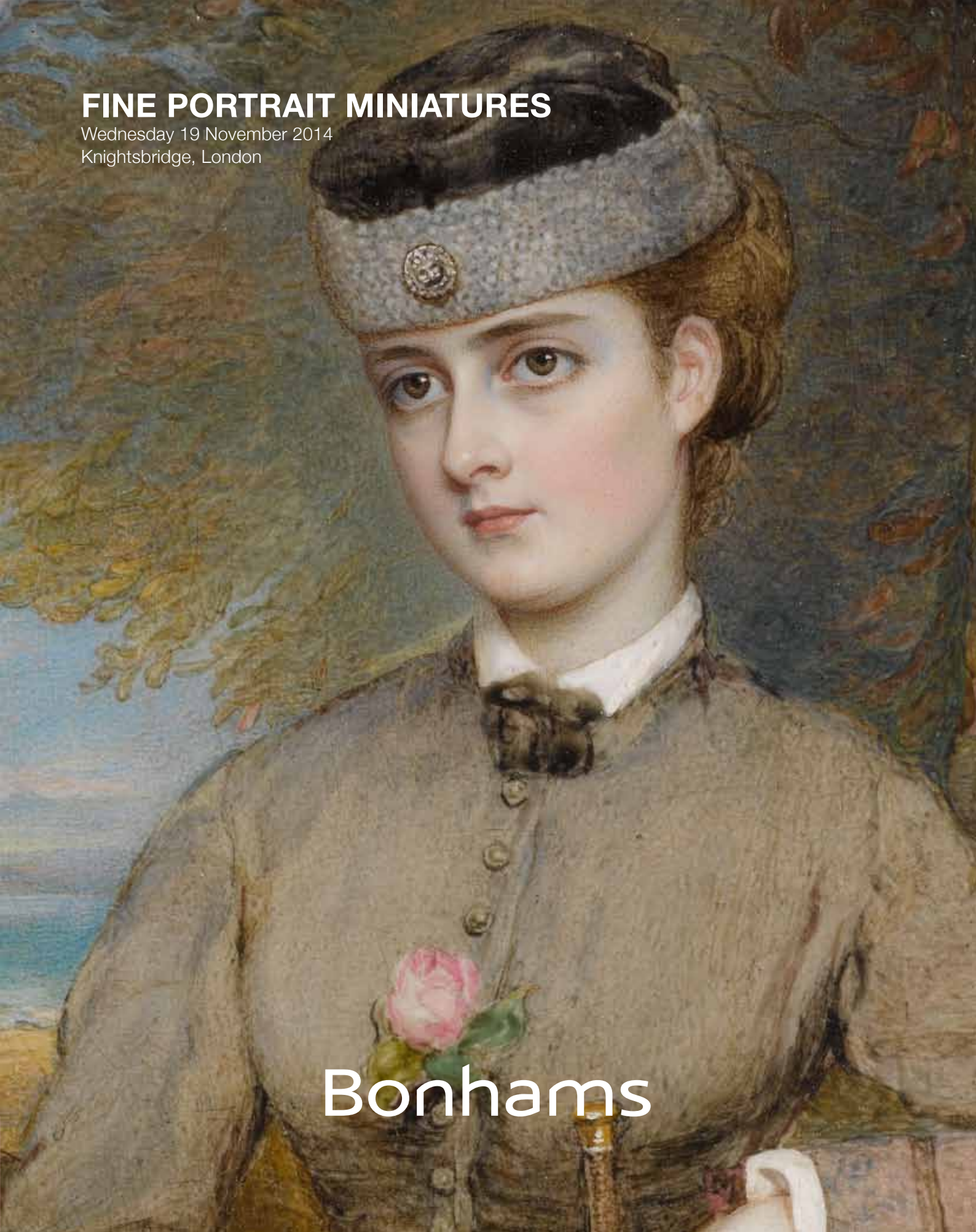


# FINE PORTRAIT MINIATURES

Wednesday 19 November 2014  
Knightsbridge, London



Bonhams



# FINE PORTRAIT MINIATURES

Wednesday 19 November 2014 at 2pm  
Knightsbridge, London

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Please see page 2 for important new information on collection and after-sale storage.

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1

# **FRENCH SCHOOL, 19TH CENTURY**

A Gentleman, traditionally identified as the Marquis de Leuville, wearing white ruff and red doublet embroidered with gold and slashed to reveal white.

Watercolour on vellum, gilt-metal frame with pierced spiral cresting, the reverse engraved, *Marquis de Leuville*.

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

£600 - 800

€750 - 1,000

US\$960 - 1,300

## **Provenance**

Sir Bernard Ekstein, 2nd Baronet (1894–1948);

Christie's, London, *The Edward Grosvenor Paine Collection of Portrait Miniatures*, 12 October 1982, lot 41



1

2

# **ENGLISH SCHOOL, CIRCA 1680**

The Reverend Francis Turner, Lord Bishop of Ely, DD (1637-1700), wearing black chimere over white rochet.

Watercolour on vellum, inscribed on the obverse *Ld/ B./ Ely* beneath original bevelled glass, silver bracelet clasp mount bearing turquoise enamel to the base.

Oval, 17mm (11/16in) high

£500 - 700

€630 - 880

US\$800 - 1,100

The present lot is closely comparable with an oil portrait in the collection of Corpus Christi College, University of Oxford (inv.no. 21). The portrait has since been reproduced as an engraving, examples of which can be found at the National Portrait Gallery and the British Museum (see inv.nos. NPG D30890 and 18390413.118 respectively).

Francis Turner, Bishop of Ely was the eldest son of Thomas Turner, Dean of Canterbury (1591-1672) and Margaret (d.1692), daughter of Sir Francis Windebank. He was one of seven bishops who petitioned against the 'Declaration for Liberty of Conscience' proclaimed by James II as the first step towards religious freedom in England. Turner also declined the oath of allegiance to William III and Mary II. In the year of their coronation, Lord Bishop Turner was suspended and the following year he was deposed. He joined the non-juring Bishops in 1693.



2

3

# **ENGLISH SCHOOL, 19TH CENTURY**

A Lady, wearing costume circa 1610, comprising gold dress and white lace ruff, her red hair upswept.

Oil on metal, silver-gilt frame with pierced foliate border set with foil-backed emeralds and some paste simulants.

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

£500 - 700

€630 - 880

US\$800 - 1,100

## **Provenance**

Phillip's, London, 15 December 1982, lot 374



3



4

4

**ENGLISH SCHOOL, CIRCA 1660**

A Gentleman, wearing black doublet and white lawn collar drawn with tassles, his natural brown hair falling in loose curls over his shoulders. Oil on card, turned gilt-metal frame.

Oval, 28mm (1 1/8in) high

£500 - 700

€630 - 880

US\$800 - 1,100



6

5

**ENGLISH SCHOOL, CIRCA 1640**

A Gentleman, wearing black doublet and white lawn collar drawn with tassles, his brown hair falling to his shoulders.

Watercolour on vellum, gilt-metal frame.

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

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

**Provenance**

Christie's, London, *The Edward Grosvenor Paine Collection of Portrait Miniatures*, 12 October 1982, lot 50

6

**AFTER SIR ANTHONY VAN DYCK, 18TH CENTURY**

Thomas Wentworth, 1st Earl of Strafford (1593-1641), before green drapery and stone column, wearing black doublet and white collar.

Watercolour on vellum, gilt-metal mount.

Oval, 73mm (5/16in) high

£600 - 800

€750 - 1,000

US\$960 - 1,300

**Provenance**

The Hickson Collection, no.21

The present lot derives from a double-portrait of the Earl and his secretary, Sir Philip Mainwaring by Sir Anthony Van Dyck (c.1639), which is held by Tate Britain.



5

Lord Wentworth was a statesman and Royalist who became a leading adviser to Charles I with the aim of strengthening the monarch's position against Parliament. After failing in his attempt at 'Personal Rule' (1629-40), Charles I recalled Parliament on the advice of Lord Wentworth, who had recently been created Earl of Strafford. One of Parliament's first utterances following its eleven-year forced hiatus was to impeach Strafford for 'high misdemeanours' in connection with his earlier conduct as Lord Deputy of Ireland. Strafford was taken into custody and sent to the Tower of London on 25 November 1640 and on 31 January 1641, the full extent of these accusations were presented to him in detail. When Parliament condemned him to death, Charles I signed his death warrant and on 12 May 1641, Strafford was executed on Tower Hill.

7

**FRANCISZEK SMIADDECKI (POLISH, ACTIVE 1660-1670)**

A Gentleman, wearing suit of studded armour and white cravat, his natural hair falling to his shoulders.

Oil on metal, silver-gilt frame with pierced spiral cresting and engraved acanthus leaf to the reverse (base of cresting).

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

£1,500 - 2,000

€1,900 - 2,500

US\$2,400 - 3,200

7



8

**FRANCISZEK SMIADDECKI (POLISH, ACTIVE 1660-1670)**

A Gentleman, wearing black cloak and white lawn collar drawn with tassels, his natural hair falling to his shoulders.

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

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

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

8



9

**CORNELIS JONSON VAN CEULEN I (DUTCH, 1593-1661)**

A Gentleman, said to be Hugo Grotius (1583-1645), wearing black doublet and white lace ruff.

Oil on metal, gilt-metal frame with pierced spiral cresting, the reverse engraved, *H. Grotius* and inscribed, *Corn: Jansen*.

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

£2,000 - 3,000

€2,500 - 3,800

US\$3,200 - 4,800

The present lot is closely comparable with a signed and dated portrait of a gentleman by Cornelis Jonson, that featured in the *Albion Collection of Fine Portrait Miniatures* at these salerooms on 22 April 2004, lot 7.

Hugo Grotius was a Dutch jurist, philosopher, playwright, poet, statesman and diplomat. Comparison with extant portraits of Grotius however cast doubt over this identification.

9



10

**NORTH ITALIAN SCHOOL, CIRCA 1630**

A Gentleman, wearing black doublet and white lace collar.

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

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

£800 - 1,200

€1,000 - 1,500

US\$1,300 - 1,900

10





11

11

**FRANCISZEK SMIADECKI (POLISH, ACTIVE 1660-1670)**

A Gentleman, wearing brown cloak, white lawn collar finished with fine needle lace drawn with tassels, his natural hair falling in curls to his shoulders.

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

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

£1,200 - 1,800

€1,500 - 2,300

US\$1,900 - 2,900

**Provenance**

Christie's, London, 21 June, 1999, lot 283

12

**JOHN WILLIAM BAILEY (BRITISH, 1831-1914)**

William Shakespeare (1564-1616), the playwright and poet, wearing black doublet, white chemise and gold hoop earring.

Enamel, gilt-metal frame.

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

£500 - 700

€630 - 880

US\$800 - 1,100

The present lot is a copy after the famous 'Chandos' portrait of c.1600-1610, which is the only portrait of William Shakespeare with any claim to having been painted from life. The author may have been John Taylor who was an important member of the Painter-Stainers' Company. The Chandos portrait is named after its former owners, the Dukes of Chandos. Upon its foundation in 1856 by Francis Egerton, 1st Earl of Ellesmere, the National Portrait Gallery in London received the Chandos portrait as its first formal bequest and the work is thus listed as the first portrait in the gallery's inventory (inv.no. NPG 1).



12



13

13

**CONTINENTAL SCHOOL, LATE 17TH CENTURY**

A Doctor, wearing black cloak and cap with white collar. Watercolour on vellum, gilt-metal *fausse-montre* frame.

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

£800 - 1,200

€1,000 - 1,500

US\$1,300 - 1,900



14



14



15

14

**SAMUEL COOPER (BRITISH, 1609-1672)**

A Young Officer, wearing full armour and white lawn collar, his natural hair falling in waves to his shoulders.

Watercolour on vellum, gilt-metal frame, the outer spokes and inner borders with white and black chequered enamel, the reverse with pierced devotional motifs including a chalice and cross, enamelled in blue, white and black.

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

£4,000 - 6,000

€5,000 - 7,500

US\$6,400 - 9,600

15

**JOHN HOSKINS (BRITISH, CIRCA 1590-1664)**

An Officer, wearing suit of armour and white lawn collar of lace, his natural wig falling in curls over his shoulders.

Watercolour on vellum, signed on the obverse in gold with the artist's initials, *I.H.*, gilt-metal frame with pierced spiral cresting.

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

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

Provenance

Sotheby's, Chester, 24 September 1981, lot 3

16

**STUDIO OF JOHN HOSKINS (BRITISH, CIRCA 1590-1664)**

Sir Edmundbury Godfrey, JP (1621–1678), wearing black embroidered doublet slashed to reveal white, his lawn collar drawn with tassels and his brown hair falling to his shoulders.

Watercolour on vellum, bearing signature to the obverse and dated, *i663./ iH.*, gilt-metal frame with pierced spiral cresting, the reverse engraved, *Sir. E. Godfrey*.

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

**£4,000 - 6,000**

**€5,000 - 7,500**

**US\$6,400 - 9,600**

**Provenance**

Purchased by Mr Charles Sotheby from Mr Jeffrey Whitehead in 1861; Sotheby's, London, *The Sotheby Collection*, 11 October 1955, lot 22 (as by John Hoskins); Sotheby's, London, 15 November 1982, lot 45

**Exhibited**

South Kensington, 1862, no.2640;

Burlington Fine Arts Club, *Portrait Miniatures*, 1889, no.16, ill.pl.IX

Sir Edmundbury Godfrey was an English magistrate and a member of the 'Peyton Gang', an anti-Catholic group which plotted to replace the King with a republic. His mysterious death inspired Titus Oates' fictitious conspiracy, known as 'The Popish Plot', which saw England and Scotland gripped in anti-Catholic hysteria between 1678-1681.

After failing to return home on 12 October 1678, Sir Edmundbury was found dead in a ditch on 17 October, lying face down, covered in bruises with a circular mark around his broken neck. The absence of blood around a sword wound indicated that Sir Edmundbury had been strangled to death before being impaled with his own sword some days later. The authorities announced a £500 reward for information but the case was never solved. A number of books written during the 20th century discuss various theories. The most popular suspect is Philip Herbert, 7th Earl of Pembroke, KB (c.1652-1683) who is believed to have taken his revenge for having been prosecuted by Sir Edmundbury for a previous murder. Despite being found guilty of several other murders, Pembroke was remarkably granted a Royal pardon following a petition signed by twenty-four of his fellow peers in the House of Lords.

17

**SAMUEL COOPER (BRITISH, 1609-1672)**

A Gentleman of the Slingsby family, possibly Sir Thomas Slingsby of Scriven, 2nd Baronet (1636-c.1687), wearing suit of armour over white stock and cravat tied with black ribbon, his brown hair falling in waves to his shoulders.

Watercolour on vellum, silver frame with pierced spiral cresting.

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

**£8,000 - 12,000**

**€10,000 - 15,000**

**US\$13,000 - 19,000**

**Provenance**

Emma Louisa Slingsby of Scriven Park (1829-1899);

Bequeathed to her husband, Colonel Thomas Slingsby née Leslie (1826-1903) and thence by descent

The handwritten inscription to the reverse panel of the original turned wood frame identifies the present sitter as, 'Sir Henry Slingsby'. Sir Henry Slingsby of Scriven, 1st Baronet (1602-1658) bears some resemblance to the present sitter but given the approximate date of the work, his sons, Henry (dates unknown) and Thomas (1636-c.1687) are more realistic as candidates. In the absence of any surviving portraits of Henry and Thomas, it has not been possible to confirm either identification but Thomas would seem the more plausible of the two brothers given the offices he held.

A vigorous supporter of the Royalist cause, Sir Henry Slingsby, 1st Bt. was implicated in a projected Royalist rising in Yorkshire, for which he was beheaded on Tower Hill in the summer of 1658. He was the last of the Royalists to meet this fate. His son Henry, served Charles I as Gentleman of the Bedchamber while Thomas served as High Sheriff of Yorkshire, MP for Knaresborough and Scarborough and Constable of Scarborough Castle. Upon their father's death in 1658, Thomas inherited the baronetcy and married Dorothy Craddock (d.1673), daughter of George Craddock of Caverswall Castle that same year. The present lot has descended through the couple's great-great-grand-daughter, Emma Slingsby. Her husband, Colonel Thomas Leslie, legally changed his name to Slingsby by Royal License on 9 April 1869.



17



16



18

18

**FRENCH SCHOOL, CIRCA 1690**

A Gentleman, wearing blue cloak and white cravat, his dark hair falling in loose curls over his shoulders.

Watercolour on card, gilt-metal frame with studded monogram to fishskin panel verso.

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

£600 - 800

€750 - 1,000

US\$960 - 1,300



19

19<sup>Y</sup> Φ

**CIRCLE OF WILLIAM GIBSON (BRITISH, CIRCA 1644-1702)**

A Gentleman identified as, Lord Mountrath, wearing pale blue coat, white lace jabot and red mantle, his natural wig falling in waves over his shoulders.

Watercolour on vellum, the reverse inscribed, *My Lord Mountrath*, gilt-metal frame.

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

£800 - 1,200

€1,000 - 1,500

US\$1,300 - 1,900

**Provenance**

Sotheby's, London, 1 December 1980, lot 64

Given the approximate date of the present lot, the sitter is likely to be Charles Coote, 3rd Earl of Mountrath (c.1655–1709) but in the absence of any surviving portraits of the Earl, it has not been possible to verify this identification. His sons, Charles, Harry and Algernon (the 4th, 5th and 6th Earls of Mountrath) were not born until c.1680, 1684 and 1689 respectively, making them unlikely candidates.

20

**NICHOLAS DIXON (BRITISH, 1645-CIRCA 1708)**

A Lady called, Jane Dering, wearing white chemise beneath a blue gown secured at her shoulder with a jewelled clasp, her fair hair partially upswept and falling over her left shoulder.

Watercolour on vellum, signed on the obverse with the artist's gilt-monogram, *ND*, gilt-metal frame, engraved on the obverse, *Jane Dering. OB.*

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

£800 - 1,200

€1,000 - 1,500

US\$1,300 - 1,900

**Provenance**

Sotheby's, London, 13 July 1982, lot 101

Jane was a daughter of Sir Edward Dering, 3rd Baronet, MP (1650-1689) and Elizabeth Cholmeley (1657-1704), daughter of Sir William Cholmeley, 2nd Baronet of Whitby.

21

**ATTRIBUTED TO MARY BEALE (BRITISH, 1633-1699)**

A Lady, wearing bronze robe secured at her right shoulder with two dark jewels over her white chemise, her blue mantle draped over her left shoulder, her dark curls upswept.

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

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

£600 - 800

€750 - 1,000

US\$960 - 1,300

22

**FOLLOWER OF SIR GODFREY KNELLER (BRITISH, 1646-1723)**

A Lady, said to be Sarah Churchill, Duchess of Marlborough (1660-1744), wearing golden robe over white chemise, her pink mantle draped over her left shoulder and her fair hair loosely curled and upswept.

Oil on copper, ormolu memorial frame cast with angels and putti.

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

£800 - 1,200

€1,000 - 1,500

US\$1,300 - 1,900

**Provenance**

Sotheby's, London, 28 April 1981, lot 81

While her costume does not correspond with the blue and white robes seen in Kneller's oil portrait of 1691, the sitter in the present lot bears a very close resemblance to Sarah Churchill. It would appear that the Duchess did not sit for her portrait after 1708, which would explain why her image, as immortalised by Kneller, has been re-worked by other artists many times over (see C. Lloyd; V. Remington *Masterpieces in Little: Portrait Miniatures from the Collection of Her Majesty Queen Elizabeth II*, 1996, p.138).



20



21



22

23

**ATTRIBUTED TO EDMUND ASHFIELD (BRITISH, ACTIVE 1669-CIRCA 1690)**

A Gentleman, wearing black cloak, white stock and lace jabot, his long natural wig falling in curls over his shoulders.

Watercolour on vellum, later brass frame with scrolled attachment to the base.

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

£1,200 - 1,800

€1,500 - 2,300

US\$1,900 - 2,900

**Provenance**

Same Private Collection since the eighteenth century

Several artists have been suggested for this fascinating late seventeenth century portrait. Although Samuel Cooper's name has been attached in the past, the present work is too late in date to be attributed to him. Graham Reynolds considered Richard Gibson, comparing the portrait to a Gibson in the Victoria and Albert Museum [inv.no. P.40-1929]. The drapery, however, is perhaps not quite as accomplished as one would expect from Gibson's work of this date.

Recent research by John Murdoch in *Seventeenth Century English Miniatures in the Collection of the Victoria and Albert Museum* (1997) has highlighted the work of Edmund Ashfield. Better known for his pastels, Ashfield relied on unconventional techniques for his small body of portrait miniatures. In common with signed examples of his work in the V&A, the present portrait exhibits the bare vellum for tonality in the face and the watercolour is laid down in thin washes, as opposed to the thick, layered gouache favoured by Ashfield's contemporaries.

24

**JOHN BULLFINCH (BRITISH, ACTIVE 1660-1680)**

James II (1633–1701), King of England and Ireland and James VII of Scotland (1685-1688), wearing suit of armour, lace jabot and sash of the Order of the Garter, his wig falling in curls over his shoulders.

Ink and wash on card, gilt-metal frame with pierced spiral border and ribbon cresting, the reverse engraved, *King James 2nd/ by/ Bullfinch* and bearing handwritten label inscribed, *Hamilton Sale/ 1882/ Cat.No. 1587*.

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

£800 - 1,200

€1,000 - 1,500

US\$1,300 - 1,900

**Provenance**

Christie's, London, *The Sale of The Hamilton Palace Collection*, 17 June - 20 July 1882, lot 1587, where sold to H. E. Kidson for £22-1s; Sotheby's, London, 26 June 1980, lot 12

As the second surviving son of Charles I, James ascended the throne upon the death of his brother, Charles II in 1685. The birth of his Catholic heir, James Francis Edward Stuart in 1688, ignited the Glorious Revolution which resulted in James' flight to France and the double-coronation of his Protestant first-born child, Mary and her husband, William of Orange in 1689. James made one serious attempt to recover his crown when he landed in Ireland that same year but upon the defeat of his army at the Battle of the Boyne, James returned to exile in France where he lived out the remainder of his life at the court of his cousin, Louis XIV. Both his son and grandson, Prince Charles Edward Stuart, maintained their claims to the thrones of England and Scotland throughout their lifetimes.

25

**PETER CROSS (BRITISH, CIRCA 1650-1724)**

Louis of France (1661-1711), 'Le Grand Dauphin', eldest son and heir of Louis XIV (1638-1715), wearing suit of armour with red lining to his guardbrace, blue sash, white lace cravat tied over red ribbon, his natural wig falling in curls over his shoulders.

Watercolour on vellum, signed with the artist's gilt-monogram (now partially faded), *PC*, silver frame with pierced spiral cresting.

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

£4,000 - 6,000

€5,000 - 7,500

US\$6,400 - 9,600

The present lot derives from an engraving by Robert Nanteuil of 1677. Jean Petitot and his studio executed many versions in enamel (see G. Reynolds, *The Sixteenth and Seventeenth Miniatures in the Collection of Her Majesty the Queen*, 1999, p.239, ill.nos.303-304). A comparable miniature on vellum by Jacques-Antoine Arlaud sold Bonhams, London, 18 November 2003 (lot 21).

Louis of France was the eldest son and heir of Louis XIV of France and Maria Theresa of Spain. With his first wife, Maria Anna Victoria, Duchess of Bavaria, Louis had three sons: Louis 'Le Petit Dauphin', Philippe and Charles. Maria died in 1680 and in 1695, Louis secretly married his lover, Marie Émilie de Joly de Choin. The couple had a son who died in infancy hidden away in the French countryside.

During the War of the Grand Alliance in 1688, Louis demonstrated great courage and leadership in taking one of the bridgeheads across the Rhine at Philippsburg, which prevented the expanding Imperial army from invading Alsace. In order to improve the chances of a Bourbon succession to the Spanish throne, Louis relinquished his claim in favour of his second son and by 1 November 1700, Philippe's accession as Philip V of Spain was secured. On 11 April 1711 at the age of forty-nine, Louis predeceased his father and thus a prophecy told at his birth, "son of a king, father of a king, but never a king", was fulfilled.



23



25



24



26



27



28



29

26

#### **STUDIO OF JEAN PETITOT (FRENCH, 1607-1691)**

Louis XIV, King of France and Navarre (1638-1715), wearing blue coat and white lace cravat, his natural wig falling in curls over his shoulders. Enamel, gilt-metal frame with blue enamel border to the obverse. Oval, 24mm (15/16in) high

£600 - 800

€750 - 1,000

US\$960 - 1,300

#### **Provenance**

Sotheby's, London, 1 May 1980, lot 32

#### **Exhibited**

Rechberg, Zurich, 8 December 1957 - 28 February 1958;  
Rechberg, Zurich, 1961

#### **Literature**

H. Rieben, *Bildnis-Miniaturin*, p.22, ill.p.23

Affectionately hailed as 'Le Roi Soleil', Louis' glittering seventy-two year reign in which France became the most powerful nation in Europe, remains the longest of any European monarch to date. The ruler spared no expense on the ceremonial rituals and excesses of court, perpetuating an everlasting image as an absolute monarch through the mediums of art, architecture, pageantry and theatre. He outlived all of his six children, of whom, only the eldest by Maria-Theresa (1638-1683) survived infancy (Louis 'le Grand Dauphin', 1661-1711). The king fathered many illegitimate children, most of whom married cadet branches of the Royal family. Upon his death in 1715, he was succeeded by his five year old great-grandson, Louis XV (1710-1774).

27

#### **CHARLES BOIT (SWEDISH, 1663-1727)**

A Nobleman, identified as Philippe, Duc d'Orleans (1674-1723), wearing white cravat drawn with pink ribbon over his suit of armour, his natural wig falling in curls over his shoulders. Enamel, contemporary gold frame with pierced foliate border set with seed pearls, the base stamped with the hallmarks of a Swedish maker from the town of Arboga. Oval, 25mm (1in) high

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

#### **Literature**

Dr G. C. Williamson, *Catalogue of the Collection of Miniatures: The Property of J. Pierpont Morgan*, vol.III, no.415, ill.pl.CXXIX (no.1)

Philippe was the son of Philippe I, Duc d'Orléans and Elizabeth Charlotte of the Palatinate. In 1692, he married his first cousin, Françoise Marie de Bourbon who was the youngest legitimate daughter of Louis XIV and Madame de Montespan. While considered ill-suited, the couple remained together and conceived eight children. Upon the coronation of his uncle's five year old great-grandson, Louis XV, in 1715, Philippe acted as Régent until the monarch came of age in 1723. Philippe died in December that year at the Palace of Versailles, aged forty-nine.

28<sup>Y</sup> Φ

#### **FOLLOWER OF BENJAMIN ARLAUD (SWISS, CIRCA 1670-AFTER 1731)**

A Gentleman identified as, Francis Godolphin, 2nd Earl of Godolphin, PC (1678-1766), wearing yellow coat, white chemise and cravat, his powdered wig falling in curls behind his shoulders. Watercolour on ivory, gilt-metal frame. Oval, 28mm (1 1/8in) high

£500 - 700

€630 - 880

US\$800 - 1,100

#### **Provenance**

Sotheby's, London, 24 November 1983, lot 392

Francis was the only child born to Sidney Godolphin, 1st Earl of Godolphin and Margaret Blagge who died just six days after his birth. Francis was educated at Eton College and King's College, Cambridge, where he took his MA in 1705. He held a number of offices including Teller of the Exchequer (1699-1704), MP for East Looe (1701), Helston (1701-1710) and Tregony (1710-1712), Lord of the Bedchamber to both George I and George II (1716; 1727-1735) and Governor of the Scilly Islands (appointed 1723).

In 1698, Godolphin married Lady Henrietta Churchill (1681-1733), the eldest daughter of John Churchill, 1st Duke of Marlborough and Sarah Jennings. Godolphin was one of the founding Governors of the Foundling Hospital. Upon his death, the Barony of Godolphin of Helston was inherited by his cousin, Francis Godolphin, 2nd Baron Godolphin (1706-1785).



31



30



32

29

#### CONTINENTAL SCHOOL, CIRCA 1700

A Gentleman, wearing crimson cloak, blue sash and white cravat, his powdered wig falling in curls around his shoulders.

Watercolour on vellum, gilt-metal frame with border of old rose-cut diamonds to the obverse, the reverse with brooch pin attachment.

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

£500 - 700

€630 - 880

US\$800 - 1,100

30<sup>Y Φ</sup>

#### CONTINENTAL SCHOOL, CIRCA 1720

A Widow, holding a bowl of water and wearing black jeweled robe over white chemise, her fair hair curled and partially upswept beneath a black veil and diadem.

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

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

£600 - 800

€750 - 1,000

US\$960 - 1,300

The present composition may be a reference to the story of Artemesia II (d.350 BCE), wife of Mausolus (377–353 BC), ruler of Caria in Asia Minor during the Hecatomnid dynasty (c.395–334 BCE). After the death of her husband, Artemesia mixed his ashes into a liquid which she drank daily, making herself into a living tomb for the two years that she survived him. Artemesia is renowned in history for the grief she displayed after the death of Mausolus and her story became a symbol of a widow's devotion to the memory of her husband.

31

#### CONTINENTAL SCHOOL, CIRCA 1660

A Gentleman, standing in a landscape and wearing black coat with black and blue ribbon to his billowing sleeve, white chemise and lawn collar finished with lace, his natural wig falling in curls over his shoulders.

Watercolour on vellum, gilt-wood frame.

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

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

32

#### CONTINENTAL SCHOOL, CIRCA 1700

A Gentleman, seated before a stone arch and blue drapery with his left arm outstretched, wearing tan coat, white lace chemise and blue ribbon, his long powdered wig falling in curls over his shoulders, his white-lined blue mantle draped about him.

Watercolour on vellum, the reverse inscribed, *Fransk mästare/ fr. 1700-talets/ början*, gilt-metal mount.

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

£700 - 900

€880 - 1,100

US\$1,100 - 1,400

#### Provenance

Christie's, London, 27 November 2013, lot 200



33



34



35



36

33

**JEAN ADAM MATHIEU (FRENCH, BORN CIRCA 1698-1753)**

A Gentleman, wearing grey coat over gold and crimson embroidered waistcoat, white stock and cravat, his crimson mantle draped about him, his powdered wig falling in curls behind his shoulders.

Enamel, gilt-metal frame with brooch pin attachment to the reverse. Oval, 55mm (2 3/16in) high

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

34

**CHARLES BOIT (SWEDISH, 1663-1727)**

Anne (1665-1714), Queen of England (1702-1714), wearing golden robe finished with ermine trim over white lace chemise, the Insignia of the Order of the Garter on a blue ribbon at her corsage, her curling brown hair partially upswept and falling behind her shoulders.

Enamel, silver-gilt frame, the scalloped border set with old rose-cut diamonds.

Circular, 40mm (1 9/16in) dia.

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

**Provenance**

Bonhams, London, 19 November 2008, lot 4

The present lot is based on Sir Godfrey Kneller's portrait of the Queen, of which the best version, signed and dated 1705, is held at Wrest Park in Bedfordshire. An oval version by Boit is held by the Royal Collection (see G. Reynolds, *The Sixteenth and Seventeenth Century Miniatures in the Collection of Her Majesty the Queen*, 1999, p.271, no.394). The present lot is comparable with a similar portrait by Boit's pupil, Christian Friedrich Zincke, painted approximately ten years later and sold Bonhams, London, 19 November 2008, lot 7.

35

**JEAN ADAM MATHIEU (FRENCH, BORN CIRCA 1698-1753)**

Prince Charles Edward Stuart (1720-1788), wearing suit of armour over white chemise, stock and cravat, blue sash and breast star of the Order of the Garter, his crimson mantle draped about him, his powdered wig worn *en queue* and tied with ribbon.  
Enamel, gilt-metal mount.  
Oval, 58mm (2 5/16in) high

£4,000 - 6,000

€5,000 - 7,500

US\$6,400 - 9,600

The present lot derives from a pastel by Maurice Quentin de la Tour which is held by the Scottish National Portrait Gallery (see E. Corp, *The King Over The Water*, 2001, p.98, ill.p.97,fig.92). Prince Charles Edward Louis John Casimir Sylvester Severino Maria Stuart was the first-born son of Prince James Francis Edward Stuart and Maria Clementina Sobieska. As a great-grandson of Charles I, 'Bonnie Prince Charlie' was born a claimant to the English and Scottish thrones and raised the Jacobite rebellion of 1745. The uprising failed in its aims to overthrow the Hanoverians and terminated with Princes Charles' defeat at the Battle of Culloden. Despite his marriage to a European Princess in 1772, his hopes for diplomatic support and the production of a legitimate heir were dashed. Prince Charles lived out the remainder of his life in exile and is buried in the Vatican next to his brother, mother and father.

36

**CHRISTIAN FRIEDRICH ZINCKE (GERMAN, CIRCA 1683-1767)**

The Scottish architect, James Gibbs (1682-1754), wearing brown coat, gold waistcoat, white stock and lace cravat, his powdered wig curled and loosely tied with black ribbon behind his shoulders.  
Enamel, gold frame, the reverse engraved with bright-cut borders and the sitter's identity, *James Gibbs Esqr.*  
Oval, 44mm (1 3/4in) high

£1,200 - 1,800

€1,500 - 2,300

US\$1,900 - 2,900

Born in Footdeesmire, Aberdeenshire, Gibbs trained in Italy and practiced largely in England. His Italian training under the Baroque master, Carlo Fontana, initially gave him an edge over his contemporaries who favoured the classical styles of the Palladian movement then prevalent in England. In time, Gibbs adopted some of the same Palladian influences while maintaining his own style independently of public taste. He was heavily influenced by Sir Christopher Wren who was an early supporter of Gibbs' architecture. St Martin-in-the-Fields at Trafalgar Square (1721-1726) and the cylindrical, domed Radcliffe Camera at Oxford University (1737-1749) are considered to be Gibbs' most important and influential works.

37

**ENGLISH SCHOOL, CIRCA 1700**

A Young Gentleman, wearing blue coat embroidered with gold, white chemise and lace cravat pulled through one button hole, his crimson mantle draped over his right shoulder, his natural wig falling in waves behind his shoulders.  
Oil on metal, gilt-metal frame with fishskin panel to the reverse.  
Oval, 90mm (3 9/16in) high

£1,200 - 1,800

€1,500 - 2,300

US\$1,900 - 2,900



37



38

**JAMES FERGUSON (SCOTTISH, 1710-1776)**

A Lady, wearing dress over frilled lace chemise, her dark hair curled beneath a cap finished with lace trim.

Ink and wash on vellum, stained and turned wood frame.

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

£500 - 700

€630 - 880

US\$800 - 1,100

39

**JAMES FERGUSON (SCOTTISH, 1710-1776)**

A pair of miniatures portraying Francis Farquharson 'Baron Ban' of Monaltrie (1710-1790) and his sister, Rachel: he, wearing coat, waistcoat, frilled chemise and stock, his powdered wig worn *en queue* and tied with ribbon; she, wearing low-cut dress over frilled chemise, her hair partially upswept.

Ink and wash on vellum, ebonised and turned wood frames, the reverse of each inscribed with the sitters' details and signed, *James Ferguson Pinxt/ 1735*.

Oval, 83mm (3 1/4in) high (2)

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

Francis Farquharson was the middle of three sons born to Alexander Farquharson of Monaltrie (1676-1745) and Anne Farquharson of Finzean. The couple also had three daughters of whom, Rachel, was the second. Francis was popularly known as "Baron Ban" owing to his handsome highland looks and golden hair. He raised 300 men for Bonnie Prince Charlie and was present at the battles of Inverurie, Falkirk and finally Culloden where he was taken prisoner. He was imprisoned in the Tower of London and condemned to execution before being reprieved but not pardoned on the morning of his hanging, 28 November 1746.

Rumours that Francis owed his life to the intervention of an English noble Lady swiftly circulated and he later married Margaret Eyre of Derbyshire, a Roman Catholic lady of wealth, in 1763. Francis finally returned to Scotland as a wealthy rebel in 1766. He built himself a new house at the foot of Craigendarroch, which he called, Ballater House and his wife's fortune enabled him to purchase back his family's old estates. Francis proved himself to be a beneficial and lasting influence on the development of the Ballater and Balmoral lands before he died aged eighty on 22 June 1790.

40<sup>Y Φ</sup>

**CIRCLE OF BERNARD LENS (BRITISH, 1682-1740)**

A Lady, seated before a landscape and wearing green dress over white lace chemise, her bodice set with pearls and her crimson mantle draped over her right arm, her hair upswept and dressed with flowers, her right hand resting on a floral arrangement in which Cupid sits aiming a bow and arrow at her chest.

Watercolour on ivory, inscribed in gold above the figure of Cupid, *Je suis en ambuscade* [I am in ambush], ebonised and turned wood frame.

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

£700 - 900

€880 - 1,100

US\$1,100 - 1,400



40

41<sup>Y Φ</sup>

**CIRCLE OF ROSALBA CARRIERA (ITALIAN, 1675-1757)**

A Lady, standing full-length and nude before a rock face, her powdered hair partially upswept and falling over her left shoulder.

Watercolour on ivory, ebonised and turned wood frame.

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

£800 - 1,200

€1,000 - 1,500

US\$1,300 - 1,900



41

42



42

**JEAN-BAPTISTE MASSÉ (FRENCH, 1687-1767)**

Louis XV (1710-1774), King of France and Navarre (1715-1774), wearing suit of armour with blue lining to his collar and guardbrace, white stock and lace cravat, his blue ermine trimmed cloak embroidered with gold fleurs-de-lys and draped over his right shoulder, his powdered wig worn *en queue*.  
Watercolour on vellum, gilt-metal mount.  
Octagonal, 63mm (2 1/2in) high

**£1,000 - 1,500****€1,300 - 1,900****US\$1,600 - 2,400**

The present lot is closely comparable with another portrait of Louis XV by Massé, which is held by the Louvre (inv.no. RF10670). The composition derives from a larger pastel by Gustaf Lundberg (Swedish, 1695-1786), held by the Château de Versailles (inv.no. MV5417).

Louis XV succeeded his great-grandfather as King of France and Navarre at the age of five. Before the extent of his incompetency became clear to the people of France, Louis had been celebrated following a series of military triumphs and was for a time hailed, 'le Bien-Aimé'. Upon his death in 1774, his ill-fated grandson, Louis XVI inherited widespread national unrest that would eventually tear the monarchy apart in 1789. Louis XVI's own death by guillotine in 1793 extinguished more than a thousand years of continuous monarchy in France.

43

43<sup>Y</sup> Φ**FRENCH SCHOOL, CIRCA 1770**

A Gentleman, wearing blue coat embroidered with gold, white chemise, stock and lace cravat, his powdered wig worn *en queue* and tied with black ribbon.  
Watercolour on ivory, gilt-metal frame with engraved and pierced foliate borders to the obverse and brooch pin attachment to the reverse.  
Oval, 39mm (1 9/16in) high

**£800 - 1,200****€1,000 - 1,500****US\$1,300 - 1,900**

44

44<sup>Y</sup> Φ**AFTER LOUIS TOCQUÉ, LATE 18TH CENTURY**

Prince Charles Edward Stuart (1688-1766), wearing full suit of armour, white stock and lace cravat, the Order of the Thistle on a blue ribbon suspended from his neck and the sash and breast star of the Order of the Garter, the latter emblazoned on a blue ermine trimmed mantle draped about him, his powdered wig worn *en queue* and tied with black ribbon.  
Watercolour on ivory, signed with initials, G N, gilt-metal frame with pierced spiral cresting.  
Oval, 65mm (2 9/16in) high

**£800 - 1,200****€1,000 - 1,500****US\$1,300 - 1,900**

For biographical information on the present sitter, please see lot 35.



45

45

**JEAN ANDRÉ ROUQUET (SWISS, 1701-1758)**

A pair of miniatures portraying Mr Edward Fowke (1714-1789) and his wife, Mrs Hester Fowke née Hollond (c.1724-1750): he, wearing violet coat, white waistcoat, chemise, stock and cravat, his powdered wig curled to his shoulders; she, wearing powder blue dress over white lace chemise, blue sash ribbon and flower corsage pinned to her left shoulder, teardrop pearl earrings, her natural hair upswept beneath a white lace bonnet.

Enamel, housed on a common ormolu frame of rectangular format, the reverse engraved, *Edward & Hester Fowke/ Rouquet Pinxit May 1750*.

Oval, 44mm (1 3/4in) high (2)

£5,000 - 7,000

€6,300 - 8,800

US\$8,000 - 11,000

**Provenance**

With the Hollond family and thence by descent

Edward Fowke was born at Fort St George in Madras, India and married Hester Hollond at Wilmington in Kent, England. The couple had a daughter, Philadelphia, who died in infancy. Hester died during the same year in which the present miniatures were executed.



47



47



46

46<sup>Y</sup> Φ

**ANDREAS MUSSARD (SWISS, ACTIVE 1724-1765)**

A Young Girl, wearing white dress, her hair upswept beneath a white lace cap finished with pink ribbon.

Watercolour on ivory, signed, dated and inscribed on the reverse, 3 Guineas/ Andreas Mussard/ Pinxit/ 1758, gilt-metal bracelet clasp mount with border of pearls and blue enamel bands to the obverse. Oval, 30mm (1 3/16in) high

£400 - 600  
€500 - 750  
US\$640 - 960

**Provenance**

Christie's, London, *The Edward Grosvenor Paine Collection of Portrait Miniatures*, 12 October 1982, lot 98

47<sup>Y</sup> Φ

**SAMUEL FINNEY (BRITISH, 1719-1798)**

A pair of miniatures portraying a Boy and a Girl: he, wearing blue coat, white lace collar and cuffs; she, wearing white dress and holding fruit in her gathered skirts, her hair partially upswept and dressed with flowers.

Watercolour on ivory, gilt-metal frames.

Oval, 43mm (1 11/16in) high (2)

£800 - 1,200  
€1,000 - 1,500  
US\$1,300 - 1,900

**Provenance**

Sotheby's, London, 19 October 1981, lot 71



48



49



50



51

48

#### ENGLISH SCHOOL, CIRCA 1770

A Gentleman called, William Hedley, wearing white coat with cobalt blue collar and matching waistcoat, both embroidered with gold, white frilled chemise and stock, his powdered wig worn *en queue*. Enamel, handwritten label to the reverse inscribed *William Hedley/ brother of John Hedley/ & uncle of John/ Hedley the father of/ Deborah Vicars*, gilt-metal frame. Oval, 44mm (1 3/4in) high

£600 - 800  
€750 - 1,000  
US\$960 - 1,300

49

#### NATHANIEL HONE (IRISH, 1718-1784)

John Hollond (1744-1806), aged 6, wearing blue coat, white waistcoat and frilled chemise, his blond hair curled to his shoulders. Enamel, signed on the obverse with the artist's monogram and dated, *NH/ 1750*, gilt-mounted circular wooden frame, the reverse inscribed, *Born 1744 John Hollond Died 1806*. Oval, 47mm (1 7/8in) high

£3,000 - 4,000  
€3,800 - 5,000  
US\$4,800 - 6,400

#### Provenance

With the Hollond family and thence by descent

John was one of five children born to John Hollond and Sophia Fowke. He was baptised at Fort St George in Madras, India and educated in England. He served the East India Company in Madras and married a Miss Henschman in around 1772. From 1789, Hollond served as Acting Governor of Fort St George before resigning in favour of his brother, Edward John Hollond. He and Edward were known to be very corrupt and were forced to flee India in 1792 prior to the trial of their interpreter, Avadhanum Paupiah in July of that year. They were fortunate enough to obtain passage via sea to England. John Hollond died in exile in Paris on 31 June 1806.

50

#### HENRY SPICER, FSA (BRITISH, 1743-1804)

A Gentleman, wearing crimson coat and pale blue waistcoat, white stock and lace cravat, his powdered wig worn *en queue* and tied with black ribbon. Enamel, gilt-metal frame. Oval, 36mm (1 7/16in) high

£500 - 700  
€630 - 880  
US\$800 - 1,100

51

#### NATHANIEL HONE (IRISH, 1718-1784)

A Gentleman, wearing blue coat, white chemise, frilled lace cravat and stock, his powdered wig worn *en queue* and tied with black ribbon. Enamel, signed on the obverse and dated, *NH/ 1767*, gold frame. Oval, 33mm (1 5/16in) high

£600 - 800  
€750 - 1,000  
US\$960 - 1,300

52<sup>Y</sup> Φ

**RICHARD CROSSE (BRITISH, 1742-1810)**

A Gentleman identified as, Sir George Sayer, wearing crimson coat, mint green waistcoat, white stock and lace cravat, his powdered wig worn *en queue* and tied with black ribbon.

Watercolour on ivory, gilt-metal frame.

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

£600 - 800

€750 - 1,000

US\$960 - 1,300

53<sup>Y</sup> Φ

**GEORGE ENGLEHEART (BRITISH, 1750-1829)**

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

Watercolour on ivory, gilt-metal mount with chased border; together with a further miniature by the same hand of a Gentleman, wearing blue coat and white waistcoat, frilled chemise, stock and tied cravat, his powdered wig worn *en queue*, gold mount, the reverse glazed to reveal a lock of hair.

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

£800 - 1,200

€1,000 - 1,500

US\$1,300 - 1,900

**Provenance**

Christie's, London, 30 May 2012, lot 9

It has been suggested that the younger sitter wearing the brown coat portrays Dr Robert Perceval (1756-1839), Physician-General to His Majesty's forces in Ireland and Professor of Chemistry at Trinity College.

54<sup>Y</sup> Φ

**OZIAS HUMPHRY, RA (BRITISH, 1742-1810)**

A Gentleman, wearing grey coat, white stock and lace cravat, his powdered wig worn *en queue* and tied with black ribbon.

Watercolour on ivory, gold frame, the reverse engraved *By/ Ozias Humphries/ 1780*.

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

£500 - 700

€630 - 880

US\$800 - 1,100

55<sup>Y</sup> Φ

**PENELOPE CARWARDINE (BRITISH, CIRCA 1730-CIRCA 1800)**

A Lady, wearing white chemise finished with lace trim beneath a turquoise robe, matching ruff and ribbon in her upswept hair, teardrop pearl earring.

Watercolour on ivory, signed on the obverse with the artist's initial, *P*, gilt-metal bracelet clasp mount.

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

£600 - 800

€750 - 1,000

US\$960 - 1,300

**Provenance**

Christie's, London, 19 March 1980, lot 44

56<sup>Y</sup> Φ

**RICHARD CROSSE (BRITISH, 1742-1810)**

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

Watercolour on ivory, gold bracelet clasp mount.

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

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

57<sup>Y</sup> Φ

**RICHARD COSWAY RA (BRITISH, 1742-1821)**

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

Watercolour on ivory, gilt-metal frame with brooch pin attachment to the reverse.

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

£600 - 800

€750 - 1,000

US\$960 - 1,300

**Provenance**

With Richard and Maria Cosways' biographer, Commander Gerald Barnett and thence by descent



53



52



54



55



56



57



53



58



59



60

58<sup>Y</sup> Φ

**GEORGE ENGLEHEART (BRITISH, 1750-1829)**

A Gentleman called, Charles Staples, wearing blue coat, white waistcoat, frilled chemise and stock, his powdered wig worn *en queue* and tied with black ribbon.

Watercolour on ivory, gilt-metal frame.

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

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

59<sup>Y</sup> Φ

**CIRCLE OF RICHARD CROSSE (BRITISH, 1742-1810)**

A Lady, identified as Lady Charlotte Spencer, wearing duck-egg blue dress over white chemise with blue ribbon to her décolleté, her brown hair partially upswept and dressed with matching blue ribbon.

Watercolour on ivory, gilt-metal frame.

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

£500 - 700

€630 - 880

US\$800 - 1,100

**Provenance**

Christie's, London, 25 November 1980, lot 99 (attributed to Samuel Finney)

60<sup>Y</sup> Φ

**RICHARD COSWAY RA (BRITISH, 1742-1821)**

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

Watercolour on ivory, gold bracelet clasp mount.

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

£800 - 1,200

€1,000 - 1,500

US\$1,300 - 1,900

**Provenance**

Christie's, London, 19 March 1980, lot 35

61<sup>Y</sup> Φ

**SAMUEL SHELLEY (BRITISH, 1750-1808)**

A Lady, wearing blue dress over white chemise, her powdered wig curled and upswept.

Watercolour on ivory, gold bracelet clasp mount with brooch pin attachment to the reverse.

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

£800 - 1,200

€1,000 - 1,500

US\$1,300 - 1,900

**Provenance**

Sotheby's, London, 1 December 1980, lot 75

62<sup>Y</sup> Φ

**OZIAS HUMPHRY, RA (BRITISH, 1742-1810)**

A Gentleman, wearing crimson coat lined with brown fur, green waistcoat, white stock and lace cravat, his powdered wig worn *en queue*.

Watercolour on ivory, gold frame.

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

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

The present portrait dates to Humphry's early career in London, prior to his departure for India. Humphry's close relationship with Sir Joshua Reynolds influenced both his career and style. The latter being evidenced in the present lot.



61



62



63



64

63<sup>Y Φ</sup>

**JOHN SMART (BRITISH, 1742-1811)**

A Lady, wearing deep pink dress and white fill-in, the former finished with black frilled lace, her powdered hair upswept beneath a white bonnet and matching black lace.  
Watercolour on ivory, signed on the obverse with initials and dated, *J S./ 1772*, gilt-metal frame.  
Oval, 47mm (1 7/8in) high

£4,000 - 6,000  
€5,000 - 7,500  
US\$6,400 - 9,600

**Provenance**

With the Hollond family and thence by descent

64<sup>Y Φ</sup>

**SAMUEL SHELLEY (BRITISH, 1750-1808)**

A Gentleman, wearing dark green coat, white chemise and stock, his dark hair falling in waves to his shoulders.  
Watercolour on ivory, gilt-mounted on an oval glass perfume bottle, housed within a fitted red leather travelling case.  
Oval, 35mm (1 3/8in) high

£600 - 800  
€750 - 1,000  
US\$960 - 1,300

The setting of the present portrait in a contemporary glass scent bottle is extremely unusual and shows how, by the Georgian period, portrait miniatures were being used to adorn many different 'personal items' such as toothpick boxes, card holders and purses. This differed from the earlier decades when portrait miniatures were confined to pieces of jewellery.



65



65

65<sup>Y</sup> Φ

**JEREMIAH MEYER, RA (BRITISH, 1735-1789)**

A pair of miniatures portraying a Gentleman and a Lady: the former, wearing pink coat with blue embroidery and buttons, white chemise and lace cravat, his powdered wig worn *en queue* and tied with black ribbon; the latter, wearing blue dress, white fichu and cuff, her head supported by her left hand, her powdered wig worn *à la conseiller*. Watercolour on ivory, gold frames.

Oval, 71mm (2 13/16in) high and circular, 66mm (2 5/8in) dia. respectively (2)

£5,000 - 7,000

€6,300 - 8,800

US\$8,000 - 11,000



66



66

66

# **JOHANN HEINRICH VON HURTER (SWISS, 1734-1799)**

A pair of miniatures portraying Mrs Ann Edwards née Pryce and a Gentleman believed to be her husband, Mr Lewis Edwards of Talgarth (c.1748-1797): the former, wearing pale grey dress finished with pearls and white fichu, pearl necklace and sapphire brooch, her powdered wig worn *à la conseilleur*; the latter, wearing burgundy coat, pale yellow waistcoat, white stock and tied cravat, his powdered hair tied with black ribbon.

Enamel, the former, housed within a gold *fausse-montre* frame with blue glass border to the obverse, the reverse with blue glass border and gold-mounted aperture, glazed to reveal plaited hair beneath the seed pearl initials of her children, *ME AE PE JE* above Mrs Edwards' seed pearl initials, *AE* and two seed pearl laurel wreaths; the latter, signed on the reverse and dated, *Chas Hurter, Pinxt/ 1789*, gold frame, the reverse with blue glass border and gold-mounted aperture, glazed to reveal plaited hair; common leather travelling case.

Oval, 50mm (1 15/16in) high (2)

£1,500 - 2,000

€1,900 - 2,500

US\$2,400 - 3,200

## **Provenance**

By repute, from a direct descendant of Josiah Nisbet (d.1830), stepson of Lord Admiral Nelson;

Christie's, South Kensington, 3 July 2012, lot 14

Ann was the daughter of the Rev. Salusbury Pryce, Vicar of Meiford, Montgomery. She and her husband had a son, Pryce, and several daughters. Two of their daughters, Mary (c.1779-1803) and Frances (c.1790-1828), married and had issue. Mary married Thomas Parker, 5th Earl of Macclesfield (1763-1850) and died aged twenty-four, leaving four daughters. Frances inherited the family estate of Talgarth and Tonfane and married Captain Charles Thomas Thruston, RN (d.1858) of Hoxne, Suffolk. The couple had a son, Charles Frederick Thruston.



67

67<sup>Y</sup> Φ

**JOHN DONALDSON, FSA (SCOTTISH, 1737-1801)**

A Lady, wearing white dress and fichu, blue sash to her waist, her natural wig worn *à la conseiller* and secured with white ribbon. Watercolour on ivory, gold frame, the reverse engraved with bright-cut borders.

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

£1,200 - 1,800

€1,500 - 2,300

US\$1,900 - 2,900

68<sup>Y</sup> Φ

**RICHARD COSWAY RA (BRITISH, 1742-1821)**

A Lady called, Mary Anne, wearing blue dress over white chemise finished with frilled trim, her powdered wig rolled and worn high on her head.

Watercolour on ivory, gilt-metal frame with border of pearls to the obverse.

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

£1,500 - 2,500

€1,900 - 3,100

US\$2,400 - 4,000



68

69<sup>Y</sup> Φ

**GEORGE ENGLEHEART (BRITISH, 1750-1829)**

A Lady, in profile to the left and wearing yellow dress over white lace chemise, her natural wig upswept beneath a black bonnet finished with blue ribbon and black and white plumes.

Watercolour on ivory, silver frame with pierced border simulating a sunburst set with paste stones.

Circular, 36mm (1 7/16in) dia.

£800 - 1,200

€1,000 - 1,500

US\$1,300 - 1,900

70<sup>Y</sup> Φ

**ENGLISH SCHOOL, CIRCA 1760**

Gustav III (1746-1792), King of Sweden (1771-1792), wearing scarlet coat with dark blue facings, white waistcoat, frilled chemise and stock, sash and breast star of the Royal Order of the Sword, his powdered wig worn *en queue* and tied with black ribbon.

Watercolour on ivory, gold frame, the reverse with engraved borders surrounding an oval aperture, glazed to reveal diamond-set initial, *M* and four-pearl coronet within an oval diamond-set vignette over a bed of plaited hair.

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

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400



69

Gustav III was the eldest son of King Adolph Frederick and Queen Louise Ulrika of Sweden. On 1 October 1766, he married Princess Sophia Magdalena, daughter of Frederick V of Denmark and Princess Louise of Great Britain and the couple produced two sons.

Gustav seized power from the Swedish government in a coup d'état, which terminated the country's 'Age of Liberty' (1718-1771). In the aftermath of the French Revolution, Gustav pursued an alliance of European princes to reinstate Louis XVI as King of France. He was however hampered by a lack of support from his European counterparts and fell victim to widespread conspiracy. On 16 March 1792, during a masked ball at the Royal Opera House, Gustav was mortally wounded as a result of an attempted assassination and he died of septicemia thirteen days later. After his death, Gustav's brother, Duke Carl, acted as Regent until his eldest son came of age and assumed the throne of Sweden as Gustav IV in 1796.

71<sup>Y Φ</sup>

# **ENGLISH SCHOOL, CIRCA 1792**

Lieutenant-General Lord Cornwallis KG (1738-1805), receiving Princes Abdul Khaliq and Mohin-ud-din as hostages of war in exchange for their father's compliance with the Treaty of Seringapatam.

Watercolour on ivory, gold frame, the reverse glazed to reveal red silk. Circular, 45mm (1 3/4in) dia.

£2,000 - 3,000

€2,500 - 3,800

US\$3,200 - 4,800

## **Provenance**

With Philip Mould Ltd in 2013

The present lot was probably painted for a British client to commemorate this significant event, which caught the imagination of both artists and public alike. The artist, Robert Home (1752-1834), who accompanied Cornwallis's army in Mysore, painted the most famous account of the hand-over, one version of which is held by the National Army Museum (inv.no. NAM.1976-11-86-1) and features a self-portrait to the left of the painting. Subsequent versions were produced by other artists, including Henry Singleton (sold Sotheby's, London, 23 November 1977) and Mather Brown, whose two-part oil sketch of 1792 is held by The Bowes Museum, County Durham.

An army led by Cornwallis consisting of the British East India Company, the British Army and allied forces from the Maratha Empire and the Nizam of Hyderabad arrived at Seringapatam on 5 February 1792 and after less than three weeks of battle and siege, they forced Tipu Sultan (1750-1799) to surrender. Despite a ceasefire on 24 February, peace was not formally agreed until 18 March, when Cornwallis made a preliminary demand for Tipu to surrender two of his sons as hostages of war in order to guarantee his compliance with the Treaty of Seringapatam. On 26 February, the young Princes, Abdul Khaliq (aged 10) and Mohin-ud-din (aged 8), left their father's city mounted on elephants before being delivered with great pomp and ceremony into Cornwallis's care.

The treaty terms forced upon Tipu by his victors were harsh. Mysore's size was reduced by half, with the British, the Maratha and the Nizam sharing in the spoils. The fourth and final war with Mysore (1798-1799) was initiated by the British. Seringapatam was stormed and Tipu died in its defense.

72<sup>Y Φ</sup>

# **GEORGE ENGLEHEART (BRITISH, 1750-1829)**

An Officer, wearing scarlet coat with cream collar and facings, white waistcoat, frilled chemise and tied stock, his powdered wig worn *en queue* and tied with black ribbon.

Watercolour on ivory, gold frame.

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

£2,000 - 3,000

€2,500 - 3,800

US\$3,200 - 4,800



70



71



72



73

73<sup>Y</sup> Φ

**THOMAS DAY (BRITISH, CIRCA 1732-CIRCA 1807)**

Commodore Edward Thompson, RN (1738-1786), wearing blue coat with white facings edged with gold, white waistcoat, frilled chemise and stock, his hair worn *en queue* and tied with black ribbon. Watercolour on ivory, signed on the obverse and dated, *TD/ 1782*, gold frame with borders of white and plum-coloured enamel, the reverse of plum-coloured glass, the surrounding gold rim engraved with a bright-cut border.

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

£2,500 - 3,500

€3,100 - 4,400

US\$4,000 - 5,600

**Provenance**

Sotheby's, London, 24 October 1988, lot 291

An unsigned version of the present lot realised £7,500 at Sotheby's, London, *Important Miniatures from a Private Collection* on 16 April 2008, lot 38.

The son of a merchant from Hull, Edward Thompson was educated at Beverley and Hampstead before joining the Royal Navy in around 1755. He enjoyed an eventful career where he not only served in the Caribbean and off the coast of West Africa, but also found himself court-marshalled and acquitted twice. Alongside his naval commitments, Thompson pursued a career as a poet and playwright. Well liked amongst his peers, "Poet Thompson" was admired throughout the navy and London society for his wit and literary achievements.



74

74<sup>Y</sup> Φ

**PHILIP JEAN (BRITISH, 1755-1802)**

Admiral Skeffington Lutwidge (1737-1814), wearing blue coat with white facings edged with gold, white waistcoat, frilled chemise and black stock, his white hair tied with black ribbon. Watercolour on ivory, gold frame, the reverse glazed to reveal gilt-metal monogram, *SDL*, on blue glass.

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

£5,000 - 7,000

€6,300 - 8,800

US\$8,000 - 11,000

Another version of the present lot by Philip Jean realised £15,000 at Sotheby's, London, *Early British Drawings, Watercolours and Portrait Miniatures* on 9 July 2009, lot 100. A further version by Jean, portraying Lutwidge wearing the two stars of a Vice-Admiral on his right epaulette is held by the Royal Museums of Greenwich (inv.no. MNT0132). The present lot would appear to pre-date the introduction of the new naval uniform in June 1795 (the first with epaulettes).



75

Skeffington Lutwidge was the seventh son of Thomas and Lucy Lutwidge of Holmrook Hall, Whitehaven in Cumbria. His father was a notable figure in the tobacco trade. Having joined the Royal Navy at a young age, Lutwidge served as Captain aboard HMS 'Carcass' on an expedition to the North Pole in 1773. A young Horatio Nelson, then a fifteen year old Midshipman, served under him on this expedition. During this voyage, Nelson famously ran away from the ship and attempted to shoot a polar bear. His gun however failed to fire and he had to be saved by the shot of a fellow seaman. When Lutwidge reprimanded him, Nelson is said to have replied, "Sir, I wished to kill the bear that I might carry the skin to my father". Unimpressed, Lutwidge, sentenced Nelson to 24 hours below deck.

Later in his career, Lutwidge was captured unwounded by the Spanish during the Peninsular Wars and spent three years as a prisoner of war. He played active roles at sea during the War of American Independence and the French Revolutionary Wars, during which time he encountered an ever courageous Nelson progressing through the ranks. The day that news of Trafalgar broke in England, Lutwidge was promoted to Admiral of the White. He died an Admiral of the Red on 16 August 1814, aged 78 at his childhood home of Holmrook Hall. He is buried with his wife, Catherine, who predeceased him, at St Paul's in Irton.

75<sup>Y</sup> Φ

#### JOHN SMART (BRITISH, 1742-1811)

A Gentleman, wearing green coat, white waistcoat, frilled chemise, stock and tied cravat, his hair powdered and tied with black ribbon. Watercolour on ivory, signed on the obverse and dated *J S./ 1793/* followed by *I for India*, gold frame with border of blue glass to the obverse, the reverse glazed to reveal plaited brown hair. Oval, 65mm (2 9/16in) high

£10,000 - 15,000

€13,000 - 19,000

US\$16,000 - 24,000

#### Provenance

With the Steward family and thence by descent



76

76<sup>Y Φ</sup>

**RICHARD CROSSE (BRITISH, 1742-1810)**

A Gentleman traditionally identified as Admiral of the Fleet Richard Howe, 1st Earl Howe, KG (1726-1799), wearing brown coat, white waistcoat, chemise, stock and cravat, his hair powdered. Watercolour on ivory, gold-mounted on opalescent glass and surrounded by sprays of blonde and brown hair within a gold frame, the reverse glazed and bearing handwritten label inscribed, *Portrait of/ Lord Howe*.  
Oval, 44mm (1 3/4in) high

£700 - 900  
€880 - 1,100  
US\$1,100 - 1,400

**Provenance**

Sotheby's, London, 1 December 1980, lot 74

The sitter in the present lot bears a striking resemblance to Lord Admiral Howe. However, the full-scale oil portraits Howe sat for appear to confirm that he had a darker eye colour than the pale blue seen here. Howe was a British naval officer, noted for his service during the American War of Independence and the French Revolutionary Wars.



77

77<sup>Y Φ</sup>

**RICHARD BULL (IRISH, 1769-1809)**

A Lady, wearing brown dress, breast star and white fichu, her natural wig falling in curls over her shoulders and secured with a white bandeau. Watercolour on ivory, gold frame with border of woven hair to the obverse, the reverse glazed to reveal sprays of blonde hair set with gilt-metal and tortoiseshell armorial motifs surrounding an oval blue glass plaque set with gilt-metal initials, *FM* over opalescent glass.  
Oval, 50mm (1 15/16in) high

£600 - 800  
€750 - 1,000  
US\$960 - 1,300

78<sup>Y Φ</sup>

**JOHN DOWNMAN A.R.A (BRITISH, 1750-1824)**

A Mother and Child standing before a landscape: the former, wearing grey dress over white chemise, her curled and powdered hair secured with a white bandeau; the latter, wearing white dress with pale blue sash and blond hair slightly curled.

Watercolour on ivory, gold frame, velvet-mounted within a later gilt-wood frame.

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

£2,500 - 3,500

€3,100 - 4,400

US\$4,000 - 5,600



78

79<sup>Y Φ</sup>

**JOHN RUSSELL, RA (BRITISH, 1745-1806)**

A Lady, wearing blue dress, pale yellow sash and white fichu, her powdered wig worn *à la conseiller* and secured with a white bandeau beneath her straw hat finished with blue ribbon.

Watercolour on ivory, gold frame, the reverse glazed to reveal border of plaited hair surrounding sprays of hair set with split seed pearls and gilt-wire on opalescent glass, each spray flanking an oval blue glass plaque set with further hair, split seed pearls and gilt wire.

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

£2,000 - 3,000

€2,500 - 3,800

US\$3,200 - 4,800



79



80

80

**MRS. ISABELLA BEETHAM (BRITISH, CIRCA 1753-1825)**

A half-length silhouette of a seated Lady, profile to the left and wearing dress and fichu, her wig finished with a handkerchief and two plumes. Painted on card and highlighted with white, signed on the obverse, *Beetham*, gilt-mounted rectangular papier-mâché frame. Oval, 104mm (4 1/8in) high

£300 - 500  
€380 - 630  
US\$480 - 800



81

81

**MRS. ISABELLA BEETHAM (BRITISH, CIRCA 1753-1825)**

A bust-length silhouette of an Officer, profile to the left and wearing coat, frilled chemise, stock and tied cravat, his powdered wig tied in a *Ramillies* plait beneath a hat finished with a cockade. Ink and watercolour on paper, stained and turned wood frame bearing trade label no.4 to the reverse. Oval, 85mm (3 3/8in) high

£300 - 500  
€380 - 630  
US\$480 - 800



82

82\* Y Φ

**ANDRE-PIERRE HAUDRY 'HENRI' DE JANVRY (FRENCH, 1768-1843)**

A bust-length portrait of a Lady, traditionally identified as Georgiana Cavendish née Spencer, Duchess of Devonshire (1757–1806), in profile to the left and wearing dress, choker and pendant earring, her hair upswept and secured with a pearl-trimmed bandeau.

Watercolour on ivory, painted *en grisaille*, signed on the obverse and dated, *H. de Janvry. 1798*, gilt-mounted on rectangular papier-mâché frame, the reverse inscribed in a modern hand, *Dss of/ Devonshire/ 1798*.

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

£600 - 800

€750 - 1,000

US\$960 - 1,300

Lady Georgiana Spencer was the first-born child of John, 1st Earl Spencer and Margaret Georgiana Poyntz. Aged seventeen, Lady Georgiana married William, 5th Duke of Devonshire (1748-1811) and after several miscarriages, she gave birth to four children; three with her husband and an illegitimate daughter with Charles, 2nd Earl Grey, KG PC (1764-1845) who became Prime Minister in 1830. In 1782, Georgiana introduced her husband to her best friend, Lady Elizabeth Foster (1759-1824) who would live with the Devonshires in a *ménage à trois* for the next twenty-five years and produce two children with the Duke.

The Wallace Collection holds a double-portrait of the Duchess and Lady Elizabeth Foster, both in profile to the left, by Jean-Urbain Guérin (inv.no. M177).



83

83\* Y Φ

**ANDRE-PIERRE HAUDRY 'HENRI' DE JANVRY (FRENCH, 1768-1843)**

A bust-length portrait of a Gentleman called, Jonathan Wathen, in profile to the left, wearing coat, chemise, stock and cravat, his wig worn *en queue*.

Watercolour on ivory, painted *en grisaille*, signed on the obverse and dated, *H. de Janvry. 1798*, gilt-mounted on rectangular papier-mâché frame, the reverse bearing handwritten label inscribed, *Jonathan Wathen/ 1798./ 2nd Husband to the/ grandmother of/ Sir J.W. Waller Bart G.C.H.*

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

£500 - 700

€630 - 880

US\$800 - 1,100

The sitter's step-grandson, Sir Jonathan Wathen Waller, 1st Baronet, GCH (1769-1853) was a noted English eye surgeon, who had become an oculist to George III and his son, William IV by 1795.



84



84



85

84<sup>Y</sup> Φ

**ÉTIENNE-LOUIS ADVINENT (1767-1831)**

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

Watercolour on ivory, signed on the obverse and dated, *Advinent/ 1791*, gold frame with sprays of blond hair to the reverse; together with a further miniature of a Gentleman, wearing brown coat over tan waistcoat, white frilled chemise and stock, his powdered wig worn *en queue* and tied with black ribbon (*French School, circa 1770*), watercolour on ivory, gilt-metal mount.  
Circular, each 60mm (2 3/8in) dia. (2)

£800 - 1,200  
€1,000 - 1,500  
US\$1,300 - 1,900

**Provenance**

The former, Christie's, London, 21 October 1997, lot 65

85<sup>Y</sup>

**CIRCLE OF FIRMIN MASSOT (GENEVA 1766-1849)**

A Lady, seated in a landscape and wearing brown dress and red stone intaglio fastened to her corsage, her brown hair curling beneath her white turban.

Oil on metal, gilt-mounted on circular tortoiseshell box bearing stamped hallmarks of François-Nicholas Duprez (French, active 1798-1809).

Circular, 71mm (2 13/16in) dia.

£500 - 700  
€630 - 880  
US\$800 - 1,100

86<sup>Y</sup> Φ

**LOUIS MARIE SICARDI (FRENCH, 1746-1825)**

A Lady, wearing white dress and fichu tied at her corsage with a spray of blue lilac, violet sash to her waist, gold necklace and hoop earrings, her powdered wig worn *à la conseiller*.

Watercolour on ivory, signed on the obverse and dated, *Sicardi/ 1790*, silver gilt réverbère frame with white enameled pellet border. Circular, 59mm (2 5/16in) dia.

£5,000 - 7,000

€6,300 - 8,800

US\$8,000 - 11,000

**Provenance**

The Property of a Nobleman;

Christie's, London, 21 October 1997, lot 68;

Bonhams, London, *The Albion Collection of Fine Portrait Miniatures*, 22 April 2004, lot 84;

Christie's, London, 27 November 2013, lot 93

**Exhibited**

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

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

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

**Literature**

A. Sumner and R. Walker, *Secret Passion to Noble Fashion*, Holburne Museum of Art, 1999, no.62, ill.p.155



86

87<sup>Y</sup> Φ

**FRENCH SCHOOL, CIRCA 1780**

A Lady called, Madame de la Roque and her daughter, Elisabeth: the former, seated and wearing grey dress over white frilled chemise, blue ribbon to her waist and powdered wig worn *à la conseiller*; the latter, standing and wearing white dress with pink ribbon to her waist, her auburn hair falling in waves to her shoulders.

Watercolour on ivory, gilt-mounted on rectangular turned wood frame, the reverse bearing handwritten labels detailing the sitters' names.

Circular, 67mm (2 5/8in) dia.

£700 - 900

€880 - 1,100

US\$1,100 - 1,400



87



88



89



90

88<sup>Y</sup> Φ

**HENRY EDRIDGE (BRITISH, 1769-1821)**

A Gentleman, wearing brown coat and fawn striped waistcoat, white chemise, stock and cravat, his natural wig worn *en queue*. Watercolour on ivory, gold frame, the reverse glazed to reveal cream. Oval, 64mm (2 1/2in) high

£600 - 800  
€750 - 1,000  
US\$960 - 1,300

89<sup>Y</sup> Φ

**THOMAS HAZLEHURST (BRITISH, BORN CIRCA 1740-DIED CIRCA 1821)**

A Gentleman, wearing blue coat and embroidered waistcoat, white frilled chemise and tied cravat, his hair powdered. Watercolour on ivory, signed on the obverse, *T.H.*, gold frame, the reverse glazed to reveal sprays of brown hair, split seed pearls and gilt-wire. Oval, 56mm (2 3/16in) high

£800 - 1,200  
€1,000 - 1,500  
US\$1,300 - 1,900

90<sup>Y</sup> Φ

**ITALIAN SCHOOL, CIRCA 1770**

A Lady, wearing teal blue dress and black lace shawl, black choker set with a diamond pendant and matching diamond earrings, her wig powdered and upswept beneath a white bonnet finished with gauze, teal ribbon and a further diamond pendant. Watercolour on ivory, silver frame, the border to the obverse set with foil-backed diamonds and rubies with some paste simulants. Oval, 56mm (2 3/16in) high

£500 - 700  
€630 - 880  
US\$800 - 1,100



91

91 Y Φ

**JOHN SMART (BRITISH, 1742-1811)**

A Gentleman of the Hollond family, wearing brown coat, white waistcoat, frilled chemise, stock and tied cravat, his hair powdered and tied with black ribbon.

Watercolour on ivory, signed on the obverse and dated, *J S./ 1795/* followed by *I* for India, gold frame, the reverse bearing oval aperture, glazed to reveal gilt-metal monogram, *JH*.

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

**£12,000 - 16,000**

**€15,000 - 20,000**

**US\$19,000 - 25,000**

**Provenance**

With the Hollond family and thence by descent

Whilst there is no mention of a Mr Hollond in Daphne Foskett's book, *John Smart The Man and His Miniatures* (1964), a 'Miss Holland, afterwards Mrs Crawford', signed and dated 1799 and a 'Mr Holland', signed and dated 1806 are listed and may be related to the present sitter given the vagaries of surname spelling during this period.

There were many members of the Hollond family living in Madras at the time of the present lot's conception.



92



92

92

**HENRY BONE, R.A. (BRITISH, 1755-1834), AFTER SIR WILLIAM BEECHEY (BRITISH, 1753-1839)**

A pair of miniatures portraying George III (1738-1820), King of Great Britain and Ireland (1760-1801), King of the United Kingdom (1801-1820) and his wife, Queen Charlotte (1744-1818); the former, wearing his General Officer's uniform with black bicorn hat and breast star of the Order of the Garter; the latter, wearing white dress and fichu, yellow and black lace stoles draped over her straw hat, pearl choker and black fur muff.

Enamel, each signed on the obverse, *HBone*; each signed, dated and inscribed on the counter enamel, *His/Her Most Gracious/ Majesty/ London Decr: 1805./ Painted by Henry Bone ARA/ Enamel painter to H.R.H. the/ Prince of Wales, after Sir Will./ Beechey R.A. Portraitist/ to Her Majesty.*, original gilt-wood frames with coronet crestings and acanthus leaf borders, the reverse of each signed, *His/Her Most Gracious Majesty/ Enamel/ Henry Bone/ 15 Berners St/ Oxford St* and inscribed, 'No 9' and 'No 10' respectively.

Oval, 135mm (5 5/16in) high (2)

£10,000 - 15,000

€13,000 - 19,000

US\$16,000 - 24,000

**Provenance**

Bequeathed by the present sitters to William Henry Cooper (1787-1840), financial advisor to George III and thence by descent

The present compositions derive from full-length oil portraits by Sir William Beechey. Beechey's portrait of Queen Charlotte, dated 1796, portrays the Queen standing in the grounds of Frogmore House with her dogs. The small white dog cradled in her arms has been replaced in the present lot with a black fur muff. Beechey's portrait of the King, dated c.1799-1800, swiftly became one of the most popular images of the monarch through its extensive reproduction in engraved and painted form. Innumerable portrait miniature copies were produced by a variety of artists and they predominantly feature a reduced scale containing the King's head or bust (sometimes omitting the King's bicorn hat).

Bone's preparatory sketch for his full-length enamel copies of George III (dated 1801) and Queen Charlotte (dated 1799) are listed in R. Walker, *Henry Bone's Pencil Drawings*, The Walpole Society, 1999 (p.326, no.216 and p.319, no.111 respectively). The resulting enamels are held by the Royal Collection (see R. Walker *Miniatures in the Collection of Her Majesty The Queen*, Cambridge, 1992, no.744, ill. pp.270-271 and no.748, ill.pp.274-275 respectively). Other oval reductions by Henry Bone have sold Christie's, London, 12 May 1826, lot 1 and Christie's, London, 7 June 1836 (the artist's sale), lots 19 and 27.



92



92



93



94



95

93<sup>Y</sup> Φ

**HENRY EDRIDGE (BRITISH, 1769-1821)**

A Lady called, Mrs Gerard James Grant, wearing white dress finished with frilled trim over white chemise and fichu, her hair powdered and upswept beneath a white turban.

Watercolour on ivory, signed on the reverse and dated, *Painted by/ Hen: Edridge/ 1795* and inscribed by a later hand, *wife of Gerard/ James Grant/ commissioned/ 1796/ 11th foot*, gold frame, the reverse glazed to reveal a large lock of blonde hair.

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

£700 - 900

€880 - 1,100

US\$1,100 - 1,400

94<sup>Y</sup> Φ

**RICHARD CROSSE (BRITISH, 1742-1810)**

A Gentleman, wearing blue coat, white waistcoat, chemise, stock and lace cravat, his hair powdered, worn *en queue* and tied with grey ribbon.

Watercolour on ivory, gold frame.

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

£1,200 - 1,800

€1,500 - 2,300

US\$1,900 - 2,900

95<sup>Y</sup> Φ

**JOHN BARRY (BRITISH, ACTIVE 1784-1827)**

A Lady, wearing brown dress, white fichu and bandeau in her curled and powdered wig.

Watercolour on ivory, gold frame, the reverse glazed to reveal plaited blonde hair.

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

£600 - 800

€750 - 1,000

US\$960 - 1,300



96

96<sup>Y Φ</sup>

**ANDREW PLIMER (BRITISH, 1763-1837)**

A Lady, wearing white dress and matching bandeau in her curled and powdered hair.

Watercolour on ivory, gold *fausse-montre* frame, the reverse glazed to reveal loosely plaited hair.

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

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

97<sup>Y Φ</sup>

**CIRCLE OF RICHARD COSWAY RA (BRITISH, 1742-1821)**

Lieutenant James Lang of the 40th Regiment of Foot (d.1790), wearing scarlet coat with pale yellow facings, standing collar and epaulette, black stock and white frilled chemise, his hair powdered and falling in curls to his shoulders.

Watercolour on ivory, gold frame bearing handwritten label to the reverse, *Lieutt James Lang/ of the/ 40th Regt of foot./ Died 22 Decr 1790/ at Mynina [sic] in Grenada/ aged 23 years 1 Mo: 11 days/ In the service of his/ Country.*

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

£2,000 - 3,000

€2,500 - 3,800

US\$3,200 - 4,800



97



98

98<sup>Y Φ</sup>

**ANDREW PLIMER (BRITISH, 1763-1837)**

A Lady, wearing white dress with frilled collar drawn with a strand of pearls, her hair curled and powdered beneath a white turban.

Watercolour on ivory, gold frame, the reverse glazed to reveal a length of plaited hair surrounding further plaited hair within a blue enamel mount.

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

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400



99

99<sup>Y</sup> Φ

**GEORGE FRANCIS JOSEPH, ARA (IRISH, 1764-1846)**

A Young Lady called, Sophia, wearing white dress with blue sash and teardrop pearl earring, her hair softly curled and powdered beneath a white bandeau finished with pearl strands and a blue plume. Watercolour on ivory, the reverse inscribed, *Sophia/ 1807/ Aged 18/ 3/4 Margin*, gold frame, the reverse glazed to reveal the inscription verso.

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

£600 - 800

€750 - 1,000

US\$960 - 1,300

**Provenance**

Bonhams, London, 5 November 2002, lot 70



100

100

**MARIA COSWAY NÉE HADFIELD (BRITISH, 1759-1838)**

Four letters in Maria Cosway's hand including one addressed to her husband, dated 18 August 1792 and another addressed to her friend, Mrs Chambers, dated 29 May 1816; together with an ink sketch of Florence.

On laid paper, unframed.

(5)

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

**Provenance**

With Richard and Maria Cosways' biographer, Commander Gerald Barnett and thence by descent



101



101

101<sup>Y</sup>Φ

**ANDREW PLIMER (BRITISH, 1763-1837)**

Hugh Dillon Massey, 2nd Bt. of Doonass, County Clare, MP (1767–1842) and his wife, Sarah Hankey (d.1857): he, wearing blue coat with black collar, white chemise, stock and tied cravat, his hair lightly powdered; she, wearing white dress and bandeau in her long dark hair. Watercolour on ivory, gilt-mounted on later velvet frames crested with pierced gilt-metal monograms, *HDM* and *SM* respectively, the reverse of the former bearing a lock of light brown hair on blue glass, easel stands to the reverse of both. Oval, 74mm (2 15/16in) high (2)

£6,000 - 8,000  
€7,500 - 10,000  
US\$9,600 - 13,000

**Provenance**

The sitters' eldest daughter, Charlotte Eliza Smith née Massey and thence by descent

Sir Hugh Dillon Massey, 2nd Bt. was the eldest of two sons born to Sir Hugh Dillon Massey, 1st Bt. (c.1740–1807) and his wife, Elizabeth Stacpoole (d.1769). Sarah Hankey was the daughter of Thomas Hankey of Fetcham Park, Surrey and his wife, Mary Wyver. The miniatures in the present lot were probably commissioned to commemorate the couple's engagement or their marriage, which took place on 14 May 1796. Sir Hugh served as MP for County Clare between 1798-1800 and again between 1801-1802. Upon the death of his father, he succeeded to the title of 2nd Baronet Massey on 29 April 1807. He and Sarah had two daughters, Charlotte Eliza and Susannah Massey, who both married. Upon Sir Hugh's death, his nephew, Sir Hugh Dillon Massey, 3rd Bt. (1797-1870) inherited his title.



102

102

**HENRY BONE, R.A. (BRITISH, 1755-1834), AFTER ANDREW PLIMER (BRITISH, 1763-1837)**

The Hon. Lady Rebecca Northwick née Bowles (1740-1818), wearing white dress and fichu wrapped around her neck, her hair powdered beneath a white turban.

Enamel, signed, dated and inscribed on the counter-enamel, *Rt. Hon/ Lady Northwick/ London/ Oct 1810/ Painted by Henry Bone ARA/ Enamel painter to His/ Majesty & H.R.H. the/ Prince of Wales after a/ Miniature by/ Plimer*, ormolu frame with border of laurel leaves and ribbon to the obverse.

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

£7,000 - 9,000

€8,800 - 11,000

US\$11,000 - 14,000

**Provenance**

Reputedly from the Collection of Sir Charles Hamilton Rushout, 4th Bt; Sotheby's, London, *The Collection of Lady Edward Spencer Churchill*, 22 June 1937, lot 73; Sotheby's, London, 5 July 1984, lot 70

The present and subsequent lots appeared in the July 1984 sale at Sotheby's together with three further enamels portraying Lady Northwick's brother and her daughters, Anne and Elizabeth. All five miniatures were auctioned as one lot, mounted in the ormolu surrounds seen here, on a shared papier-mâché frame.

The original miniatures of the female sitters by Andrew Plimer from which the Bone enamels are copied were auctioned by Christie's as part of the J. Pierpont Morgan Collection on 26 June 1935, lots 397 - 400. The Plimer miniatures had previously been sold in 1900 by Sir Charles Hamilton Rushout, 4th Bt. and subsequently came into the possession of J. Pierpont Morgan via Messrs Agnews.

Bone's enamel copy of Plimer's famous triple-portrait depicting Rebecca's daughters (dated 1809), sold at these salerooms on 28 June 2012, lot 97. The artist's preparatory sketch for the present lot, dated 1810, is housed at the National Portrait Gallery (inv.no. NPGD17660) and listed in R. Walker, *Henry Bone's Pencil Drawings*, The Walpole Society, 1999, p.338, no.386.

Rebecca Bowles was the daughter of Humphrey Bowles and Hannah Hurst. On 3 June 1766 at Wanstead in Essex, she married John Rushout, MP (1738-1800), 1st Baron Northwick of Northwick Park, son of the Rt. Hon. Sir John Rushout, 4th Bt. and Lady Anne Compton. The couple had three daughters, Anne (d.1849), Harriet (d.1851) and Elizabeth (1774-1862), and two sons, John, 2nd Baron Northwick (1770-1859) and George (later Reverend, 1772-1842). On 3 October 1818, Lady Northwick died at the Rushouts' seat at Northwick Park in Worcestershire.



103

103

**HENRY BONE, R.A. (BRITISH, 1755-1834), AFTER ANDREW PLIMER (BRITISH, 1763-1837)**

Harriet Cockerell née Rushout (d.1851), wearing white dress and white bandeau in her powdered hair.

Enamel, signed, dated and inscribed on the counter-enamel, *Lady Cockerell/ London/ Nov 1810/ Painted by Henry Bone ARA/ Enamel painter to His Majesty/ & H.R.H. the Prince of Wales/ after a Miniature by Plimer*, ormolu frame with border of laurel leaves and ribbon to the obverse.

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

**£8,000 - 12,000**

**€10,000 - 15,000**

**US\$13,000 - 19,000**

**Provenance**

Reputedly from the Collection of Sir Charles Hamilton Rushout, 4th Bt; Sotheby's, London, *The Collection of Lady Edward Spencer Churchill*, 22 June 1937, lot 73; Sotheby's, London, 5 July 1984, lot 70

Bone's preparatory sketch for the present lot, dated 1810, is housed at the National Portrait Gallery (inv.no. NPGD17659) and listed in R. Walker, *Henry Bone's Pencil Drawings*, The Walpole Society, 1999, p.320, no.126.

Harriet Rushout was one of the celebrated society beauties known as 'The Three Graces' who were born to John Rushout, Baron Northwick of Northwick Park (1738-1800) and his wife, Rebecca (see the preceeding lot). Harriet married Sir Charles Cockerell, 1st Bt. on 13 February 1808 and the couple had a son, Charles Cockerell Rushout, 2nd Bt. (1809-1869) and a daughter, Harriet Anne (b.1812). The Cockerell (later Rushout) Baronetcy, of Sezincote in Gloucester, was created on 25 September 1809 for Sir Charles. The title became extinct upon the death of the Cockerells' great-grandson, Sir Charles Hamilton Rushout, 4th Bt. (1868-1931).



104

104<sup>Y Φ</sup>

**GEORGE CHINNERY RHA (BRITISH, 1774-1852)**

A Gentleman called, Alexander Pope, wearing blue coat, white waistcoat, chemise, stock and tied cravat, his hair powdered. Watercolour on ivory, gilt-metal frame.

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

£2,000 - 3,000

€2,500 - 3,800

US\$3,200 - 4,800

105<sup>Y Φ</sup>

**PHILIP JEAN (BRITISH, 1755-1802)**

A Gentleman, wearing blue coat with scarlet collar, white chemise, stock and lace cravat, his hair powdered.

Watercolour on ivory, gold frame, the reverse with blue glass border and gold-mounted aperture, glazed to reveal a lock of dark blond hair.

Oval, 76mm (3in) high

£700 - 900

€880 - 1,100

US\$1,100 - 1,400

106<sup>Y Φ</sup>

**CIRCLE OF CHARLES SHIRREFF (SCOTTISH, CIRCA 1750-CIRCA 1809)**

An Officer, wearing red coat with pale yellow facings and standing collar, silver epaulettes, white frilled chemise and stock, his white cross-belt bearing oval regimental belt plate strapped across his right shoulder.

Watercolour on ivory, gold frame, the reverse with blue glass border surrounding gold-mounted aperture, glazed to reveal seed pearl initials, JC, over plaited hair.

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

£700 - 900

€880 - 1,100

US\$1,100 - 1,400

107<sup>Y Φ</sup>

**PHILIP JEAN (BRITISH, 1755-1802)**

A Naval Officer, wearing blue coat with facings and standing collar edged with gold, gold epaulette, white stock and frilled chemise.

Watercolour on ivory, gold frame, the reverse glazed to reveal burgundy velvet.

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

£700 - 900

€880 - 1,100

US\$1,100 - 1,400

Philip Jean served in the Royal Navy under Admiral Rodney before he became a professional artist. It is therefore no surprise that a substantial part of his output features miniatures portraying naval officers. Jean's important 1801 commission portraying, Admiral James Saumarez, 1st Baron de Saumarez (1757-1836) is held by the National Portrait Gallery, London (inv.no. NPG 2549).

108<sup>Y Φ</sup>

**WILLIAM GRIMALDI (BRITISH, 1751-1830)**

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

Watercolour on ivory, signed on the obverse and dated, *W.G/ 1800*, gold frame.

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

£600 - 800

€750 - 1,000

US\$960 - 1,300



105



107



106



108



109

109<sup>Y Φ</sup>

**GEORGE ENGLEHEART (BRITISH, 1750-1829)**

A Gentleman, wearing blue coat with black collar, white waistcoat, chemise, stock and tied cravat, his hair powdered. Watercolour on ivory, gold frame, the reverse glazed to reveal plaited brown and blond hair.

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

£3,000 - 5,000

€3,800 - 6,300

US\$4,800 - 8,000

**Provenance**

With the Hollond family and thence by descent

110<sup>Y Φ</sup>

**JOHN JUKES (BRITISH, 1772-1851)**

An Officer, wearing red coat with dark blue facings edged with silver, silver epaulettes, white frilled chemise and black stock. Watercolour on ivory, gold *fausse-montre* frame, the reverse glazed to reveal gilt-metal monogram, JTCS, over plaited hair.

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

£3,500 - 4,500

€4,400 - 5,700

US\$5,600 - 7,200



110

111



111<sup>Y Φ</sup>

**HENRY BONE, R.A. (BRITISH, 1755-1834)**

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

Watercolour on ivory, signed on the obverse with the artist's monogram, HB, gold frame with border and suspension loop set with pearls to the obverse, the reverse with blue glass and gold-mounted pearl borders surrounding an aperture, glazed to reveal a wheat sheaf of light brown hair set with seed pearls and gilt-wire over opalescent glass.

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

£800 - 1,200

€1,000 - 1,500

US\$1,300 - 1,900

**Provenance**

With the Hollond family and thence by descent

112<sup>Y</sup> Φ

**GEORGE ENGLEHEART (BRITISH, 1750-1829)**

An Officer, wearing scarlet double-breasted coat with blue facings and standing collar, gold lace, buttons and epaulettes, white frilled chemise and black stock (cracked).

Watercolour on ivory, signed on the obverse with the artist's cursive, *E*, gold frame, the reverse with blue glass border surrounding gold mounted aperture glazed to reveal sprays of brown hair set with split seed pearls and gilt-wire.

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

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

**Provenance**

Christie's, London, 19 February 1980, lot 61



112

113<sup>Y</sup> Φ

**ANDREW PLIMER (BRITISH, 1763-1837)**

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

Watercolour on ivory, gold frame with borders of blue enamel and seed pearls to the obverse, the reverse with borders of white and blue enamel surrounding a large aperture, glazed to reveal pierced and engraved gilt-metal monogram, *ATA*.

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

£800 - 1,200

€1,000 - 1,500

US\$1,300 - 1,900



113

114<sup>Y</sup> Φ

**JOHN WRIGHT (BRITISH, CIRCA 1745-1820)**

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

Watercolour on ivory, the reverse signed and dated, *J Wright/ Burlington/ Gardens London/ off Old Bond St/ 1809*, gold mount.

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

£2,000 - 3,000

€2,500 - 3,800

US\$3,200 - 4,800

**Provenance**

With the Hollond family and thence by descent



114



115

115<sup>Y</sup> Φ

**MRS. ANNE MEE (BRITISH, CIRCA 1770-1851)**

A Lady, wearing white dress, her brown hair curled and upswept. Watercolour on ivory, gold frame, the reverse glazed to reveal plaited hair.

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

£600 - 800

€750 - 1,000

US\$960 - 1,300



116

116<sup>Y</sup> Φ

**CHARLES HAYTER (BRITISH, 1761-1835)**

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

Watercolour on ivory, gold frame, the reverse of blue glass. Oval, 63mm (2 1/2in) high

£700 - 900

€880 - 1,100

US\$1,100 - 1,400

**Provenance**

Bonhams, London, *The Brian and Judy Harden Collection of Fine Portrait Miniatures*, 25 May 2011, lot 20



117

117<sup>Y</sup> Φ

**N. FREESE (BRITISH, ACTIVE 1794-1814)**

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

Watercolour on ivory, gold frame.

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

£500 - 700

€630 - 880

US\$800 - 1,100

118<sup>Y</sup> Φ

**CHARLES ROBERTSON (IRISH, CIRCA 1760-1821)**

A Gentleman, wearing brown coat, white waistcoat, stock and tied cravat, his hair powdered.

Watercolour on ivory, gold frame, the reverse glazed to reveal seed pearl monogram, A, over brown plaited hair.

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

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400



119

119<sup>Y</sup> Φ

**JOHN SMART (BRITISH, 1742-1811)**

A Gentleman traditionally identified as Richard Lovell Edgeworth, MP (1744-1817), wearing brown coat, white waistcoat, frilled chemise, stock and tied cravat, his hair lightly powdered.

Watercolour on ivory, signed on the obverse with initials and dated, *J.S./ 1807*, gilt-metal frame, the reverse glazed to reveal a lock of brown hair.

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

£10,000 - 15,000

€13,000 - 19,000

US\$16,000 - 24,000



118

**Provenance**

Bonhams, London, 22 November 1993, lot 124;  
With K. Henninger-Tavcar on 25 February 1994

The present lot is comparable with Edgeworth's portrait by Hugh Douglas Hamilton (Irish, 1740-1808), which is held by the National Gallery of Ireland (inv.no. NGI.1350). Earlier portraits of Edgeworth and his daughter, Maria, both signed and dated 1780, are listed in D. Foskett, *John Smart The Man and His Miniatures*, 1964, p.66. His portrait by Horace Hone, signed and dated 1785 is held by the National Portrait Gallery, London (inv.no. NPG 5069).

Richard Lovell Edgeworth was an Anglo-Irish politician, writer and inventor. A graduate of Oxford and Trinity College, Dublin, Edgeworth is credited for inventing a device to measure the size of a plot of land. He lived with his ever-expanding family on his estate at Edgeworthstown, County Longford, where he reclaimed bogs and improved roads. As a politician, Edgeworth sat in Grattan's Parliament for St Johnstown from 1798 until the Act of Union in 1801 and advocated Catholic Emancipation and parliamentary reform. He was a founder-member of the Royal Irish Academy and a member of the Lunar Society (c.1760-c.1813). He had twenty-two children by his four wives. His eldest daughter, Maria (1768-1849), became a prolific novelist, writing extensively for both adults and children.



123



123

120<sup>Y Φ</sup>

# **JOHN FIELD (BRITISH, 1772-1848)**

A pair of silhouettes portraying a Gentleman and Charles James Fox (1749–1806).

Watercolour on ivory; the former bronzed and the latter painted blue and signed beneath the truncation *Field*, gold frames; the latter with border of pearls to the obverse and brooch pin attachment to the base.

Oval, approx. 27mm (1 1/16in) high (2)

£500 - 700

€630 - 880

US\$800 - 1,100

## **Provenance**

Bonhams, London, 25 May 2011, lot 94

Charles James Fox was a prominent British Whig politician, known for his charismatic speeches. During his career he utilised this talent as an anti-slavery campaigner, a supporter of American independence and a supporter of the French Revolution. He held several government offices, including Foreign Secretary under Lord Grenville (1759-1834).

121<sup>Y Φ</sup>

**SAMUEL ANDREWS (IRISH, CIRCA 1767-1807)**

A bust-length portrait of a Lady, profile to the left, her hair curled and upswept.

Watercolour on ivory, painted *en grisaille*, gold frame.

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

£800 - 1,200

€1,000 - 1,500

US\$1,300 - 1,900



121

122<sup>Y Φ</sup>

**CIRCLE OF SAMUEL ANDREWS (IRISH, CIRCA 1767-1807)**

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

Watercolour on ivory, painted *en grisaille* against a blue ground, gold-mounted on ivory tooth pick box.

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

£800 - 1,200

€1,000 - 1,500

US\$1,300 - 1,900



122

123

**JOHN FIELD (BRITISH, 1772-1848)**

A pair of bust-length silhouettes portraying John Daniel Hose (1773-1814) and his daughter, Maria Hose: he, wearing coat, frilled chemise, stock and tied cravat; she, wearing dress, fill-in and frilled collar.

Painted on plaster and bronzed, gilt-mounted on rectangular papier-mâché frames, the reverse of each bearing trade label no. 12, inscribed with the sitters' names and dated November 1813.

Oval, 80mm (3 1/8in) high (2)

£800 - 1,200

€1,000 - 1,500

US\$1,300 - 1,900



120



120

John Daniel Hose's obituary appears in The Gentleman's Magazine of July 1815. He is recorded as having died on 4 December 1814.



124

124<sup>Y</sup> Φ

**WILLIAM BATE (IRISH, ACTIVE 1799-1845)**

A Gentleman, wearing black doublet and white ruff drawn with tassels. Watercolour on ivory, the reverse signed and dated, *Painted by/ Bate/ painter in Enamel/ to her Royal Highness/ Princess Elizabeth/ March 1810*, gilt-metal mount. Oval, 66mm (2 5/8in) high

£600 - 800

€750 - 1,000

US\$960 - 1,300

For a comparable miniature by William Bate, see P. Caffrey, *Treasures to Hold*, 2000, p.121, no.106.

125<sup>Y</sup> Φ

**ENGLISH SCHOOL, CIRCA 1810**

An Officer, wearing scarlet coat with buff facings and standing collar, silver buttons and epaulette, white chemise and black stock. Watercolour on ivory, gilt-mounted on rectangular *papier-mâché* frame. Oval, 71mm (2 13/16in) high

£1,500 - 2,000

€1,900 - 2,500

US\$2,400 - 3,200

126<sup>Y</sup> Φ

**ENGLISH SCHOOL, EARLY 19TH CENTURY**

A portrait miniature of a Lady's right eye with blue iris, traditionally identified as that of Charlotte, Princess of Wales (1796-1817), framed by blonde curls.

Watercolour on ivory, chased gilt-metal bracelet clasp mount, the underside engraved, *Quoique absent toujours présent [though absent always present]*, on a strap of plaited blonde hair; together with a heart-shaped gold memorial locket, the lid engraved, *In Life Beloved/ In Death Lamented*, the base engraved, *Princess Charlotte/ Augusta/ Na. 7 Jany 1796/ Ob. 6 Novr 1817*, the interior glazed to reveal a lock of dark blonde hair over white silk, together with corresponding key chain.

Circular, 14mm (9/16in) dia. and heart-shaped, 25mm (1in) high respectively (2)

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

Princess Charlotte Augusta of Wales was the only legitimate child of George, Prince of Wales (later George IV) and Caroline of Brunswick. After a year and a half of happy marriage to Prince Leopold of Saxe-Coburg-Saalfeld, Charlotte died after giving birth to a stillborn son at the age of twenty-one. Charlotte's death set off tremendous mourning among the British, who had seen her as a sign of hope and contrast both to her unpopular father and to her grandfather who had been crippled by mental illness. Charlotte's uncle, Edward, Duke of Kent, fathered the eventual heir, Victoria and she was crowned Queen in 1837.



125



127



128



126



126



126



129

127<sup>Y Φ</sup>

#### ENGLISH SCHOOL, CIRCA 1820

A miniature portraying a Lady's right eye with brown iris, framed by dark curling hair.  
Watercolour on ivory, gilt-metal frame with chased border to the obverse and brooch pin attachment to the reverse.  
Oval, 18mm (11/16in) wide

£300 - 400  
€380 - 500  
US\$480 - 640

128

#### HENRY BONE, R.A. (BRITISH, 1755-1834), AFTER ANDREW MORTON (BRITISH, 1802-1845)

William IV (1765-1837), King of the United Kingdom of Great Britain and Ireland and King of Hanover (1830-1837), wearing black stock and coat with red standing collar embroidered with gold, gold epaulettes, blue sash and breast star of the Order of the Garter, neck badge and breast star of the Order of the Bath, Military Division.  
Enamel, signed, dated and inscribed on the counter-enamel, *His Majesty./ London aug.st 1830/ Painted by H Bone/ RA enamel painter/ to His Majesty./ after Morton*, gilt-metal frame.  
Oval, 31mm (1 1/4in) high

£1,500 - 2,000  
€1,900 - 2,500  
US\$2,400 - 3,200

The original oil painting by Morton is held by the National Maritime Museum, Greenwich (inv.no. BHC3097).

129

#### HENRY BONE, R.A. (BRITISH, 1755-1834), AFTER SIR THOMAS LAWRENCE, PRA (BRITISH, 1769-1830)

George IV (1762-1830) when Prince Regent (1811-1820), wearing scarlet coat with black standing collar embroidered with gold, gold epaulette, white chemise and black stock, breast stars of the Order of the Garter, St Andrew, Black Eagle and the Holy Spirit, the Order of the Golden Fleece hanging from a red ribbon suspended from his neck.  
Enamel, signed, dated and inscribed on the counter-enamel, *H.R.M. the/ Prince Regent/ Painted by H. Bone/ RA Enamel painter/ to the King and/ Prince Regent/ London/ f 1815*, gilt-metal frame with brooch pin attachment to the reverse.  
Oval, 37mm (1 7/16in) high

£700 - 900  
€880 - 1,100  
US\$1,100 - 1,400

#### Provenance

Sotheby's, London, 19 October 1981, lot 48

130\* Y

#### A PORTRAIT MINIATURE DISPLAY CASE

of mahogany wood, with pierced gilt-metal grape vine and floral crestings, glazed hinged door, green lining and nineteen hooks with pierced ribbon crestings.

Rectangular, 857mm (33 3/4in) high

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

131\*

#### A PORTRAIT MINIATURE DISPLAY CASE

of gilded wood, with hinged base, red velvet lining and fifteen hooks with pierced ribbon crestings, glazed to the obverse.

Fan-shaped, the greatest width: 622mm (24 1/2in)

£400 - 600

€500 - 750

US\$640 - 960

132

#### LÉO R. SCHIDLOF

'La Miniature en Europe aux 16e, 17e, 18e et 19e siècles'.

Four volumes, blue linen boards, dust-jackets, monochrome and colour plates, no.826 of 1000 copies, Graz, Austria, 1964, (4).

£300 - 500

€380 - 630

US\$480 - 800

133

#### HENRI BOUCHOT

'La Miniature Française 1750-1825'.

Five volumes, green woven boards, monochrome and colour plates, no.189 of 200 copies, Goupil & Cie; Manzi, Joyant & Cie, Paris, 1907, (5).

£300 - 500

€380 - 630

US\$480 - 800

134<sup>Y</sup> Φ

#### MRS MARMADUKE BELLET BROWNE (SCOTTISH, 1786-1828)

A pair of miniatures portraying a Lady, believed to be Mrs Sherman Bird and a Gentleman of the same family: she, wearing blue bodice over white dress and gold necklace, her hair curled and upswept; he, wearing blue coat, white waistcoat, chemise, stock and tied cravat. Watercolour on ivory, gilt-mounted on rectangular papier-mâché frames, the reverse of each inscribed with the sitters' identities and provenance; together with a further miniature portraying Mrs Sherman Bird, wearing white dress and lace veil (*Henry Jacob Burch - British, born 1763*), watercolour on ivory (cracked), gilt-mounted on rectangular papier-mâché frame, the reverse inscribed *Mrs Shearman, Bird's/ Picture taken/ on 8th June/ 1814*.

Oval, 99mm (3 7/8in) and 75mm (2 15/16in) high respectively (3)

£1,000 - 1,500

€1,300 - 1,900

US\$1,600 - 2,400

#### Provenance

Mr Sherman Bird, Senior Judge of the Provincial Court of Appeal, Dacca, India and thence by descent

The influence of George Chinnery is clearly visible in the present miniatures by Mrs Marmaduke Bellet Browne who is known to have worked in Calcutta, India.

135<sup>Y</sup> Φ

#### ANGLO-INDIAN SCHOOL, CIRCA 1820

Samuel John Moorat (1814-1891) of Madras, seated in a landscape and wearing white dress, his blond hair cropped short.

Watercolour on ivory, rectangular gilt-wood frame with pierced foliate border, the reverse inscribed, *Infant Samuel/ Son of John Samuel Moorat*.

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

£800 - 1,200

€1,000 - 1,500

US\$1,300 - 1,900

Samuel's great grandfather of Armenian descent, Makartisch Saroom Moorat, left Venice for Madras in 1774, accompanied by his wife and two sons, Samuel and Cavefirat, but he died en route at Surat. Cavefirat moved to Calcutta where he lived out the remainder of his life, while Samuel remained in Madras. Having discovered that his father had considerable unpaid debts in Madras, Samuel set about repaying them even though he was not legally bound to do so. He then established a business in trading precious stones, particularly diamonds, which made him a considerable fortune.

Samuel founded the *Legio Armenia Moorat Raphael College* in Venice with some six million ruppees and the college is still running today. He had by this time already married Anna Raphael and the couple had three children: Edward, John (c.1795-1869) and Marie Thérésa. Edward and John married the daughters of Mr J. C. White of Pondicherry, Madras and John fathered eight children with his wife, Marie Delphine née White (c.1797-1874), including Samuel, portrayed in the present lot. At some stage, the Moorat family moved to England and Samuel married Fanny Hebden (c.1820-1857) in Bath on 30 May 1840. The couple had five children before her death in 1857. The following year, Samuel married Maria Constance Bateman (1833-1911) by whom he had a further eight children. He died in London on 19 March 1891 and is buried with his first wife, Fanny, in the Catholic cemetery in Bath.



134



134



134



135



136



137



137

136<sup>Y Φ</sup>

**FRENCH SCHOOL, CIRCA 1800**

A Gentleman, wearing open white chemise and blue coat.  
Watercolour on ivory, gilt-metal frame with borders of chased beads  
and engraved fleur-de-lys.  
Circular, 88mm (3 7/16in) dia.

£400 - 600  
€500 - 750  
US\$640 - 960

137<sup>Y Φ</sup>

**AFTER MARIE ANNE FRAGONARD, 19TH CENTURY**

A pair of miniatures portraying a Lady and a Young Boy: she, wearing  
open chemise and floral bandeau in her curled and upswept hair; he,  
wearing white chemise and black hat, both finished with blue ribbon.  
Watercolour on ivory, matching gilt-metal mounts.  
Oval, 67mm (2 5/8in) high (2)

£700 - 900  
€880 - 1,100  
US\$1,100 - 1,400

138<sup>Y Φ</sup>

**MATHIAS LE PEINTRE (FRENCH, 1763-1845)**

A Lady, seated and wearing white dress, scarlet stole and white lace veil, a multi-stranded gold bracelet on her right wrist, a small posy of purple pansies in her left hand.

Watercolour on ivory, signed on the obverse and dated, *Le*

*Peintre*. 1803, gilt-metal frame.

Circular, 89mm (3 1/2in) dia.

£800 - 1,200

€1,000 - 1,500

US\$1,300 - 1,900

**Provenance**

Christie's, London, 3 June 2003, lot 198

139<sup>Y Φ</sup>

**FRENCH SCHOOL, CIRCA 1800**

A Young Girl, holding a triangle and wearing white dress, her blonde hair cropped short.

Watercolour on ivory, gilt-metal frame.

Circular, 86mm (3 3/8in) dia.

£700 - 900

€880 - 1,100

US\$1,100 - 1,400



138



139

140<sup>Y Φ</sup>

**MICHAELO ALBANESI (ITALIAN, 1816-1878)**

Henri Charles Ferdinand Marie Dieudonné d'Artois, Duc de Bordeaux, and Comte de Chambord (1820–1883), seated and wearing brown smoking jacket with red lapels and black velvet arm pads, white chemise and loosely knotted black tie, red night cap. Watercolour on ivory, signed on the obverse, *Albanesi*, gilt-wood frame with egg-and-dart border and pierced cresting displaying three fleur-de-lys, crown and laurel leaf sprays. Rectangular, 101mm (4in) high

£600 - 800  
€750 - 1,000  
US\$960 - 1,300

Henri's father, Charles Ferdinand d'Artois, Duc de Berry (1778–1820), had been assassinated seven months before his birth and the senior line of the Bourbon dynasty was simultaneously thrust onto the verge of extinction. Henri was given the name Dieudonné ('God-given') and Royalists called him, "the miracle child".

In response to the July Revolution, the year 1830, saw the abdications of both Henri's grandfather, Charles X and that of his uncle, Louis Antoine, Duc d'Angoulême. Lieutenant Général du Royaume, Louis Philippe d'Orléans was supposed to proclaim Henri as Henri V but he deliberately failed to do so and was declared Louis Philippe I on 9 August that same year. In November 1846, Henri married his second cousin, Archduchess Maria Theresa of Austria-Este (1817-1886) and the couple had no children. Henri died on 24 August 1883 at his residence in Frohsdorf, Austria, by which time, public opinion had swung in favour of a Republic. His personal property, including the Château de Chambord was left to his nephew, Robert I, Duke of Parma.

141<sup>Y Φ</sup>

**CARL DE BOURDON HUMMEL (AUSTRIAN, 1769-1840)**

A Lady, standing before a bed and green drapery, holding her white chemise and blue embroidered stole to her chest, a gold comb in her curled and upswept hair. Watercolour on ivory, signed on the obverse and dated, *HUMEL/ 1810*, gilt-metal frame. Rectangular, 93mm (3 11/16in) high

£2,000 - 3,000  
€2,500 - 3,800  
US\$3,200 - 4,800

**Provenance**

Christie's, London, 3 June 2003, lot 249

142<sup>Y Φ</sup>

**MME MARIE MARGUÉRITE FRANÇOISE ROUCHIER NÉE JASER (FRENCH, 1782-1873)**

A Noble lady, standing before a landscape vista and green drapery, wearing white dress with lace trim and sapphire and diamond jewels, her blonde hair curled and upswept. Watercolour on ivory, gilt-wood frame. Rectangular, 93mm (3 11/16in) high

£1,000 - 1,500  
€1,300 - 1,900  
US\$1,600 - 2,400

143<sup>Y Φ</sup>

**AFTER JEAN-BAPTISTE ISABEY, 19TH CENTURY**

Napoleon Bonaparte (1769-1821), First Emperor of the French (1804-1814; 1815), wearing gold laurel wreath and collar of the Order of Saint Esprit over red cloak finished with ermine. Watercolour on ivory, bearing signature, *Isabey. f.*, ormolu frame with scroll leaf borders and winged insects to each corner. Rectangular, 70mm (2 3/4in) high

£600 - 800  
€750 - 1,000  
US\$960 - 1,300

The present lot derives from Robert Lefèvre's 1807 portrait of Napoleon in his coronation robes, which is held by the Musée National de la Légion d'Honneur et des Ordres de Chevalerie, Paris. Isabey produced several copies on ivory. One is held by the Louvre (inv.no. 6067) and another sold Sotheby's, Zurich, 13 November 1979, lot 54.



140



142



141



143



144

144<sup>Y Φ</sup>

**JOHN COX DILLMAN ENGLEHEART (BRITISH, 1782-1862)**

A Gentleman, wearing blue coat, white waistcoat, chemise and stock. Watercolour on ivory, signed on the obverse with the artist's cursive, *E* within a heart-shaped vignette, the reverse signed and dated, *J. D. Engleheart/ Pinxit 1814/ Old Newman Street/ London*, gilt-metal frame. Rectangular, 81mm (3 3/16in) high

£700 - 900

€880 - 1,100

US\$1,100 - 1,400

Basil Long records one instance of the artist framing his cursive *E* within a heart of gold (see B. Long, *British Miniaturists*, 1929, p.143).



145

145<sup>Y Φ</sup>

**SIMON JACQUES ROCHARD (FRENCH, 1788-1872)**

A Gentleman, wearing blue double-breasted coat with black collar, white frilled chemise, yellow waistcoat and stock. Watercolour on ivory, ormolu slip and gilt-metal frame. Rectangular, 114mm (4 1/2in) high

£600 - 800

€750 - 1,000

US\$960 - 1,300

**Provenance**

With the Hollond family and thence by descent



146

146

**JAMES LEAKEY (BRITISH, 1773-1865)**

A pair of miniatures portraying a Gentleman and his Wife, both seated: the former, wearing black coat and waistcoat, white frilled chemise, stock and cravat; the latter, wearing red dress, gold belt buckle, brooch and bracelet, her collar and bonnet of white lace, her brown hair upswept and curled in ringlets framing her face. Oil on panel, gilt-wood frames with brown velvet slips, both signed on the reverse, *James Leakey/ Exeter* and bearing old sale labels. Rectangular, 146mm (5 3/4in) high (2)

£700 - 900

€880 - 1,100

US\$1,100 - 1,400

**Provenance**

The Collection of Michael Collishaw;  
His Sale, Christie's, London, 22 January 2006, lot 182  
Part illustrated



147

147<sup>Y Φ</sup>

**JAMES HOLMES (BRITISH, 1777-1860)**

A Lady, wearing white dress with black jeweled waist-belt, gold necklace and pendent earrings set with rubies, her brown hair elaborately curled and upswept.  
Watercolour on ivory, signed on the obverse, *James Holmes*, ormolu frame with pierced scroll leaf borders.  
Rectangular, 103mm (4 1/16in) wide

£600 - 800  
€750 - 1,000  
US\$960 - 1,300

148<sup>Y Φ</sup>

**CONTINENTAL SCHOOL, CIRCA 1830**

A Lady, seated and wearing black dress over white lace chemise, gold necklace, bracelets and pendent earrings, her hair curled in ringlets beneath a white embroidered turban and her fur stole draped about her.  
Watercolour on ivory, gilt-metal frame.  
Rectangular, 134mm (5 1/4in) high

£600 - 800  
€750 - 1,000  
US\$960 - 1,300

**Provenance**

Christie's, London, 21 October, 1997, lot 97

149<sup>Y Φ</sup>

**CHARLES FOOT TAYLER (BRITISH, ACTIVE 1818-1853)**

A Lady called, Mrs Cuthison, seated in an interior, wearing white décolleté dress with bouffant sleeves finished with ribbon and lace, gold brooch and pendent earrings, her hair parted and upswept.  
Watercolour on ivory, signed and dated, *Painted by C F Tayler/ 1840* and inscribed by a later hand, *Mrs Cutchison wife/ of Col. Cutchison*, gilt-wood frame.  
Rectangular, 122mm (4 13/16in) high

£600 - 800  
€750 - 1,000  
US\$960 - 1,300



148



149



150

150<sup>Y Φ</sup>

**CONTINENTAL SCHOOL, CIRCA 1830**

A Lady, wearing purple dress, pearl necklace and pendent earrings, her brown hair elaborately curled and upswept.

Watercolour on ivory, gold frame, the reverse bearing oval aperture, glazed to reveal gilt-initial, *B* over plaited hair.

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

£800 - 1,200

€1,000 - 1,500

US\$1,300 - 1,900

**Provenance**

With K. Henniger-Tavcar on 6 February 1989



151

151<sup>Y Φ</sup>

**MLLE. JENNY GIRBAUD (FRENCH, 1822-1894)**

A Young Girl, wearing blue coat over white chemise finished with frilled lace, her dark hair parted and falling in tight waves to her shoulders.

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

Oval, 51mm (2in) high

£500 - 700

€630 - 880

US\$800 - 1,100



152

152<sup>Y Φ</sup>

**CIRCLE OF MRS W. MUSGRAVE NÉE MARY ANN HEAPHY  
(BRITISH, ACTIVE 1821-1847)**

A double-portrait of sisters, Maria Hay Malcolm (1833-1855) and Eleanor Bowes Buchanan née Malcolm (1835-1908): the former, wearing white dress and purple embroidered stole, her fan in her gloved hand, her raven hair parted and upswept; the latter, wearing blue dress, her hair parted, plaited and upswept.

Watercolour on ivory, gilt-wood frame.

Rectangular, 260mm (10 1/4in) high

**Provenance**

The sitters' younger sister, Frances Rolland née Malcolm (1841-1932) and thence by descent

Maria Hay Malcolm died unmarried, aged twenty-two and is buried at Dean Cemetery in Edinburgh. Eleanor Bowes Malcolm and her husband, James Buchanan are buried in the same plot together with Maria and Eleanor's parents, Dr. Robert Bowes Malcolm and Barbara Thatcher. For further information, please see lot 154.

£800 - 1,200

€1,000 - 1,500

US\$1,300 - 1,900



153

153<sup>YΦ</sup>

**ALFRED WEIGALL (BRITISH, ACTIVE 1855-1866)**

Arthur Douglas Scott, as a boy, wearing low-cut black dress with white lace trim and chemise.

Watercolour on ivory, ormolu frame by Jenner & Knewstubb of St James's and Jermyn Street, London, with pierced border of lily-of-the-valley sprays decorated with white enamel flower-heads surrounding a turquoise enamel border, a turquoise and white enamelled monogram, *HDS*, centered at the base, the reverse engraved, *ARTHUR DOUGLAS SCOTT./ 1862./ BY WEIGALL*, beneath a hinged easel stand. Oval, 71mm (2 13/16in) high

£700 - 900

€880 - 1,100

US\$1,100 - 1,400

**Provenance**

Bonhams, London, *The Property of a Lady, Part I*, 9 April 2002, lot 215

**Literature**

D. Foskett, *Collecting Miniatures*, 1979, p.447, ill.p.438, pl.132B

154

**MRS W. MUSGRAVE NÉE MARY ANN HEAPHY (BRITISH, ACTIVE 1821-1847)**

The four children of Dr Robert Bowes Malcolm.

Watercolour on card, signed on the obverse, *Mrs Musgrave*, gilded composition frame.

Rectangular, 67cm (26 7/16in) high

£600 - 800

€750 - 1,000

US\$960 - 1,300

**Provenance**

The youngest sitter, Frances Rolland née Malcolm (1841-1932) and thence by descent

A Fellow of the Royal Society of Edinburgh, Dr Robert Bowes Malcolm was the first physician to be appointed to Fettes College, Edinburgh, where a boarding house is named after him. He married Barbara Thatcher in May 1832, with whom he had three daughters: Maria Hay (1833-1855), Eleanor Bowes (1835-1908) and Frances (1841-1932). The couple also had a son (1839-1910; name unknown) who went on to become a Surgeon Major in the 9th Queen's Royal Lancers.



154



155

155<sup>Y Φ</sup>

**STEPHEN POYNTZ DENNING (BRITISH, 1795-1864)**

A Gentleman, seated and wearing brown coat, purple waistcoat, white chemise, gold watch chain and black tied stock. Watercolour on ivory, rectangular gilt-wood frame. Oval, 155mm (6 1/8in) high

£800 - 1,200  
€1,000 - 1,500  
US\$1,300 - 1,900



156

156<sup>Y Φ</sup>

**SIR WILLIAM CHARLES ROSS, RA (BRITISH, 1794-1860)**

A Naval Officer, wearing blue coat with gold epaulettes, white waistcoat and chemise, black stock and cravat. Watercolour on ivory, signed on the reverse and dated, *Painted by W. C. Ross [ARA]/ Miniature Painter/ to/ The Queen/ 1838*, rectangular ormolu slip and veneered wood frame. Oval, 95mm (3 3/4in) high

£800 - 1,200  
€1,000 - 1,500  
US\$1,300 - 1,900



157

157<sup>Y Φ</sup>

**REGINALD EASTON (BRITISH, 1807-1893)**

Bessie Florence 'Floss' Scarlett née Gibson (1851-1934), standing before a sandy beach and wearing fawn dress over white chemise and brown ribbon tie, a pink rose at her corsage, her light brown hair upswept beneath a brown shearling hat set with a diamond brooch, a cane in her left hand.

Watercolour on ivory, gilt-mounted on rectangular velvet frame with easel stand to the reverse.

Arched rectangle, 105mm (4 1/8in) high

£3,000 - 4,000

€3,800 - 5,000

US\$4,800 - 6,400

**Provenance**

The sitter's only daughter, the Hon. Ruth Hester Frances Scarlett (1882-1943) and thence by descent

Upon the death of her mother, Elizabeth, Bessie 'Floss' Gibson was adopted by her paternal aunt, Jane Gibson and her husband, Sir Percy Florence Shelley, 3rd Bt. (1819-1889) who hadn't any children of their own. Shelley was the only surviving child of the Romantic poet, Percy Bysshe Shelley and his novelist second wife, Mary Shelley née Wollstonecraft Godwin (1797-1851). Floss was raised predominantly at Boscombe Manor on the Dorset coast and the present lot is likely to have been painted close to this location.

On 16 February 1871, Floss married Lieutenant Colonel Leopold James Yorke Campbell Scarlett (1847-1888) of the Scots Guards. The couple had six sons and one daughter. Floss encountered considerable heartbreak during her adult life, outliving her husband and four of their children. Their youngest, Leopold was lost at sea aboard an Australian submarine in 1914, aged twenty-five. Floss was four months pregnant with him when her husband died. Sir Percy Shelley died the following year. Floss lived in many homes during her lifetime and visited Boscombe Manor frequently until it was sold in 1911. Her final years were spent in slight isolation at Penenden House at Boxley near Maidstone. Her daughter, Ruth and sons, Hugh, 7th Baron Abinger (1878-1943) and Percy (1885-1957) survived her.



158



158

158<sup>Y</sup>Φ

**CHARLES JAMES TURRELL (BRITISH, 1846-1932)**

Minna Margaret Roderick O'Connor née Hope-Scott (d.1934), wearing beaded and embroidered evening coat over fawn-coloured gown and white chemise, pearl necklace, her brown hair upswept.

Watercolour on ivory, signed on the obverse and dated, *C. T/ 1887*, gold frame with rim and suspension loop to the obverse of blue and white enamel, the reverse glazed to reveal a lock of brown wavy hair, the rim to the reverse engraved, *NICHOLAS RODERICK FROM MINNA A BIRTHDAY PRESENT. SOFIA. JULY 3RD 1887. / PAINTED BY CHARLES TURRELL*, fitted red leather travelling case with easel stand to the base.

Oval, 96mm (3 3/4in) high

£1,200 - 1,800

€1,500 - 2,300

US\$1,900 - 2,900

Minna was the eldest daughter of James Robert Hope-Scott, QC (1812–1873) and his second wife, Lady Alexandrina Fitzalan-Howard (1840–1870). She married the Rt. Hon. Sir Nicholas Roderick O'Connor, PC, GCB, GCMG (1843-1908) of County Roscommon on 13 April 1887. The couple had three daughters; Fearga (1892-1969), Muriel (b.1894) and Eileen (b.1897). Eileen married Prince Matyla Ghyka of Romania at the Brompton Oratory in 1918.

The present lot was gifted from Minna to Sir Nicholas during their first year of residence in Sofia where Sir Nicholas was serving as Agent and Consul-General to Bulgaria. In later years, the strain of his work with the Ottoman Empire proved too much for his already fragile health to bear and Sir Nicholas died at the British Embassy in Constantinople on 19 March 1908. He is buried in the cemetery at Haydar Pasha, where Minna erected a monument to his memory.

**End of Sale**

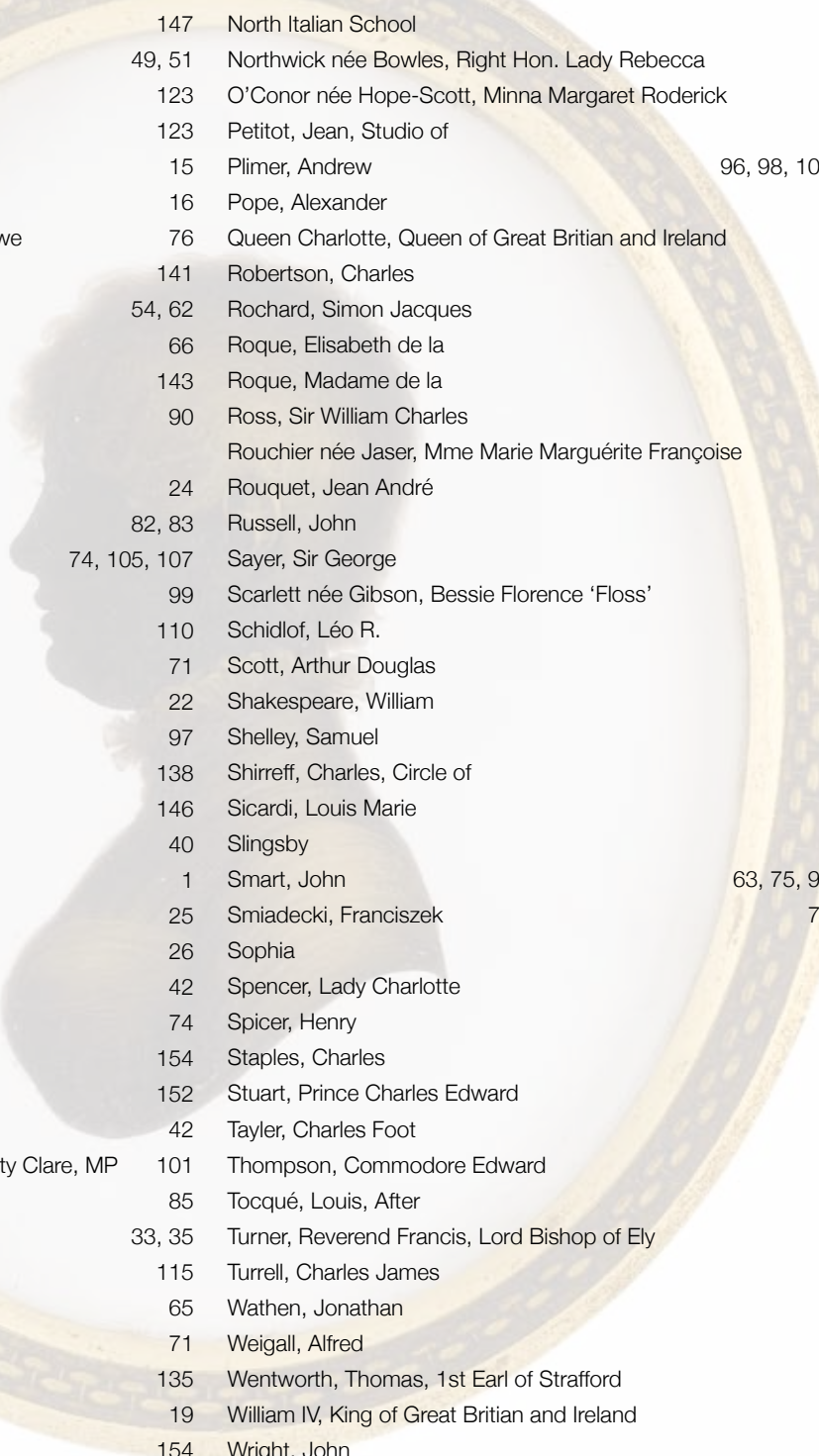
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Wednesday 22 April  
Wednesday 30 September  
Knightsbridge, London

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The collection of the Barons  
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Wednesday 3 December 2014  
Knightsbridge, London

### LEVAILLANT (FRANÇOIS)

*Histoire naturelle des oiseaux d'Afrique*,  
1796-1808, the dedicatee's copy with  
18 original watercolours

£80,000 - 120,000

### ENQUIRIES

+44 (0) 20 7393 3828  
[books@bonhams.com](mailto:books@bonhams.com)



# Bonhams

## WELLINGTON, WATERLOO AND THE NAPOLEONIC WARS

To include paintings, miniatures,  
prints, arms, ceramics, silver,  
works of art, books and manuscripts

Wednesday 1 April 2015  
New Bond Street, London

**THOMAS JONES BARKER  
(BRITISH, 1815-1882)**

*The battle of Waterloo*  
oil on canvas  
102 x 135cm (40 3/16 x 53 1/8in).  
£20,000 - 30,000  
€25,000 - 38,000

### ENQUIRIES

+44 (0) 20 7393 3872  
[jon.baddeley@bonhams.com](mailto:jon.baddeley@bonhams.com)

### Closing date for entries

Friday 6 February 2015



# Bonhams

LONDON

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

## NOTICE TO BIDDERS

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

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

### 1. OUR ROLE

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

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

### 2. LOTS

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

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

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

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### *Contractual Description of a Lot*

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

#### *Estimates*

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

#### *Condition Reports*

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

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

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

#### *Bonhams’ responsibility to you*

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

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

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

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

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

#### *Alterations*

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

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

### 4. CONDUCT OF THE SALE

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

### 5. BIDDING

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

**Bidding in person**

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

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

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

**Bidding by post or fax**

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

**Bidding via the internet**

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

**Bidding through an agent**

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

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

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

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

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

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

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

25% up to £50,000 of the *Hammer Price*  
20% from £50,001 to £1,000,000 of the *Hammer Price*  
12% from £1,000,001 of the *Hammer Price*

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

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

**8. VAT**

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

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

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

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

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

**9. PAYMENT**

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

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

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

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

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

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

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

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

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

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

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

## 10. COLLECTION AND STORAGE

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

## 11. SHIPPING

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

## 12. EXPORT/TRADE RESTRICTIONS

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

## 13. CITES REGULATIONS

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

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

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

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

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

## 15. BOOKS

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

## 16. CLOCKS AND WATCHES

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

## 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

### Proof of Firearms

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

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

### Guns Sold as Parts

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

### Condition of Firearms

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

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

## Original Gun Specifications Derived from Gunmakers

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

## Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

## Taxidermy and Related Items

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

## 18. FURNITURE

### Upholstered Furniture

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

## 19. JEWELLERY

### ~ Ruby and Jadeite

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

### Gemstones

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

### Estimated Weights

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

### Signatures

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

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

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

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

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

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

## 20. PHOTOGRAPHS

### Explanation of Catalogue Terms

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

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

## 21. PICTURES

### Explanation of Catalogue Terms

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

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

## 22. PORCELAIN AND GLASS

### Damage and Restoration

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

## 23. VEHICLES

### The Veteran Car Club of Great Britain

#### Dating Plates and Certificates

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

## 24. WINE

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

### Examining the wines

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

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

### Corks and Ullages

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

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

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

### Options to buy parcels

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

### Wines in Bond

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

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

### Bottling Details and Case Terms

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

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

## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- W Objects displayed with a w will 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.
- Φ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

### DATA PROTECTION – USE OF YOUR INFORMATION

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

## APPENDIX 1

### CONTRACT FOR SALE

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

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

#### 1 THE CONTRACT

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

#### 2 SELLER'S UNDERTAKINGS

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

#### 3 DESCRIPTIONS OF THE LOT

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

#### 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

#### 5 RISK, PROPERTY AND TITLE

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

#### 6 PAYMENT

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

#### 7 COLLECTION OF THE LOT

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

<b>8</b>	<b>FAILURE TO PAY FOR THE LOT</b>	<b>9</b>	<b>THE SELLER'S LIABILITY</b>	<b>10.3</b>	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed <i>c/o Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i> ) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;			10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i> ) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and			<b>11</b>	<b>GOVERNING LAW</b>
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.				All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i> ) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	<b>10</b>	<b>MISCELLANEOUS</b>		
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

## APPENDIX 2

### BUYER'S AGREEMENT

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

#### 1 THE CONTRACT

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

#### 2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the *Seller* under the *Contract for Sale* in respect of the *Lot*.

### 3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
  - 3.1.1 the *Purchase Price* for the *Lot*;
  - 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, and
  - 3.1.3 if the *Lot* is marked [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with *VAT* on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to *VAT* at the appropriate rate and *VAT* will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and *VAT* and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

### 4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.
- 4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

#### 4.4

If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus *VAT* per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

#### 4.5

Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.

#### 4.6

You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.

#### 4.7

You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

#### 4.8

You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

### 5 STORING THE LOT

We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders*, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the relevant section of the *Catalogue*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.

### 6

#### RESPONSIBILITY FOR THE LOT

#### 6.1

Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.

#### 6.2

You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.

<b>7</b>	<b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i> ) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i> ) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i> ):	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	to terminate this agreement immediately for your breach of contract;			9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;	<b>8</b>	<b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i> ) and/or damages for breach of contract;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i> ) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	<b>10</b>	<b>OUR LIABILITY</b>
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i> ) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i> ) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	<b>9</b>	<b>FORGERIES</b>	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and		
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		

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

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

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

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

## 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

## 12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

## 13 GOVERNING LAW

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

## DATA PROTECTION – USE OF YOUR INFORMATION

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

## APPENDIX 3

### DEFINITIONS AND GLOSSARY

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

### LIST OF DEFINITIONS

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

**"Bidder"** a person who has completed a *Bidding Form*.  
**"Bidding Form"** our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Website"** *Bonhams Website* at [www.bonhams.com](http://www.bonhams.com)

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

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

## GLOSSARY

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

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

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

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

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

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

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

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

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

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

## SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

# Bonhams Specialist Departments

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

## 19th Century Paintings

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

## 20th Century British Art

Matthew Bradbury  
+44 20 7468 8295

## Aboriginal Art

Francesca Cavazzini  
+61 2 8412 2222

## African, Oceanic & Pre-Columbian Art

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

## American Paintings

Alan Fausel  
+1 212 644 9039

## Antiquities

Madeleine Perridge  
+44 20 7468 8226

## Antique Arms & Armour

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

## Art Collections, Estates & Valuations

Harvey Cammell  
+44 (0) 20 7468 8340

## Art Nouveau & Decorative Art & Design

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

## Australian Art

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

## Australian Colonial Furniture and Australiana

+1 415 861 7500

## Books, Maps & Manuscripts

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

## British & European Glass

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

## British & European Porcelain & Pottery

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

## California & American Paintings

Scot Levitt  
+1 323 436 5425

## Carpets

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

## Chinese & Asian Art

UK  
Asaph Hyman  
+44 20 7468 5888  
U.S.A  
Dessa Goddard  
+1 415 503 3333  
HONG KONG  
+852 3607 0010  
AUSTRALIA  
Yvett Klein  
+61 2 8412 2222

## Clocks

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

## Coins & Medals

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

## Contemporary Art

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

## Costume & Textiles

Claire Browne  
+44 1564 732969

## Entertainment Memorabilia

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

## Furniture & Works of Art

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

## Greek Art

Olympia Pappa  
+44 20 7468 8314

## Golf Sporting Memorabilia

Kevin Mcgimpsey  
+44 1244 353123

## Irish Art

Penny Day  
+44 20 7468 8366

## Impressionist & Modern Art

UK  
Deborah Allan  
+44 20 7468 8276  
U.S.A  
Tanya Wells  
+1 917 206 1685

## Islamic & Indian Art

Alice Bailey  
+44 20 7468 8268

## Japanese Art

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

## Jewellery

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

## Marine Art

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

## Mechanical Music

Jon Baddeley  
+44 20 7393 3872

## Modern, Contemporary & Latin American Art

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

## Modern Design

Gareth Williams  
+44 20 7468 5879

## Motor Cars

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

## Automobilia

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

## Motorcycles

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

## Musical Instruments

Philip Scott  
+44 20 7393 3855

## Native American Art

Jim Haas  
+1 415 503 3294

## Natural History

U.S.A  
Claudia Florian  
+1 323 436 5437

## Old Master Pictures

UK  
Andrew Mckenzie  
+44 20 7468 8261  
U.S.A  
Mark Fisher  
+1 323 436 5488

## Orientalist Art

Charles O'Brien  
+44 20 7468 8360

## Photography

U.S.A  
Judith Eurich  
+1 415 503 3259

## Portrait Miniatures

Jennifer Tonkin  
+44 20 7393 3986

## Prints

UK  
Rupert Worrall  
+44 20 7468 8262  
U.S.A  
Judith Eurich  
+1 415 503 3259

## Russian Art

UK  
Sophie Law  
+44 20 7468 8334  
U.S.A  
Yelena Harbick  
+1 212 644 9136

## Scientific Instruments

Jon Baddeley  
+44 20 7393 3872  
U.S.A.  
Jonathan Snellenburg  
+1 212 461 6530

## Scottish Pictures

Chris Brickley  
+44 131 240 2297

## Silver & Gold Boxes

UK  
Michael Moorcroft  
+44 20 7468 8241  
U.S.A  
Aileen Ward  
+1 800 223 5463

## South African Art

Giles Peppiatt  
+44 20 7468 8355

## Sporting Guns

Patrick Hawes  
+44 20 7393 3815

## Toys & Dolls

Leigh Gotch  
+44 20 8963 2839

## Travel Pictures

Veronique Scorer  
+44 20 7393 3962

## Urban Art

Gareth Williams  
+44 20 7468 5879

## Watches & Wristwatches

UK  
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(Attendee / Absentee / Online / Telephone Bidding)

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