

# FINE SILVER AND GOLD BOXES

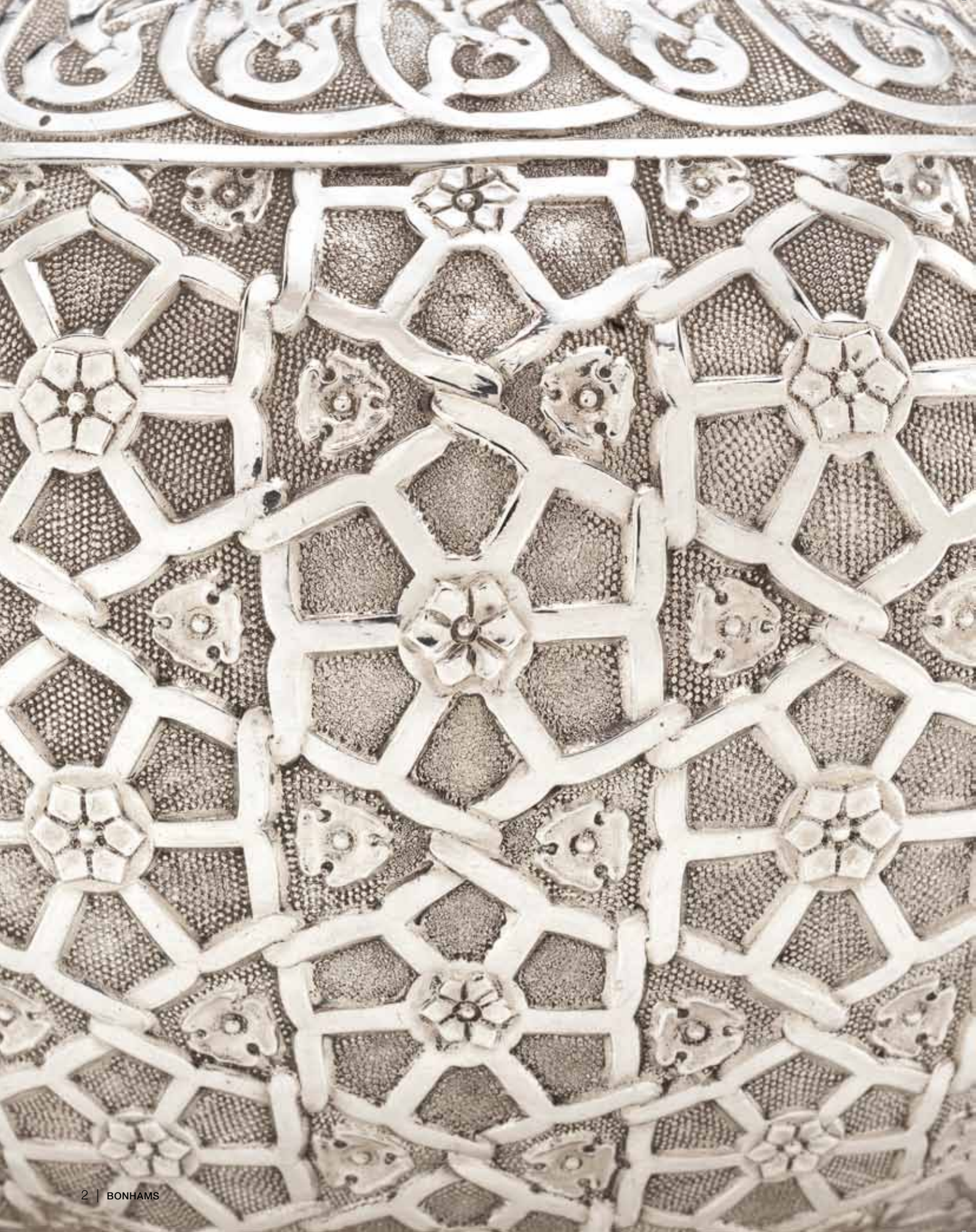
Wednesday 12 November 2014



# Bonhams

LONDON







# FINE SILVER AND GOLD BOXES

Wednesday 12 November 2014 at 11.00  
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Front cover: Lot 87 (detail)  
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Inside front cover: Lot 86 (detail)  
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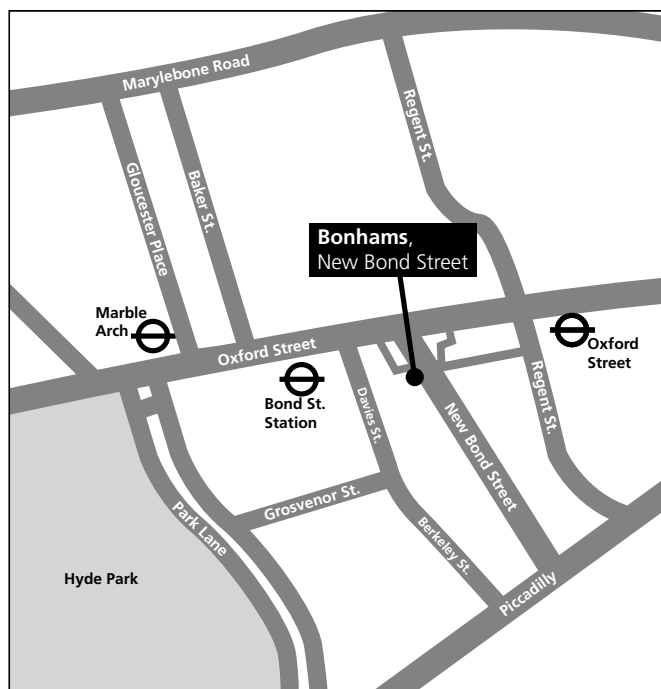
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## A SWISS PRIVATE COLLECTION OF GOLD BOXES

1\*

### AN EARLY 19TH CENTURY SWISS GOLD AND ENAMELLED SNUFF BOX

*marks rubbed, faint mark for Geneva*

Rectangular with canted corners, the cover decorated with a family scene in an idealised landscape, all dressed in the Empire manner, the father in royal blue coat with yellow striped scarf and curly black locks holds his auburn daughter in pink frock, the mother dressed in purple and gold dangles cherries above the head of her baby, framed by a light blue champlévé enamel foliate scroll border with paterae on a black ground, sides embellished with light-blue enamelled panels with twisted pailon band, interrupted by white enamelled pilasters, the underside decorated with a light-blue enamelled panel with twisted pailon band within the foliate scroll and paterae border, *length 9.4cm, weight 148gms.*

£6,500 - 8,500

€8,300 - 11,000





2\*

# **A RARE EARLY 19TH CENTURY SWISS GOLD AND ENAMELLED SNUFF BOX**

by Guidon, Rémond & Co, Geneva, circa 1805

Rectangular with canted corners, the cover decorated with a scene depicting the Russian troops at the Battle of Oczakow (Ochakiv), gunners man the cannon at staked gun emplacements under the watch of the officers whilst supplies of shot and powder are delivered, framed by an inner white enamelled band and an outer polished band, sides decorated with turquoise enamel shaped-rectangular panels with swagged pailon bands within a white border, corners chased with stylised arches, the underside with a turquoise enamel panel with the title "TRANCHÉES DES RUSSES DEVANT OCZAKOW" in gold lettering and further decorated with pailon festoons and ribbons, framed by an inner white enamelled band, an outer champlevé enamelled floral and foliate band on a dark blue enamelled ground, length 10cm, weight 181gms.

£12,000 - 18,000

€15,000 - 23,000

The rarity of the present lot is two-fold. Firstly, it is highly unusual for a Swiss or German enamel box of this date to depict an almost contemporary battle scene rather than a classical interpretation and, secondly, to have the title of the scene to appear on the base in the gilt pailons style. There is a Hanau box in the Khalili Collection, dated circa 1795, that has a depiction of a skirmish between Austrian and Turkish forces that is unlabelled (GER495-37) and a box by Rémond Lemy & Cie which has a Napoleonic scene which has the title painted on the cover within the image (SW495-04), see Hadyn Williams ed, *The Khalili Collection, Enamels of the World 1700-2000* (London 2009).

The Russian Empire besieged Ochakiv (Oczakow) in 1737, regarding it as the main obstacle to the possession of the Black Sea littoral. It was captured by Marshal von Münnich, but in the following year was abandoned and, in 1739, restored to Turkey. The siege became famous as the subject one of Baron Münchhausen's tales.

During the Russo-Turkish War of 1787-92, a second siege by Russia began in 1788 and lasted six months, until the fortress was stormed resulting in a terrible loss of life. This attack became the topic of a famous ode by Gavril Derzhavin. The Treaty of Jassy of 1792 transferred Özi to the Russian Empire which renamed it into Ochakov.



Lot 2 (base)



3\*

**AN EARLY 19TH CENTURY SWISS GOLD AND ENAMELLED SNUFF BOX**

*maker's mark of G G (possibly a partnership of Joseph Guidon and David Gide), the enamel signed Richter, Geneva circa 1805*

Rectangular with canted corners, the cover decorated with a painted polychrome scene depicting an Italianate landscape with a farmer pausing in his task of ploughing a field, his horse and ox feed nearby, flanked by two champlévé enamelled classical urns simulating lapis lazuli, the borders with a band of chased flowerheads and elaborate acanthus scrolls and below a band of blue tasselled swags, on a black ground, sides decorated with striped blue guilloché enamelled bands, the canted corners decorated with stylised champlévé enamelled flower heads and swags, the underside with blue guilloché enamelled bands within a chased and black champlévé enamelled floral border, length 9cm, weight 96gms.

£8,000 - 12,000

€10,000 - 15,000





4\*

**AN EARLY 19TH CENTURY SWISS GOLD AND ENAMELLED SNUFF BOX**

*by Sebastian Chaligny, Geneva circa 1815*

Rectangular with rounded corners, the cover set with a rectangular panel painted with a scene depicting Minerva holding her arm around Justice whilst Mars signs "PA(X)" with an olive branch, within a chased and blue enamelled stiff leaf frame on a matted ground flanked by four applied gold acanthus scrolls, with further blue enamelled stiff leaf border, the sides decorated with an upper chased acanthus band and below blue enamel and paillons rope twist band, corners embellished with stylised blue enamelled flowers on a matted ground, the underside decorated with a blue enamelled panel with paillons rope twist bands, enclosed by three alternating geometric bands and acanthus spandrels, *length 9cm, weight 134gms.*

**£10,000 - 15,000**

**€13,000 - 19,000**

In Greek mythology, Mars was the god of war; Minerva was the daughter of Jupiter, born from his head. She was the goddess of wisdom, learning and arts, but also the protector of justice and a war goddess, but unlike Mars she fought for the defences of just causes.



5\*

**A MID-19TH CENTURY SWISS GOLD AND ENAMELLED  
"TURKISH MARKET" SNUFF BOX**

*incuse numbered 22 to the rim*

Ovoid form with wavy edges, the cover with a central painted scene depicting ships sailing into the sunset, within a rose and floral festoon on a pink ground framed by a polished band, the ends embellished with chased gold paterae and other flowers, the undulating sides decorated with ovoid medallions painted with rose and floral sprays on an apricot guilloché ground separated by chased flowers on a pink champlevé enamel ground, the underside decorated with a central enamelled scene of the trophies of love and music on a pink ground and within a similar floral festoon border, *length 8cm, weight 94gms.*

£6,000 - 8,000

€7,600 - 10,000



## GOLD BOXES AND VERTU

6

### A MID-19TH CENTURY SWISS ENAMELLED GOLD "TURKISH MARKET" VINAIGRETTE

*unmarked,*

Pot form, the hinged cover with central green brilliant on a red, white and blue champlevé ground within a floral border, the base with similar red enamel swirling bands separated by floral panels, the interior with pierced and engraved floral grille, with chain attachment, *height 2.8cm, diameter 2.1cm, weight 11gms.*

£3,000 - 5,000

€3,800 - 6,400



7

### A 19TH CENTURY SWISS PEARL-SET ENAMELLED GOLD NOVELTY 'BOOK' VINAIGRETTE

*Jean-George Rémond & Cie/Rémond Lamy, Mercier & Cie, Geneva 1807-15*

The 'cover' painted with a spray of summer flowers within a split pearl border, the spine with blue and white enamel bands, the back cover with central panel of dark blue enamel "à étoffe" within a black, blue and white champlevé enamel swagged border, the interior with foliate pierced and engraved grille, with ring attachment, *length 3.5cm, weight 16.5gms.*

£5,000 - 7,000

€6,400 - 8,900





8

**A 17TH AND 18TH CENTURY ENAMEL AND GOLD MOUNTED "WATCH CASE" SNUFF BOX**

*the watch case circa 1650, the gold mount circa 1740*

The cover set with a finely painted of an allegory of Peace and Fidelity within a cartouche-shaped gold hinge mount chased to simulate the foliage and stems of the applied white enamel flowers, the sides of the mount with chased and rocaillé scroll decoration with colourful enamel flowers, the sides of the watch case base painted with pastoral scenes, the underside with a returning warrior and his family in front of an aqueduct, *diameter 6cm.*

**£25,000 - 30,000**

**€32,000 - 38,000**



Lot 8 (base)

During the late 17th century many watch movements became obsolete with the advance of timekeeping, and the examples housed in elaborate and valuable cases were often converted in the mid 18th century with newer movements or into snuffboxes. For a similar example see, Charles Truman, *The Gilbert Collection of Gold Boxes* (Los Angeles 1991), cat 97, p 286.





9

**A LOUIS XV JAPANESE LACQUER AND GOLD MOUNTED AIDE  
MEMOIR**

*with the discharge mark of Charles Cordier, Paris 1722-27, the lacquer  
panels of similar or slightly earlier date*

The reeded gold cage mount with hinged spine, each side set with  
a Japanese lacquered panel of gold hiramakie on a roiro-nuri ground  
the front with a Yamato Nadeshko, making tea beside a tsuitate; the  
reverse similarly decorated with a depiction of Hanasaka Jiji, silk lined  
interior with a paper almanac for 1727, with reeded gold pencil fitting  
within reeded loops to fasten, *length 9.8cm.*

Hanasaka Jiji: The Old Man who makes the dead trees flower. The  
story concerns an old man who sits under a dead tree with a box  
of ashes which he stirs with a rice mortar made from a tree trunk.  
The story is a cautionary tale about the envious neighbours who see  
the Old Man taking gold coins from the bowl, but who are unable to  
perform the same feat even when they steal the mortar.

£15,000 - 20,000

€19,000 - 25,000

10

**A 19TH CENTURY HARDSTONE AND GOLD MOUNTED SNUFF BOX**

*unmarked, possibly Italian*

Rectangular with canted corners, the cover decorated with a triangular band of various hardstones, enclosing a panel of moss-agate, sides and underside similarly decorated as cover, gold mounts chased with stylised laurel bands, *length 9cm.*

£3,000 - 4,000

€3,800 - 5,100

**Provenance**

Sold by the Estate of Lady Elizabeth Clyde, and was possibly a gift from her father, Gerald, 7th Duke of Wellington. Part of the Duke's Collection was sold these rooms, June 2013.



11

**A 19TH CENTURY FRENCH GOLD AND BLOODSTONE MOUNTED SNUFF BOX**

*by C P Petschler; Paris circa 1819-33*

Of D-form, the hinged cover set with a bloodstone panel within a stiff leaf frame, the sides chased with a flowerhead and bell husk band above artichoke and acanthus scrolls all on a matted ground, the base set with an unusual non-conforming cartouche-shaped bloodstone panel, *length 5.7cm.*

£2,000 - 3,000

€2,500 - 3,800





12

**A FINE LATE 18TH/EARLY 19TH CENTURY AGATE AND GOLD  
SNUFF BOX**

*unmarked, possibly Austrian or Italian*

Rectangular with canted corners, the cover with a central domed agate panel in a gold frame chased and engraved with roses on a matted ground, the rim of the cover with similar rose band above panels of acanthus scrolls spreading from anthemions and separated by anthemion pilasters, the base set with a bevel edged matching agate panel, *length 8.8cm*.

**£8,000 - 12,000  
€10,000 - 15,000**

For a hardstone and gold mounted box of similar fineness and also without hallmarks, see a Ducal Collection of Hardstone and Gold Boxes; Collected by the 7th and 8th Dukes of Wellington, these rooms 19 June 2013, ex lot 8.



13

**IMPERIAL AUSTRIAN INTEREST: A LATE 19TH CONTINENTAL GOLD SMOKING SET**

*supplied by the Austrian Crown Jeweller A E Kochert, the cigarette case with post-1891 Viennese import mark*

each with simulated bark finish and set with white and red paste brilliants, the interior of the cigarette case engraved with D D cipher under a coronet and: "FROM H I & R H THE ARCHDUKE FRANZ FERDINAND OF AUSTRIA, JUNE 1897," the vesta with similar cipher, contained in a fitted leather case, *length of cigarette case 9.5cm, vesta case 4.5 cm, weight 131.5gms.* (2)

**£1,500 - 2,500**

**€1,900 - 3,200**

For a history of the firm A. E. Köchert, see the following lot.

The monogram is that of Rudolph Robert Basil Aloysius Augustine Fielding, 9th Earl of DENBIGH 8th Earl of Desmond GCVO TD JP DL (26 May 1859 – 25 November 1939). He was the son of Rudolph William Basil Fielding, 8th Earl of Denbigh and Mary Berkeley.

Denbigh gained the rank of Captain in the service of the Royal Horse Artillery; he fought in the Egypt Campaign in 1882 and was decorated with the award of the Order of the Nile (3rd Class). He succeeded to the title of 9th Earl of Denbigh on 10 March 1892. He served with the Honourable Artillery Company between 1893 and 1933 and gained the rank of Colonel-Commandant. He held the office of Member of the London County Council between 1896 and 1898 and held the office of Lord-in-Waiting between 1897 and 1905.

It was during this time that he encountered Franz Ferdinand, Archduke of Austria-Este, and Royal Prince of Hungary and of Bohemia and heir presumptive to the Austro-Hungarian throne. The archduke is most well known for his morganatic marriage to the beautiful Sophie, Countess Chotek of Chotkov and Wognin, and the couple's untimely death on 28th June 1914, which sparked off a chain of events that lead to the Great War.





14

**A RARE 19TH CENTURY AUSTRIAN LAPIS LAZULI, GOLD AND ENAMELLED SNUFF BOX**

*by Emanuel Pioté, Vienna 1826*

Rectangular, the cover and base each set with a lapis lazuli panel within a chased stiff leaf frame, the convex sides decorated in elaborate relief and multi coloured cloisonné enamel flowers with black enamelled acanthus leaves to the corners, *length 7.5cm*.

**£10,000 - 15,000**

**€13,000 - 19,000**

For similar multi-coloured enamel floral decoration on gold by Emanuel Pioté (active 1813-1851) see an impressive hunting sword made for one of the counts Hoyos-Sprinzenstein (his coat of arms forms part of the decoration) now in the Metropolitan Museum of Art (Rogers Fund, 1948 Accession Number: 48.26a, b).

The scabbard locket of the sword is inscribed Pioté et Köchert for the partnership between Emanuel Pioté and Heinrich Köchert, formed in 1831. In 1851, Heinrich's son Alexander joined the partnership and later, in 1869, the firm became A. E. Köchert, Jewellers to the Crown. For further details of the various marks and company names registered; see pages 120 and 147, Waltraud Neuwirth, *Viennese Silver Makers' and Company Marks, 1781-1866* (Vienna 2002).



15

**A LOUIS XV GOLD AND ENAMELLED BOX**

*by Jean Etienne Blerzy, Paris 1776*

Rectangular with rounded ends, the cover and base each with a central Royal Blue guilloché panel within a white band and a translucent red and green enamelled laurel and berry border, the sides with a similar fruiting garland above Royal Blue guilloché panels separated by leaf and berry hung pilasters, length 9.2cm, weight all-in 106.5gms.

£12,000 - 18,000

€15,000 - 23,000

16\*

**A LOUIS XV GOLD BONBONNIERE**

*by Nicolas Marguerite, Paris 1781/82*

Circular form, the pull-off cover decorated with central sunflower motif on a pelleted and stellar ground within an outer relief beaded band, sides and underside similarly decorated as cover, diameter 4cm, weight 41gms.

£3,000 - 5,000

€3,800 - 6,400





17

**A LOUIS XV VARI-COLOURED GOLD SNUFF BOX**

*by Charles Dallemagne, Paris 1786*

Ovoid form, the hinged cover now set with a carved agate cameo of Sappho within a yellow gold laurel border and rose gold frame flanked by lemon gold laurel sprays on a pelleted and stellar ground within a border of rose and lemon gold scrolls, foliage and flowers, the sides with a similar border above pelleted and stellar panels interrupted by floral basket pilasters, the underside similarly decorated, *length 7.5cm, weight all-in 114gms.*

£8,000 - 12,000

€10,000 - 15,000



18\*

**AN EARLY 19TH CENTURY FRENCH GOLD SNUFFBOX**

*by Augustin-André Héguin, Paris circa 1815*

Curved rectangular form, the cover embellished with engine-turning in a rectangular panel, enclosed by a chased border of foliate scrolls, flowerheads and acorns on a matted ground, sides and underside similarly embellished as cover, *length 8cm, weight 99gms.*

£3,000 - 5,000

€3,800 - 6,400

Illustrated by Kenneth Snowman in both editions of *Eighteenth-century gold boxes of Europe*. In the 1966 edition it appears as plate 419, owned by Mr and Mrs Gerry Albertini, Ibiza and by the 1990 edition (plate 520), it had been sold by Wartski to the parents of the current vendor.



19

**A 19TH CENTURY SWISS GOLD AND ENAMELLED SNUFF BOX**

*by Bautte and Moynier, Geneva circa 1821-26, engraved to rim Bautte & Moynier à Geneve*

Rectangular with scalloped edge, the cover and base each with a central navy champlévé enamel floral arabesque panel surrounded by floral and acanthus decorated cushioned flutes extending down the sides, *length 8cm, weight 160gms.*

£12,000 - 18,000

€15,000 - 23,000



20

**A 19TH CENTURY SWISS "ORIENTAL" MARKET GOLD AND ENAMELLED SNUFF BOX**

*with later French marks*

Rectangular, the cover finely decorated in painted *champlévé* and *basse-taille* enamel with a Chinoiserie scene of a potentate being carried in sedan chair under an umbrella on a grassy ground with pagodas in the landscape background within an engraved *rocaille* border heightened in blue and red enamel, the convex sides and underside profusely decorated in the similar with enamelled butterflies, birds and flowers including roses, convolvulus, carnations, passion flowers and forget-me-nots, *length 6cm, weight 43.5gms.*

£4,000 - 6,000

€5,100 - 7,600



21

**AN 18TH CENTURY ENAMELLED GOLD CAGE  
WORK SNUFF BOX**

*the rim with the discharge mark of tax fermier Louis  
Robin 1738-44,*

Rectangular, the gold mounts chased with wavy  
and floral decoration heightened in multi-coloured  
enamel, now set with moss agate panels, *length*  
*6.5cm.*

£12,000 - 18,000

€15,000 - 23,000



22

**A 19TH CENTURY DIAMOND-SET AGATE AND  
GOLD-MOUNTED SNUFF BOX**

*unmarked, probably German*

Circular, the cover with a striated agate panel in  
browns, pinks and greys with bands of translucent  
quartz within an elaborate relief scrolling mount,  
the rim set with old rose cut diamonds, with wavy-  
edged gold hinge mount on a carved striated agate  
base with bombé sides, *diameter 8cm.*

£3,000 - 5,000

€3,800 - 6,400





23

**A 19TH CENTURY MALACHITE AND GOLD  
CAGE WORK SNUFF BOX**

*unmarked, probably circa 1830*

Rectangular with rounded corners, the cover set with a malachite panel now mounted with a Royal cipher with two crossing foliate bands, with reeded mounts, the sides and base with similar malachite panels, *length 9cm.*

£2,000 - 3,000

€2,500 - 3,800



24 Y Φ

**A 19TH CENTURY CONTINENTAL GOLD AND  
ENAMELLED SNUFF BOX**

*with later French marks*

Rectangular with canted corners, the cover set with a central portrait miniature on ivory of a woman in a powdered wig, under glass with a foliate enamelled frame on a pink enamelled ground simulating moss agate within a red, green, blue and white enamelled foliate border, the sides with similar enamelled "moss agate" style panels separated by translucent green enamelled foliate pilasters, *length 7.3cm.*

£2,000 - 3,000

€2,500 - 3,800



25

**AN UNUSUAL MID-19TH CENTURY RUSSIAN  
HARDSTONE AND SILVER-GILT SNUFF BOX**

*Assay master Alexander Moor, St Petersburg 1856*

Ovoid form, the carved agate cover with radiating gadroons and ribbed silver-gilt mount decorated with relief strapwork and applied shell thumbpiece, the sides and base with similar decoration, gilt interior, *length 7.9cm.*

£2,000 - 2,500

€2,500 - 3,200



26

**A 19TH CENTURY FRENCH SILVER-GILT AND  
ENAMELLED COMPACT**

*with boar's head mark twice*

Circular, the cover finely painted with a maiden in the clouds in diaphanous gown and with flowers in her hair attended by an amorino, within a painted 'pearled' frame with grotesques scrolls on a black ground heightened with a mass of tiny gilt dots, the silver-gilt mount with stiff leaf edge, interior engraved: "Violettes. Paris. 18 Avril 1880," the compressed spherical body painted with a oval panel of an amorino in the clouds surrounded by architectural scrolls in pinks, blues and greens on similar gilt heightened ground, *diameter 5cm.*

£3,500 - 4,500

€4,500 - 5,700





27

**A 19TH CENTURY SWISS GOLD AND ENAMELLED "TURKISH MARKET" SCENT BOTTLE**

*unmarked*

Amphora form, decorated in black, blue and pink champlevé enamel with white highlights, suspended from chains with black champlevé enamel decoration, *height suspended 6cm.*

£1,500 - 2,000

€1,900 - 2,500

28

**A 19TH CENTURY GOLD AND TURQUOISE-SET NOVELTY VINAIGRETTE**

*unmarked, possibly Swiss*

Compressed baluster form, each side with stiff leafed cap and neck above a girdle of turquoise cabochons with applied roses and leaves below, all on a matted ground, the interior with a foliate lattice grille, with chain suspension, *height suspended 4cm.*

£1,800 - 2,200

€2,300 - 2,800



29

**A 19TH CENTURY FRENCH VARI-COLOURED GOLD AND TURQUOISE-SET VINAIGRETTE**

*Reims, circa 1819-38,*

Ovoid, the cover with a central turquoise "flower" on a matted ground surrounded by rose and white gold flowers with lemon gold leaves all within a lemon gold stiff leaf border, the red gold sides ribbed and with lemon gold stiff leaf bands, the pierced and engraved grille with an urn surrounded by scrolling foliage, *length 3.3cm.*

£3,000 - 4,000

€3,800 - 5,100





30

# **A LOUIS XV ROCK CRYSTAL AND GOLD SCENT BOTTLE**

*by Jacque-Jean-Baptiste Stalling, Paris 1754*

The stopper formed as a flower within an escutcheon on a round base with geometric decoration conforming to the gold neck mount with octagonal sides chased with flowerheads, on a flattened baluster-form rock crystal body with scroll edge, cased, *height 12cm.*

**£2,500 - 3,500**

**€3,200 - 4,500**



31

# **A 19TH CENTURY AGATE AND GOLD MOUNTED FOB SEAL, CHAIN AND WATCH KEY**

The seal with agate matrix engraved with the arms of an Archbishop in a rocaille floral relief-decorated mount and the shank, the similarly decorated suspension ring and acanthus mount on four gold chains with a guard decorated with a hound chasing a rabbit, the other end with reeded clasp and rocaille floral relief-decorated ring and watch key with agate mount engraved W H to one side and with Masonic dividers to the reverse, *length extended 34cm, weight total 68.5gms.*

**£3,200 - 3,800**

**€4,100 - 4,800**

The arms are those of William HOWLEY (1766–1848), clergyman in the Church of England. He served as Archbishop of Canterbury from 1828 to 1848.

Howley was Archbishop during three of the biggest British parliamentary reforms of the 19th century: the repeal of the Test and Corporation Acts (1828), the Emancipation of the Catholics (1829) and the passing of the Great Reform Act (1832). The bishops in the House of Lords were generally opposed to all three measures, and as the highest bishop, Howley was their spokesman. His heart-felt opposition to the Great Reform Act led to his carriage being attacked in the streets of Canterbury.

Archbishop Howley also presided over the coronation of William IV and Queen Adelaide in 1831 and on 20 June 1837, accompanied by the Lord Chamberlain, went to Kensington Palace to inform Princess Victoria that she was now Queen of Great Britain and Ireland.

He was an active English Freemason, having joined the 'Royal York Lodge' in Bristol on 21 December 1791, aged 25, and served the lodge regularly until his elevation to the episcopate took him to London.



32

**AN UNUSUAL LATE 18TH/EARLY 19TH CENTURY  
AMETHYSTINE QUARTZ AND GOLD MOUNTED  
POWDER ETUI**

*unmarked*

Of inverted baluster form, the domed quartz cover with hatched decoration and wavy gold hinge mount opening to reveal a gold fitted interior with capped cylindrical receptacle and a gold spoon, the quartz body with similar hatched decoration, gold push button release and foot, *height 6.5cm.*

£2,800 - 3,200

€3,600 - 4,100



33

**SIX GEORGE III CHELSEA PORCELAIN FOB  
SEALS**

The first modelled as a standing putto with the motto, "MON AMOUR EST BADIN," with gold mounted hardstone matrix, the second, modelled as a seated putto with the motto, "FAVORI DE L'AMOUR," the third modelled as a heart encircled by a serpent, "JE LA TIEN EN SEBRE," the fourth modelled as a putto seated on a wall with a bucket of hearts and a rubbed motto, "... DISPOSE," the fifth a Commedia del'arte figure playing a flute, with the motto "TOUJOURS GAY," and the sixth modelled as a bacchic putto astride a barrel and the motto "LA VIN RANIME L'...", lacking matrix, *height of tallest 3.5cm.* (6)

£3,500 - 4,500

€4,500 - 5,700







34 Y Φ

**A RARE 18TH CENTURY SILVER NOVELTY  
"TURK" ETUI**

*apparently unmarked, possibly Dutch*

The case realistically formed as an Ottoman courtier, with turbaned head and one arm across his body, his torso lifts to reveal a fitted interior with ruler, penknife, scissors, ivory writing slip, tweezers and pencil holder, *height 12.7cm.*

£2,500 - 3,500

€3,200 - 4,500



35

**BALLOONING INTEREST: A 19TH CENTURY  
LACQUER AND SILVER MOUNTED LACQUER ETUI**

*with later French marks*

The cover painted on one side with a scene of the preparation of "The Royal Vauxhall" balloon and the other with horses pursuing the balloon in flight whilst the body has a scene of the successful landing of the craft, elegantly dressed men descend from the gondola, the interior fitted with a pen knife, scissors, a spoon, ruler, bodkin and ear pick, *height 9cm.*

£1,500 - 2,000

€1,900 - 2,500

The red and yellow stripes of the envelope identify the coal gas balloon as that of Charles Green (1785 - 1870). In 1836, he set a major long distance record in the balloon "Royal Vauxhall", flying overnight from Vauxhall Gardens in London to Weilburg, Duchy of Nassau (Germany) a distance of 480 miles: this record was not broken until 1907.



36 Y Φ

**A LATE 18TH/EARLY 19TH CENTURY GOLD  
ETUI**

*possibly Dutch, with Austrian tax mark for 1806*

The arc-en-arbalette sides with chased flowers amongst architectural scrolls separated by fishscale bands applied with reeded bands, the interior fitted with a penknife, ear pick, a reeded pencil and nib holder, an ivory writing slip, tweezers, scissors and a snuff spoon, *height 9.2cm.*

£3,000 - 4,000

€3,800 - 5,100



37

**A GEORGE III 18-CARAT VARI-COLOURED GOLD SNUFF BOX**

*by A J Strachan, London 1812*

Rectangular, with geometric engine-turned decoration within lemon gold relief borders with oak leaves and acorns, with shell and acanthus thumbpiece, length 7.8cm, weight 120.5gms.

£5,000 - 7,000

€6,400 - 8,900

38

**AN EARLY 18TH CENTURY SILVER JACOBITE BOX**

*mounted with a medal by T Rawlins*

Cartouche form, the cover set with a medallion depicting King Charles I and Queen Henrietta Maria under glass, surrounded by Jacobite symbols: the sun crowned, a broken sceptre and sword, the executioner's axe, the Book of Common Prayer, the scales of justice broken and a crown rent by an orb, all within a reeded mount, plain convex sides and engraved underside, length 8cm.

£3,000 - 4,000

€3,800 - 5,100



39

**A GEORGE IV 18-CARAT VARI-COLOURED GOLD PRESENTATION SNUFF BOX**

*by A J Strachan, London 1824*

Rectangular, the cover set with a later central panel engraved; "PRESENTED TO HENRY T P DUMAS AS TOKEN OF ESTEEM BY FIFTEEN OLD PUPILS OF D & W, 1ST JANUARY 1875," on an elaborate rose gold relief ground with profuse ho-ho birds, flies, cornucopiæ and caducei all amongst scrolling acanthus, with a yellow gold oak leaf and acorn frame and rose gold maskhead thumbpiece, the convex sides and base with wavy engine-turning, the interior with further detailed presentation inscription, *length 11.2cm, weight 332gms.*

£6,000 - 8,000

€7,600 - 10,000



40

**A 19TH CENTURY ITALIAN GOLD, HARDSTONE AND GOUACHE MOUNTED BONBONNIÈRE**

the circular pull-off cover mounted with a gouache depicting Mount Vesuvius at night and dated 1822, under glass on brecciated grey and white agate with reeded gold mount, the base of similar agate with gold mounts, *diameter 6.8cm.*

£2,000 - 3,000

€2,500 - 3,800







41

**A RARE PAIR OF GEORGE III SILVER-GILT SNUFF BOXES**

*by George Smith II and Thomas Hayter, London 1800*

Each of ovoid form, the flush hinged covers with central navette-shaped reserve surmounted by a vase of flowers and flanked by scrolls and garlands with an open book below, all on a rayed ground within a floral and patera border, the sides with floral garlands, the undersides with central patera on rayed ground, *length 8.8cm.* (2)

£8,000 - 12,000

€10,000 - 15,000

42

**A GEORGE III GOLD AND AGATE MOUNTED  
SNUFF BOX**

*unmarked*

Rectangular, the cover set with a dark grey agate panel with wavy hinge mount, the bombé sides with geometric engine-turning, the underside set with a dark grey agate panel with bevelled edge, *length 5.2cm.*

£2,000 - 3,000

€2,500 - 3,800



43

**A GEORGE IV MICROMOSAIC AND SILVER  
SNUFF BOX**

*by John Linnit, London 1821*

Rectangular, the cover set with a micromosaic depicting the Coliseum at Rome, within a cast roccaille floral frame, the sides and base with wavy engine-turning, gilt interior, *length 7cm.*

£1,800 - 2,200

€2,300 - 2,800





44

**AN EARLY 19TH CENTURY ROMAN  
MICROMOSAIC PANEL OF AN EAGLE**

Rectangular with canted corners, finely detailed tesserae depict an eagle with outswept wings disembowelling a hare, set in a silver tray frame, in a blue leather case, *height 4.9cm, length 8cm*.

£3,000 - 4,000

€3,800 - 5,100

The name that is crudely inscribed on the back of the plaque is that of Edith Mary Tracy (1863 - 1945) who was married to her first cousin Rev. William Borrer Tracy (1862 - 1913). William Tracy was the grandson of the eminent botanist William Borrer (1781 - 1862) of Barrow Hill, Sussex. His father Rev. Fredrick Francis Tracy (1828 - 1888), inherited Borrer's considerable collections and cabinets as well as the estate of his brother-in-law, Dawson Borrer. Whereas William Borrer himself never left England, Dawson Borrer travelled widely, and in particular spent time in Italy, where he collected bird specimens and hunted.



45

**A 19TH CENTURY MICROMOSAIC AND GOLD-  
MOUNTED BLACK PORPHYRY BONBONNIÈRE**

*by Camillo Picconi, Rome circa 1815*

Circular, the cover set with a micromosaic depicting the Temple of the Sibyls at Tivoli with a gentleman in blue coat prone in the foreground, with gold frame and mounts (fractures and losses), *diameter 8cm*.

£3,500 - 4,500

€4,500 - 5,700



46

**A LOUIS XV GOLD, ROCK CRYSTAL AND  
MICROMOSAIC MOUNTED BONBONNIÈRE**

by Joseph Dumont, Paris 1776

the cover set with an early micromosaic with irregularly sized and shaped monocolour tesserae depicting The Doves of Pliny on a black/grey ground with terracotta border with gold mount embellished with chased acanthus leaves, the base with rock crystal sides, chased acanthus mounts and set with a floral micromosaic panel, height 3cm, diameter 5.8cm.

£10,000 - 15,000

€13,000 - 19,000

Given that so few micromosaics are signed or dated, one has to look more into the style and technique for identification. The use of irregularly shaped mono-colour tesserae, with the "flatness" of the background in the present lot suggests that the plaque was executed close to the date of the gold mounts. The earliest recorded micromosaics were by the artist Giacomo Raffaelli, the British Museum holds a plaque of the same subject by him that is dated 1779. For an in-depth survey of the use of tesserae please see Judy Rudoe, "Mosaico in Piccolo: Craftsmanship and Virtuosity in Miniature Mosaics," p. 27ff in Jeanette Gabriel, *The Gilbert Collection Micromosaics* (London 2000).

The subject matter of Pliny's Doves was one of the most popular in the revival of mosaic in Rome. Pliny's describes in his 'Natural History' (XXXVI, 25) a mosaic by Sosus with 'a dove, greatly admired, in the act of drinking, the shadow of its head reflected in the water, while other doves are sunning and grooming themselves on the edge of the bowl'.

The original mosaic Pliny admired has never been discovered, although in 1737 Cardinal Guiseppe Furietti discovered a fragment of mosaic at the Villa Adriana in Tivoli matching that description. After Furietti's death, his heirs sold two centaurs and the mosaic for 14,000 scudi to the Museo Clementino.



Lot 46 (base)



47

**A LOUIS XV GOLD, HARSDTONE, ABALONE, MOTHER OF PEARL AND SILVER-GILT MOUNTED SNUFF BOX**

*By Antoine Daroux, Paris 1747*

Rectangular, the cover set with a mother of pearl panel relief carved with a scene of a tented army camp inlaid with gold, agate abalone shell and stained mother of pearl to depict an officer being offered a drink by a maid from a barrel within a silver-gilt frame with wavy moulded edges, the side panels with similarly decorated mother of pearl panels depicting marshal trophies, the underside panel with an officer at rest under a tree surveying both inlaid and engraved rows of tents, *height 4cm, length 8cm.*

£20,000 - 25,000

€25,000 - 32,000



The State Hermitage in St Petersburg holds a box by Etienne Ternel, Paris 1749-50, that has similarly moulded gold mounts and uses the same technique of relief decorated mother of pearl panels that are inlaid with further coloured mother of pearl, gold and hardstones, cat. no. 56 in *Jewellery of France from the 18th to early 19th centuries* (The State Hermitage Publishers 2012). This box was also illustrated by Snowman, plates 240 and 240A, *Eighteenth Century Gold Snuff Boxes* (London 1990). The scenes depicted are Chinoiserie but the style and technique are almost identical, especially the leaf canopies of the trees.

A box with almost identical military camp iconography was sold by the late Baron Maximilien de Goldschmidt-Rothschild and the Baronne de Becker, Sotheby's Monaco, 29th November 1975, ex lot 136. The cover of the box has a scene of millers filling sacks of grain whilst the underside has the same three conical-form tents with a standing guard.











#### AUSTRO-HUNGARIAN SILVER AND ENAMELS

48 ≈

##### **A PAIR OF EARLY 20TH CENTURY CONTINENTAL SILVER-GILT AND ENAMELLED MODELS OF A COCK AND HEN**

*apparently unmarked, possibly Viennese*  
Each realistically modelled with enamelled head  
and neck, the wings channel set with varying pink  
and rose coloured gems including rubies, raised on  
square rose quartz socles, height of cock 14cm, hen  
10cm.

£5,000 - 7,000

€6,400 - 8,900

49

##### **AN EARLY 20TH CENTURY CONTINENTAL PEARL-SET SILVER-GILT AND ENAMELLED MODEL OF A CAMEL**

*with Austrian import mark for 1901-21*  
Realistically modelled with woven wirework paniers  
of baroque pearls, standing on a base of lapis lazuli  
set in a silver-gilt frame decorated with purple, green  
and black foliate champlevé enamel with a band of  
purple gems, height 8.5cm, length 7cm.

£2,500 - 3,500

€3,200 - 4,500



50 ≈

**A LATE 19TH/EARLY 20TH CENTURY  
CONTINENTAL AGATE AND ENAMELLED  
SILVER-GILT BOWL**

*apparently unmarked*

Ovoid form, the silver gilt rim applied with a bird of prey with outswept wings channel set pink and rose coloured gems including rubies, with green gem-set foliage, raised on a domed foot decorated in champlevé flowers and foliage, *height 7.5cm, length 11cm.*

£5,000 - 7,000

€6,400 - 8,900

51 ≈

**AN EARLY 20TH CENTURY CONTINENTAL  
GEM-SET SILVER-GILT AND ENAMELLED  
MODEL OF A PEACOCK**

*apparently unmarked, probably Austro-Hungarian*

Realistically modelled with an enamelled head and neck, the wings channel set with pink and rose coloured gems including rubies, the tail inset with sapphires, *height 9cm, length 17cm.*

£3,000 - 5,000

€3,800 - 6,400





52

**A 19TH CENTURY AUSTRIAN SILVER-GILT AND ENAMELLED WAGER CUP**

*by Leopold Weininger, Vienna, circa 1883-86*

The swivel mounted enamelled cup decorated with two reserves with scenes of Venus, one with a satyr, the other with a young man, on a pink ground profusely painted with grotesque angels amongst foliate scrolls, raised on two cast silver-gilt eagle supports held aloft by a young maiden wearing a ruff and bodice, her skirt formed as an upturned enamel cup, each side with an oval reverse, one painted with Venus and Mars, the other with Diana the huntress, on a pink ground profusely and grotesquely decorated with angels, amorini, geese, griffins and bacchanalian masks amongst scrolls, *height 19.5cm*.

**£3,000 - 5,000**

**€3,800 - 6,400**

Leopold Weininger was made master in 1883 and died in 1922. He was the father of the philosopher Otto Weininger. Emil Lucka, a colleague of Otto's, wrote in Leopold's obituary in the *Neue Freie Presse*: "He is the last of the lineage of the great goldsmith Benvenuto Cellini."

The Museum of the Medeiros e Almeida Foundation in Lisbon holds what might be considered Weininger's master piece; an enormous rock crystal and enamelled silver clock made for Empress Sissi of Austria.





53

**A 19TH CENTURY AUSTRIAN ROCK CRYSTAL AND ENAMELLED SILVER-GILT TREFOIL EWER AND STAND**

*by Hermann Ratzersdorfer, Vienna circa 1886-91*

The silver-gilt spout with cast and enamelled gadrooned decoration on a straight neck with relief renaissance style profile portraits within enamel laurel wreaths on a body formed of three bulbous rock crystal panels carved with low relief flowers and scrolls held by red and white enamelled ropetwist frames and separated by bearded mask heads with red, black, green and white foliate scroll crowns, the handle formed as a mythical serpent with white scales, the spout with eagle terminal and satyr mask mount, all raised on three cast satyr supports with tortoises at their feet around a triangular column with vari-coloured basse taille enamelled decoration on a pointed trefoil base with similar enamel, the base conforming to the central rock crystal panel in the stand plate, surrounded by satyr mask heads and panels centred by renaissance style profile portraits within enamelled laurel wreaths flanked by seated satyrs playing with butterflies all within red and white enamelled ropetwist borders, *height 20cm, diameter of stand 15cm.*

£20,000 - 30,000

€25,000 - 38,000

For a note on Herman Ratzersdorfer, see lot 57.



54

**A 19TH CENTURY AUSTRIAN ROCK CRYSTAL, SILVER-GILT AND ENAMEL MODEL OF A PEACOCK**

*by Hermann Ratzersdorfer, Vienna circa 1886*

The realistically modelled silver head and neck mounted on a rock crystal body with low relief carved decoration of stylised feathers and foliage within enamelled silver-gilt cage-work, with silver-gilt outswept tail applied with bosses centred with translucent red and green roundels, raised on realistically modelled legs and feet, height 32.5cm, length 19cm.

£12,000 - 15,000

€15,000 - 19,000

For a note on Hermann Ratzersdorfer, see lot 57.



55

**AN UNUSUAL LATE 19TH CENTURY GERMAN SILVER AND SILVER-GILT DOUBLE WAGER CUP,**

*unmarked*

Modelled as a standing figure of a renaissance gentleman holding aloft the drinking cup embossed with floral garlands, resting on a separate stand and terminating in grassy base of circular form, height 37.5cm, weight 40oz.

£3,800 - 4,800

€4,800 - 6,100



56

**A LATE 18TH CENTURY HUNGARIAN SILVER AND PARCEL-GILT DRINKING CUP,**

*maker's mark ISB, possibly Mi(u)nakacs 1797*

modelled as a peacock and with chased with feathers in silver and silver-gilt, standing on a domed oval base, embossed with flowers, dragonfly and a butterfly, with pull-off head, *weight 29oz.*

**£10,000 - 15,000**

**€13,000 - 19,000**

For a similar example, see Judit H. Kolba *Hungarian Silver, The Nicolas M. Salgo Collection* (London 1996), plate number 99, page 122.





57

**A NEAR PAIR OF 19TH CENTURY AUSTRIAN ROCK CRYSTAL AND ENAMELLED SILVER-GILT CARICATURE MODELS OF MUSICIANS**

*by Hermann Ratzersdorfer, Vienna, circa 1885*

Each with pull-off carved rock crystal head with champlevé and basse taille enamel decorated collar on bulbous rock crystal bodies relief-decorated with flowers and scrolls, applied with silver-gilt and enamelled arms holding musical horns, raised on enamelled legs in boots raised on oval crystal bases with figures of monkeys playing the violin and with champlevé and basse taille enamel decorated rims, height 22cm. (2)

£50,000 - 70,000

€64,000 - 89,000



Hermann Ratzersdorfer (1815-91) registered a company, in 1843, for the production of Rococo fancy goods. Two years later, after exhibiting a wide range of objects at a Viennese trade exhibition, Wiener Gewerbeprodukten Ausstellung, he was permitted to registers a mark and become part of the guild. Although Hermann appears to have retired from the business in 1881, it was continued by his son Julius using the same marks, see Waltraud Neuwirth, *Viennese Silver 1781-1866* (Vienna 2002), pages 104 and 248.

Ratzersdorfer won medals at the London Exhibition of 1851 for "a toilet glass in massive wrought and embossed frame of elaborate and choice workmanship," and at Paris in 1855, he gained a 2nd class medal. For the 1873 Exhibition in Vienna, he was awarded a diploma of honour for his vast array of items, described by the French judges as "... des coupes, des coffrets ..., des cabinets de cristal de roche ..., des hanaps ... ornés de délicieuses peintures sur émail très-fines, imitant la belle époque de la Renaissance allemande."



58

**A 19TH CENTURY AUSTRIAN SILVER AND ENAMELLED COVERED VASE**

*by Hermann Boehm, Vienna circa 1885*

The cover with enamelled silver finial of a classical maiden on a slightly domed base with two reserves painted with scenes of Venus at her Toilet with silver pie-crust border, the compressed spherical body painted with various classical scenes of learning on a pink ground painted with flowers and scrolls with applied enamelled silver bands with scrolls and mask heads, raised on a silver column with upper and lower basse taille enamelled strapwork with knight supporters all on a domed foot painted with four further scenes of Venus at her Toilet , height 41cm.

£14,000 - 18,000

€18,000 - 23,000





59

**A 19TH CENTURY AUSTRIAN SILVER AND ENAMELLED DESK SET OF INKWELL AND CANDELABRA**

*by Leopold Weininger, Vienna, circa 1883-86*

The inkwell of shaped-oval form, with watch in a central gallery mount, the base painted with an elaborate *fête champêtre* scene within a relief border painted with colourful foliate scrolls, with twin lobed ink bottles painted with similar *galante* scenes, the silver-gilt mounts with relief flowerheads and scrolls, raised on scroll feet, the candelabra with cast silver-gilt amorino finials on lobed and knopped painted enamel stems with cast silver-gilt scrolling arms supporting painted enamel capitals and drip pans, raised on circular base painted with *fête champêtre* scenes within painted relief border and scroll-decorated silver-gilt mounts on scroll feet, *height of candelabra 25.5cm, length of inkwell 26cm.* (3)

£10,000 - 15,000

€13,000 - 19,000

60

**A LATE 19TH/EARLY 20TH CENTURY CONTINENTAL ROCK CRYSTAL AND ENAMELLED SILVER-GILT EWER**

*apparently unmarked*

The egg-shaped rock crystal body engraved with Roman centurion profile medallions flanked by grotesque helmeted and winged mermaids above a silver-gilt girdle engraved and enamelled with foliage in white, orange, purple and black, separated by pale green cabochons, the lower part with similar grotesque engraved decoration on a stem formed of four translucent purple enamelled indented roundels centred by green cabochons on a domed rock crystal foot, the applied handle with enamelled dragon's head finial on an enamelled and gem-set body with Silenus maskhead, *height 29cm.*

£4,000 - 6,000

€5,100 - 7,600





## FOREIGN SILVER

61

### TWO 19TH CENTURY RUSSIAN SILVER TROMPE L'OEIL CIGAR BOXES

*the first by Piotr Abrosimov, Moscow 1880, and with later Soviet control marks, the second also Moscow 1880*

Each of rectangular form simulating a wooden tobacco box with paper tax labels, with gilt interiors, height of first 7cm, length 11.2cm, height of second 6.4cm, length 12.2cm, weight 25oz. (2)

£3,000 - 4,000

€3,800 - 5,100

62

### A 19TH CENTURY GERMAN PORCELAIN AND SILVER-GILT MOUNTED TANKARD

*in the early 18th century style, with pseudo Nuremberg marks*

Tapering body decorated with four maidens in a country landscape, two listening attentively to a young gentleman playing his mandolin, another having her brow mopped and the fourth attending to roses, the silver-gilt mounts with rocaille scrolls, handle formed as caryatid, cover applied with a seated cherub, height 25.5cm.

£4,500 - 5,000

€5,700 - 6,400



63

**A 19TH CENTURY FRENCH SILVER-GILT, PEARL AND GEM-SET RELIGIOUS CROWN AND SCEPTRE**

*by Poussielgue-Rusand, Paris circa 1860*

The crown with central orb topped by a pearl and gem-set cross finial, with pearl and gem-set strap work all within two rows of pearl-set lilies on bands decorated with leaves and flowers, the sceptre with cross finial set with pearls and brilliants on a knopped stem with bands of pearls and gems, *length of sceptre 52cm, diameter of crown 21cm.*

£4,000 - 6,000

€5,100 - 7,600





64

**A LATE 19TH CENTURY FRENCH SILVER-GILT AND GLASS  
TWO-HANDLED TUREEN ON STAND,**

*by Prevost, Recipon & Cie) incuse stamped "Mon Odiot 8539" last  
quarter of 19th century,*

The oval dish with open-work sides of floral garlands and  
cornucoppiae surmounted by doves, bead borders, the applied rope-  
twist handles with rams' head mask junctions, on four acanthus leaf  
hairy paw capped feet, the shaped and undulating base with laurel  
leaf and vacant ribbon-edged cartouches, on collet foot edged with  
vitruvian scrolls and raised on squat feet, *height 25cm, length 32cm,*  
*weight 55oz.*

£5,000 - 6,000

€6,400 - 7,600



65

**AN EARLY 19TH CENTURY FRENCH EMPIRE SILVER SWING-HANDLED BASKET**

*by Marc Augustin Lebrun Paris 1819 - 1838*

Of elongated oval form, finely cast sides with bands of trailing fruiting vine tendrils and swans with scrolling foliage tails flanking bulrushes issuing from a lotus-shaped vases, cast swing-handle formed a profusion of fruits, foliage, pine cones and wheat stalks, raised on spreading oval foot with over-lapping laurel leaves with bead/berry border above, centre engraved with crest beneath a plumed crown, height 14.5cm, length 40cm, weight 82oz.

£6,000 - 7,000

€7,600 - 8,900

66

**A LATE 18TH CENTURY SILVER COFFEE POT,**  
*stamped twice with town mark and twice with IG over B, possibly Swiss,*  
 Plain baluster form with domed hinged cover, cover applied with floral motif and the wood handle having daisy-shaped junctions to handles, raised on three double scroll feet, *height 28cm, weight total 27oz.*

£2,800 - 3,200

€3,600 - 4,100



67

**A MID 18TH CENTURY SWISS SILVER COFFEE POT**

*by Philibert Pottin (II), Lausanne circa 1750*

Plain baluster form, the slender spout capped with a grotesque head embellished with exaggerated acanthus leaf and terminating in a fluted junction, raised on three scroll feet and having a screw-off wood handle, engraved monogram with crest above, *height 26.5cm, weight 26oz.*

£2,800 - 3,200

€3,600 - 4,100

The crest is that of BOWMAN of Hethleton, Dorset and very similar to a crest granted in 1805 to BOWMAN of Scotland.





68

**AN EARLY 18TH CENTURY GERMAN SILVER TAZZA**

*by Zacharias Greiner, Augsburg 1735 - 1736*

The undulating and stepped rim with moulded scrolls, raised on a stepped shaped circular foot, height 7cm, diameter 24.5cm, weight 17oz.

£2,800 - 3,200

€3,600 - 4,100

69

**A LATE 18TH HUNGARIAN SILVER COFFEE POT,**

*maker's mark IG over and incuse Y, Pressburg 1786,*

Of ovoid section with side opening hinged domed cover, short angular spout with stepped and fluted junction, wood handle, raised on four leaf and "twig" scroll legs, height 20.5cm, weight total 17oz.

£2,800 - 3,200

€3,600 - 4,100





70

**A MID-18TH CENTURY ITALIAN SILVER FOOTED SALVER**

*by Bernardino Birelli, Rome 1734 - 1767, assay master Reverenda Camrea Apostolica,*

The large and plain top with slight raised edge with moulded rim, large engraved coat-of-arms to centre, *height 11cm, diameter 40cm, weight 50oz.*

**£18,000 - 22,000**

**€23,000 - 28,000**

The arms are those of DOTTORI, of Padua.





71

**AN EARLY 19TH CENTURY ITALIAN SILVER "SCALDINO" IN THE 18TH CENTURY MANNER**

*by O. Pini Florence, first quarter of 19th century,*

Oval form with plain sides and raised on four paw feet, the applied swing handle terminating in mask junctions wearing plumed tiaras, cover pierced with anthemion style motifs centred with entwined script initials in a roundel, all within a border of floral chainwork and surmounted by two wooden grips, with two paper labels "Collezione Bulgari Roma", height 14.5cm, length 24cm, weight total 54oz.

£12,000 - 15,000

€15,000 - 19,000





72

**A PAIR OF MID 18TH CENTURY BELGIAN SILVER CANDLESTICKS**

*by Adrianus Loridon, G(h)ent 1750*

The stems of inverted baluster form and terminating on high domed shaped square base, embossed with stylised shell motifs to columns and base edges, engraved with twin crests, *height 26.5cm, weight 21oz.*

£2,000 - 3,000

€2,500 - 3,800

73

**AN EARLY 17TH CENTURY SILVER-GILT GOBLET,**

*unmarked, possibly Hungarian, circa 1605*

Slender bowls set with three coins and engraved in the Dutch manner with a band of birds perched in trailing foliage, the sides further engraved with figure of Justice beneath "IVSTICIA" and a Gentleman beneath "DETENWIR VERKAVEEN" and a lady beneath "WEIN WOLT WIR LAVEEN", both facing each other, to engraved above the lower band "1" "4" "05", all above chased and embossed alternate masks between plain flutes on matted ground, screw-off base with flat chased band of acanthus leaves, *height 14cm, weight 4.75oz.*

£3,000 - 4,000

€3,800 - 5,100

The engravings appear to be after etchings by Hans Sebald Beham (c.1500-c.1550), one is entitled "In case we should sell," the other "We will run to buy wine."

For a cup of similar design attributed to late 16th century Debrecen see Istvan Heller, *Ungarische und Siebenbürgische Goldschmiedearbeied* (Munich 2000), see colour plate 13, and page 158. Also from the same part of Europe is a beaker by Petrus Schnell II of Nagyszeben, it similarly inset with Roman coins, see Judit H. Kolba, *Hungarian silver, The Nicolas M. Salgo Collection* (London 1996) cat 36, p 58.





74

**AN 18TH CENTURY ITALIAN SILVER TAZZA “ALZATA”,**

*Genoa 1738,*

The plain screw-off top with moulded and sloping rim, centre engraved with a coat-of-arms beneath the motto “*Omina A Deo*”, raised on a domed and stepped foot, *height 19cm, diameter 29cm, weight 39oz.*

**£8,000 - 10,000**

**€10,000 - 13,000**





75

# **AN IMPORTANT LATE 18TH CENTURY MALTESE SILVER PRESENTATION SALVER**

*by Meli Saverio, Rohan Period 1775 - 1797,*

Plain circular with slightly everted rim, on four applied double scroll feet, centre finely engraved with the crowned shield of Malta flanked by a trophy of arms on an architectural pediment, inscription reads "TRIBUTO DI RICONOSCENZA DEL POPOLO MALTESE AL SIG R GRAHAM BRIGADIERE GENERALE DELLE TRUPPE ALLEATE NELL' ASSEDIO DI MALTA 1800", *height 5cm, diameter 44cm, weight 74oz.*

**£25,000 - 30,000**

**€32,000 - 38,000**

For a similar example, see Alaine Apap Bologna, *"The Silver of Malta"*, published by MAG Publications, 1995, page 116 plate number 329.

During the Maltese uprising against the French in 1798 the British Allies co-ordinated their efforts through a naval and land blockade. In the case of the former, this was conducted by Captain George Martin (1764 - 1847), eventual Admiral of the Fleet and commander of the Northumberland. The latter was undertaken by Brigadier General Thomas Graham, he was ordered to besiege the French garrison of Valletta. In view of the enemy's superiority in numbers, Graham was obliged to reduce the garrison by starvation rather than by assault, Although three months before the final surrender Graham was superseded by a senior officer, Major General Pigot, Graham remains accredited for the capture of Valletta.









76

**AN EARLY 20TH CENTURY JAPANESE SILVER  
SIX PIECE TEA AND COFFEE SERVICE  
TOGETHER WITH A TRAY,**

*stamped twice Japanese characters,*

Service of plain octagonal baluster form with sloping sides, raised on spread octagonal base, together with tongs, tray of shaped rectangular with domed sides and applied with thread border and integral handles, centre with spot-hammered surface, all pieces engraved with coat of arms, *weight 209oz. (6)*

**£6,000 - 8,000**

**€7,600 - 10,000**

This shield and crest were granted to CROWE of Brasted, Kent and also of Llanherne, co. Carmarthen. The later motto was used by BROWN, PEMBERTON and others.

77

**A JAPANESE SILVER BOWL/HAND BASIN**

*engraved under base with a peach, possibly a silversmith's mark,*

Shallow circular form and raised on collet foot, centre flat chased with six roundels around a central roundel and each engraved with stylised lotus flowers on a background of trailing chrysanthemums, further chased with a band of trailing foliage, *diameter 39.5cm, weight 76oz.*

**£3,000 - 5,000**

**€3,800 - 6,400**





78 Y Φ

**A CHINESE SILVER FOUR PIECE TEA AND COFFEE SERVICE TOGETHER WITH A CIRCULAR SALVER**

*by Hung Chong & Co., first half of 20th century, Of compressed circular and baluster form, all chased and embossed with bamboo shoots on stippled ground, the simulated bamboo handles with ivory insulators, weight 92oz. (5)*

£4,000 - 5,000

€5,100 - 6,400

79 Y Φ

**A LATE 19TH CENTURY CHINESE SILVER FOUR PIECE TEA AND COFFEE SERVICE**

*by Wang Hing, Hong Kong, also stamped with Chinese characters, a "chopmark"*

*compressed circular and baluster forms with ivory insulators, flared rims with tongue and dart border, and the sides finely chased and embossed in high relief with varying depictions of battle scenes on frosted ground, cast handles formed as dragons with four toes, hinged covers with dragon mask finials, plain spouts issuing from a mythical beast mask, all raised on an apron of acanthus leaves, weight 74oz. (4)*

£8,000 - 12,000

€10,000 - 15,000







80

**AN IMPRESSIVE CHINESE SILVER PUNCH BOWL,**

*maker's mark unrecorded, O reverse S or reverse S O circa 1900*

Hexafoil outline with pierced scalloped rim raised on collet foot, the lobed panels embossed and chased with flowers, Chinese pastoral life, and dragons around circular cartouches, one with presentation inscription "PRESENTED TO W W DICKENSON ESQ, BY SHUSHENPU, HOCHIENTMU, CHUN CHULING & LIANG CHUNG YUEN IN TOKEN OF THEIR GREAT ESTEEM SEPTEMBER 15th 1902", height 16.5cm, diameter 37cm, weight 70.oz.

£6,000 - 8,000

€7,600 - 10,000



## ELECTROPLATE

81

### AN UNUSAL MID 19TH CENTURY ELECTRO-TYPE AND PARCEL-GILT CASKET

*apparently unmarked, circa 1860,*

Octagonal bombé form, each panel depicting various elements and scenes of ancient Chinese life, the cover applied with coat of arms beneath a ducal coronet and on opposite side script T beneath ducal coronet, raised on eight squat bracket feet, lined with red velvet, *height 25cm, length 34.2 width 29.5cm.*

£2,000 - 3,000

€2,500 - 3,800

The crest and initial of Tailyour (Scottish).



## ENGLISH SILVER

82

### AN EDWARDIAN SILVER ARCHITECTURAL TABLE CENTREPIECE

*by Horace Woodward & Co. Ltd., London 1900*

The narrow base with raised central tapering square dais applied with "mirror" panels to each side and acanthus leaves between; one engraved with "M", the four fluted and lion mask capped columns support each intricate and elaborate branches and a central receiver, side of dais are putti with entwined fish tails supporting a torchère receivers (glass lacking), raised on six bracket feet with bead-edge oval cartouches with acanthus leaves atop, *height 59.5cm, length 55cm, weight total 175oz.*

£5,000 - 6,000

€6,400 - 7,600





83

**AN EDWARDIAN SILVER PILGRIM FLASK**

*by Elkington & Co., Birmingham 1905,*

Of flat ovoid baluster form, the lower section applied with lobed flutes within strap-work surrounds, and the slender neck with graduated and elongated flat loops, the close-linked chain attached to a female mask, hinged fluted knop cover surmounted with escutcheon finial, height 55cm, weight 151oz.

£20,000 - 25,000

€25,000 - 32,000



84

**ROYAL PRESENTATION: A VICTORIAN SILVER PUNCH BOWL**

*by Charles Stuart Harris, London 1878*

Modelled as a Montieth bowl with fixed rim and applied with baroque scrolls and anthemion motifs, the lower section embossed with concave swirled flutes above scallops, oval reserve flanked by fish scales and scrolls and engraved with elaborate HC or CH monogram beneath a coronet, and "FROM GRANDMAMA 1888", and Queen Victoria's cipher, height 22cm, diameter 30cm, weight 70.5oz.

£5,000 - 8,000

€6,400 - 10,000

85

**A VICTORIAN SILVER ASHBURNHAM PATTERN SALVER**

*by Hunt & Roskell, London 1870,*

Circular form, the applied cast border and inner bands formed as stylised arabesque and intricate trailing scrolls, on four short bracket feet, diameter 50cm, weight 112oz.

£2,500 - 3,000

€3,200 - 3,800





86 Y Φ

**A VICTORIAN SILVER ASHBURNHAM PATTERN FOUR PIECE  
TEA AND COFFEE**

*by John Samuel Hunt, London 1862, incuse stamped Hunt & Roskell,  
late Storr & Mortimer,*

Typical pattern and of baluster and compressed circular forms, gilt  
washed interiors to the two-handled sugar basin and milk jug, with  
ivory insulators to tea and coffee pots, *weight 80oz.*

£4,500 - 5,000

€5,700 - 6,400





87

**A FINE PAIR OF WILLIAM IV SILVER SOUP TUREENS AND COVERS**

*by Edward, Edward Jnr, John and William Barnard, London 1830,*

Of lobed oval and inverted form, each raised on naturalistic and elaborate frosted acanthus leaf supports with convolvulus sprays issuing from sides, the applied bold and bifurcated cast scroll handles with tendril ends and frosted acanthus leaf junctions, floral border, slightly domed covers chased and embossed with frosted acanthus leaves, the elaborate cast finials modelled as wheat sheaves, plough harrow, barrow and a basket, engraved with coat of arms to one side and presentation inscription opposite, "To Sir Thomas Sherlock Gooch Bart. from the gentry, clergy, and freeholders of the county of Suffolk in testimony of gratitude, respect, and esteem for his steady adherence to the principles which recommended him to their choice as one of their Representatives in seven successive Parliaments, for his indefatigable exertions in behalf of the landed interest, for his assiduous attention to his public Duties, and for his Promptitude & Zeal, on all occasions, in his service of his Constituents", *height 31cm, length handle to handle 43cm, weight 329oz. (2)*

**£25,000 - 30,000**

**€32,000 - 38,000**

**Provenance**

Benacre Hall, Suffolk, Sotheby's 9th May - 11th May 2000, lot 895

The arms and crest are those of Sir Thomas Sherlock Gooch, Bt, born 2nd November 1767. He married Marianne Whittaker on 12th May 1796 and raised three sons and three daughters. He succeeded his father's seat of Benacre Hall, Wrentham, Wangford and became 5th baronet. In total he represented the County of Suffolk in Parliament for 24 years. He died on 18th December 1851.

These soup tureens are recorded in the Barnards' day book Ledger. Sold to Edward Fuller Esq're, of Carleton Hall near Saxmundham, Suffolk for £210.0.0. See entry "The House of Barnard", by John P. Fallon see page 491, plate 630.





88 Y Φ

**A WILLIAM IV SILVER THREE PIECE TEASET AND TEA KETTLE ON STAND,**

*by Paul Storr London 1837, teapot and tea kettle both incuse stamped "Storr & Mortimer"*

Of lobed melon form and raised on short scroll feet, seven of lobes chased with elaborate flowers on a matted ground within lead-edged surround, the 8th lobe engraved with European family coat of arms within a similar surround, the teapot and kettle have cast finials modelled as an acorn on bed of oak leaves and ivory insulators to leaf-capped handles, sugar bowl and cream jug with gilt wash interiors, weight 152oz. (4)

£3,000 - 4,000

€3,800 - 5,100





89

**A WILLIAM IV SILVER PITCHER**

*by Robert Hennell London 1833,*

Classical form, the bulbous frosted body chased and embossed in high relief with scrolling foliage linked with flowers and draped around vacant cartouches, all above acanthus leaves, neck with spiral trailing fruiting vine tendrils above a calyx, and applied with large bead, the unusual scroll handle formed as a bird's claw surmounted with an acanthus leaf and moustachioed mask, raised on a spread foot chased with frosted leaves, *height 33cm, weight 34oz.*

**£3,000 - 4,000**

**€3,800 - 5,100**



90

**A GEORGE IV SILVER TWO-HANDLED VASE AND COVER**

*by John Bridge, London 1828*

Amphora form with tongue and dart border, the neck section finely cast with oak leaves and acorns on frosted ground, applied with twin hollow tubular handles terminating in fluted and heart-shaped motifs, the handle with palmette junctions, raised on spread foot applied with cast over-lapping acanthus leaves, domed cover with a knob finial embellished with acanthus leaves, *height 56cm, weight 135oz.*

**£5,000 - 6,000**

**€6,400 - 7,600**



91

**A PAIR OF GEORGE IV SILVER ROCOCO REVIVAL TWO-HANDLED SOUP TUREENS AND COVERS**

*by John Hoole, London 1829*

Each of lobed oval bellied outline with undulating sides and applied with gadroon borders, cast handles embellished with shell and acanthus leaves issuing from an openwork panel of auricular scrolls, raised on cast scroll-capped feet, separate domed covers embossed and chased with gadrooning interspersed with foliage and having detachable cast handles formed as an acanthus flower, engraved with coat of arms, *height 27cm, length handle to handle 42cm, weight 219.5oz. (2)*

**£15,000 - 20,000**

**€19,000 - 25,000**

The arms are those of the Scottish family of ERSKINE of Dun, co. Forfar



92

**A GEORGE III SILVER TWO-HANDLED WINE COOLER**

*by William Burwash & Richard Sibley, London 1810*

Part-fluted campana form with silver liner and detachable rim, the up-swept loop handles capped with acanthus leaves and terminating in Bacchus masks junctions, ovolo borders to rim and spread base, each side engraved with coat of arms and crest to detachable rim, *height 23cm, weight 106oz.*

**£8,000 - 10,000**

**€10,000 - 13,000**

The arms of Sir Thomas Dyke ACLAND (1787- 1871) inherited as 5th baronet of Columb-John in 1794. He married in 1808 Lydia Elizabeth, only daughter of Henry Hoare, banker of Mitcham Grove. He was MP for Devon 1812-31 and North Devon 1837-57.





93

**A GEORGE III SILVER TWO-HANDLED SOUP TUREEN AND COVER**

*by Samuel Hennell, London 1813*

Oval bellied form and raised on four acanthus leaf and paw feet, gadroon border and frosted acanthus leaf-wrapped handles, domed cover having twin-snake scroll handle capped with acanthus leaves and berries, presentation engraved "From my Mother & Sister on the day of The consecration of Christchurch April 26th 1838 B M Wagner", length handle to handle 39cm, weight 103.5oz.

£2,500 - 3,500

€3,200 - 4,500



94



94

**A SET OF FOUR GEORGE III SILVER SALT CELLARS**

by Paul Storr, London 1812 also incused stamped "808"

Oval bellied form with slanted gadroon border embellished with anthemions and acanthus leaf-edged shells, part fluted and raised on four lion paw feet with acanthus caps, gilded interior with blue glass liners, height 5.5cm, length 13cm, weight of silver 24oz. (4)

£4,000 - 6,000

€5,100 - 7,600

95\*

**A SET OF TWELVE GEORGE III SILVER DESSERT PLATES**

by Robert Garrard (I), London 1816

Shaped circular outline with applied gadroon borders, engraved with coat of arms, diameter 25cm, weight 243oz. (12)

£3,000 - 5,000

€3,800 - 6,400

The arms of James MAITLAND. 8th Earl of Lauderdale (1789 - 1839) displaying the symbols of Hereditary Banner Bearer of Scotland.



95



96

**A PAIR OF GEORGE III SILVER SAUCE TUREENS, COVERS AND STANDS**

*by Thomas Heming, London 1765/66*

Lobed oval form with gentle sloping sides, dishes and stands applied with sloping gadroon borders, covers with fixed handles, engraved with a crest, *length of stands 20.8 and length of dishes 17.2cm, weight 50oz. (6)*

**£7,000 - 8,000**

**€8,900 - 10,000**

The crest of BOOTY of Lackford, Suffolk.





97

**A PAIR OF GEORGE III SILVER SAUCE TUREENS AND COVERS**

*by Paul Storr, London 1801*

Of plain oval form and raised on spreading oval base, with slanted gadroon borders to edge and base, reeded loop handles and the slightly domed covers with fixed loop handles ending in simulated twig motif, height 16cm, length handle to handle 24cm, weight 60oz. (2)

£10,000 - 15,000

€13,000 - 19,000



98

**A GEORGE III SILVER TWO-HANDLED ICE PAIL**

*by Robert Garrard (I), London 1804*

Slightly tapering form with applied moulded bands and up-right handles,  
with separate rim with reeded band , *height 21cm, weight 43oz.*

£3,000 - 5,000

€3,800 - 6,400



99

#### A GEORGE III SILVER TWO-HANDLED PRESENTATION CUP

*maker's mark mistruck, mark of J.W Story & William Moulson, London 1812*

Campana form with handles cast as Cornucopias, upper rim engraved with a presentation inscription "PRESENTED TO THE R.<sup>T</sup> HON.<sup>BLE</sup> SIR W<sup>M</sup> SCOTT K<sup>T</sup>. & THE MOST NOBLE MARCHIONESS OF SLIGO, BY THE HON.<sup>BLE</sup> THO.<sup>S</sup> & FRANCES WINDSOR. 1813", body decorated with an upper chased band of acorn, oak leaves and wheat on a matted ground, plain centre with an engraved coat of arms and motto, gadrooned lower body, raised on a stemmed circular foot similarly embellished as body, *height 30.5cm, weight 60oz.*

£4,000 - 6,000

€5,100 - 7,600

The arms of Lady Louisa Catherine, daughter of the distinguished naval officer Admiral of the Fleet Richard William Penn Curzon Howe (1722 - 1799), who was created Viscount in 1782, KG in 1797 and Earl Howe in 1788.

Lord Howe and his wife née Mary Hartopp of Welby, (m. 1758), Notts had no sons and as heiresses their three daughters bore their father's shield [Howe of Langar, Notts. quartering another] in pretence on the arms of their respective husbands.

Louisa Catherine Howe married twice. On 21 May 1787 she married John Denis Browne, 3rd Earl of Altamont. Born on 11 June 1756, Lord Altamont had served as Member of the Irish Parliament for Jamestown (1776 - 80) and was created 1st Marquess of Sligo in the peerage of Ireland on 29 Dec 1800. He died on 2 June 1809 and his widow, the Marchioness, bore his arms Browne quartering Kelly on a lozenge with the quartered arms of Howe in pretence

In 1813, Louisa, Dowager Marchioness of Sligo married Sir William Scott, (b.1745), judge of the High Court of Admiralty, Vicar-General of the Province of Canterbury and Member of Parliament for Oxford University at which he had formerly held several academic appointments. Sir William's shield is charged with an anchor possibly allusive to his father's activity as a Newcastle ship owner. It bears the quartered HOWE shield in pretence for Louisa, his second wife.

Sir William Scott was created Baron Stowell of Stowell, Glos., in 1821 and died on 28 Jan 1836 but by this date his younger brother John had served as Attorney General, Lord Chancellor and been created Earl of Eldon.





100

**A SET FOUR GEORGE II CAST SILVER CANDLESTICKS**

*maker's mark of George Boothby, London 1753, nozzles unmarked*  
Conventional forms, lobed-shaped detachable nozzles embellished with acanthus leaves, reeded spool-shaped sconces tapering to acanthus embellished shoulders, knopped baluster formed stems, square-shaped stepped bases with a circular well, engraved with a coat of arms, corners embellished with foliage, *height 22.5cm, weight 76oz.* (4)

**£3,000 - 3,500**

**€3,800 - 4,500**

The arms of SHARP[E] originally of Cumberland and Yorkshire impaled by possibly CULME/CULLUM.

George Boothby entered his first mark at the Goldsmiths' Hall 1st March 1720, according to Grimwade's biography, he appears in the London Gazette 24 October 1741 as bankrupt, and is described as "Silversmith and Banker". See Arthur Grimwade, *London Goldsmiths 1697-1837* (London, 1990), p. 445.

However a cup and cover now in the Jewish Museum in London, mentioned by Vanessa Brett, bears the mark of George Boothby London 1745/46, which suggests that Boothby was quickly back in business. See Vanessa Brett, "Chains of Office and a 'Jews Cup,' Richard Hoeare's purchases from John Curghey and John Kemp in his mayoral year," *The Journal of the Silver Society*, number 22, 2007, p. 30ff.

101

**A PAIR OF GEORGE II CAST SILVER CANDLESTICKS**

*by John Cafe, London 1753*

Inverted baluster stems terminating in hexafoil bases with shell motifs, rope-twist border to sunken well and plain urn capitals, engraved with a lion's head issuing from a coronet flanked by feathers, *height 24.5cm, weight 41oz. (2)*

**£2,000 - 3,000**

**€2,500 - 3,800**

The crest of TARLETON, of Churchill, Lancs., later engraved for one of the family created baronet in 1818, the line became extinct in 1833.



101

102

**A SET OF EIGHT GEORGE II SILVER DESSERT PLATES**

*by John Luff, London 1743*

Each of shaped-circular form with gadroon border, and each respectively engraved with scratch weights and inventory numbers on the reverse, *diameter 24cm, weight 168oz. (8)*

**£4,000 - 6,000**

**€5,100 - 7,600**



102



Lot 103 (detail)

103

**A GEORGE II SILVER SALVER**

*by Edward Pocock, London 1728*

Square with curved corners, plain surface with an engraved coat of arms, raised on four splayed hoof feet, *height 4cm, length 29.5cm, weight 36oz.*

**£3,000 - 5,000**

**€3,800 - 6,400**

The arms of NEWTON of Crabtree, Devonshire with the crest of an eastern prince, kneeling to give up his sword. The arms, granted in 1620, commemorate, according to a family tradition, the activities of an ancestor who overcame an eastern prince at the battle of Ascalon.



104

**A PAIR OF QUEEN ANNE SILVER CAST CANDLESTICKS**

*by William Denny, London 1702*

Bold baluster stems terminating in stepped and square bases with canted corners, engraved with crest to one corner section of the base and underneath prick-dot engraved "A" over "TI", and further engraved with naive initials "IA", *height 17cm, weight 21oz.*

**£6,000 - 8,000**

**€7,600 - 10,000**

The crest of GLOVER of Frostenden, Suffolk, MOSELEY and others.



105

# **A GEORGE II SILVER TANKARD**

*by Joseph Clare, London 1718*

Tapering form with reeded girdle and spread foot, domed cover applied with "onslow" scroll thumbpiece and handle terminating in vacant cartouche, height 20cm, weight 33.5oz.

£4,000 - 6,000

€5,100 - 7,600



105

106

# **EIGHTEEN GEORGE II/III SILVER DESSERT PLATES**

*five by Edward Wakelin, London 1753, thirteen by John Parker (I) & Edward Wakelin, London, nine 1762, four 1772*

of shaped circular outline with gadroon borders, engraved with coat of arms, the first five with scratch numbers "No 1 17=17, No 23 17=17, No 27 17=7, No 36 17=13, No 36 18=2"; the remainder engraved "No, [number erased], and with scratch weights, weight 317oz. (18)

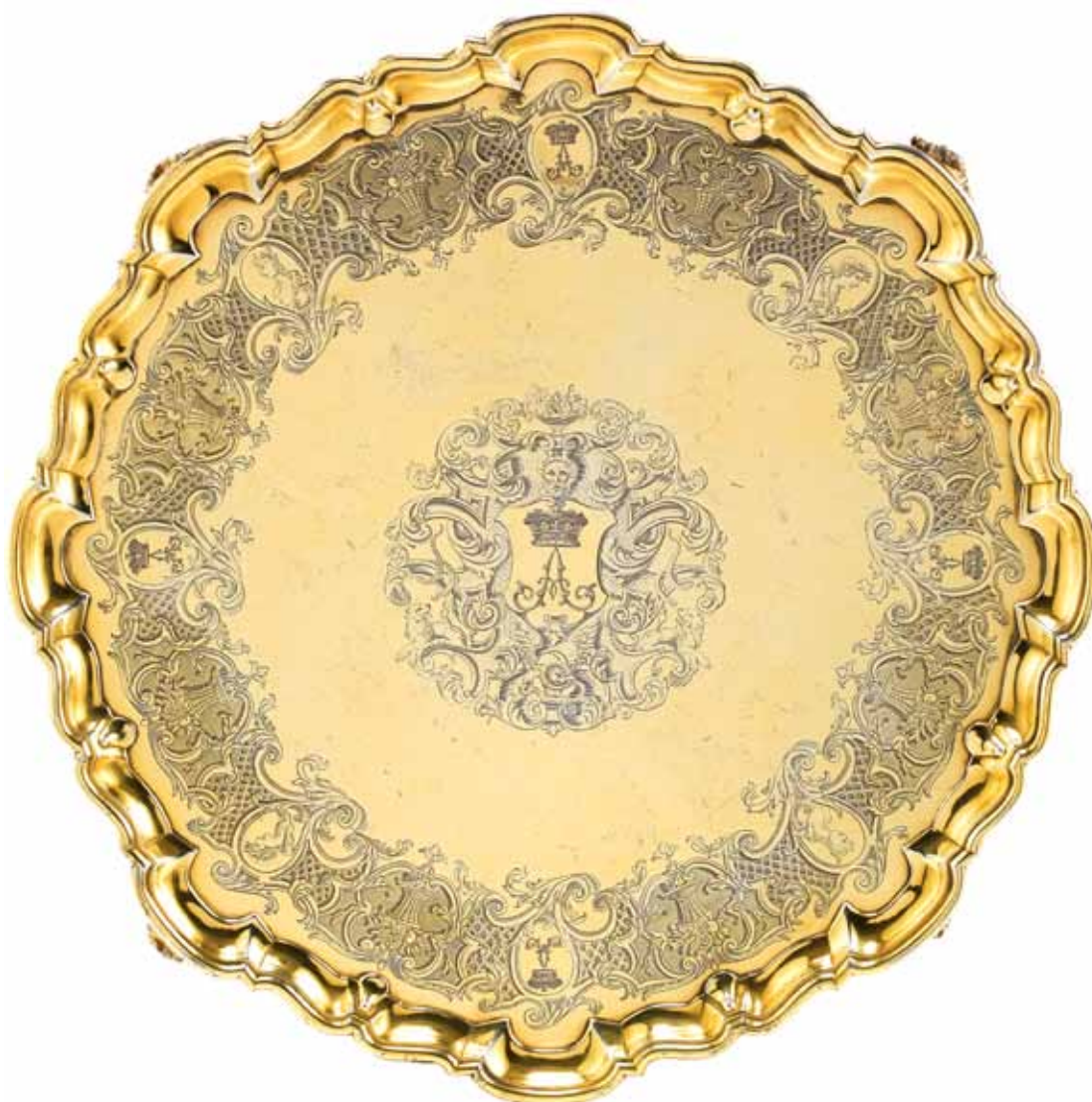
£15,000 - 20,000

€19,000 - 25,000

The coronet and arms of MAXWELL, created Earls of Farnham in 1763. That title became extinct in 1823 and the family Barony of co. Cavan, created in 1765, continued and is still extant.



106



107

**A GEORGE II SILVER-GILT SALVER OR TEA TRAY**

*by Robert Abercromby, London 1736*

Shaped-circular form with moulded angular border, surface engraved with an inner band of alternate ovals with fruit, flower baskets and classical busts on 'C' scrolls and lozenge motifs, the centre later engraved with a crowned 'A' in a shield cartouche, surrounded by engraved grotesque masks, serpents, lions and eagles on a strapwork and foliate scrolled ground, raised on four acanthus scrolled feet, *diameter 50cm, weight 112oz.*

**£4,000 - 5,000**

**€5,100 - 6,400**

The engraved coronet with an 'A' below represent the son or daughter of the sovereign. The possibilities are:

Princess Anne (1709-1759), Princess Amelia Sophia Eleanor (1711-1786), Princess Augusta Sophia (1768-1840), Princess Amelia (1783-1810), Prince Augustus Frederick (1773-1843), Prince Adolphus Frederick (1774-1850), Princess Alice (1843-1878), Prince Alfred (1844-1900), Prince Arthur (1850-1942)

By family repute the salver belonged to Princess Augusta Sophia, daughter to George III.

**Provenance**

The Rolls family of The Hendre, Monmouth and South Lodge, London, then by family descendants to current owner.

The Rolls family were landowners and benefactors in and around Monmouth in South of Wales. Charles Stewart Rolls (1877-1910) was an English auto and aviation pioneer and the co-founder of Rolls-Royce motor cars in 1906. In 1900, the Duke and Duchess of York, the future King George V and Queen Mary, visited the Hendre, and Charles Rolls gave what is most likely to have been the future King's first car ride. Charles Rolls died in an accident in 1910 when the tail of his Wright flyer broke off during a fly display.

A similar example of the salver was sold in these sale rooms 18th June 2014, ex-lot 123.



108

**A GEORGE II SILVER ROCOCO CHINOISERIE COFFEE POT**

by Samuel Courtauld (I), London 1757

Of baluster form and raised on a spread circular foot, the body profusely chased with flowers amongst C-scrolls and spume, the sides are applied with cast panels; one depicting a lady holding a parasol in her right hand with a pagoda and palm trees in the background, the other a depicting a lady in a tropical landscape with a hammock below a thatched roof in the back ground, the hinged cover with vine leaf final and gadrooned edge, the spout formed a bird's beak with Bacchanalian mask junction, the wooden scrolled handle with shell and leaf embellished sockets, cartouche below the spout, *height 24.6cm, weight total weight 32oz.*

£6,000 - 8,000

€7,600 - 10,000

For a similar coffee pot by Samuel Courtauld see Timothy B Schroder, *The Gilbert Collection of Gold & Silver* (Los Angeles 1988), pp 298 - 300, number 78. Schroder compares similarities between this pot and another example by William Cripps, pp 301 - 303, number 79. Both these pots have the same spout and socket as above example, and Schroder discusses the possibility that these spouts and handle sockets may have been supplied by a specialist maker.

For other examples of Samuel Courtauld's work with similar cast and applied plaques see: these rooms, 11th July 1997, ex-lot 148 and J.F. Haywood, *The Courtauld Silver* (London 1979), plate 28, page 55.





109

**A GEORGE II SILVER CARD TRAY**

*by Paul de Lamerie, London 1732*

Shaped-square form with an applied cast border of moulded scrolls and flowers, the centre flat chased and engraved with panels of diaper-work and entwined scrolls, engraved with coat of arms, raised on four feet, *length 15.5cm, weight 8.5oz.*

**£5,000 - 7,000**

**€6,400 - 8,900**

The arms are those of COOTE, impaling Newport for Algernon Coote, 6th Earl of Mountrath, (1684 - 1744).

Algernon succeeded to the Irish Earldom in 1720, after his two brothers, the 3rd and fourth Earls died unmarried. Shortly after inheriting the title Algernon married Lady Diana Newport, who brought with her a considerable fortune to the Coote family.

For other examples of work by Paul De Lamerie for the 6th Earl, see Goldsmiths' Hall Exhibition Catalogue, *Paul De Lamerie at the sign of the Golden ball, an exhibition of England's master silversmiths (1688-1751), May - June 1990*, pages pp 133 - 137, plate numbers 87, 89 and 90. The 6th Earl was undoubtedly one of De Lamerie's most important clients in the 1730's /40's, and this can be seen by the quantity and quality of his purchases, some of which are now in important private collections or museums.



110

# **A GEORGE II SILVER TWO-HANDLED CUP**

*by Paul de Lamerie, London 1728*

Campana form with acanthus leaf-capped handles, applied girdle, and raised on a domed circular base, now engraved with a coat of arms, height 17.5cm, weight 33oz.

**£4,000 - 6,000**

**€5,100 - 7,600**

The arms are those of TREBY quartering Grange for the Rt Hon George Treby, M.P.

For an almost identical cup that has a cover see the exhibition catalogue, Goldsmiths' Hall, *"Paul De Lamerie at the sign of the Golden ball, an exhibition of England's master silversmiths (1688 - 1751)"*, May - June 1990, page 50, plate number 21. Lent by Her Majesty the Queen.

George Treby (II) (c. 1684 - 1742), was the son of Sir George Treby, an eminent Whig lawyer, politician and Speaker of the House of commons (1689 - 92). Educated at Exeter College, Oxford, he followed his father's footsteps into law, and as M.P. for Plympton Erle. George Treby (II) held other prominent positions in government, before he was turned out of office by Walpole's fall in February 1742, dying 8th March 1742.

As one of the leading 18th century silversmiths, Paul De Lamerie was gathering important clients; Treby, the Earls of Warrington and many others. George Treby's early purchases from De Lamerie are fairly modest in their form, however, as Treby grew in status through his political career so did his confidence in his orders from De Lamerie, culminating in the toilet service for his wife, Charity Hele.



Lot 110 (marks)



111

**A GEORGE II SILVER OCTAFOIL SALVER**

*by William Darker, London 1730*

Centre engraved with coat of arms, raised on four scroll-edged bracket feet, *diameter 27cm, weight 18oz.*

**£4,000 - 5,000**

**€5,100 - 6,400**

The arms of CHEDIOCKE impaling ANDERTON.

112\*

**A PAIR OF GEORGE II SILVER TAPERSTICKS**

*by James Gould, London 1739*

Conventional forms, spool-shaped sconces decorated with girdle, shoulders embellished with stylised shells, stems formed as urns with knopped bases, set to shaped circular bases embellished with stylised scallop-shells, engraved armorial, *height 11cm, weight 9oz. (2)*

**£4,000 - 6,000**

**€5,100 - 7,600**





113 Y Φ

**A GEORGE I SILVER OCTAGONAL COFFEE POT**

*by Francis Plimey, London 1716*

Tapering form with domed cover and later ivory side handle, engraved with coat-of-arms opposite handle, scratch weight to base "36=5=0", height 27.2cm, weight total 38.5oz.

£4,000 - 5,000

€5,100 - 6,400

The arms are of BANNER of London impaling SACHEVERELL of Derbyshire.



114

**A PAIR OF WILLIAM III SILVER CANDLESTICKS**

*by Richard Syng, London 1701*

With slight tapering fluted columns above an embossed slanted gadroon flange with canted corners, raised on a stepped, domed and square base embossed with straight and slanted gadroon bands, each engraved to underneath edge "4-32.14" and initialled "AC", height 18cm, weight 15.5oz. (2)

£3,000 - 4,000

€3,800 - 5,100

The crest is for:- Acheson of Scotland, Anwyt/Anwyl of Llugwy, Machynlleth, Wales, or Auchterlonie of Scotland.



115

**A SUITE OF THREE LATE 17TH CENTURY SILVER CASTERS**

*stamped twice with maker's mark of D G beneath a fleur-de-lys, for Daniel Garnier (l) last quarter of 17th century*

Cylindrical form with applied reeded girdle, each terminating in spread foot with straight gadroon rim, having bayonet fastening tops finely pierced with birds flanking a vase of flowers, intricate scrollwork and integral cutcard work, applied with squat and fluted finials, engraved with coat of arms and respective scratch weights, *height 20.5 and 16cm, weight 38oz. (3)*

**£10,000 - 15,000**

**€13,000 - 19,000**

Daniel Garnier received his freedom of the Goldsmiths' Company, by redemption, on 29th May 1669. The mark he recorded was DG beneath a fleur-de-lys. On 27th March 1697, with the introduction of the new Britannia standard, all silversmiths were required to register their new maker's mark punch and Garnier recorded a new mark of GA.

The arms are for those of BOOTH as borne by George Booth, 2nd Earl of Warrington, (1675 - 1758).

**Provenance**

Christie's Foley-Grey Sale, 25th February 1931, ex-lot 54, purchased by S.J Phillips. Sold 29th October 1931 to the grandparents of the vendor and thence by descent.

The 2nd Earl of Warrington's only child, Mary, married Harry Grey, 4th Earl of Stamford in 1736, and after Warrington's death in 1758, Dunham Massey passed to them and subsequently descended in the Grey family. A significant portion of the Warrington Plate was sold by their heirs at Christie's in two sales, on April 20, 1921, and February 25, 1931.

Today, a considerable amount of the Plate has been reassembled at Dunham Massey. The Plate is distinguished by its uniformly high quality, exceptionally heavy gauge, and its conservative taste, as the Earl favoured the plain and massive fashions of the early 18th century, this can be seen in the quality and gauge of the present lot.

There are two famous inventories of the Warrington Plate, the first taken in 1693 for 1st Earl, and in 1758, for 2nd Earl. Though this suite of three casters are not recorded in second inventory, it could be that they were made for the 1st Earl, included in the "several parcols (sic) of silverplate 9lb 1qt," see James Lomax and James Rothwell, *Country House Silver from Dunham Massey* (National Trust 2006), p. 185.







## **DISTINGUISHED DESIGNS AND POST-WAR SILVER**

Wednesday 19 November 2014  
Knightsbridge, London

**GERALD BENNEY: A UNIQUE  
18 CARAT GOLD BOX,**  
London 1966  
**£20,000 - 25,000**

**VIEWING**  
16 - 18 November 2014

**ENQUIRIES**  
+44 (0) 20 7393 3973  
[ellis.finch@bonhams.com](mailto:ellis.finch@bonhams.com)



# Bonhams

**THE GENTLEMAN'S  
LIBRARY SALE**

Tuesday 27 January 2015  
Knightsbridge, London

**A 20TH CENTURY  
SILVER MODEL OF A  
PEREGRINE FALCON**

by Meiling Gartrell, London 1978  
Sold for £6,000

**ENQUIRIES**

+44 (0) 20 7393 3835  
michael.moorcroft@bonhams.com

**Entries now invited**



# Bonhams

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

Prices shown include buyer's premium. Details can be found at [bonhams.com](http://bonhams.com)

## FINE PORTRAIT MINIATURES

### 2015 Sale Dates

#### Silver and Objects of Vertu

Wednesday 22 April  
Wednesday 30 September  
Knightsbridge, London

#### Fine Silver and Gold Boxes

Wednesday 17 June  
Thursday 26 November  
New Bond Street, London

**WILLIAM WOOD**  
(BRITISH, 1769-1810)

*Miss Charlotte Sophia Dashwood*

Sold for £10,000

### ENQUIRIES

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

Entries now invited



# Bonhams

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

Prices shown include buyer's premium. Details can be found at [bonhams.com](http://bonhams.com)



# 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 equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer’s* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

### 5. BIDDING

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

## Bidding in person

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

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

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

## Bidding by post or fax

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

## Bidding via the internet

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

## Bidding through an agent

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

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

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

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

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

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

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

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

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

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

## 8. VAT

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

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

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

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

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

## 9. PAYMENT

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

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

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

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

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

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

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

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

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



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

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

## 10. COLLECTION AND STORAGE

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

## 11. SHIPPING

Please refer all enquiries to our shipping department on:  
Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805  
Email: [shipping@bonhams.com](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 be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- 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>	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>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				
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.				
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i> ) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.				
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.				
		<b>10</b>	<b>MISCELLANEOUS</b>	<b>11</b>	<b>GOVERNING LAW</b>
		10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

## APPENDIX 2

### BUYER'S AGREEMENT

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

#### 1 THE CONTRACT

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

#### 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

### 3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the Sale:
  - 3.1.1 the Purchase Price for the Lot;
  - 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, and
  - 3.1.3 if the Lot is marked [<sup>AR</sup>], 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>	<b>7.3</b>	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.	<b>9.3</b>	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
<b>7.1</b>	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> ):	<b>7.4</b>	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.	<b>9.3.1</b>	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
<b>7.1.1</b>	to terminate this agreement immediately for your breach of contract;	<b>8</b>	<b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>	<b>9.3.2</b>	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.
<b>7.1.2</b>	to retain possession of the <i>Lot</i> ;	<b>8.1</b>	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:	<b>9.4</b>	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> .
<b>7.1.3</b>	to remove, and/or store the <i>Lot</i> at your expense;	<b>8.1.1</b>	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	<b>9.5</b>	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> .
<b>7.1.4</b>	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;	<b>8.1.2</b>	deliver the <i>Lot</i> to a person other than you; and/or	<b>9.6</b>	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
<b>7.1.5</b>	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;	<b>8.1.3</b>	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	<b>9.7</b>	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
<b>7.1.6</b>	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;	<b>8.1.4</b>	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	<b>9.8</b>	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
<b>7.1.7</b>	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;	<b>8.2</b>	The discretion referred to in paragraph 8.1:	<b>10</b>	<b>OUR LIABILITY</b>
<b>7.1.8</b>	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;	<b>8.2.1</b>	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	<b>10.1</b>	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> .
<b>7.1.9</b>	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;	<b>8.2.2</b>	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	<b>10.2</b>	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:
<b>7.1.10</b>	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i> ) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	<b>9</b>	<b>FORGERIES</b>	<b>10.2.1</b>	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
<b>7.1.11</b>	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>9.1</b>	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	<b>10.2.2</b>	changes in atmospheric pressure; nor will we be liable for:
<b>7.2</b>	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.	<b>9.2</b>	Paragraph 9 applies only if:	<b>10.2.3</b>	damage to tension strung musical instruments; or
		<b>9.2.1</b>	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	<b>10.2.4</b>	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.
		<b>9.2.2</b>	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		
		<b>9.2.3</b>	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 <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or	12.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i> ) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	it can be established that the <i>Lot</i> is a non-conforming <i>Lot</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or	12.8	In this agreement "including" means "including, without limitation".
	You may wish to protect yourself against loss by obtaining insurance.	the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or	12.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
10.4	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.	12.10	Reference to a numbered paragraph is to a paragraph of this agreement.
11	<b>BOOKS MISSING TEXT OR ILLUSTRATIONS</b>  Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if:  the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and  you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and  within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .  but not if:  the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</i> , we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> .  The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.	12.11	Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
			12.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
		<b>12 MISCELLANEOUS</b>	<b>13</b>	<b>GOVERNING LAW</b>  All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
		12.1 You may not assign either the benefit or burden of this agreement.		<b>DATA PROTECTION – USE OF YOUR INFORMATION</b>  Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our <a href="http://www.bonhams.com">Website</a> <a href="http://www.bonhams.com">www.bonhams.com</a> or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from <a href="mailto:info@bonhams.com">info@bonhams.com</a> .
		12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.		<b>APPENDIX 3</b>  <b>DEFINITIONS AND GLOSSARY</b>  Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.
		12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.		<b>LIST OF DEFINITIONS</b>  "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i> ). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .
		12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.		
		12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.		
		12.6 References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.		

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Specialist Examination"** a visual examination of a *Lot* by a specialist on the *Lot*.

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

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

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

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

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

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

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

**"Website"** *Bonhams Website* at [www.bonhams.com](http://www.bonhams.com)

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

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

## GLOSSARY

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

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

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

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

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

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

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

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

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

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

## SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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U.S.A  
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+852 3607 0004

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UK  
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+44 (0) 20 7468 5811  
U.S.A  
Doug Davidson  
+1 415 503 3363  
HONG KONG  
Daniel Lam  
+852 3607 0004



## UNITED KINGDOM

**London**  
101 New Bond Street ●  
London W1S 1SR  
+44 20 7447 7447  
+44 20 7447 7400 fax

Montpelier Street ●  
London SW7 1HH  
+44 20 7393 3900  
+44 20 7393 3905 fax

### South East England

**Brighton & Hove**  
19 Palmeira Square  
Hove, East Sussex  
BN3 2JN  
+44 1273 220 000  
+44 1273 220 335 fax

**Guildford**  
Millmead,  
Guildford,  
Surrey GU2 4BE  
+44 1483 504 030  
+44 1483 450 205 fax

**Isle of Wight**  
+44 1273 220 000

Representative:  
**Kent**  
George Dawes  
+44 1483 504 030

**West Sussex**  
Jeff Burfield  
+44 1243 787 548

### South West England

**Bath**  
Queen Square House  
Charlotte Street  
Bath BA1 2LL  
+44 1225 788 988  
+44 1225 446 675 fax

**Cornwall – Truro**  
36 Lemon Street  
Truro  
Cornwall  
TR1 2NR  
+44 1872 250 170  
+44 1872 250 179 fax

**Exeter**  
The Lodge  
Southernhay West Exeter,  
Devon  
EX1 1JG  
+44 1392 425 264  
+44 1392 494 561 fax

**Winchester**  
The Red House  
Hyde Street  
Winchester  
Hants SO23 7DX  
+44 1962 862 515  
+44 1962 865 166 fax

**Tetbury**  
22a Long Street  
Tetbury  
Gloucestershire  
GL8 8AQ  
+44 1666 502 200  
+44 1666 505 107 fax

Representatives:  
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Bill Allan  
+44 1935 815 271

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21 Churchgate Street  
Bury St Edmunds  
Suffolk IP33 1RG  
+44 1284 716 190  
+44 1284 755 844 fax

**Norfolk**  
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Reepham  
Norfolk NR10 4JJ  
+44 1603 871 443  
+44 1603 872 973 fax

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**Knowle**  
The Old House  
Station Road  
Knowle, Solihull  
West Midlands  
B93 0HT  
+44 1564 776 151  
+44 1564 778 069 fax

**Oxford ●**  
Banbury Road  
Shipton on Cherwell  
Kidlington OX5 1JH  
+44 1865 853 640  
+44 1865 372 722 fax

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**Leeds**  
30 Park Square West  
Leeds LS1 2PF  
+44 113 234 5755  
+44 113 244 3910 fax

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**Chester**  
New House  
150 Christleton Road  
Chester, Cheshire  
CH3 5TD  
+44 1244 313 936  
+44 1244 340 028 fax

**Carlisle**  
48 Cecil Street  
Carlisle, Cumbria  
CA1 1NT  
+44 1228 542 422  
+44 1228 590 106 fax

**Manchester**  
The Stables  
213 Ashley Road  
Hale WA15 9TB  
+44 161 927 3822  
+44 161 927 3824 fax

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39 Don Street  
St.Helier  
JE2 4TR  
+44 1534 722 441  
+44 1534 759 354 fax

Representative:  
**Guernsey**  
+44 1481 722 448

## Scotland

**Edinburgh ●**  
22 Queen Street  
Edinburgh  
EH2 1JX  
+44 131 225 2266  
+44 131 220 2547 fax

**Glasgow**  
176 St. Vincent Street,  
Glasgow  
G2 5SG  
+44 141 223 8866  
+44 141 223 8868 fax

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**Cardiff**  
7-8 Park Place,  
Cardiff CF10 3DP  
+44 2920 727 980  
+44 2920 727 989 fax

## EUROPE

**Austria - Vienna**  
Tuchlauben 8  
1010 Vienna  
Austria  
+43 (0)1 403 00 01  
vienna@bonhams.com

**Belgium - Brussels**  
Boulevard  
Saint-Michel 101  
1040 Brussels  
+32 (0)2 736 5076  
+32 (0)2 732 5501 fax  
belgium@bonhams.com

**France - Paris**  
4 rue de la Paix  
75002 Paris  
+33 (0)1 42 61 1010  
+33 (0)1 42 61 1015 fax  
paris@bonhams.com

**Germany - Cologne**  
Albertusstrasse 26  
50667 Cologne  
+49 (0)221 2779 9650  
+49 (0)221 2779 9652 fax  
cologne@bonhams.com

**Germany - Munich**  
Maximilianstrasse 52  
80538 Munich  
+49 (0) 89 2420 5812  
+49 (0) 89 2420 7523 fax  
munich@bonhams.com

**Greece - Athens**  
7 Neofytou Vamva Street  
10674 Athens  
+30 (0) 210 3636 404  
athens@bonhams.com

**Ireland - Dublin**  
31 Molesworth Street  
Dublin 2  
+353 (0)1 602 0990  
+353 (0)1 4004 140 fax  
ireland@bonhams.com

**Italy - Milan**  
Via Boccaccio 22  
20123 Milano  
+39 (0)2 4953 9020  
+39 (0)2 4953 9021 fax  
milan@bonhams.com

**Italy - Rome**  
Via Sicilia 50  
00187 Rome  
+39 (0)6 48 5900  
+39 (0)6 482 0479 fax  
rome@bonhams.com

**Netherlands - Amsterdam**  
De Lairesestraat 154  
1075 HL Amsterdam  
+31 20 67 09 701  
+31 20 67 09 702 fax  
amsterdam@bonhams.com

**Spain - Madrid**  
Nuñez de Balboa no.4 - 1A  
Madrid  
28001  
+34 91 578 17 27  
madrid@bonhams.com

**Switzerland - Geneva**  
Rue Etienne-Dumont 10  
1204 Geneva  
Switzerland  
+41 76 379 9230  
geneva@bonhams.com

Representatives:  
**Denmark**  
Henning Thomsen  
+45 4178 4799  
denmark@bonhams.com

**Spain – Bilbao**  
Teresa Ybarra  
+34 680 34 76 06  
teresa.ybarra@bonhams.com

**Spain - Marbella**  
James Roberts  
+34 952 90 62 50  
marbella@bonhams.com

**Portugal**  
Filipa Rebelo de Andrade  
+351 91 921 4778  
portugal@bonhams.com

**Russia - Moscow**  
Anastasia Vinokurova  
+7 964 562 3845  
russia@bonhams.com

**Russia - St Petersburg**  
Manna Jacobson  
+7 921 555 2302  
russia@bonhams.com

## MIDDLE EAST

**Dubai**  
Deborah Najar  
+971 (0)56 113 4146  
deborah.najar@bonhams.com

**Israel**  
Joslyne Halibard  
+972 (0)54 553 5337  
joslyne.halibard@bonhams.com

## NORTH AMERICA

### USA

**San Francisco ●**  
220 San Bruno Avenue  
San Francisco  
CA 94103  
+1 (415) 861 7500  
+1 (415) 861 8951 fax

**Los Angeles ●**  
7601 W. Sunset Boulevard  
Los Angeles  
CA 90046  
+1 (323) 850 7500  
+1 (323) 850 6090 fax

**New York ●**  
580 Madison Avenue  
New York, NY  
10022  
+1 (212) 644 9001  
+1 (212) 644 9007 fax

Representatives:  
**Arizona**  
Terri Adrian-Hardy  
+1 (480) 994 5362

**California**  
**Central Valley**  
David Daniel  
+1 (916) 364 1645

**Southern California**  
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+1 (949) 646 6560

**Colorado**  
Julie Segraves  
+1 (720) 355 3737

**Florida**  
Palm Beach  
+1 (561) 651 7876  
Miami  
+1 (305) 228 6600  
Ft. Lauderdale  
+1 (954) 566 1630

**Georgia**  
Mary Moore Bethea  
+1 (404) 842 1500

**Illinois**  
Ricki Blumberg Harris  
+1 (312) 475 3922  
+1 (773) 267 3300

**Massachusetts**  
**Boston/New England**  
Amy Corcoran  
+1 (617) 742 0909

**Nevada**  
David Daniel  
+1 (775) 831 0330

**New Mexico**  
Leslie Trilling  
+1 (505) 820 0701

**Oregon**  
Sheryl Acheson  
+1(503) 312 6023

**Pennsylvania**  
Margaret Tierney  
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+1 (713) 621 5988

**Washington**  
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+1 (206) 218 5011

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## CANADA

**Toronto, Ontario ●**  
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20 Hazelton Avenue  
Toronto, ONT  
M5R 2E2  
+1 (416) 462 9004  
info.ca@bonhams.com

**Montreal, Quebec**  
David Kelsey  
+1 (514) 341 9238  
info.ca@bonhams.com

## SOUTH AMERICA

**Argentina**  
Daniel Claramunt  
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**Brazil**  
Thomaz Oscar Saavedra  
+55 11 3031 4444  
+55 11 3031 4444 fax

## ASIA

**Hong Kong ●**  
Suite 2001  
One Pacific Place  
88 Queensway  
Admiralty  
Hong Kong  
+852 2918 4321  
+852 2918 4320 fax  
hongkong@bonhams.com

**Beijing**  
Hongyu Yu  
Suite 511  
Chang An Club  
10 East Chang An Avenue  
Beijing 100006  
+86(0) 10 6528 0922  
+86(0) 10 6528 0933 fax  
beijing@bonhams.com

**Japan**  
Akiko Tsuchida  
Level 14 Hibiya Central  
Building  
1-2-9 Nishi-Shimbashi  
Minato-ku  
Tokyo 105-0003  
+81 (0) 3 5532 8636  
+81 (0) 3 5532 8637 fax  
akiko@bonhams.com

**Singapore**  
Bernadette Rankine  
11th Floor, Wisma Atria  
435 Orchard Road  
Singapore 238877  
+65 (0) 6701 8038  
+65 (0) 6701 8001 fax  
bernadette.rankine@bonhams.com

**Taiwan**  
Summer Fang  
37th Floor, Taipei 101 Tower  
Nor 7 Xinyi Road, Section 5  
Taipei, 100  
+886 2 8758 2898  
+886 2 8757 2897 fax  
summer.fang@bonhams.com

## AUSTRALIA

**Sydney**  
76 Paddington Street  
Paddington NSW 2021  
Australia  
+61 (0) 2 8412 2222  
+61 (0) 2 9475 4110 fax  
info.aus@bonhams.com

**Melbourne**  
Como House  
Como Avenue  
South Yarra  
Melbourne VIC 3141  
+61 (0) 3 8640 4088  
+61 (0) 2 9475 4110 fax

## AFRICA

**Nigeria**  
Neil Coventry  
+234 (0)7065 888 666  
neil.coventry@bonhams.com

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# Bonhams





EB 1793

**Bonhams**

101 New Bond Street  
London  
W1S 1SR

+44 (0) 20 7447 7447

+44 (0) 20 7447 7400 fax

