V G Mallet, ECC Trans, Vol. 17, Pt.1, p.126. An undecorated vase of the same form stands on the table beside Sprimont in an unsigned and unattributed group portrait with his wife Ann and sister-in-law Suzanne Protin, illustrated by Elizabeth Adams, Chelsea Porcelain (2001), frontispiece. A pair of vases of the same form is illustrated by F Severne Mackenna, The Gold Anchor Wares, pl.35 and one of these is illustrated by J V G Mallet, op cit, p.129. Mallet suggests that the form may have been brought to Chelsea from Vincennes by Flanchet, a pupil of John-Claude Duplessis pere, modeller of the Vincennes original.







A GOOD PAIR OF LARGE CHELSEA FIGURES OF THE 'IMPERIAL SHEPHERDS', CIRCA 1765

Both standing before bocage with one arm outstretched, their elaborate costumes exuberantly patterned in bright enamels and gold, the shepherd with a bag slung over his shoulder and a dog seated at his feet, the shepherdess carrying a basket of flowers, a sheep standing beside her, 34-34.5cm high, gold anchor marks (minor restorations) (2)

£8,000 - 10,000 US\$13,000 - 16,000

Provenance:

The Barbara Leake Collection, sold in these rooms 12 March 2008, lot $10\,$

A smaller pair is illustrated by Peter Bradshaw, 18th Century English Porcelain Figures (1981), pl.49, p.121. See also the Cheyne Book of Chelsea, pl.17, no. 247.





A LARGE CHELSEA 'HANS SLOANE' DISH, CIRCA 1755

Of lobed circular form, painted in characteristic style with a variety of flowers, fruit, vegetables and four *ombrierte* insects, brown line rim, 36cm diam, red anchor mark (restored)

£2,000 - 4,000 US\$3,200 - 6,400

Provenance:

Albert Amor Ltd

A dish of similar form was sold in these rooms 2 December 2009, lot 39.



AN EARLY WORCESTER CREAMBOAT, CIRCA 1753-54

Of shallow ribbed form with a scrolled handle, moulded in relief on both sides with a Chinese landscape within scrolled borders, a pagoda and a pavilion beside a towering rock on one side, a pavilion beside a fence on the other, the moulding picked out in colours, the interior painted with precious objects and a flower spray, 13.2cm long (restored chip, small firing crack slightly extended)

£2,400 - 2,800 US\$3,900 - 4,500

Provenance:

Private collection, North Wales

A similar example is in the Colonial Williamsburg Collection, accession no. 1982-49, illustrated by Samuel M Clarke, Worcester Porcelain in the Colonial Williamsburg Collection (1987), p.15, pl.1. Another example of this rare model, from the Crane Collection was sold in these rooms 31 March 2010, lot 29.

A VERY RARE WORCESTER SALT, CIRCA 1768

Of squat circular shape on three scrolled feet, painted in underglaze blue with a so-called 'Bubble border', a flower sprig painted in the interior, 7.6cm diam, 4.7cm high, crescent mark (cracked)

£1,000 - 1,500 US\$1,600 - 2,400

A waster of an identical salt was found during excavations of the Worcester factory site and is illustrated by John Sandon, Dictionary of Worcester Porcelain (1993), p.148. The 'Bubble' border is usually found with the 'Peony' pattern but was used on its own on a small number of table salts. A similar example was sold in these rooms 13 November 2013, lot 191.



91 (reverse)



92





A VERY RARE WEST PANS TEABOWL AND SAUCER, CIRCA

The exterior of the teabowl moulded with a triangular border, glazed all over in 'Littler's Blue', saucer 12.3cm diam (saucer with rim chip) (2)

£1,000 - 1,500 US\$1,600 - 2,400

The moulding on the teabowl is in similar style to the range of moulded forms found on the factory site and illustrated in the catalogue Out of the Blue, 18th Century Scottish Porcelain exhibition at the Museum of Edinburgh (2008), although the exact form was not found.

A RARE BRISTOL MASK JUG, CIRCA 1775

Of baluster form with a grooved strap handle, the spout moulded as the face of a bearded man picked out in colours, well painted sprays and sprigs of flowers on the body of the jug and a formal floral border below the rim, 18.1cm high, crossed swords mark

£1,000 - 1,500 US\$1,600 - 2,400

A somewhat larger jug of similar form is illustrated by F Severne Mackenna, Champion's Bristol Porcelain (1947), fig 69 and is inscribed J B/1775.



A VERY RARE VAUXHALL WET MUSTARD POT, CIRCA 1755-57

Of squat cylindrical form and neatly turned at the shoulder and foot, a plain handle applied to one side, painted in blue with a Chinaman standing on an island before a pine tree growing within a fenced enclosure, looking out towards a fisherman in a sampan, a lattice border around the shoulder and a feather-like motif on the handle, 4.7cm high (cover lacking, chips to rim)

£2,000 - 4,000 US\$3,200 - 6,400

No Vauxhall mustard pots appear to be recorded in the Literature. The same pattern is recorded on a large Vauxhall bowl from the Geoffrey Godden Collection, sold in these rooms 30 June 2010, lot 20, illustrated by Geoffrey Godden, English Blue and White Porcelain (2004), pl.234, p.189 and by Massey, Marno and Spero, Ceramics of Vauxhall (2007), no. 77, p.63 where it is shown alongside a waste from the factory site bearing the same pattern. Only a small number of wet mustard pots are recorded in English porcelain prior to 1760 and examples in silver from the same period are equally scarce.







A WORCESTER TEAPOT AND COVER, CIRCA 1768-70

Of baluster shape in Meissen style with an octagonal moulded spout and flower finial, the scale blue ground reserving mirror-shaped panels painted in 'Rich Kakiemon' style with so-called 'Wheatsheafs', chrysanthemums and bamboo, the panels framed with gold rococo scrollwork, 15cm high, square mark in blue (repair to tip of spout) (2)

£600 - 900 US\$970 - 1,400

It is unusual to find this 'Meissen' shape of teapot with scale blue decoration.

97

A GOOD WORCESTER VASE, CIRCA 1768

With a tall trumpet neck and spreading foot, painted in 'Rich Kakiemon' style with fan-shaped panels of banded hedges, flowering plants and long-tailed birds, alternating with smaller circular floral panels and reserved on a fine powder blue ground, within formal floral borders, 12.8cm high

£700 - 900 US\$1,100 - 1,400

A tea canister of the same pattern from the Zorensky Collection was sold in these rooms on 22 February 2006, lot 168



A FINE WORCESTER PLATE BY JEFFERYES HAMMETT O'NEALE, CIRCA 1768-70

With a lobed and gilded dentil rim, painted by Jefferyes Hamett O'Neale with the fable of 'The Three Red Foxes', reserved on a wet blue ground within a formal gilded border of 'Heathcote' type, 19.4cm diam, square mark

£4,500 - 6,000 US\$7,200 - 9,600

Provenance:

Probably from the AR Heathcote Collection, sale at Sotheby's 21 February 1947, lot 79 With Albert Amor Ltd

J H O'Neale moved to Worcester in 1767 or 1768 and returned to London in March 1770. Nineteen Worcester fable plates with the same gilded border were sold in the Heathcote sale by Sotheby's in 1947. See Stephen Hanscombe, Jefferyes Hamett O'Neale (2010), p.108 and nos 104, 106 and 107. The Heathcote sale included as part of lot 79 a plate with a fable described as 'The Three Red Foxes'. Part of a lot description giving this title is attached to the reverse of this plate.

The actual Aesop fable illustrated is that of 'The Fox Without a Tail'. This tells of a fox that lost his tail escaping from a trap. Since he was made fun of for his loss, he schemed to convince all the other foxes that being tail-less was much more attractive and tails were inconvenient.



A GOOD PAIR OF WORCESTER DISHES PAINTED IN THE **WORKSHOPS OF JAMES GILES, CIRCA 1770-72**

Of lobed circular form with a shaped central well and decorated in Meissen style, the centres with delicate floral sprays painted in a characteristically soft palette, the borders with a leafy stalk undulating around a brown line, gilt dentil rims, 22.6cm diam (2)

£1,200 - 1,500 US\$1,900 - 2,400

100

A PAIR OF DERBY FLOWER POTS, CIRCA 1795-1800

Of bucket shape with scrolled handles, painted on both sides with titled views in Derbyshire, possibly by 'Jockey' Hill, within blue and gold borders, a band of white 'jewels' below the rim, 11.8cm high, crown, crossed batons, D marks and titles in blue, incised N77 (cover lacking, chipped, one handle restuck) (2)

£1,000 - 1,200 US\$1,600 - 1,900

A PAIR OF CHELSEA-DERBY VASES AND COVERS, CIRCA 1780

Of classical form, the loop handles with satyr mask terminals picked out in gold, painted on both sides with brightly coloured figures at leisure within landscapes dominated by distinctive buildings, the moulded borders picked out in blue enamel and gold, 24.1 and 24.8cm high, patch marks, incised 'No 60' (some restoration) (4)

£1,000 - 1,400 US\$1,600 - 2,300

These vases are likely to have been made at the Derby factory during the time in which William Duesbury was running the Chelsea and Derby factories in parallel. The group of buildings to the right of the scene with a central church are almost identical to those on a bowl from the Crane Collection sold in these rooms 31 March 2010, lot 29. Both pieces are undoubtedly by the same hand. The bowl bears a gold anchor mark, suggesting that the decoration was probably applied at Chelsea, or possibly by an outside decorator. Other pieces by the same hand are discussed by Stephen Mitchell, The Marks on Chelsea Derby and the Early Crossed Batons Wares (2007), p 45 where he discusses the possibility that this group may have been painted at Chelsea by Zachariah Boreman prior to his move to Derby in 1783.



FINE BRITISH POTTERY & PORCELAIN | 69



A RARE CAUGHLEY JUG, CIRCA 1785

The body of the jug moulded with cabbage leaves, the spout in the form of a mask, printed in blue on both sides and under the spout with the rare 'Travellers' pattern of a man riding on a donkey with a woman and a child at his side, scattered floral sprigs in between and on the handle, 23.5cm high (chipped)

£2,500 - 3,500 US\$4,000 - 5,600

Provenance:

The S J McManus Collection

A similar jug is illustrated by Geoffrey Godden, Caughley and Worcester Porcelains (1969), colour plate II. The 'Travellers' print is derived from an engraving by Paul Sandby, discussed by Gaye Blake-Roberts, ECC Trans., Vol.10, Pt.1, p.66 and pl.24.

A VERY RARE CAUGHLEY TEAPOT, COVER AND STAND, CIRCA 1795

Of spirally shanked oval form with a distinctive scrolled handle and knop, enamelled in French style with scattered cornflower sprigs within a foliate border bearing more cornflowers and red poppies, 14.5cm high (wear to gilding) (3)

£1.000 - 1.500 US\$1,600 - 2,400

Fragments of the same distinctive handle form were found on the factory site. One of these is illustrated by Geoffrey Godden, Caughley and Worcester Porcelains (1969), pl 202 where it is shown alongside a teapot of similar form moulded with vertical flutes rather than the spiral shanking seen on this example. The Godden example bears a rustic knop. The knop on the present lot is closely related to the form of the handle and does not appear to be recorded in the Literature



103

A CAUGHLEY TOY DINNER SERVICE, CIRCA 1785-90

Painted in blue with the 'Island' pattern, comprising two sauce tureens and covers, two sauceboats, four platters in graduated sizes and seven plates, plates 4.4cm diam, some with S marks (one tureen and one sauceboat cracked) (17)

£1,800 - 2,200 US\$2,900 - 3,500

105

TWO RARE CAUGHLEY TOY TEABOWLS, COFFEE **CUPS AND SAUCERS, CIRCA 1785-90**

One painted in blue with the 'Island' pattern, the borders picked out in gold, saucer 7.1cm diam, S marks, the other printed in blue with the 'Fisherman' pattern, the border picked out in gold enclosing a gilded formal band, saucer 7.1cm diam, S marks (6)

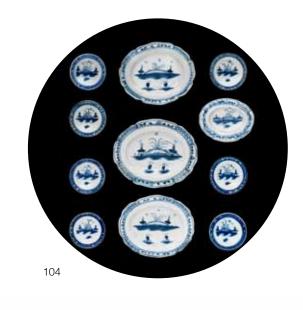
£1,000 - 1,500 US\$1,600 - 2,400

106

A CAUGHLEY TOY TEA AND COFFEE SERVICE, **CIRCA 1785-90**

Painted in blue with the 'Island' pattern, comprising a coffee pot and cover, teapot and cover, sucrier and cover, milk jug, six teabowls and saucers and six coffee cups, the coffee pot 9.5cm high, S marks (teapot restored, a few pieces damaged) (25)

£1,500 - 2,000 US\$2,400 - 3,200













A RARE DERBY PLANT POT AND STAND, CIRCA 1800

Of bucket shape with small angular handles, the stand with everted sides, painted by George Robertson with a river landscape, three ships in full sail with a rowing boat moored on the bank, a windmill also on the bank and a spire in the distance, reserved within gilded borders on a bright yellow ground, 13.3cm high, crown, crossed batons and D marks in blue, pot titled 'On the Dutch Coast' (restored) (2)

£1,500 - 2,000 US\$2,400 - 3,200

A DERBY SUCRIER AND COVER FROM A CABARET SERVICE, **CIRCA 1800**

Painted by George Robertson with a three-masted ship flying a British naval flag, titled on the underside 'a Frigate before the wind, Light breeze', another ship in full sail in the distance, reserved on a green ground, gilded formal borders around the rims and foot, 9.8cm high, crown, crossed batons and D mark in blue (knop lacking) (2)

£1,200 - 1,500 US\$1,900 - 2,400

Literature:

Illustrated with other pieces from the original cabaret service by John Twitchett, Derby Porcelain (1980), pl. 223, p. 188



A RARE DERBY VASE AND COVER, CIRCA 1800

The bronzed twin handles applied with satyr masks at the upper terminals, the borders moulded in classical style and picked out in gold, painted on both sides with an oval panel of flowers in the style of William Billingsley, reserved on a richly gilded blue ground, 23cm high, incised star mark for Isaac Farnsworth, incised '2' and 'No 80' (chipped, knop restored) (2)

£1,000 - 1,500 US\$1,600 - 2,400

Provenance:

Rowland Williams Collection

This vase is illustrated by John Twitchett, Derby Porcelain (1980), pl 276, p 218. Number 80 in the Bemrose list is 'Large oval vases, 2 sizes'.

110 *****

A RARE PINXTON MUG, CIRCA 1800

Of cylindrical form with turned bands below the rim and above the foot, well painted with a rectangular panel of an isolated building in a rural landscape, scattered sprigs of cornflowers with gilded foliage on either side, blue and gilt borders, 10.9cm high, P mark in red (fine crack)

£1,200 - 1,500 US\$1,900 - 2,400

A number of similarly decorated Pinxton mugs are recorded, including the example painted in sepia monochrome with Brookhill Hall, illustrated by Nick Gent, The Patterns and Shapes of the Pinxton China Factory (1996), fig 50, p 46.







111

A RARE DERBY CABARET SERVICE, CIRCA 1840

Richly decorated in Sèvres style with panels of brightly coloured birds reserved on a deep 'Mazzarine' blue ground, the scrollwork border in finely tooled raised gold, comprising octagonal tray, teapot and cover, sucrier and cover, milk jug, slop bowl and two teacups and saucers, tray 36.5cm wide, pseudo-Sèvres marks (some restoration) (11)

£1,500 - 2,000 US\$2,400 - 3,200

Exhibited:

Royal Crown Derby Museum

Literature:

Illustrated by John Twitchett, Derby Porcelain (2002), colour plate 242, p 246 where it is suggested that the bird painting is the work of John Hancock Junior.

112

A VERY RARE MINTON BISCUIT FIGURE OF CHARLES JAMES FOX, CIRCA 1835

Probably modelled by George Cocker of Derby, seated in a handsome armchair, a scroll in his left hand, a stack of books under the chair, on a pierced and scrolled irregular base, 19.2cm high

£1,000 - 1,500 US\$1,600 - 2,400

A similar figure from the Tony Banks Collection, together with the companion figure of William Pitt, was sold in these rooms on 3 May 2007, lot 24. George Cocker was an independent modeller working at Derby who supplied models to Minton during the 1830s and 40s. The model appears drawn in the Minton Design Book as number 72, illustrated by Maureen Batkin and Paul Atterbury, The Parian Phenomenon, p 95



113

TWO RARE BLOOR DERBY FIGURES, CIRCA 1825

Their costume elaborately patterned in enamels and gold, one a figure of a shepherd, modelled by Jean-Jacques Spengler, leaning against a woody stump, his dog looking up adoringly at him, 33.6cm high, incised 'XI' and 'No 396', sheep inscribed 'RB' on back (minor losses, restoration to sheep), the other a group of Palemon and Lavinia standing side by side, Palemon holding Lavinia's right hand in both of his, 33.2cm high, incised 'XI' and 'No 366', crown, crossed batons and D mark in red (minor losses, restored) (2)

£1,800 - 2,200 US\$2,900 - 3,500

See Peter Bradshaw, Derby Porcelain Figures (1990), pp 399 and 374, for a discussion of the origins of these models. A biscuit example of the shepherd was sold in these rooms on 5 Decmber 2007, lot 282.

114

A RARE PAIR OF DERBY VASES, CIRCA 1810-15

Of slender campana form with gilded handles, painted with octagonal panels of shells, seaweed and coral, reserved on a blue ground gilt with neoclassical ornament, 17cm high, crown, crossed batons and D marks in red (one restored, wear to gilding) (2)

£1,000 - 1,500 US\$1,600 - 2,400

Shell decoration is only very rarely found on Derby porcelain



113







A RARE FLIGHT WORCESTER PLATTER FROM THE 'HOPE' **SERVICE, CIRCA 1790**

Made for the Duke of Clarence, the centre finely painted in monochrome by John Pennington with a seated figure of Hope gesturing towards a ship in full sail in the distance, an anchor at her feet, surrounded by an elaborate gilded formal band, the shaped border gilt with paterae and arched panels reserved on a blue ground gilt with stars, 48cm wide, crown, Flight and crescent mark in blue

£4,000 - 5,000 US\$6,400 - 8,000

John Flight recorded in his diary in January 1790... 'We used our two best painters last week to make some very fine designs for the Duke of Clarence, we have already completed 3 plates and I have sent them to London. One is a gold arabesque design, another the figure of Hope, the other of Patience.' A few days later on 24th January

John Flight added... 'Apart from the two plates mentioned... we have made two others with figures, Peace and Plenty. H.R.H. Duke of Clarence has decided on the Hope design with the decoration that we put on the Peace plate, he has ordered a table service that will amount to more than £700 sterling. He has given us a year in which to complete it...'. The task of painting the figures of Hope on every piece fell to John Pennington who had only recently joined the factory from London. With a single painter responsible for so many scenes, the time given of one year to complete the set was ambitious. Even so, Flights were only slightly late with their delivery. On April 13, 1791, John and Joseph Flight advertised in a Worcester newspaper that the nearly completed service was available for view and invited ladies and gentlemen to come and see it. The Duke of Clarence service is discussed at length by Henry Sandon, Flight and Barr Worcester Porcelain (1978) and also by Henry Sandon and John Twitchett in an article in Collectors Guide Magazine, March 2002, p. 32. A plate from the service was sold in these rooms on 13 November 2013, lot 239.



A MASSIVE CHAMBERLAINS WORCESTER TOPOGRAPHICAL TRAY, CIRCA 1840

The border and handles moulded in relief with scrollwork and anthemions picked out in gold against the matt light blue ground, the centre painted with a view of Hyde Park Corner in London, with the Ionic screen at the entrance to Hyde Park, the statue of Achilles just visible to the right, a crowded scene of people in carriages, on horseback and on foot in the foreground, within a raised gold border, 58.6cm wide, title and script marks referring to Coventry Street address in red (broken and restored)

£1,000 - 1,400 US\$1,600 - 2,300

The painting is copied from a print of The Grand Entrance to Hyde Park by R & C Rosenberg after James Pollard. James Pollard (1792-1867) was a very successful and widely published painter of coaching and sporting scenes. A hand coloured aquatint published in 1828 by J Watson, was sold in these rooms 29 November 2004, lot 74B





117

A RARE PAIR OF FLIGHT WORCESTER FLOWERPOTS AND STANDS, CIRCA 1785-90

Richly decorated in blue and gold in neoclassical style, a Greek key border just below the rim, the flowerpots with garlands of flowers below, 13.5cm high, crescent marks (slight wear to gilding) (4)

£1,000 - 1,500 US\$1,600 - 2,400





118

118

A SPODE SOUP TUREEN, COVER AND STAND, CIRCA 1815-20

Richly decorated in Japan style with pattern 967 of stylised vegetation beside a zig-zag fence, within an elaborate formal border, stand 42.2cm wide, SPODE 967 in red (3)

£1,000 - 1,500 US\$1,600 - 2,400

TWO PAIRS OF SPODE BEADED MATCH POTS, CIRCA 1815-20

Each of trumpet shape, both pairs painted in the 711 pattern, one with fruits and flowers, the other just with flowers on gold background, 11.6cm high, one pair with Spode mark and 711 pattern number, the other pair just with pattern number (two with chips, all with wear on the gilding) (4)

£1,000 - 1,500 US\$1,600 - 2,400

The shape of these match pots is number 110 in the Spode Shape Book of 1820, as illustrated by Leonard Whiter, Spode (1970), pp 100-101. A similar pair of vases was sold by Bonhams at Trelissick House 24 July 2013, lot 576.

120

A FINE SPODE ORNITHOLOGICAL DESSERT SERVICE, CIRCA

The centres finely painted with a variety of birds including 'Guillemo', 'Pied Flycatcher', 'Puffin-Auk' and 'Dartford Warbler', within bold blue and green borders, comprising twelve plates, a pair of oval dishes, a shell-shaped dish and a lozenge-shaped dish, plates 21.3cm diam, titles of birds and Spode 2882 in puce (three plates chipped, one with associated crack, some slight wear on a few pieces) (16)

£2,000 - 3,000 US\$3,200 - 4,800

Provenance:

Purchased by Argentine general and diplomat Tomas Guido, 1788-1866. Thence by descent. Guido was Chief Secretary of the Army during the Argentine war of independence and helped with the liberation of Chile and Peru.

Ornithological painting on Spode porcelain is only rarely found. Two Spode plates with related decoration from the Copeland Collection at Trelissick House were sold by Bonhams, 24 July 2013, lot 535.







A BARR, FLIGHT AND BARR WORCESTER TEACUP, COFFEE **CAN AND SAUCER, CIRCA 1810**

With ring handles, painted with still life panels of shells and seaweed, reserved on a light blue ground within gilded octagonal panels, formal borders gilded below the rims, saucer 12.6cm diam, impressed crown and BFB marks, saucer with printed marks referring to Coventry Street address (slight wear to saucer) (3)

£1,800 - 2,200 US\$2,900 - 3,500

A group of dessert plates and dishes of the same pattern from the Colin Harper Collection were sold in these rooms 25 January 1991, lots 310-313. One plate is illustrated by John Sandon, The Dictionary of Worcester Porcelain (1993), col. pl.76.

A BARR, FLIGHT AND BARR WORCESTER SUGAR BOAT, **CIRCA 1810**

Of boat shape with twin handles picked out in gold, painted on both sides with shells, seaweed and coral, reserved on a light blue ground within gilded octagonal borders, 11.9cm high, impressed crown and BFB, printed mark referring to Coventry Street address (chip to underside of foot, flake to gilding on rim)

£2,500 - 3,500 US\$4,000 - 5,600



A RARE NANTGARW LARGE PLATE, CIRCA 1818-20

Locally decorated, probably by Thomas Pardoe, the centre in green monochrome with war trophies highlighted in gold, the C-scroll border painted in light blue with floral garlands left in the white, alternating with colourful birds perched on wispy branches, the rim and cavetto picked out in gold, 25.1cm diam, impressed NANT-GARW CW (very slight wear to gilding on moulded highlights)

£1,000 - 1,500 US\$1,600 - 2,400

Provenance:

The Steele and Garnett Collection

A related plate, attributed to Thomas Pardoe, is illustrated by W D John, Nantgarw Porcelain (1948), coloured illustration 50A and Nantgarw Porcelain Album (1975), illustration 47. Both plates share the same gilding pattern, moulded floral garlands left in the white against a coloured ground and central monochrome painting highlighted with gold. The birds on the border of the present lot are very much in Pardoe's style.

A GOOD NANTGARW TOPOGRAPHICAL PLATE, CIRCA 1818-20

The border with crisp C-scroll moulding, locally painted with a dramatic mountainous landscape, probably by Thomas Pardoe, a group of buildings to the left including a rotunda and an impressive gateway, the border gilt with insects and sprigs, gilt dentil rim, 21.8cm diam, impressed NANT-GARW CW

£1,200 - 1,500 US\$1,900 - 2,400







A RARE NANTGARW DISH, CIRCA 1818-20

Of oval form, richly decorated in London with a formal arrangement of pink roses surrounded by elaborate rococo gilding, the borders with circular panels of naively painted yellow birds, alternating with pale blue panels gilt with foliage, 29.5cm wide, impressed NANT-GARW CW (two fine hairlines in the border)

£1,500 - 2,000 US\$2,400 - 3,200

Provenance:

With Harold Davies Private Collection, South Wales

Examples of this pattern are only rarely found, suggesting that only one service was produced. The London decorator responsible is not known. A square dish from the service is illustrated by W D John, The Nantgarw Porcelain Album (1975), illustration 74.



A RARE NANTGARW SQUARE DESSERT DISH, CIRCA 1818-20

Of Brace service type, decorated in London in the Bradley workshop with a full central flower spray, including rose, chrysanthemum, bluebell and a finely painted iris, the C-scrolled borders with a bird on a branch, a spray of fruit, a flowering rosebush and another floral spray, gilded dentil rim, 24.2cm diam, impressed NANT-GARW CW

£1,000 - 1,300 US\$1,600 - 2,100

A related dish was sold in these rooms, 3 October 2012, lot 213. Dishes of Brace type are only rarely encountered, the wider border panels allowing for more detailed birds and fruit than is found on plates of the same pattern. Another is illustrated by W D John, Nantgarw Porcelain (1948), illustration 31B, stated to be from the dessert service presented to the Rt Hon William Brace PC. The attribution of the decoration to the Bradley workshop is based upon the similarities of the border sprigs found on a series of Nantgarw porcelain painted with birds taken from George Edwards' Natural History of Uncommon Birds and inscribed 'J Bradley and Co'. See Oliver Fairclough, The London China Trade, ECC Trans, Vol.16, Pt.2, pp.206-207.

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AN IMPORTANT NANTGARW INKWELL, CIRCA 1818-20

Of circular form tapering towards the heavily turned foot, the upper surface with a concave depression and applied inside the rim with a border of tiny white jewels, the sides applied with four small animal masks picked out in gold, alternating with green enamel florets, the centre of each floret formed by another applied white jewel, locally decorated with a green and gold classical border around the foot, pink rose sprigs on the upper surface surrounding a wide green and gold band, 5.9cm high (one tiny jewel lacking, slight wear to gilding)

£3.000 - 5.000 US\$4.800 - 8.000

Nantgarw inkwells are found in two forms and examples are very rare. The first has a convex upper surface and is applied to the side with two female masks. See Rowland Williams, Nantgarw Porcelain 1813-1822, figs 84 and 85. See also the locally decorated example sold in these rooms 2 November 2011, lot 251. The second form is that found on the present lot. Two damaged examples of this form have been sold in these rooms, 10 December 2008, lot 309 and 2 December 2009, lot 262. A marked example from the B A Williams Collection is illustrated by W D John, Nantgarw Porcelain (1948), Illustration 19C. However, the jewelled band and the border of applied masks and jewelled florets seen on this lot have not been recorded on other inkwells of the form.



A FINE NANTGARW DISH, CIRCA 1818-20

Of cruciform shape, painted in London with a spray of flowers and fruit, including grapes, peaches, roses, cornflowers and daffodils, the green borders reserving panels painted with more formal sprays and edged with raised and tooled gold flowers and scrolls, 23cm diam, impressed NANT-GARW CW (slither chip to footrim)

£2,500 - 3,000 US\$4,000 - 4,800

Another dish with closely related decoration was sold in these rooms, 5 December 2007, lot 500 and is illustrated by W D John, Nantgarw Porcelain Supplement Number One (1956), Illustration 1. The centre sprays are certainly by the same hand, many of the fruits and flowers in the central spray being almost identical on both examples. The decoration may be attributed to the Powell workshop as a similarlypainted coffee cup and saucer in The National Museum and Gallery, Cardiff, bears the distinctive gilded border found on marked Powell pieces. See Oliver Fairclough, The London China Trade 1800-1830, ECC Trans, Vol.16, Pt.2, p.209. The quality of the painting and gilding represent the very best of London decoration on Welsh porcelain.





A VERY RARE SET OF SIX ROYAL WORCESTER FIGURES FROM THE INDIAN CRAFTSMEN SERIES, DATED 1887-1907

Modelled by James Hadley, comprising Haji Mijak, the coppersmith, Nazer Hassan, the ivory miniature painter, Bakshiran, the old potter, aged 104, Karan Singh, the trinket maker, Shaban, the gold brocade maker and Munnasall, the clay figure maker, their faces and hands in ivory, their costumes in blush ivory highlighted in enamels and gold, 13.5cm-18.5cm high, puce marks, shape numbers 1207, 1226, 1186, 1204, 1203 and 1222 (Munnasall with firing crack on one leg slightly extended) (6)

£4,000 - 7,000 US\$6,400 - 11,000

Figures of Haji Mijak and Shaban in the Museum of Royal Worcester are illustrated by Henry Sandon, Royal Worcester Porcelain (1978), pl.102. The source of this remarkable set is not known although it has been suggested the images were derived from an album of photographs collected by R W Binns. The series is regarded as amongst James Hadley's finest work.





A PAIR OF RARE ROYAL WORCESTER JUGGLER **CANDLESTICKS, DATED 1883**

Modelled by James Hadley as Japanese figures balancing four balls in a tower above them, the uppermost ball pierced to receive a candle, one figure lying on his back, the other seated and supporting the tower with his left hand, their costumes picked out in bronze and gold, 19cm high, green marks and impressed factory marks, shape number 796, date letter U impressed (minor chip to one foot only) (2)

£1,200 - 1,500 US\$1,900 - 2,400

The pair of Japanese Jugglers was modelled by James Hadley in 1876 and probably shown for the first time at the Philadelphia Centennial Exhibition in that year. The models were adapted and simplified four years later to create the present pair of candlesticks. A pair of Jugglers from 1878, probably coloured by Eduard Béjot, are in the Ewers-Tyne Collection of Worcester Porcelain at Cheekwood and are illustrated in John Sandon's Catalogue (2008), p.196, fig 124.

A RARE ROYAL WORCESTER 'ANGLO-AMERICAN' GROUP AND A HADLEY'S WORCESTER FIGURE OF KRUEGER, DATED 1897 AND CIRCA 1901-02

Modelled by James Hadley, the group modelled as Uncle Sam and John Bull shaking hands over the Atlantic Ocean, with shot silk decoration, 19.5cm high, puce mark, shape number 2011, the bearded figure of Krueger standing with his hands in his pockets, his pipe on the ground before him, 21.3cm high, green mark (2)

£1,300 - 1,600 US\$2,100 - 2,600

A similar group of John Bull and Uncle Sam is illustrated by Henry Sandon, Royal Worcester Porcelain (1978), pl 118



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A VERY RARE PAIR OF HADLEY'S WORCESTER FIGURES OF CHAMBERLAIN & KRUEGER ON A STAND, CIRCA 1900-1902

Modelled by James Hadley, the elegant Chamberlain wearing a monocle, the bearded Krueger with his hands in his pockets, both wearing top hats and green overcoats, their costumes highlighted in shot enamels and gold, 23.3cm high. printed marks in green (3)

£1,000 - 1,500 US\$1,600 - 2,400

A slightly later pair is illustrated by Henry Sandon, Royal Worcester Porcelain (1978), pl 118

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FIVE RARE ROYAL WORCESTER FIGURES, DATED 1916-1919

Comprising 'Family Group, Mother and Two Children', 'Ladies in Mob Caps', 'Wind', 'Crinoline Figure with Cap' and 'Crinoline Figure with Book', the first four painted predominantly in black with coloured highlights, the last in green and pink, 9.8cm-14.6cm high, puce and green marks, shape numbers 2615, 2616, 2617, 2620 and 2621 ('Crinoline Figure with Cap' with fine crack and crazing) (5)

£1,000 - 1,500 US\$1,600 - 2,400

These figures were probably inspired by contemporary Continental porcelain. The moulds were destroyed in March 1920



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SIX GOOD ROYAL WORCESTER FIGURES FROM THE **COUNTRIES OF THE WORLD SERIES, DATED 1890-1901**

Modelled by James Hadley, their faces in ivory and their costume in blush ivory highlighted with enamels and gold, comprising the Welsh Man and Welsh Girl, the Negro, the Russian, the Hindu and the Chinese, 16.5cm-17.4cm high, printed and impressed marks, Welsh girl with impressed Hadley signature (6)

£1,500 - 2,000 US\$2,400 - 3,200

SIX GOOD ROYAL WORCESTER FIGURES FROM THE **COUNTRIES OF THE WORLD SERIES, DATED 1890-1901**

Modelled by James Hadley, their faces in ivory, their costumes in blush ivory picked out in coloured enamel, comprising John Bull, the Scotsman, the Irishman, the Irish Girl, the Italian and the Yankee, 15.6cm-17.8cm high, impressed and printed marks, John Bull with impressed Hadley signature (6)

£1,500 - 2,000 US\$2,400 - 3,200



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A RARE PAIR OF ROYAL WORCESTER FIGURES OF A LADY AND GENTLEMAN FROM THE REIGN OF GEORGE III, DATED 1918

Modelled by James Hadley, wearing eighteenth century costume picked out in pastel colours and highlighted in gold, he with his left hand on his hip, she with her gloved hands clasped before her, 21cm and 20.6cm high, puce marks, shape number 1052, male figure impressed 'Hadley' to reverse (2)

£1,000 - 1,500 US\$1,600 - 2,400

A SET OF SIX ROYAL WORCESTER 'DOWN & OUT' MENU MEN **HOLDERS, CIRCA 1875-80**

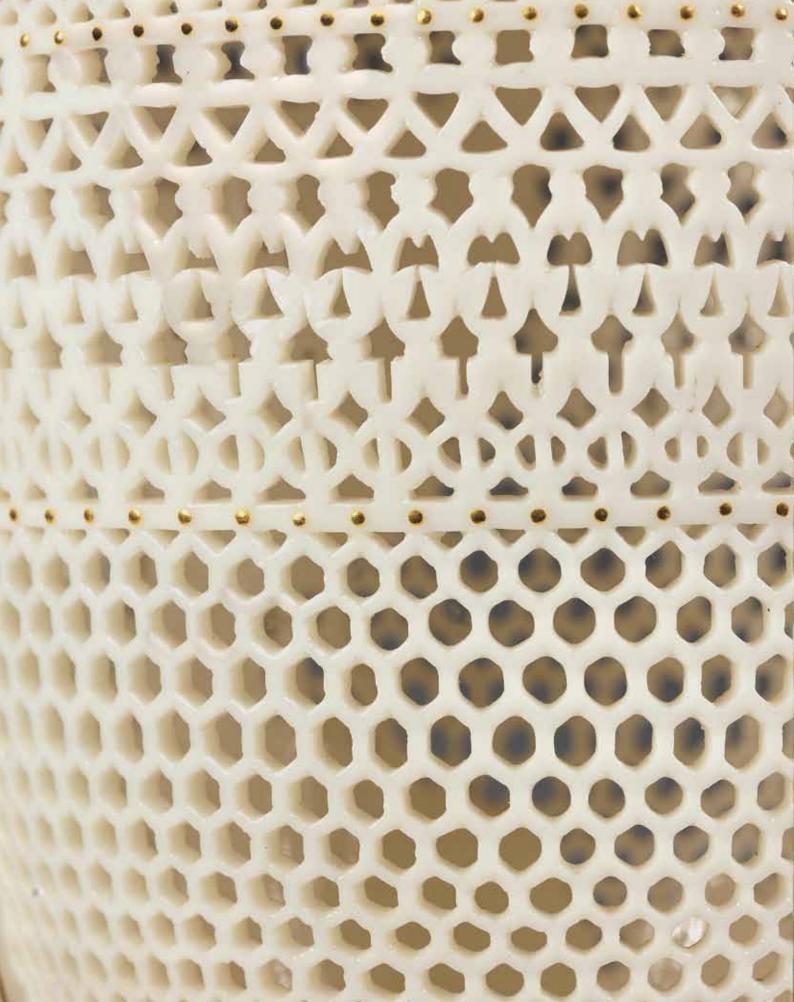
Modelled by James Hadley and picked out in colours, comprising 'The Toff', 'The Cabbie', 'The Soldier', two boys and a Chinese man wearing a smock and a cap, 14cm-16cm high, impressed marks and registration lozenges (6)

£1,000 - 1,500 US\$1,600 - 2,400



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INVESTIGATING
GEORGE OWEN

A mystery has baffled collectors for more than half a century. Just what was George Owen's secret?

BY JOHN SANDON



"I figured that if any piece of work can reveal George's techniques, it would surely be this one."

John Sandon

ABOVE:

John Sandon with his father, well-known 'potaholic' Henry Sandon discuss this remarkable vase. To view a video of their conversation go to https://www.bonhams.com/video/17676/

RIGHT:

George Owen in his workshop, one of the staged publicity photographs taken in 1913 and sent to Royal Worcester's best customers.

When I was a boy, my Dad told me all about George Owen's work, and I was fascinated, wondering how on earth he created his incredible vases. His methods remain a mystery because George Owen never let anybody watch him work... not even his own son. It seems he was afraid that if his secrets were known, other people would create similar work and George's lucrative trade would be threatened.

During the 1890s, when George Owen was at the peak of his genius, he created a series of pierced masterpieces for international exhibitions. His huge Chicago vase, now in the Museum of Royal Worcester, has more than 5,000 holes in it. Another copy, unfinished and unglazed, lives in a box in a storeroom at the City Museum in Worcester, where it was bequeathed by George Owen's son, George Potter Owen. It went wrong during the kiln firing—a real problem for George Owenmonths and months of wasted work. Without glaze, though, every cut of his knife can be seen on the reticulated surface.

I recently examined this unfinished vase closely, looking for evidence of a template or any system of tools to mechanically punch out perfectly even holes. I figured that if any piece of work can reveal George's techniques, it would surely be this one. His working methods must have left some clues.

A series of three photographs survives showing George Owen at work (shown above right), and in one of the

photographs he is seen actually piercing a vase. Sadly, these photographs cannot be taken at face value. They were shot as publicity photographs for Royal Worcester to send to china shops and department stores to prove their reticulated vases really were handmade. Cameras can tell lies of course and the photographs are clearly staged. George is surrounded by a great assortment of finished vases, all fired into the biscuit stage and George is only pretending to pierce a vase. The photographs are

The photographs were probably taken in 1913 to publicise a 'personal appearance' at a London department store. According to Eli Haywood, a previous director of the Museum, in October 1913 George Owen was due to appear at Selfridges alongside a show of his reticulated porcelain. Haywood's surviving notes give a brief history of Owen's work and mention that...

"... Mr Owen has just completed a vase with over 4,000 perforations of hexagon and other forms; it has in addition, over 400 porcelain beads made separately and placed on in the design. This piece will be shown undecorated, with other specimens of this work; and it has been arranged for Mr Owen to give a display shewing the working of his very ingenious craft—'

It seems astonishing that the ever-so-secretive George Owen would demonstrate his actual methods to the general public in Selfridges department store. No doubt he just pretended.



Eli Hayward's notes fill in some gaps in George Owen's life story. 'As a boy of eight or nine years, Mr Owen took up wood carving, and later, when he found employment at the [Royal Porcelain] Works he watched with great interest those who were engaged on perforated work, and was so enamoured with it that he gave up his life work to the development of that branch.'

George Owen began his career at Worcester in June 1859 at the age of 13. He was engaged as a China Presser

"George wouldn't even let his son watch him work and thus learn his secrets"

in the Ornamental department, under the supervision of Edward Locke. To begin with Owen would have been given the task of cutting out the holes on cups and saucers and teapots made

at Worcester copying Sèvres, with piercing that followed moulded outlines, work that was coarse and mechanical. George felt he could do better and finer, with no need for the moulded guidelines.

Hayward continues... 'After much thought and experiment, he succeeded in carrying out the difficult problem of making

a perforated teapot with an inner lining, and this piece was exhibited, and gained for him not only praise, but resulted in his making 300 copies of it.'

Bonhams has sold a number of these teapots over the years, but it is astonishing to think that guite so many as 300 were made. Lots of these do appear to be virtually identical. Some, however, have a much finer network of smaller holes, as George perfected his working methods and skill. The earliest examples were produced during the late 1860s. By the 1880s, however, he had brought his artistry to an astonishing level of competence.

Much of what we know about George's methods has been repeated and passed down by word of mouth into folklore. When my father, Henry Sandon wrote his book on the history of Royal Worcester forty years ago, he interviewed all the older potters and craftsmen, noting their earliest recollections, for some of them had spent all their working lives at the factory. Some of the older workmen remembered George Owen.

Owen started with a very thinly-cast vessel of moist clay, removed from the mould and barely dry, in a state known as 'green'. George Owen's son, George Potter Owen, specialised in creating 'blanks' of exceptional thinness for his father to pierce, even though according to work colleagues George wouldn't even let his son watch him work and thus learn his secrets.



ABOVE: Edward Salter, the master painter responsible for the pheasant modelled on the wet clay before Owen carved and pierced his tiny hexagons.

RIGHT: A close up of the pheasant shows textured gold built up over successive kiln firings



To cut his tiny perforations Owen designed and made his own tools, using a special kind of strengthened steel-my father learnt from experience how these tools were made, for even fifty years after George Owen died, potters at Royal Worcester still used the same kind. George Owen made his tools by filing down the metal stays from lady's corsets. Henry remembers visiting rag-and-bone men in Worcester on behalf of the casting department, to beg for any old corsets. The potters were so happy to receive a new supply of steel stays so they could replenish their tools.

Aside from his apprenticeship days, George Owen never used any moulded guidelines. As the Pottery Gazette reported in 1896 ... 'The artist tooled every one of these minute apertures without

"Owen made his tools by filing down the metal stays from lady's corsets"

having any tracery, or any other assistance whatever to guide him to regularity, except his eye and his hand.... If on the last day

of his work his knife had slipped, and so made two 'holes' into one, the whole piece would have been ruined.'

When creating an intricate pierced vase by hand, there is an enormous hurdle to overcome. As he worked, the clay dried out and George could only pierce the clay while it remained moist. The thin china could only be pierced for maybe an hour or so until it became too dry and would have cracked when it was cut or tooled. Apparently George Owen invented his own method of keeping his vessels pliable and workable. He would pierce a vase until it was too dry to continue, and then place it in a 'wet box', a container full of wet sponges or damp cloths. Over a period of days or even weeks, the clay vessel gradually drew the moisture back inside. George could take it out and carry on carving for another hour or two, then it was back into the wet box. I imagine his workshop contained dozens of these wet boxes, each containing one piece. It was therefore true to say that every vase took many months to create, just a little bit at a time.

The pattern is primarily a fine graduated honeycomb—a network of six-sided holes of perfect geometry. In addition every piece is decorated with a section of unique pierced ornament, created individually, supposedly to ensure every vase is unlike any other. The Pottery Gazette of May 1919 mentioned this in a memorial tribute published two years after Owen's death...

'There was nothing slavish or mechanical in his productions. He would delight to originate a special Arabesque frieze, or a special panel, in order to give a fresh production a distinctiveness of its own, with the result that in the long series of vases which he produced in his career one will never see the same Arabesque duplicated.'

The reviewer for The Pottery Gazette must have known George Owen and was more than familiar with his working methods and seems to have been party to some of his secrets, the report continues...

'It was the custom of the late Mr Owen ... to design a special unit for each fresh piece of ware that he undertook, and, having designed the unit, and being satisfied with it, he would carefully



RIGHT:

Under high magnification it is possible to see a single row of tiny dots marked out by George Owen's callipers, visible to the right hand side of the golden bird.

measure with his callipers round the article to be perforated, and play about with it until he was perfectly satisfied that the scheme would fit.'

So, was this George Owen's secret? Callipers, the most simple of tools, used to measure around the surface of the vase? If he used such a method, what kind of marks did he leave?

A collection of experimental vessels donated by George Owen's son to Worcester Museum includes a number of curious trials made of earthenware. Some of these show concentric guide lines drawn with a compass. These pottery vessels also reveal a problem that confronted George Owen as he worked... how to remove the cut-out pieces and to stop the bits falling inside. One pottery vase in the museum has a cut-out hole that never came away. The piece remains lodged in place and looking closely, there is a dot, apparently six-sided, left by a pointed tool impressed in the centre of the 'hole'. George must have poked this shaped point into the middle of the intended hole and then cut around it. He then withdrew the tiny piece of waste clay that stuck to his tool. Whether he used honey or a sticky oil to help, we'll never know, but the evidence is there, visible under a strong lens.

So what about any marks left by callipers? I looked closely at the large unglazed exhibition vase at Worcester. Along one bottom row of the unique Arabesque frieze carved around the vase can be seen evenly spaced dots, pressed into the wet clay to mark out George's 'unit'. These dots provided a guideline for George's skilful eye to work out in his mind the position of each hole. You don't notice these tiny dots when they are covered with glaze and further disguised by gilding.

So the clues were there all along, in the pages of The Pottery

Gazette and visible on the unfinished vase in the Museum storeroom. George Owen did use callipers and a compass to plot his unique 'unit', and then he cut each hole out by hand, pressing a shaped point into each tiny shape to withdraw the piece of clay before it had a chance to fall inside.

With all of this in mind, I wondered if any further clues could be learnt from the Owen/Salter bird vase included in this sale. The pattern of pierced holes is just what I would expect, with bands of George's graduated honeycomb divided by a unique Arabesque band. The pheasant was modelled into the wet clay first, presumably by Edward Salter, and then George Owen has carved his holes, row upon row, stopping where the bird was drawn. I looked at the vase closely with a strong magnifying lens. Around the circumference of the vase, following a single line at the top of George's Arabesque frieze, there is a row of very tiny dots, pressed individually into the wet clay. This is exactly what I saw on the unfinished vase in Worcester. This single line of dots will have been marked out by George Owen before he started, using callipers and a fine pointed tool (made from stays). This line of dots was the only guide that he needed. All the rest of his incredible work is by hand and eye alone.

Knowing some of George Owen's secrets does not in any way belittle my perception of his skills. Each piece is just as much a masterpiece of ceramic artistry as before. I just understand them better now and I can only marvel, even more, at this incredible pheasant vase.

An expanded version of this article appeared in Ars Ceramica no.24, September 2012, published by the Wedgwood Society of New York and discussing the Lydia Starr Collection



AN EXCEPTIONAL ROYAL WORCESTER VASE AND COVER BY GEORGE OWEN AND EDWARD SALTER, DATED 1899

Of large size and elegant slender form, pierced with a wide band of unique design, flanked by bands of honeycomb, one side reserving a pheasant-like bird perched on a rock, modelled in shallow relief, its plumage in delicately tooled gold highlighted in colours, the twin handles, neck and fixed circular plinth also pierced and picked out in gold and turquoise, the plinth with four large panels of piercing, 43.2cm high, puce mark, shape number 1957 (finial restored) (2)

£60,000 - 80,000 US\$96,000 - 130,000

Provenance:

A private collection, London

This vase represents a unique collaboration between two of Royal Worcester's finest craftsmen. George Owen has 'reticulated' a fine large vase with his distinctive honeycomb and a unique 'Arabesque' band around the middle. Reserved proudly on the front is a Chinese pheasant, modelled in clay and highlighted with tooled and shaded goldwork by Edward Salter. Edward (or Edwin) Salter (1860-1902) was a fine painter as well as an accomplished gilder. He specialised in landscapes but was versatile and he is also known for painting fish and birds. Sometimes his work included part of the design in raised gilding. A vase signed by E Salter with bird decoration in tooled gold, made in 1898 and closely related to the present vase, was sold by Bonhams in Edinburgh 7/8 July 2010, lot 587.







A GOOD ROYAL WORCESTER VASE BY GEORGE OWEN, **DATED 1907 AND 1909**

Of globular form supported by three lappet feet, the elaborate applied ring handles suspended from satyr masks applied below the rim, the rim and applied details picked out in gold, pierced by George Owen with a unique formal band above semicircular panels of honeycomb edged with applied beads, 8.7cm high, gold mark, shape number 2442, incised 'G Owen 1907'

£4,000 - 6,000 US\$6,400 - 8,000

George Owen was clearly fond of shape 2442 and is known to have pierced it in a number of different ways. Chains of tiny jewels were used on some of George Owen's finest pieces and the carving of the present lot is particularly delicate. An example of the shape with the same distinctive rim ornament is in the Lydia Starr Collection, illustrated by John Sandon, Investigating George Owen, Ars Ceramics 24 (2012), p.25, fig 19.

In 1912 a series of publicity photographs were produced by Royal Worcester showing George Owen at work. In one of these photographs, reproduced in this catalogue, another vase of shape 2442 is visible on the windowsill.



A ROYAL WORCESTER POT POURRI VASE AND TWO COVERS BY HARRY DAVIS, DATED 1925

With a pierced outer 'crown' cover picked out in gold, the inner cover with a mushroom finial, painted with two sheep grazing in a rural landscape, three more beneath a tree in the background, a church in the distance, signed H Davis, the reverse with a landscape, the moulded basketwork border below picked out in gold, 18.9cm high, puce mark, shape 1286 (outer cover restored) (2)

£2,500 - 3,000 US\$4,000 - 4,800





RAYMOND RUSHTON: BLUEBELLS AT KEW, A WATERCOLOUR **DATED 1948**

A Royal Worcester artist watercolour depicting a spring scene at Kew Gardens, swathes of bluebells in a lightly wooded and sunlit landscape, signed R Rushton 1948, 33.9cm x 52.7cm visible image

£800 - 1,200 US\$1,300 - 1,900

A RARE ROYAL WORCESTER VASE AND COVER BY RAYMOND **RUSHTON, DATED 1906**

Of slender classical form with scrolled handles picked out in gold and a pointed finial, painted with a view of Worcester Cathedral, signed R Rushton, reserved on a blue ground within raised gold scrollwork, 28cm high, green mark, shape number 2312 (2)

£1,000 - 1,500 US\$1,600 - 2,400

A GOOD ROYAL WORCESTER VASE AND COVER BY HARRY DAVIS, DATED 1904

The ovoid body with gilt scrolled handles and pierced panels to the neck, well painted with deer within a dramatic continuous highland landscape, signed H Davis, the moulded borders picked out in green and gold, 20cm high, blue mark, shape number 1515 (2)

£2,000 - 3,000 US\$3,200 - 4,800





A VERY FINE ROYAL WORCESTER PLAQUE BY HARRY DAVIS, **DATED 1908**

Of upright oval form, painted with a magnificent roaring stag in a wooded Highland landscape, standing on a mound formed by a fallen tree and a rock and covered with grasses, ferns and heathers, two does in the distance, signed Harry Davis, 31.1cm high x 21cm wide, puce mark

£20.000 - 25.000 US\$32,000 - 40,000

This important panel is one of the largest plaques painted by Harry Davis and the quality of the painting is outstanding. Well known for his Highland sheep subjects, a stag at bay is a very unusual departure for Harry Davis. Deer very occasionally feature in smaller vases, see for example the previous lot in this sale executed in 1904. In 1907, Harry Davis had painted a very similar stag in a panel on a presentation vase with a green ground. This is illustrated by Pete Marsh and Craig Smith, Hand Painted Royal Worcester Porcelain (2005), p.12. The artist returned to this subject a year later with an almost identical composition as he realised this would fit so well onto the shape of an upright oval plaque. No other example of a plaque with a stag is recorded by this most versatile artist.







A ROYAL WORCESTER 'BOW' VASE AND COVER BY HARRY DAVIS, DATED 1910

Of globular form, the cylindrical neck pierced with scrollwork and applied with swags tied with gilded bows, the moulded borders and handles picked out in tones of gold and bronze, painted with a group of three Highland sheep, signed H Davis, the reverse with further atmospheric landscape, 30.2cm high, puce mark, shape number 1428 (knop repaired) (2)

£6,000 - 8,000 US\$9,600 - 13,000

A ROYAL WORCESTER VASE AND COVER BY HARRY DAVIS, DATED 1912

Of ovoid form with moulded handles and borders in ivory picked out in bronze and gold and with a moulded fish-scale ground, the reserved front panel well-painted with two Highland sheep grazing on a misty mountainside, signed H Davis, the reverse with a landscape, 36.5cm high, puce mark, shape number 2330 (base adapted for electricity, one handle and cover chipped) (2)

£2,500 - 3,500 US\$4,000 - 5,600







A ROYAL WORCESTER VASE BY HARRY DAVIS, DATED 1912

The ovoid body with a moulded fish-scale ground, the handles and borders in ivory picked out in bronze and gold, painted with two Highland sheep grazing on a misty mountainside, signed H Davis, 32.4cm high, puce mark, shape number 2330 (cover lacking, stem restored)

£1,000 - 1,500 US\$1,600 - 2,400

A LARGE ROYAL WORCESTER VASE BY JOHN STINTON, **DATED 1908**

Of slender form with satyr mask handles and classically-moulded foot, neck and borders picked out in coral, green, bronze and gold, painted with two Highland cattle grazing on a misty mountainside, two more in the background, signed John Stinton, the reverse with a further landscape, 38.7cm high, puce mark, shape number 1410

£2,500 - 3,500 US\$4,000 - 5,600



A BOXED SET OF TWELVE ROYAL WORCESTER 'PAINTED FRUIT' CUPS AND SAUCERS, DATED 1917/1918

Painted with autumn fruits set against a mossy ground, by Ernest Phillips, Tom Lockyer, F Harper, William Ricketts and William Hart, all signed, the exterior of the cups and wells of the saucers gilded, saucers 10.6cm diam, puce marks (a few saucers crazed) (12)

£3,000 - 4,000 US\$4,800 - 6,400



A FINE PAIR OF ROYAL CROWN DERBY VASES AND COVERS **BY DESIRE LEROY, DATED 1901**

Of shield shape with twin handles and elaborately moulded feet picked out in gold, finely painted with sprays of roses and forget-me-nots, signed Leroy, within rich raised and tooled gold borders highlighted with turquoise enamel, reserved on a deep blue ground, 15.6cm high, printed puce marks, 7132/1197 and L/S in red (4)

£3,000 - 5,000 US\$4,800 - 8,000

A PAIR OF MINTON PÂTE-SUR-PÂTE VASES BY LAWRENCE **BIRKS, CIRCA 1890**

Of slender form with twin handles, decorated in white with panels of roses and other flowers, butterflies in flight above, set against a lilacgrey ground, alternating with classical foliate decoration in tones of green against a salmon ground, formal borders around the feet and necks, 39.7cm high, gold and impressed marks, signed with initials LB within the decoration on one vase (one with foot restuck, one restored) (2)

£3,000 - 4,000 US\$4,800 - 6,400

Lawrence Birks was one of Marc Louis Solon's first apprentices at Minton, apprenticed in circa 1877 and remaining at the factory until 1894. The vases are of shape number 1986 and an example by Solon is illustrated by Joan Jones, Minton (1993), p 197 (bottom right)









152 A PAIR OF FINE FRENCH PÂTE-SUR-PÂTE PLAQUES BY LOUIS **SOLON, CIRCA 1867**

Of upright rectangular form, the green grounds finely decorated with figures representing 'Morning' and 'Evening', the first as a lady riding on waves, wearing a diaphanous dress and conical hat, the sun gilded above, its rays radiating around her, 'Winter' as a scantily dressed lady in a gondola, the gilded sun setting behind her, framed, 15.8cm x 10.4cm visible image, apparently unsigned (2)

£4,000 - 6,000 US\$6,400 - 9,600

A very similar pair of plaques of the identical subject is illustrated by Bernard Bumpus, Pâte-sur-Pâte (1992), fig 36, p.62 where it is suggested that the gondola shaped boat was inspired by Solon's visit to Venice in 1867. A pair of preliminary sketches by Solon for these plaques is in the Minton archive and the sketch for 'Evening' is illustrated by Bumpus at fig 37 and reproduced here. Like the present lot, the illustrated pair is unsigned. It is likely the present pair was among the collection of plaques that Solon created in Paris and brought to England where they were sold after he joined Minton.





A FINE FRENCH PÂTE-SUR-PÂTE PLAQUE BY LOUIS SOLON,

Of large size and oval shape, the mottled green ground decorated with a lady wearing a diaphanous dress and a shawl tied loosely around her shoulders, her arms outstretched towards a group of ten putti who play 'ring a ring o'roses' around her, the group supported by a classical shelf, framed, 21.8cm x 30.5cm, signed 'Miles 69' in the paste

£8,000 - 12,000 US\$13,000 - 19,000

A closely related plaque by Solon, produced in the same year and from the Minton Museum Collection, was sold in these rooms 23 July 2002, lot 192. Both plaques were made and decorated in France and bought to England by Solon as he escaped the Prussian invasion. Solon's first contact with Minton allowed him to sell such products subject to the factory being given first refusal.



A MASSIVE GEORGE JONES MAJOLICA JARDINIÈRE, CIRCA

Of footed form, the exterior moulded in sharp relief with swans swimming among water lilies and bulrushes, the water mottled in tones of blue, set against a pale blue ground, the rim picked out in orange and black and the interior lilac, 42cm high, impressed GJ & Sons crescent monogram, applied registration lozenge and 3568/111 in black (chipped)

£2,000 - 3,000 US\$3,200 - 4,800

A similar example was sold by Bonhams New York, 6 May 2008, lot 4033.

THE GEOFFREY GODDEN COLLECTION OF ENGLISH-DECORATED CHINESE PORCELAIN

Wednesday 20 May 2015 New Bond Street, London

A SUPERB CHINESE TEAPOT AND COVER

painted in London, circa 1755 £3,000 - 4,000

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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

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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.

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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.

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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.

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

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

4. CONDUCT OF THE SALE

Our Sales are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any Sale without stating a reason. We have complete discretion as to whether the Sale proceeds, whether any Lot is included in the Sale, the manner in which the Sale is conducted and we may offer Lots for Sale in any order we choose notwithstanding the numbers given to Lots in the Catalogue. You should therefore check the date and starting time of the Sale, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a Lot you are interested in is put up for Sale. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any Lot, to combine two or more Lots, to withdraw any Lot from a Sale and, before the Sale has been closed, to put up any Lot for auction again. Auction speeds can exceed 100 Lots to the hour and bidding increments are generally about 10%. However these do vary from Sale to Sale and from Auctioneer to Auctioneer. Please check with the department organising the Sale for advice on this. Where a Reserve has been applied to a Lot, the Auctioneer may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such Reserve) on behalf of the Seller. We are not responsible to you in respect of the presence or absence of any Reserve in respect of any Lot. If there is a Reserve it will normally be no higher than the lower figure for any Estimate in the Catalogue, assuming that the currency of the Reserve has not fluctuated adversely against the currency of the Estimate. The Buver 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.

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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 Buver, 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 Buver. 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

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*).

 Hammer Price
 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:

- t VAT at the prevailing rate on Hammer Price and Buyer's
- 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
- 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 Name: Bonhams 1/93 Limited Trust Account Account Number: 25563009

Sort Code: 56-00-27

IBAN Number: GB 33 NWBK 560027 25563009

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

Please refer all enquiries to our shipping department on: Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805 Email: shipping@bonhams.com

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

Please be advised that if a successful *Bidder* is then unable to produce the correct paperwork, the *Lot(s)* will be reoffered by *Bohhams* in the next appropriate *Sale*, on standard terms for *Sellers*, and you will be responsible for any loss incurred by *Bohhams* 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 '558' 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. WINF

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 or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from info@bonhams.com

APPENDIX 1

CONTRACT FOR SALE

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

Under this contract the *Seller's* liability in respect of the quality of the *Lot*, it's 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.
- .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.

FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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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. 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.

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

4.2

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- 5.1 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.

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.

FAILURE TO PAY FOR THE LOT

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- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the Lot at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 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;
- 8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other Expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.

THE SELLER'S LIABILITY

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- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer,
- 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;
- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the Contract for Sale.
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.

- 10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the Contract for Sale must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, addressed Co Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the Contract for Sale "including" means "including, without limitation".
- 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 *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer) on any person who is not a party to the Contract for Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

- 1.1 These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller.
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the

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.

PAYMENT

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- 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.
- 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*.

FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot 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 Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract:
- 7.1.2 to retain possession of the Lot;

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- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract;
- 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;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) 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 Lot or part thereof:
- 7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 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 Sale) until all sums due to us have been paid in full;
- 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;
- 7.1.10 on three months' written notice to sell, Without Reserve, 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 Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us:
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (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.

- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.
- 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 Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

- 8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* 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:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the Lot to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, 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
- 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.

9 FORGERIES

- 9.1 We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the Lot and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and
- 9.2.3 within one month after such notification has been given, 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 Forgery and details of the Sale and Lot number sufficient to identify the

- 9.3 Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the Lot is a Forgery 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.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a Lot is a Forgery 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, 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 Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

10 OUR LIABILITY

- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 10.2 Our duty to you while the Lot 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 Lot or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot plus Buyer's Premium (less any sum you may be entitled to recover from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

11 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 nonconforming 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.
- 2.6 References in this agreement to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.

- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of Bonhams, it will also operate in favour and for the benefit of Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

- "Bidder" a person who has completed a Bidding Form. "Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.
- "Bonhams" Bonhams 1793 Limited or its successors or assigns. Bonhams is also referred to in the Buver'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
- "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 "vour"
- "Buyer's Agreement" the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue).
- "Buver'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
- "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
- "Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary.

of the Seller.

- "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 Buver'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
- "Sale Proceeds" the net amount due to the Seller from the Sale of a Lot, being the Hammer Price less the Commission, any VAT chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising.
- "Seller" the person who offers the Lot for Sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "your".
- "Specialist Examination" a visual examination of a Lot by a specialist on the Lot.
- "Stamp" means a postage Stamp offered for Sale at a Specialist Stamp Sale.
- "Standard Examination" a visual examination of a Lot by a non-specialist member of Bonhams' staff.
- "Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the Buyer's Agreement (as appropriate).
- "Storage Contractor" means the company identified as such in the Catalogue.
- "Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.
- "Trust Account" the bank account of Bonhams into which all sums received in respect of the Purchase Price of any Lot will be paid, such account to be a distinct and separate account to Bonhams' normal business bank account.
- "VAT" value added tax at the prevailing rate at the date of the Sale in the United Kingdom. "Website" Bonhams Website at www.bonhams.com
- "Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.
- "Without Reserve" where there is no minimum price at which a Lot may be sold (whether at auction or by private treaty).

GLOSSARY

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

- "artist's resale right": the right of the creator of a work of art to receive a payment on Sales of that work subsequent to the original Sale of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.
- "bailee": a person to whom goods are entrusted.
- "indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.
- "interpleader proceedings": proceedings in the Courts to determine ownership or rights over a Lot.
- "knocked down": when a Lot is sold to a Bidder, indicated by the fall of the hammer at the Sale.
- "lien": a right for the person who has possession of the Lot to retain possession of it.
- "risk": the possibility that a Lot may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.
- "title": the legal and equitable right to the ownership of a Lot. "tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

- 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
- In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that
 - 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
 - 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.
- 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.
- 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.
- 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;
 - 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;
 - anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

Bonhams Specialist Departments

19th Century Paintings

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20th Century British Art

Matthew Bradbury +44 20 7468 8295

Aboriginal Art Francesca Cavazzini

+61 2 8412 2222

African, Oceanic & Pre-Columbian Art

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

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

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

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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**

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California & American Paintings Scot Levitt

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Carpets

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Coins & Medals

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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

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Greek Art

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Golf Sporting Memorabilia

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Irish Art

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Impressionist & Modern Art

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Jewellery

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Marine Art

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Motorcycles

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Musical Instruments

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Native American Art

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Natural History

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 $\begin{array}{c} \textbf{Old Master Pictures} \\ \cup K \end{array}$

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Russian Art

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Scottish Pictures Chris Brickley +44 131 240 2297

Silver & Gold Boxes

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South African Art

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Sporting Guns

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Toys & Dolls Leigh Gotch

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Urban Art

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