

THE KLAUS BIEMANN COLLECTION OF FINE GERMAN GLASS

Wednesday 26 November 2014



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THE KLAUS BIEMANN COLLECTION OF FINE GERMAN GLASS

Wednesday 26 November 2014 at 10.30

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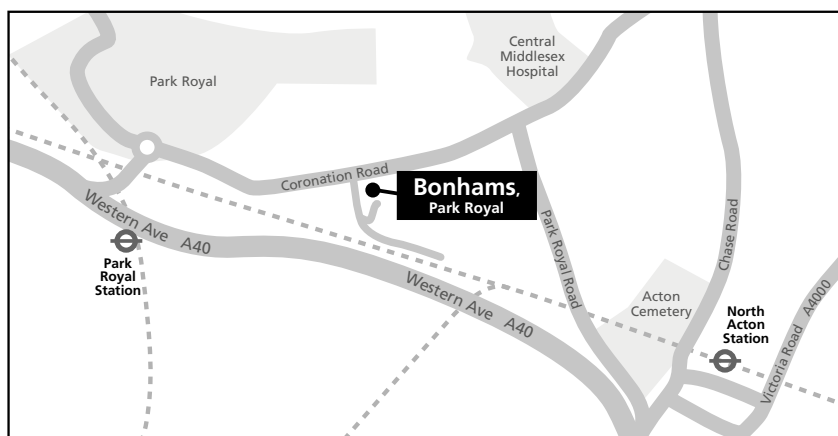
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MASTERPIECES OF THE ENGRAVER'S ART

Introduction by Paul von Lichtenberg

Klaus Biemann, born in 1926, was educated in his native Austria and obtained his Ph.D. degree in organic chemistry in 1951 from the University of Innsbruck, his home town. In 1955 he accepted a postdoctoral research position at the Massachusetts Institute of Technology, Cambridge, MA, USA, and was appointed to the faculty of this world-famous University a mere two years later, rising to Professor by 1963, a position he held until his retirement in 1996. He pioneered the use of mass spectrometry for the structure determination of natural products of biological and medical interest, chiefly alkaloids and proteins. In 1976 Professor Biemann briefly deviated from this path—he describes this as ‘scientific charity’—and sent a miniaturised instrument to Mars as part of NASA's Viking Mission to search for organic compounds at the surface of the Red Planet. He was elected Fellow of the American Academy of Arts and Sciences in 1966 and a member of the National Academy of Sciences (USA) in 1993. The latest of the numerous honours he received was the Benjamin Franklin Medal for Chemistry in 2007.

During a break at an organic chemistry conference in Graz, Austria, in 1993, Dr. Horst Biemann, a chemical engineer and keeper of many family documents, pointed out to Klaus, whom he met there for the first time, that they were distant cousins and related to Dominik Biemann (1800–1857), the famous glass engraver (their mutual great-great-great-uncle). The Biemann family can be traced back to the early 1650s in Northern Bohemia and even Klaus Biemann's grandfather, Willibald Biemann was born in Neuwelt, just as Dominik Biemann. In fact, Willibald's son, Willibald Wilhelm, Klaus's father, moved to the university town of Innsbruck in 1907 only to be able to study pharmacy, where he then settled.

Klaus Biemann's interest in engraved art began with etchings, chiefly by Luigi Kasimir, William H. Bartlett and Alfred Hutton. In 1971 he acquired an historic home, built in 1764, on Brattle Street (‘Tory Row’), Cambridge, MA. Three of the many fireplaces in the house were surrounded by Liverpool delftware tiles transfer-printed by John Sadler using engraved copper plates. Klaus Biemann thereupon began collecting such tiles as well.

Klaus purchased his first engraved glass goblet in 1996 and began to build a reference library on engraved glass and in parallel to frequent auctions and selected dealers in mainland Europe and the UK in search of important beakers and goblets engraved by masters of the Baroque, Rococo and Biedermeier periods working in German lands (‘Germany’ did not exist at that time), Bohemia, Silesia, Austria and surrounding regions.

In 1998 and 1999 he and his wife, the late Vera Biemann, repeatedly travelled throughout Austria, the Czech Republic and Germany to visit museums and private collections, which keep works by Dominik Biemann and other early master glass engravers. Luckily, during the roughly ten ensuing years a number of important private glass collections such as the Prince Reuss Collection, the Dr. Otto Dettmers Collection, the legendary Rudolf Just Collection, Ceramics and Glass from the House of Hanover, the Dr. Meinhard Heschl Glass Collection and Masterpieces of European Glass from the Hida Takayama Museum, were dispersed in highly advertised auctions or, in several other cases, rarest glass changed hands by word of mouth or private treaty without perturbing the market.

Many of these historic and commemorative glasses are unique and fresh for the market. The limitations Klaus Biemann set himself concern highest quality engraving on colourless glass and as often as possible some reference to the Austrian Empire, its rulers, its peoples and its foes.

I was always impressed by Klaus's enthusiasm and willingness to learn a completely new subject for him long after retirement. His reference library boasts the rarest and most reliable publications and his letters reflect expert opinion and an appreciation of beauty and understanding of how and why the glasses were decorated, which is a pleasure to read and re-read. Having assembled and researched his significant collection of engraved glass, in recent years Klaus documented each piece in detail in English, knowing full well that his children, neither of whom speaks German, do not share his enthusiasm and his adolescent grandchildren are still too young to appreciate great feats of glass engraving. Instead of donating his precious glass collection to a museum, thereby excluding all future generations from personal ownership and as no museum can show all items permanently, Professor Biemann decided to return the goblets and beakers to the market place for the individual joy of established and future collectors.

It is a personal pleasure to see these glasses lovingly described – on the basis of Klaus Biemann's documentation – by Simon Cottle of Bonhams, who, in a previous life, it seems, wrote, apart from dozens of other glass catalogues, the catalogues for the Dettmers, Just and Takayama sales and took these so very successful, now legendary auctions.

Paul von Lichtenberg, Munich, Germany



1*

A NUREMBERG ENGRAVED ROEMER BY GEORG SCHWANHARDT SENIOR, CIRCA 1640

The ovoid bowl decorated with a pelican ripping her breast open to feed her three young chicks with her own blood, the reverse with a pair of storks in flight, accompanying a sailing vessel, within flowering branches and separated by two large flowers and two insects in flight, merging into a hollow cylindrical stem engraved with a band of flowering twigs between applied trails, over a slightly raised folded foot, 14.2cm high (tiny nick to footrim)

£3,000 - 5,000

€3,800 - 6,300

Provenance:

Sold at Fischer, Heilbronn, 15 March 2008, lot 104

The engraving on this roemer was probably commissioned by prosperous parents for their child, as 'The Pelican in her Piety' represents the devotion of a mother to her offspring and the parents' best wishes and support for the child's future. A roemer of similar shape is in the Museum für angewandte Kunst, Frankfurt, accession no. 5583/4723,239 (see Annaliese Ohm, *Europäisches und Aussereuropäisches Glas* (1980), p. 171, cat. 368, and also Erich Meyer-Heisig, *Der Nürnberger Glasschnitt des 17. Jahrhunderts* (1963), fig. WT 19). This roemer is from a group of glasses engraved by Georg Schwanhardt Senior between 1636 and 1640 (see Meyer-Heisig, p. 33). See also Meyer-Heisig, fig. WT 39. A glass of different shape but with similar engraving of a ship is again illustrated by Meyer-Heisig, fig. WT 12. For another comparable roemer by Schwanhardt see Rudolf von Strasser and Sabine Baumgärtner, *Licht und Farbe* (2002), p. 205, fig. 29, and J. Schlosser, *Das Alte Glas* (1977), p. 206, cat. 168.







2*

A TALL NORTH BOHEMIAN ENGRAVED GOBLET, TOGETHER WITH A COVER, LATE 17TH CENTURY

The cup-shaped bowl decorated with a continuous scene of peacocks and other birds within a wooded landscape, set on a tall multi-knopped stem divided by mereses, the wide conical folded foot engraved with a foliate band, *29.7cm high*, together with an associated cover from a goblet engraved with a floral band, *11.4cm diameter* (the cover crizzled) (2)

£2,000 - 3,000

€2,500 - 3,800

Provenance:

Private collection, Hanover, sold at Sotheby's Amsterdam, 27-29 March 2007, lot 904

The shape of this goblet is similar to the tall multi-knopped stemmed goblets produced in Nuremberg, but the style of the engraving and decoration is typically Bohemian. The stems of goblets of this type are typically hollow and solid stems such as this are less common. A goblet of almost identical form dated 1685, also with a solid stem but different decoration, is illustrated by Rudolf von Strasser and Sabine Baumgärtner, *Licht und Farbe* (2002), pp. 244-246, cat. 140. A goblet and cover with stylistically similar engraving was formerly in the Ernesto Wolf Collection illustrated by Brigitte Klesse and Hans Mayr, *European Glass from 1500-1800* (1987), cat. 90. Another goblet of very similar form, but with different decoration, is again illustrated by Klesse and Mayr, cat. 96.



3*

A BOHEMIAN ENGRAVED ROYAL BEAKER AND COVER, CIRCA 1683

The slightly flared cylindrical form decorated with the equestrian figure of Leopold I surrounded by martial trophies, the reverse inscribed *hodie mihi Cras tibi* (today me, tomorrow you) and symbolically decorated with two suns, one shooting an arrow at a crescent-moon face, all below the words *Sol* (Sun) and *Justitiae* (Justice), an upside-down eagle holding a sword and sceptre in its talons and pecking at a crescent-moon face from atop a fallen column on the ground below, a pedestal embellished with pairs of fleur-de-lis and crescent-moon faces to the right, on top of which still stands a column bearing the shield of France beneath a crown, the matching domed cover similarly decorated with martial trophies and the Imperial eagle, with ball knob, 16.5cm high (tiny chip to flange of cover) (2)

£2,000 - 3,000

€2,500 - 3,800

Provenance:

With Glasgalerie Michael Kovacek, Vienna

Sold at Fischer, Heilbronn, 17 October 1998, lot 401

This complex engraving symbolises the political arena following the defeat of the Turks at Vienna in 1683, thereby ending forever the threat of the Ottoman Empire to central Europe. The enemy of the House of Habsburg (under Emperor Leopold I), continued to be France (under King Louis XIV), who had been an ally of the Turks. The toppled column with the crescent-moon face, which is being attacked by the Austrian eagle, symbolises the utter defeat of the Ottomans by Austria and its allies, while the column with the French insignia still stands.





4*

A BOHEMIAN ENGRAVED BEAKER, RIESENGEBIRGE, LATE 17TH CENTURY

In the manner of the Master of the Koula beaker, the slightly flared cylindrical form decorated with two battle scenes of different complexity and size, separated by two large trees, the larger scene depicting a large group of armed soldiers and cavalymen crossing a bridge spanning a river, a crucifix at the midpoint, with a group of soldiers engaging in battle to the right surrounded by gun-smoke, the smaller scene showing soldiers on foot and horseback, with two fallen soldiers in the foreground and a castle on top of a hill on the horizon, the whole between formal borders of printies, the base cut with further printies, 12.7cm high

£1,500 - 2,000

€1,900 - 2,500

Provenance:

With Galerie von Spaeth, Munich

Thick-walled and deeply engraved Bohemian beakers such as this, produced in the late 17th or early 18th century, are often compared with the Koula beaker in the Decorative Arts Museum, Prague, accession no. 30.720/1849. The scene on the present lot probably depicts a battle during the Turkish wars towards the end of the 17th century. For a similar beaker see Brigitte Klesse, *Glassammlung Helfried Krug*, Vol. I (1965), pp. 188-189, cat. 178. A smaller beaker, lot 10 in this sale, shows a very similar scene.



5*

**A BOHEMIAN ENGRAVED ROYAL BEAKER WITH A PORTRAIT OF
EMPEROR LEOPOLD I, LATE 17TH CENTURY**

The flared cylindrical form decorated with three panels separated by cut pillars, the front panel with a portrait of the Emperor beneath a tasselled canopy and flanked by laurel branches, wearing a cuirass and jabot with a laurel wreath crowning his long wig, one of the reverse panels decorated with the Imperial double-headed eagle beneath a crown, holding a sword and sceptre in its talons, within a laurel cartouche, the other panel with martial trophies including drums, lances and a plumed helmet, *11.3cm high* (minor scratches)

**£600 - 800
€760 - 1,000**

Provenance:

Sold at Fischer, Heilbronn, 15 March 2008, lot 91

Leopold I of Habsburg (1640-1705), depicted here with the unmistakable Habsburg jaw, was elected Holy Roman Emperor in 1658. He was King of Hungary (from 1655), Bohemia (from 1656), and Croatia and Slovenia (from 1657). The war trophies relate to his victory over the Turks at the siege of Vienna in 1683. For a similar, but perhaps more elegantly engraved portrait of Leopold I on a rock crystal medallion, formerly in the Ernesto Wolf Collection, see Brigitte Klesse and Hans Mayr, *European Glass from 1500-1800* (1987), cat. 89.





HOCHSCHNITT GLASS BY FRIEDRICH WINTER

Lots 6 - 9





Johann Anton von Schaffgotsch



6*

AN IMPRESSIVE SILESIAN HOCHSCHNITT GOBLET AND COVER BY FRIEDRICH WINTER WITH THE CIPHER OF COUNT JOHANN ANTON VON SCHAFFGOTSCH, HERMSDORF, LATE 17TH CENTURY

The generous flared bowl with everted rim cut in *Hochschnitt* with the mirror monogram *JAS* below a coronet, the reserve filled with formal scrolling acanthus, the base of the bowl cut with arched flutes above a knob cut with acanthus scrolls over a short four-sided indented stem section and basal collar of overlapping leaves, the conical foot engraved in *Tiefschnitt* with foliate scrolls, the large domed cover and bud finial similarly decorated, the rim with a band of overlapping leaves, 36.2cm high (2)

£120,000 - 180,000
€150,000 - 230,000

Provenance:

The Schöller Collection, Berlin
The Otto Dettmers Collection, sold at Sotheby's London, 23 November 1999, lot 57

Exhibited:

'Sechs Sammler stellen aus', Museum für Kunst und Gewerbe, Hamburg, 1961 (see catalogue, p. 147, cat. 134)
'Meisterwerke der Glaskunst aus internationalem Privatbesitz', Städtische Kunsthalle, Düsseldorf, 1968-69 (see catalogue, p. 71, fig. 192)

Literature:

Robert Schmidt, *Brandenburgische Gläser* (1914), p. 71, fig. 20, *Das Glas* (1912), p. 252, fig. 140, and *Das Glas* (1922) p. 264, fig. 147
Axel von Saldern, 'Schlesische Hochschnittgläser aus der Werkstatt von Friedrich Winter', in *Festschrift für Brigitte Klesse* (1994), p. 99, no. 11 (fig. 11 incorrectly numbered)
Catherine Hess and Timothy Husband, *European Glass in the J. Paul Getty Museum* (1997), p. 250
Andy McConnell, *The Decanter* (2004), p. 123, pl. 174

Friedrich Winter was granted a special privilege or patent by Count Christoph Leopold von Schaffgotsch (1623-1703) in 1687 to set up a water-powered cutting works. From his workshop came a series of some of the finest goblets in the Baroque taste, expressing in glass the connoisseur's and collector's delight in objects fashioned from rock crystal. Several examples incorporate the monograms or coats of arms of members of the Schaffgotsch family, that on the present lot being of Count Johann Anton Gotthard von Schaffgotsch (1675-1742). Johann Anton was the son of Count Christoph Leopold von Schaffgotsch. He was an imperial count (Reichsgraf) and was director of the Silesian district authority (Oberamt).

For comparable pieces to the present lot, see the almost identical example in the exhibition catalogue, 'Meisterwerke der Glaskunst aus internationalem Privatbesitz', Düsseldorf (1968), p. 71, fig. 191. See also the example in the J Paul Getty Museum, accession no. 84.DK.568.1-.2, illustrated by Hess and Husband (1997), pp. 244-251, cat. 68. A goblet of similar form is in the Bayerisches National Museum, München, accession no. 60/101, illustrated by Rainer Rückert, *Die Glassammlung des Bayerischen Nationalmuseums München*, Vol. II (1982), pp. 253-254, pl. 226, cat. 768, and by Dietmar Zoedler, *Schlesisches Glas - Schlesische Gläser* (1996), p. 56, fig. 5. A smaller goblet of comparable shape is in the collection of the Victoria & Albert Museum, accession no. C.63&A-1954.

Another magnificent Silesian engraved Hochschnitt goblet and cover by Friedrich Winter, the Dessau Goblet, was sold in these rooms, 2 May 2013, The Mühleib Collection, lot 39.



7*

**A FINE SILESIAN ENGRAVED HOCHSCHNITT GOBLET BY
FRIEDRICH WINTER, HERMSDORF, CIRCA 1700**

The waisted bell or thistle-shaped bowl deeply carved in *Hochschnitt* on a polished ground with the arms of Schaffgotsch, comprising a cartouche containing a fir tree and the motto *Aucun temps ne le Change*, surrounded by symmetrical acanthus sprays, the reverse with a stylised motif of c-scrolls, acanthus leaves, a pinecone and other flowers, the rim cut with a border of small printies, set over a large boss embellished with a formal border of stylised flowers, the wide conical foot cut with leaves and floral motifs, the footrim cut with facets, possibly at a later date, 19.3cm high

£30,000 - 40,000

€38,000 - 51,000

Provenance:

With Galerie von Spaeth, Munich

Sold at Fischer, Heilbronn, 21 October 1995, lot 187

Both the French motto '*Aucun temps ne le Change*' meaning 'Untouched by Time', the motto of the Counts of Schaffgotsch, and the fir tree, which is taken from their coat of arms, can be found on a few other goblets all clearly commissioned by Friedrich Winter's principal patron.

A very similar example was sold at Sotheby's London, 14 March 1983, The Krug Collection, lot 818. For further comparative examples engraved in high relief with the fir tree, with or without the Schaffgotsch motto, see Brigitte Klesse, *Glassammlung Helfried Krug*, Vol. I (1965), p. 138, pl. 205, Brigitte Klesse and Hans Mayr, *European Glass from 1500-1800* (1987), cat. 103 (the Ernesto Wolf Collection), C. Hess and T. Husband, *European Glass in the J. Paul Getty Museum* (1997), cat. 68, and Rainer Rückert, *Die Glassammlung des Bayerischen Nationalmuseums München*, Vol. II (1982), pp. 254-255, pls. 227-228, cat. 769. See also Axel von Saldern, 'Schlesische Hochschnittgläser aus der Werkstatt von Friedrich Winter', in *Festschrift für Brigitte Klesse* (1994), pp. 83-87, pls. 11-14. Another fine Silesian Hochschnitt goblet by Friedrich Winter very similar to the present lot was sold in these rooms, 21 May 2014, lot 40.







8*

**AN IMPORTANT SILESIAN ENGRAVED HOCHSCHNITT GOBLET
BY FRIEDRICH WINTER, HERMSDORF, CIRCA 1700**

The conical bowl finely decorated in *Hochschnitt* with three flowers comprising a peony, a calendula and a fritillaria, surrounded by various insects including a large dragonfly, the base of the bowl cut with a diamond band, set on an inverted baluster stem cut in high relief with stylised acanthus leaves, over a conical foot decorated with a formal foliate border, 16.3cm high

£30,000 - 40,000

€38,000 - 51,000

Provenance:

Sold at Wiener Kunstauktionen, Vienna, 16 May 2001, lot 252

Goblets of similar style by Friedrich Winter and his workshop, engraved with flowers and insects, are illustrated by J.R. Vavra, *Das Glas* (1954) p. 77, pl. 189, and by Dietmar Zoedler, *Schlesisches Glas - Schlesische Gläser* (1996), pp. 68-69, figs. 18 and 19. A flower identical to one on the present lot is illustrated by Zoedler on p. 70, fig. 20. Other goblets with similar themes are illustrated by Brigitte Klesse and Axel von Saldern, *500 Jahre Glaskunst* (1978), p. 171, cat. 108, sold at Sotheby's London, 16 June 1984, The Fritz Biemann Collection, lot 100, by Brigitte Klesse, *Glassammlung Helfried Krug, Vol. II* (1973), pp. 172-173, cat. 563, by Olga Drahátová, Gabriel Urbanek and Ivan Kafka, *European Glass* (1983), p. 107, pl. 71, and can also be found in the Museum für angewandte Kunst, Frankfurt, accession no. 5583/4723,239 (see Annaliese Ohm, *Europäisches und Aussereuropäisches Glas* (1980), pp. 180-181, cat. 389). Compare also the following lot in this sale.

Goblets cut with a similar diamond band at the base of a funnel shaped bowl can be found in the Museum for Applied Art, Prague, accession no. 5014 (see Vavra (1954), p. 78, cat. 191, and in the Focke Museum, Bremen, accession no. 29.2 (see Sabine Baumgärtner, *Glaskunst vom Empire bis zum Historismus* (1987), p. 143, pl. 126). See also Rudolf von Strasser, *Licht und Farbe* (2002), pp. 278-279, cat. 161, and von Strasser and Spiegel (1989), pp. 253-254, cat. 113.





9*

**A FINE AND RARE SILESIAN ENGRAVED HOCHSCHNITT GOBLET
BY FRIEDRICH WINTER, HERMSDORF, CIRCA 1700**

The waisted bell or thistle-shaped bowl finely decorated in *Hochschnitt* with three flowers, comprising a lily, a Martagon lily and a peony, surrounded by various insects including a large dragonfly, the rim cut with a band of polished circlelets, the base of the bowl and inverted baluster stem cut in high relief with formal borders of stylised acanthus leaves and lenses, set on a conical foot decorated with a formal foliate border, 19.1cm high (small chip to footrim)

£30,000 - 40,000

€38,000 - 51,000

Provenance:
Private collection, Vienna

A very similar goblet is illustrated by Brigitte Klesse, *Glassammlung Helfried Krug*, Vol. II (1973), pp. 172-173, cat. 563. Goblets of similar style by Friedrich Winter and his workshop, engraved with flowers and insects, are illustrated by J.R. Vavra, *Das Glas* (1954) p. 77, pl. 189, and by Dietmar Zoedler, *Schlesisches Glas - Schlesische Gläser* (1996), pp. 68-69, figs. 18 and 19. Other goblets with similar themes are illustrated by Brigitte Klesse and Axel von Saldern, *500 Jahre Glaskunst* (1978), p. 171, cat. 108 (sold at Sotheby's London, 16 June 1984, The Fritz Biemann Collection, lot 100), by Olga Drahatova, Gabriel Urbanek and Ivan Kafka, *European Glass* (1983), p. 107, pl. 71, and can also be found in the Museum für angewandte Kunst, Frankfurt, accession no. 5583/4723,239 (see Annaliese Ohm, *Europäisches und Aussereuropäisches Glas* (1980), pp. 180-181, cat. 389). Compare also with the previous lot in this sale, where very close similarities are evident in the execution of both the flowers and the insects.







10*

A SILESIAN ENGRAVED BEAKER, RIESENGBERGE, CIRCA 1700

The flared cylindrical form decorated on one side with a soldier on horseback charging before marching troops and a military encampment, with a rising sun on the horizon, the reverse panel depicting a Turkish battle scene, including a fallen horse and soldiers, with a fortified city in the background, both scenes within oval panels flanked by martial trophies, 11.2cm high (rim chip)

£1,000 - 1,500

€1,300 - 1,900

Provenance:

The Dietmar Zoedler Collection, sold at Sotheby's London, 21 November 2007, lot 8

Sold at Fischer, Heilbronn, 15 October 1988, lot 351

Literature: Dietmar Zoedler, *Schlesisches Glas - Schlesische Gläser* (1996), pp. 80-81, pl. 31

The scene may depict the battle and siege of Buda (Óbuda), when Count Ernst Rüdiger von Starhemberg, the defender of Vienna in 1683, and Prince Eugene of Savoy dealt the Ottomans a decisive blow in 1686 and ended 145 years of Turkish occupation of the city, the then capital of Hungary (Buda and Pest were finally united as one city in 1873). Similar examples are in the Kunstgewerbemuseum, Cologne, illustrated by Brigitte Klesse, Wilhelm Wagenfeld: *50 Jahre Mitarbeit in Fabriken* (1973), cat. 262. See also lot 4 in this sale.





11*

A BOHEMIAN ENGRAVED BEAKER, RIESENGEBIRGE, CIRCA 1700

In the manner of the Master of the Koula beaker, the flared cylindrical form deeply cut with a continuous landscape scene consisting of two sailing ships upon a large lake, each operated by two men, the foreground with a large rock formation, various plants and trees and a man holding a stick standing by the water's edge, a small city dominated by towers and steeples on the hilly terrain in the distance, all between line borders, polished pontil, 10.3cm high (short annealing crack)

£1,000 - 1,500

€1,300 - 1,900

Provenance:

Private Collection, Southwest Germany

The form and engraving of this beaker is reminiscent of the Koula beaker in the Decorative Arts Museum, Prague, accession no. 30.720/1849. The deep, delicate engraving would have been a very time consuming process requiring extraordinary skill. For beakers with similarly deeply cut engraving see Brigitte Klesse and Hans Mayr, *European Glass from 1500-1800* (1987), cat. 92 (the Ernesto Wolf Collection), and Brigitte Klesse, *Glassammlung Helfried Krug, Vol. I* (1965), pp. 188-189, cat. 178.



12*

A BOHEMIAN ENGRAVED GOBLET, CIRCA 1700

The round funnel bowl with fluted base, decorated with three cartouches flanked by elaborate arabesques and foliate scrolls, each containing a figure of a winged Cupid with quiver, holding an inverted torch in two of the scenes and a candlestick in the third, set on a faceted inverted baluster stem between collars, over a conical foot decorated with foliate arabesques, 19.8cm (polished chip to rim)

£1,000 - 1,500

€1,300 - 1,900

Provenance:

With Anthony Stout, Washington DC

For goblets of similar form see Robert Schmidt, *Das Glas* (1912), p. 261, fig. 144, and p. 263, fig. 145 (right). See also p. 264, fig. 146 (left) for a goblet with similar decoration. For goblets with feet engraved in a comparable manner see Rudolf von Strasser and Sabine Baumgartner, *Licht und Farbe* (2002), p. 266, fig. 36, Brigitte Klesse and Axel von Saldern, *500 Jahre Glaskunst* (1978), p. 174, cat. 111, and Gisela Haase, *Sächsisches Glas* (1988), p. 335, cat. 161. A goblet and cover of similar form with decoration incorporating a Cupid is also illustrated by Haase (1988), pp. 316-317, cat. 91. Compare also to the pair of Saxon engraved goblets offered as lot 20 in this sale.



**A HESSEN GOBLET BY
FRANZ GONDELACH**





13*

A SUPERB HESSEN GOBLET BY FRANZ GONDELACH, KASSEL, CIRCA 1710-15

The lower half of the generous round funnel bowl finely cut in high relief with a winged Cupid embracing with a satyr (Pan) reclining on a panther hide, Cupid's bow and quiver of arrows strewn on the ground together with the satyr's panpipes, set on a merese above a gadrooned inverted baluster stem carved with stylised acanthus leaves, over a conical foot decorated with a formal border of lobed acanthus leaves, the underside of the foot cut with a fancy eight-pointed star, 22.2cm high

£40,000 - 60,000

€51,000 - 76,000

Provenance:

Sold at Fischer, Heilbronn, 18 March 2000, lot 281

Considered on all counts to be one of the most important German glass engravers of the Baroque era, Franz Gondelach (1663-1726) skilfully mastered the techniques of *Tiefschnitt* (bas-relief) and *Hochschnitt* (high relief) decoration, made possible by the development of new glass compositions which facilitated the production of thicker-walled glass vessels. The composition of the glass Gondelach unfortunately always used, however, was inherently unstable due to the addition of too much potassium to the melt, meaning that many pieces by Gondelach suffer from crizzling. The leading expert on Gondelach, Professor Franz Adrian Dreier, stated that a glass which is not even slightly crizzled cannot have been engraved by Gondelach.

Gondelach seems to have had a particular preference for themes involving satyrs and Cupids such as this. For a comparative example see the goblet and cover by Gondelach in the Kunstgewerbemuseum, Schloss Köpenick, Berlin (see Franz Dreier, 'Franz Gondelach:

Baroque Glass Engraving in Hesse', *Journal of Glass Studies*, vol. 38 (1996), pp. 46 and 121, fig. 27, cat. 9, and also Gustav Pazaurek, F. Gondelach (1927), p. 20, fig. 8), which is similar both in form and decorative treatment, depicting a reclining nude female figure with a Cupid in flight above. Another goblet and cover by Gondelach, depicting a satyr with a reclining nude female figure is in the collection of the Metropolitan Museum of Art, accession no. 27.185.241a,b (see Dreier (1996), pp. 43 and 120, fig. 24, cat. 8, and also Pazaurek (1927), p. 19, fig. 7).

From his arrival in Kassel in 1682 Gondelach seems to have worked for Landgrave Charles of Hesse-Kassel. On 18 January 1688 he obtained an official appointment and is documented as 'court master glassworker', 'court glass engraver' or 'princely glass engraver'. His most famous works are three ice jugs: the first (Pommersfelden, Schloss Weissenstein) was a present from the Landgrave to Lothar Franz von Schoenborn in 1715, the second (made before 1714) is in Rosenberg Castle in Copenhagen, and the third (also made before 1714; Moscow, Kremlin) was given by Frederick IV of Denmark to Tsar Peter I. Other important works include a covered goblet (1717; The Hague, Gemeentemuseum) decorated with St George and cherubs executed in *Hochschnitt* and commissioned by Prince William of Hesse for the confraternity of St George in The Hague, a goblet with cover decorated with a faun and nymph (New York, Metropolitan Museum of Art) and a goblet with a resting Venus (Berlin, Schloss Köpenick).

Occasionally Gondelach signed his work with diamond-point engraving, and a particular mark was a cut eight-pointed star on the underside of the foot as on the present lot. The star, however, appears on only one of the three goblets known to have been signed by Gondelach. From 1723 until his death Gondelach directed the Landgrave's glass factory at Altmünden. For a detailed discussion of the life and work of Franz Gondelach see Dreier (1996) and references therein.



14*

A FINE POTSDAM ENGRAVED ROYAL GOBLET WITH A PORTRAIT OF FREDERICK WILLIAM I OF PRUSSIA, BY GOTTFRIED SPILLER, CIRCA 1714-18

The large round funnel bowl decorated on one side with a portrait bust of the King turned to sinister, flanked by leafy fronds, the rim cut with a cabouchon-and-circlet border, the base with a border of stylised acanthus leaves beneath a ropetwist band, set on a multi-knopped stem with stiff-leaf wreath borders, over a conical foot engraved with a formal acanthus leaf border, a ropetwist band and various flowers, 21.1cm high (tiny chip to footrim)

£15,000 - 20,000

€19,000 - 25,000

Provenance:

With Galerie von Spaeth, Munich

Literature:

Weltkunst, no. 68 (11), 1998 (1 October 1998), p. 2012

Frederick William I of Prussia (1688-1740, crowned 1713) was the father of Frederick the Great. The portrait on the present lot shows the King wearing a long, full-bottomed wig, a type he outlawed in 1718 from the court in favour of the simpler pony-tail wig. The portrait may therefore have been engraved before 1718, perhaps based on a Prussian coin struck in 1714 as a model (see Freiherr von Schoeller, *Das Preussische Muenzwesen im 18. Jahrhundert*, Acta Borussia, Beschreibender Teil, I, (1902), pl. 14, no. 224). Similar goblets with portraits of Frederick I are illustrated by Robert Schmidt, *Brandenburgische Gläser* (1914), pls. 13 (no. 1), 19 (no. 3), and 25 (nos. 1 and 2), and also by Schmidt, *Das Glas* (1912), p. 313, fig. 176. A goblet and cover of very similar form bearing a portrait of Frederick I was also in The Mühleib Collection, offered in these rooms, 2 May 2013, lot 41, previously sold at Sotheby's London, 17 July 1978, lot 157.

A Potsdam goblet of comparable shape and decoration, engraved with the coat of arms of Frederick William I, was formerly in the Ernesto Wolf Collection illustrated by Brigitte Klesse and Hans Mayr, *European Glass from 1500-1800* (1987), cat. 131. Another goblet of similar form with a relief carved portrait bust of Augustus the Strong of Saxony is again illustrated by Klesse and Mayr, cat. 130. In this instance, it is believed that the glass was made in Potsdam, circa 1710-20, and the portrait relief carved in Dresden, Saxony, circa 1720.







15*

A SOUTHERN BOHEMIAN ENGRAVED ARMORIAL MARRIAGE GOBLET AND COVER, HELMBACH GLASSWORKS, CIRCA 1720

The round funnel bowl delicately engraved with two arms *accollé* surmounted by a crown, beneath the inscription *Was treu Renatisch = und gutt Nostitzisch ist / was schönster Renate treu lebet / ergeben / und was der Nostitz nicht liebet Vergeben / soll leben?*, the inscription continuing onto the reverse of the bowl, the rim with a frosted line border, set on a faceted inverted baluster stem inset with ruby and aventurine twists, over a conical foot with a rosette-cut underside, the matching domed cover with a stylised floral motif and border of circlets and a faceted spire finial inset with ruby and aventurine threads, 26.2cm high (2)

£4,000 - 6,000

€5,100 - 7,600

Provenance:

Sold at Fischer, Heilbronn, 18 March 2000, lot 268

Goblets of this type were commissioned during the 18th century to commemorate the marriage of an aristocratic couple, as indicated by the coronet above the two coats of arms. The arms of the husband's family appear on the left (the heraldic right), and that of the wife's on the right. The arms are those of Johann Otto Wenzel, Graf von Nostitz-Rokinitz und Reineck (1674-1751), and his wife Maria Renata von Franckenburg (1684-1750). Johann Otto Wenzel was a Privy Councillor and Governor of the Silesian principality of Wolów (Breslau). Their ancestral home was Lobris Palace in Luboradz (modern day Poland), which stands derelict today.

Goblets similarly engraved with arms of alliance (*Allianzwappen*) are illustrated by Brigitte Klesse, *Glassammlung Helfried Krug*, Vol. II (1973), pp. 212-213, cat. 618, and pp. 226-228, cats. 637 and 638, by Brigitte Klesse and Axel von Saldern, *500 Jahre Glaskunst* (1978), p. 170, cat. 107, and by Rudolf von Strasser and Sabine Baumgärtner, *Licht und Farbe* (2002), pp. 276-277, cat. 160, the latter sold at Sotheby's London, 17 October 1988, lot 161.



16*

A CENTRAL GERMAN OR BRANDENBURG ENGRAVED ROYAL GOBLET WITH THE ARMS OF CHARLES VI, CIRCA 1711-40

The cup-shaped bowl decorated with the Austrian double-headed eagle beneath a crown, encircled by the titled coats of arms of the imperial crown lands, the reverse with the mirror monogram *C VI* beneath a crown, both motifs flanked by palm fronds, set on a stem comprised of a beaded knob and beaded inverted baluster between collars, over a conical foot decorated with a formal border, 22.6cm high

£1,200 - 1,800

€1,500 - 2,300

Provenance:

Sold at Fischer, Heilbronn, 15 March 2008, lot 108

Charles VI (1685-1740) was crowned King of Spain in 1700 over his rival Philip of Anjou, sparking the War of the Spanish Succession (1701-1714). He was Holy Roman Emperor of the German Nation from 1711-1740, succeeding his older brother, Emperor Joseph I, who died without issue in 1711. As Archduke of Austria, King of Hungary, Bohemia, Croatia, Sardinia, Naples and Sicily, he ruled the crown lands represented by the arms on the present lot.





17*

**A FINE SAXON ENGRAVED GOBLET AND COVER
COMMEMORATING THE PRAGMATIC SANCTION, DRESDEN,
CIRCA 1725**

The campana bowl with faceted base, finely decorated with three circular medallions, including the Imperial double-headed eagle, its breast adorned with the coat of arms of Charles VI, beneath the Emperor's crown and the inscription *AUGUSTISSIMA PATRONANZA* (Majestic Protection), flanked on both sides by martial trophies, the other two medallions separated by a portrait bust wearing a plumed helmet and surrounded by fancy scrollwork, the first containing the Bohemian two-tailed crowned lion beneath the King's crown, the other the Silesian crowned eagle beneath a Duke's coronet, set on a faceted knop and inverted hollow baluster, over a conical foot decorated with a scroll border incorporating trophies and grotesques, the matching domed cover with a faceted hollow finial and decorated with formal scrollwork, 45.2cm high (slight clouding to rim of bowl) (2)

**£15,000 - 20,000
€19,000 - 25,000**

Provenance:

The Otto Dettmers Collection, sold at Sotheby's London, 23 November 1999, lot 67

Following the death of his father Emperor Leopold I, Charles (1685-1740) was crowned Charles VI, Holy Roman Emperor of the German Nation, in Vienna in January 1712, and subsequently King of Bohemia in 1723. The Pragmatic Sanction was a treaty arranged by Charles VI in 1713 to secure the succession of a daughter to the Habsburg throne, as by 1711 Charles was the sole male survivor of the House of Habsburg and he had no male heir. Upon his death he was ultimately succeeded by his daughter, Maria Theresia (1717-1780), which resulted in the outbreak of the War of the Austrian Succession in spite of the treaty. The trophies of war flanking the Austro-Hungarian coat of arms on the present lot refer to the Seventh Ottoman-Venetian War (1714-18). The inclusion of this coat of arms alongside those of Bohemia and Silesia represents the glorification of the Pragmatic Sanction, which was ratified by Silesia in 1720, by Bohemia in 1723, and by Hungary in 1724.

An almost identical goblet, formerly in the von Strasser Collection, is now in the Kunsthistorisches Museum, Vienna, illustrated by Rudolf von Strasser and Sabine Baumgärtner, *Licht und Farbe* (2002), pp. 382-386, cat. 230. Goblets which are comparable in style and shape are illustrated by Gisele Haase, *Sächsisches Glas* (1988), pp. 359-361, cats. 261-264 and 266, and by Sabine Baumgärtner, *Sächsisches Glas: Die Glashütten und ihre Erzeugnisse* (1977), cats. 133-138. A goblet bearing the same three coats of arms and inscription is illustrated by Rainer Rückert, *Die Glassammlung des Bayerischen Nationalmuseums München*, Vol. II (1982), p. 224, cat. 634 and another is offered as the following lot in this sale.





18*

A BOHEMIAN ENGRAVED GOBLET COMMEMORATING THE PRAGMATIC SANCTION, RIESENGEBIRGE, CIRCA 1720-25

The tall round funnel bowl decorated with three coats of arms within circular medallions, including the Austro-Hungarian double-headed eagle, its breast adorned with a shield depicting the Austrian *Bindenschild* on the right and the Hungarian royal coat of arms on the left, beneath the Emperor's crown and the inscription *AVGVSDISSIMA PATRONANZA* (Majestic Protection), flanked on both sides by martial trophies, the Bohemian two-tailed crowned lion beneath the King's crown in a medallion to the left and the Silesian crowned eagle beneath a Duke's coronet in one to the right, set on a faceted inverted baluster stem inset with ruby and aventurine threads, between two collars, over a conical foot, 19.6cm high (tiny chip to rim)

£1,000 - 1,500

€1,300 - 1,900

Provenance:

Sold at Fischer, Heilbronn, 17 October 1998, lot 398

The overall decoration with the coats of arms of Bohemia and Silesia commemorates the Emperor Charles VI's Pragmatic Sanction of 1713, securing the succession to the Austrian throne by a female Habsburg (his eldest daughter, Maria Theresia), in the absence of a male heir.

A very similar goblet is in the Bavarian National Museum, Munich, illustrated by Rainer Rückert, *Die Glassammlung des Bayerischen Nationalmuseums München*, Vol. II (1982), p. 224, cat. 634. Compare also to the goblet offered as the previous lot in this sale.



19*

A SILESIAN ENGRAVED GOBLET, RIESENGBIRGE, DATED 1723

The campana bowl decorated with two coats of arms *accollé* beneath a crown, the date 1723 inscribed above crossed palm fronds beneath the arms, surrounded by richly ornamented scrollwork including a canopy above, the reverse decorated with two soldiers in Roman costume shaking hands, one holding a shield inscribed *DAVID*, the other with a shield inscribed *IONATHAN* at his feet, flanked on both sides by urns of flowers, with inscriptions in German above and below, the base of the bowl fluted, set on a faceted inverted baluster stem and a conical foot decorated with formal scrollwork, 18.1cm high

£1,500 - 2,000

€1,900 - 2,500

Provenance:

Sold at Sotheby's London, 15 December 1998, lot 318

Sold at Lempertz, Cologne, 25 May 1957, lot 564

Friedrich Neuburg Collection, Dresden/Leitmeritz

The inscription on the bowl reads:

Man kan die treu mit nichts als gegentreu belohnen und ein rect treues hertz gildt mehr als tausend kronen (One can reward faithfulness with nothing but reciprocal loyalty and a true loyal heart weighs more than a thousand crowns)

Wir schliessen unsern bund in diese wortte ein du solt mein Jonathan ich wil dein David sein (We tie our band with these words, you shall be my Jonathan and I will be your David)

David and Jonathan were heroic figures of the Kingdom of Israel and are recorded in the Book of Samuel in which David's ascent to power and the covenant the two men formed is detailed. The crests may be those of the Krumenau and von Penzig families, or those of Steinsdorf of Bavaria and Bodenschwech of Hesse. Goblets of very similar form and with comparable decoration are illustrated by Rudolf von Strasser and Sabine Baumgärtner, *Licht und Farbe* (2002), pp. 276-277, cat. 160, by Walther Bernt, *Sprüche auf alten Gläsern* (1928), p. 19, no. 54, and by Robert Schmidt, *Das Glas* (1912), pp. 273, fig. 161. For the inscription see Bernt (1928), p. 13, no. 15.





20*

A PAIR OF SAXON ENGRAVED GOBLETS, DRESDEN, CIRCA 1725

Both campana bowls decorated with four cartouches containing winged Cupids engaged in various pursuits, each separated by elaborate scrollwork surmounted by baskets of flowers, the rims cut and engraved with a formal band of circllets, the bases of the bowls with honeycomb facets, set on multi-knopped inverted wrythen baluster stems inset with ruby and aventurine twists, over conical feet cut on the underside with fancy scrollwork, 21.6cm and 21.8cm high, the feet inscribed with inventory numbers G0173.1 and G0173.2 in black enamel and XI and 37 incised in diamond point (2)

£4,000 - 6,000

€5,100 - 7,600

Provenance:

Former Collection of Heinrich LXXII, Prince Reuss (1797-1853), and his heirs, sold at Christie's, Gera, Germany, 26 May 1998, lot 44

A pair of goblets of almost identical form, but with different engraving, was formerly in the Ernesto Wolf Collection illustrated by Brigitte Klesse and Hans Mayr, *European Glass from 1500-1800* (1987), cat. 108. For another goblet engraved with similar figures of Cupids see also lot 12 in this sale.



21*

A POTSDAM ENGRAVED GOBLET, ATTRIBUTED TO ELIAS ROSBACH, CIRCA 1730

The round funnel bowl gadrooned at the base, decorated with a continuous landscape scene, dominated by a couple in period costume seated beneath a tree, the lady holding a rifle in her hands, beneath the inscription *Es Leben die schönen finger und die angenehmen Dinger die unter Eichen und dannen den Jäger die hanen spannen* (Long live the beautiful fingers and pleasant things that, beneath the oaks and pines, cock the hunter's gun), the rim cut with a band of circlets, set on a baluster stem also cut with bands of circlets, over a domed foot with a gadrooned border, 20cm high

£2,500 - 3,500

€3,200 - 4,400

Provenance:

Sold at Fischer, Heilbronn, 14 October 2000, lot 328

Occasionally Elias Rosbach added unique little nicks to his engraved tree leaves, as on the present lot. A goblet and cover of slightly different shape but decorated with an identical scene and inscription is illustrated by Brigitte Klesse, *Glassammlung Helfried Krug*, Vol. II (1973), pp. 218-219, cat. 624. See also Erich von Czihak, *Schlesische Gläser* (1891), p. 258, no. 672. For the inscription see Walther Bernt, *Sprüche auf alten Gläsern* (1928), p. 34, cat. 169.



22*

A SILESIAN ENGRAVED GOBLET ATTRIBUTED TO SAMUEL MATTERN, HERMSDORF, CIRCA 1730

The tapering ogee bowl cut at the base in the manner of rock crystal, decorated with an elaborate scrollwork cartouche containing a formal garden scene with a palace in the background, a well-dressed lady and gentleman seated beside a tree stump in the foreground, the lady playing a lute and wearing a fancy hat and a low-cut dress, the gentleman stroking the head of a dog, the collar of the dog engraved with the initials *SFM*, the reverse decorated with a parakeet pecking at a stylised basket of fruit and flowers, two children playing instruments to the right and another two children playing to the left, set on a faceted inverted baluster stem between collars, over a conical foot with a formal stiff-leaf border and rosette-cut base, 19.7cm high

£7,000 - 9,000
€8,900 - 11,000

Provenance:

Sold at Fischer, Heilbronn, 17 October 1998, lot 467

Sold at Fischer, Heilbronn, 16 October 2004, lot 257



The only glass engraver recorded as working in Silesia in the first half of the 18th century who may fit the initials *SFM* is Samuel Mattern, who may have used the middle initial F, although there do not appear to be any other examples signed by Samuel Mattern or bearing the same initials. In 1732 and 1736 Mattern signed the register in the chapel on top of the Schneekoppe, the highest peak in the Giant Mountains (Riesengebirge), with the note 'Samuel Mattern, Stein- und Glasschleifer in Ihro Excell. Graf Schaffgottshens Schleifmühle in Hermsdorf' (Samuel Mattern, stone- and glass engraver in His Excellence Count Schaffgotsch's grinding mill in Hermsdorf).

Engraved scenes of children at play are not uncommon on Silesian glasses from the 1730s. Glasses with such scenes, formerly in the Ernesto Wolf Collection, are illustrated by Brigitte Klesse and Hans Mayr, *European Glass from 1500-1800* (1987), cats. 111-113. Similar goblets depicting couples playing instruments are illustrated by Brigitte Klesse and Axel von Saldern, *500 Jahre Glaskunst* (1978), p. 182, cat. 120, and by Strasser and Spiegl (1989), pp. 263-264, cat. 124; the lady in the latter example plays a lute and is engraved in a comparable way to the lady depicted on the present lot. Another Silesian footed beaker decorated with a lady playing a lute is illustrated by Brigitte Klesse, *Glassammlung Helfried Krug, Vol. I* (1965), pp. 223-225, cat. 228.







23*

A SILESIAN ENGRAVED ARMORIAL GOBLET, WARMBRUNN, CIRCA 1730-35

The faceted ogee bowl cut in the manner of rock crystal at the base, decorated with a panoramic cityscape with the inscription *Lieben - Thal* above, within an elaborate scrolling foliate cartouche, flanked by scenes of the linen trade, spinning and weaving to the right, bailing and packing into barrels to the left, the reverse decorated with a fancy strapwork and foliate cartouche containing a coat of arms beneath the initials *LS*, set on a faceted inverted baluster stem between collars, over a conical foot with a formal border of foliate scrolls and a rosette-cut underside, 20.1cm high

£3,000 - 5,000

€3,800 - 6,300

Provenance:

The Dietmar Zoedler Collection, sold at Sotheby's London, 21 November 2007, lot 22

Literature:

Dietmar Zoedler, *Schlesisches Glas - Schlesische Gläser* (1996), pp. 75-76, pls. 25-26

Liebenthal was the centre of linen production on the Silesian side of the Giant Mountains (Riesengebirge) between the 17th and 19th centuries. An almost identical goblet, with a cover, is illustrated by Gustav Pazaurek, *Die Gläserammlung des Nordböhmischen Gewerbe-Museums in Reichenberg* (1902), pl. 23b. Goblets decorated with scenes of linen production are also illustrated by Brigitte Klesse, *Glassammlung Helfried Krug, Vol. I* (1965), pp. 226-227, cat. 233, by Christel Mosel, *Glas: Mittelalter - Biedermeier* (1979), p. 128, cat. 183 (161), and can be found in the Kunstgewerbemuseum, Cologne, accession no. F 405 (see catalogue, *Glas* (1963), p. 150, cat. 338).



24*

A THURINGIAN ENGRAVED ROYAL GOBLET WITH A PORTRAIT OF EMPEROR FRANCIS I, BY GEORG KUNKEL OR HIS WORKSHOP, CIRCA 1745-50

The slightly flared round funnel bowl with teared base, finely decorated with a portrait bust of Francis I to sinister, within a circular cartouche flanked by trumpets, flags and two standards bearing the initials *F* (for 'Francis') and *I* (for 'Imperator') respectively, the reverse decorated with the Imperial double-headed eagle beneath a crown, holding the Imperial insignia in its talons and with the coat of arms of the House of Lorraine at its breast, the rim with faceted gadrooning, set on a four-sided panel-moulded hollow knop between mereses, above a similarly moulded hollow pedestal stem, on a later replacement silver-plated foot embossed with a foliate border, 22.9cm high

£2,000 - 3,000

€2,500 - 3,800

Provenance:

Sold at Fischer, Heilbronn, 18 March 2000, lot 309A

Sold in these rooms, Phillips, 16 September 1998, lot 47

Literature:

John Sandon, *Starting to Collect Antique Glass* (1999), illustration p. 76

Francis Stefan of Lorraine, husband of Empress Maria Theresia of Austria, was crowned Francis I, Holy Roman Emperor, in 1745 and reigned until his death in 1765. An almost identical goblet attributed to Georg Ernst Kunkel is illustrated by Rainer Rückert, *Die Glassammlung des Bayerischen Nationalmuseums München*, Vol. II (1982), p. 205, pls. 168-169, cat. 578. A companion goblet with a portrait of Empress Maria Theresia is in the Museum für Kunsthandwerk, Frankfurt am Main, accession no. 5489/238 (see catalogue (1980), p. 195, cat. 418). Another goblet of similar shape, but with different engraving, is illustrated by Rudolf von Strasser and Sabine Baumgärtner, *Licht und Farbe* (2002), pp. 370-371, cat. 223.





25*

A SILESIAN ENGRAVED GOBLET, CIRCA 1730-40

The faceted ogee bowl decorated with two elaborate strapwork cartouches linked by formal sprays of flowers and scrollwork, one decorated with a scene of two men shaking hands on a wooded hillside surmounted by a small chapel, beneath the inscription *Hütte freunde über al, besonders umb den Riebezahl*, the other containing a similar scene of sheep grazing on a hillside surmounted by a small castle, all with matt ground areas and polished details, the rim engraved with a stiff leaf border, set on a faceted inverted baluster stem between collars, over a conical foot with stiff-leaf border and rosette-cut underside, 16.6cm high (chip to footrim)

£700 - 900

€890 - 1,100

Provenance:

Sold in these rooms, 6 June 2007, lot 52

The hill surmounted by a chapel represents the Schneekoppe, the highest peak in the Giant Mountains (Riesengebirge). The inscription is written phonetically in the local dialect, and refers to Rübezahl, the mythical Giant (*Riese*) who rules the Giant Mountains. Further goblets depicting tourists ascending peaks in the Giant Mountains are offered as lots 37 and 38 in this sale.



26*

A SAXON ENGRAVED GOBLET, DRESDEN, CIRCA 1735

The round funnel bowl fluted at the base, decorated with a romantic landscape scene comprising an archer aiming his bow and arrow towards a seated lady, holding a wreath in her right hand and a shield in her left, beneath the inscription *trif nur recht in Zihl hinein so schenck ich dir das Cräntzlein* (hit the target right on, and I will give you the little wreath), the rim with frosted line border, set on a faceted inverted baluster stem between collars, over a conical foot engraved with a stylised floral spray, 20.2cm high

£600 - 800

€760 - 1,000

Provenance:

Former Collection of Heinrich LXXII, Prince Reuss (1797-1853), and his heirs, sold at Christie's, Gera, Germany, 26 May 1998, lot 50



27*

A SILESIAN ENGRAVED WINE GLASS, WARMBRUNN, CIRCA 1740

The fluted funnel shaped bowl richly decorated with a scroll and strapwork cartouche containing the mirror monogram *JM* beneath a crown, the reverse decorated with three sporting scenes, including a man fishing by a lake beneath the inscription *Von fischen kriegt mans feber* (fishing gets one in heat), a huntsman shooting at a bird perched on a branch beneath the inscription *Vögel sind mir Lieber* (I prefer making love), and a man on horseback engaged in a stag hunt beneath the inscription *Jägerey is drüber* (seduction is best), the rim with a stiff leaf border, set on a faceted inverted baluster stem between collars, the faceted foot with stiff-leaf border and rosette-cut underside, 14.6cm high (chips to footrim, chip to edge of flute of bowl)

£500 - 700

€630 - 890

Provenance:

Sold at Fischer, Heilbronn, 22 March 2003, lot 172



28*

A THURINGIAN ENGRAVED ROYAL ARMORIAL GOBLET WITH THE ARMS OF CHARLES VII, CIRCA 1742-45

The round funnel bowl with a teared base, decorated with the Imperial double-headed eagle beneath a crown, the Bavarian coat of arms on its breast, holding the sword and sceptre in its right talon and the Imperial orb (*Reichsapfel*) in its left, the reverse inscribed *VIV at CAROLUS. VII*, set on a hexagonal panel-moulded hollow knop between collars, over a similarly moulded hollow pedestal stem, on a conical folded foot decorated with a formal foliate border, 19.5cm high

£700 - 900

€890 - 1,100

Provenance:

With Galerie von Spaeth, Munich, October 2000

This goblet was formerly in the possession of a descendent of a butler to Emperor Charles VII. Following the War of the Austrian Succession, on 24 January 1742, Charles Albert (Albrecht) of Bavaria (1697-1745) was elected Emperor and was the first and only member of the House of Wittelsbach to hold this position. A goblet of very similar shape, but engraved with the cipher for Frederick II of Prussia, is illustrated by Rainer Rückert, *Die Glassammlung des Bayerischen Nationalmuseums München*, Vol. II (1982), pp. 205-206, pl. 170, cat. 580.



29*

A SILESIA ENGRAVED ARMORIAL BEAKER, HIRSCHBERGER TAL, CIRCA 1730-40

The flattened conical faceted form elaborately decorated with the arms of Starhemberg in an ovoid cartouche beneath a crown, flanked by two stylised lions, the reverse decorated with various cityscapes, each surrounded and flanked by ornate scrollwork and formal designs, below a gilt-edged rim, polished pontil, *10.1cm high*

£600 - 800
€760 - 1,000

Provenance:

Sold at Fischer, Heilbronn, 14 October 2000, lot 285

The coat of arms is that of Count Ernst Rüdiger von Starhemberg (1638-1701), who was the military governor of Vienna from 1680 and who defended the city against the Turkish invasion during the Battle of Vienna in 1683. A faceted beaker of comparable form, also engraved with a coat of arms, is illustrated by Rudolf von Strasser and Sabine Baumgärtner, *Licht und Farbe* (2002), pp. 268-270, cat. 155. Glasses decorated in a similar manner with dense scrollwork are illustrated by Brigitte Klesse and Hans Mayr, *European Glass from 1500-1800* (1987), cat. 116 (the Ernesto Wolf Collection), and also by Strasser and Baumgärtner (2002), pp. 273-277, cat. 160.



30*

A SMALL SILESIA ENGRAVED GOBLET, WARMBRUNN, CIRCA 1740

The ogee bowl gadrooned and faceted at the base, cut with four large panels, one decorated with a coat of arms beneath a winged griffin holding three flowers, all within elaborate strapwork and scrolls, the reverse panel with a figure of Athena, similarly surrounded by scrollwork, the remaining two panels densely decorated with landscape vignettes, baskets of flowers and elaborate scrollwork, each panel separated by a vertical column of small panels engraved with miniature landscapes and figures, set on a faceted inverted baluster stem between collars, over a conical foot with stiff-leaf border and rosette-cut underside, *14.2cm high*

£600 - 800
€760 - 1,000

Provenance:

With Galerie von Spaeth, Munich

A goblet of very similar shape and decorated with vertical columns of small panels is in the Kunstgewerbemuseum, Cologne, accession no. F 658 (see catalogue, *Glas* (1963), p. 148, cat. 331). Another is illustrated by Christel Mosel, *Glas: Mittelalter - Biedermeier* (1979), p. 126, cat. 177 (159). A footed beaker depicting Athena, again with a similar panel arrangement, is illustrated by Brigitte Klesse, *Glassammlung Helfried Krug, Vol. I* (1965), pp. 216-217, cat. 218. Compare also to the goblet sold in these rooms, 6 June 2007, lot 44.

31*

A SILESIAN ENGRAVED BEAKER, WARMBRUNN, CIRCA 1750

The slightly flared cylindrical form cut with two large palmettes in high relief, finely decorated with formal geometric scrollwork, all within elaborate cartouches flanked by architectural devices, divided by two similarly decorated narrow panels in high relief, the lower section with gadroons each decorated with either a huntsman, stag, deer, dogs, or trees, *9cm high*

£800 - 1,200
€1,000 - 1,500

Provenance:

Sold at Fischer, Heilbronn, 27 June 1998, lot 155
The Dietmar Zoedler Collection, sold at Sotheby's London, 21 November 2007, lot 36

Modest glasses decorated with palmettes such as this are rare. A footed beaker, now in the Landesmuseum Württemberg, Altes Schloss, Stuttgart, decorated with a similar palmette, possibly from the workshop of Christian Gottfried Schneider, was formerly in the Ernesto Wolf Collection illustrated by Brigitte Klesse and Hans Mayr, *European Glass from 1500-1800* (1987), cat. 119. See also Rudolf von Strasser and Sabine Baumgärtner, *Licht und Farbe* (2002), pp. 302-303, cat. 179, for another footed beaker decorated with a comparable palmette, now in the Kunsthistorisches Museum Vienna and permanently exhibited in Schloss Ambras, Tyrol.

32*

A SILESIAN ENGRAVED GOBLET BY CHRISTIAN GOTTFRIED SCHNEIDER OR HIS WORKSHOP, WARMBRUNN, CIRCA 1750

The flattened ogee bowl gadrooned at the base, decorated on both sides with two large palmettes in relief which are finely engraved with stylised grotesques, flowers, buildings and figures walking amongst trees, flanked on one side by an elegant couple and their dog greeting each other in a formal garden and on the other by a couple walking by a fountain with their dogs, set on a faceted inverted baluster stem between collars, over a conical foot with stiff-leaf border and faceted rim, *16.8cm high*

£600 - 800
€760 - 1,000

Provenance:

Sold at Fischer, Heilbronn, 16 March 2002, lot 203

A goblet with similarly engraved palmettes in high relief was formerly in the Ernesto Wolf Collection illustrated by Brigitte Klesse and Hans Mayr, *European Glass from 1500-1800* (1987), cat. 117, and by Brigitte Klesse and Axel Von Saldern, *500 Jahre Glaskunst* (1978), p. 181, cat. 119. See also the footed beakers illustrated by Klesse and Mayr (1987), cat. 119 and by Jaroslav Vavra, *Das Glas und die Jahrtausende* (1954), pl. 78, cat. 192.





33*

AN IMPORTANT SILESIAN ENGRAVED GOBLET BY CHRISTIAN GOTTFRIED SCHNEIDER, WARMBRUNN, CIRCA 1750

The generous ogee bowl finely decorated with a lively scene of Hamburg harbour, comprising a row of stately buildings, three ships and three boats on the water in the distance, the reverse decorated with an empty elaborate scrollwork cartouche surmounted by a figure of Neptune, all above the mythical figures of Mercury and Chronos, standing in front of a number of bales and barrels, flanked by four charming scenes of seated figures engaged in various pursuits, the base of the bowl cut with palmettes, gilt-line rim, set on a faceted knob and a plain stem section between collars, over a conical foot with stiff-leaf border and faceted rim, 22.1cm high (chips to footrim)

£5,000 - 7,000

€6,300 - 8,900

Provenance:

Sold at Fischer, Heilbronn, 17 March 2001, lot 248

The many bales and goods depicted on the present goblet may represent linen, a major product of the area around Liebenthal, which was the centre of its manufacture. The various figures and implements depicted represent COMMERCE, BUSINESS, THE SEA, HOPE, DILIGENCE, VANITY, TIME and DEATH. A paper cast exists of a glass engraved by Christian Gottfried Schneider, showing the same motif of a businessman sitting at his desk, and also of a lady holding a mirror (see Anna Chrzanowska, *Odbitki dekoracji szkieł Christiana Gottfrieda Schneidera* (1963), pl. LV, no. 2). In the cast, however, the lady is pictured next to the desk of the businessman, whereas in the present lot they are separated by the figures of Mercury and Chronos.

The goblet in the present lot is one of the finest depicting such a harbour scene. Goblets of comparable shape and decorated with similarly detailed scenes are illustrated by Rudolf von Strasser and Sabine Baumgärtner, *Licht und Farbe* (2002), pp. 290-293, cat. 172, by Rainer Rückert, *Die Glassammlung des Bayerischen Nationalmuseums München*, Vol. II (1982), pp. 260-261, pl. 234, cat. 781, and by Robert Schmidt, *Die Gläser der Sammlung Mühsam* (1914), p. 42, pl. 20, cat. 163. Compare also to the following lot in this sale.





34*

A FINE SILESIAN ENGRAVED GOBLET BY CHRISTIAN GOTTFRIED SCHNEIDER, CIRCA 1740

The campana bowl with a gadrooned and faceted base below a faceted band, decorated with a fancy cartouche containing seated figures of Justice and Peace, a shield at their feet bearing the arms of the House of Habsburg, the reverse decorated with an elaborate harbour scene with two tradesmen standing on the waterfront and three large ships on the water, beneath a figure of Mercury holding the caduceus and a shield bearing the emblem of Hamburg, the crests for London and the province of Holland to the left and right respectively, flanked by the inscription *auff die wohlfahrt von der Negotie* (to the well-being of the trade), set on a faceted and gadrooned inverted baluster stem, over a conical foot with stiff-leaf border and star-cut underside, 21.6cm high

£6,000 - 8,000
€7,600 - 10,000

Provenance:

Sold at Fischer, Heilbronn, 18 March 2000, lot 335

The harbour scene on the present lot is adapted from a source print reproduced by Franz Adrian Dreier, 'Stichvorlagen und Zeichnungen zu Gläsern Christian Gottfried Schneiders', *Journal of Glass Studies*, vol. 7 (1965), pp. 66-78, figs. 1 and 2. Goblets engraved with very similar harbour scenes are illustrated by Robert Schmidt, *Die Gläser der Sammlung Mühsam* (1914), p. 42, pl. 20, cat. 163, by Rainer Rückert, *Die Glassammlung des Bayerischen Nationalmuseum München*, Vol. II (1982), pp. 260-261, pl. 234, cat. 781, by Rudolf von Strasser and Sabine Baumgärtner, *Licht und Farbe* (2002), pp. 290-295, cat. 172, and by Brigitte Klesse, *Glassammlung Helfried Krug*, Vol. I (1965), pp. 226-227, cats. 232-233.

Compare this goblet with the previous lot in this sale and also with another goblet sold at Sotheby's London, 13 June 1977, lot 215. A goblet with a different harbour scene but an identical inscription is illustrated by Brigitte Klesse and Axel von Saldern, *500 Jahre Glaskunst* (1978), p. 187, cat. 127. For a goblet of almost identical form, but different engraving, see Robert Schmidt, *Die Gläser der Sammlung Mühsam: Neue Folge* (1926), p. 42, pl. 20, cat. 159.





35*

A BOHEMIAN ENGRAVED ZWISCHENGOLDGLAS GOBLET, CIRCA 1740

The round funnel bowl finely decorated with a continuous lakeside landscape scene depicting a duck hunt, comprising two hunters with their muskets and two dogs, a skein of ducks flying over the water, above a band of flutes, the base of the bowl faceted and decorated with gilt foliate scrolls and acanthus leaves on a ruby ground, the rim with a stiff leaf border, set on a faceted inverted baluster stem between collars, over a conical foot with faceted rim and rosette-cut underside, 15.1cm high

£3,000 - 5,000

€3,800 - 6,300

Provenance:

Sold at Sotheby's London, 18 December 2002, lot 14

36*

**A SILESIAN ENGRAVED ROYAL GOBLET WITH A PORTRAIT OF
FREDERICK II OF PRUSSIA, WARMBRUNN, CIRCA 1750**

The faceted ogee bowl decorated with a scene of the King on a prancing horse, atop a pedestal to which two putti are chained by the hands, all beneath a flying banner inscribed *VIVAT FRIEDERICUS BORUSSORUM REX*, flanked by flags, lances and cannons, the reverse decorated with martial trophies within a fancy scroll and strapwork cartouche, with a gilt-line rim, set on a faceted inverted baluster stem between collars, over a conical foot with stiff-leaf border and rosette-cut underside, 17cm high

£800 - 1,200
€1,000 - 1,500

Provenance:

Sold at Fischer, Heilbronn, 20 March 2004, lot 187

Frederick the Great (1712-1786) was the King of Prussia from 1740-1786. He was often depicted with martial trophies as a result of his victorious battles which enlarged and consolidated Prussia during his reign. A footed beaker and a goblet with a very similar depiction of Frederick the Great on horseback, also engraved by Christian Gottfried Schneider, is illustrated by Brigitte Klesse, *Glassammlung Helfried Krug*, Vol. I (1965), pp. 224-225, cats. 229 and 230. Another goblet of similar shape and with similar decoration is illustrated by Dietmar Zoedler, *Schlesisches Glas - Schlesische Gläser* (1996), pp. 119-120, fig. 52 (right). See also Robert Schmidt, *Die Gläser der Sammlung Mühsam* (1914), p. 40, cat. 150.



37*

A SILESIAN ENGRAVED GOBLET, RIESENGBIRGE, DATED 1750

The faceted ogee bowl with gadrooned and faceted base, decorated with a panoramic view of the Giant Mountains (Riesengebirge), including figures ascending the Schneekoppe, beneath the inscription *Gutter Freunde überall, am Oder Strohm und Riebezahl* (Good Friends everywhere, along the Oder River and Rübezahl), the reverse inscribed *Siehe hier Vier gutte Freunde, auff den Steilen Felßen hincken, laß uns auf das angedencken dieser frohen Reiß Trincken. IFVH. MSVH. JCS. CES. den 13. August. 1750* (See here four good friends climb the steep rock, let us drink in memory of this enjoyable trip...) within a foliate scroll cartouche, all below a gilt line rim, set on a faceted cushion knob and a conical foot with faceted rim, 11.7cm high

£700 - 900
€890 - 1,100

Provenance:

Purchased Hanover, 1972

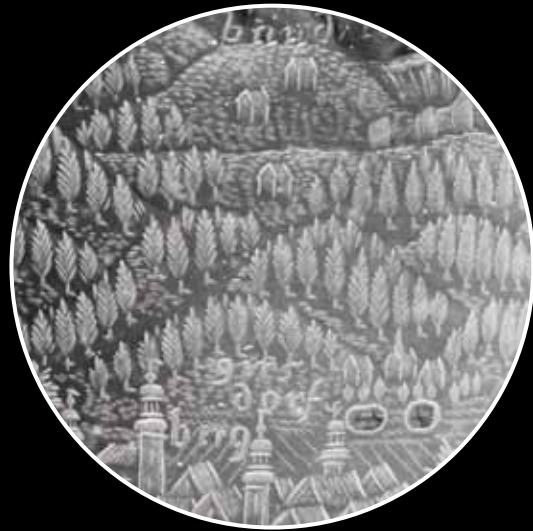
The Dietmar Zoedler Collection, sold at Sotheby's London, 21 November 2007, lot 35

Literature:

Dietmar Zoedler, *Schlesisches Glas - Schlesische Gläser* (1996), pp. 121-122, fig. 54

The city depicted on the present goblet is probably that of Warmbrunn, located on the Silesian side of the Giant Mountains (Riesengebirge), which was a favoured starting point for hiking in the mountains in the 18th century. The initials in the inscription seem to indicate that the figures ascending the mountain are two couples, together with their guide. 'Riebezahl' refers to the mythical giant who roams the Giant Mountains. For other depictions of these mountains please see the following lot and also lot 25 in this sale.





38*

A SILESIAN ENGRAVED GOBLET AND COVER, RIESENGBIRGE, CIRCA 1760

The flared ogee bowl engraved with topographical features in the background named *Riesenkop – Koppenbaud – grosse teig – Kynast – Schnee grub – Schreiberhau*, and buildings and towns in the foreground labelled *anna kirch – hirschberg – girsdorf – warmbad – hermsdorf – Petersdorf*, an inscription in German on the reverse flanked by fancy scrollwork, the base cut and gilt with palmettes, with a gilt rim, set on a faceted knopped stem, over a conical foot with stiff-leaf border, chamfered rim and rosette-cut underside, the faceted domed cover with formal scrollwork, gilt-line border and acorn finial, 25.1cm high (footrim chipped and gilding rubbed on cover) (2)

£1,200 - 1,800

€1,500 - 2,300

Provenance:

The Helfried Krug Collection, sold at Sotheby's London, 14 March 1983 (Part IV), lot 787

The Dietmar Zoedler Collection, sold at Sotheby's London, 21 November 2007, lot 42

Literature:

Brigitte Klesse, *Glassammlung Helfried Krug*, Vol. I (1965), pp. 230-231, cat. 238

The inscription on the reverse of the bowl reads:

Des Hertzens Glück bleib ungestöhret daß seinen Nächsten nicht bekränckt. Mit Lust der seinen Freude mehret der Milde Nahmen führt und klug und milde denckt (The heart's happiness remains undisturbed / when one's neighbour is not annoyed / The joy which increases pleasures / which carry gentle names / thinks wisely and mildly).

The towns depicted on the present lot, particularly Schreiberhau, Warmbrunn, Hermsdorf and Petersdorf, were centres of glass-making and engraving. Goblets with very similar scenes of the Giant Mountains (Riesengebirge), and with similar inscriptions, are illustrated by Brigitte Klesse, *Glassammlung Helfried Krug*, Vol. II (1973), pp. 198-201, cats. 603 and 604. Compare also with the beaker and goblet offered as lots 25 and 37 in this sale.



39*

**A SILESIAN ENGRAVED AND GILT SWEETMEAT GLASS,
WARMBRUNN, CIRCA 1760**

The flattened ogee bowl with gilt palmette scroll handle, decorated on the front with a pair of arms *accollé* below a coronet, within foliate scroll borders, the sides with vignettes of Chinoiserie figures engaged in various pursuits, the base of the bowl gadrooned and faceted, set on a faceted cushion knop, over a conical foot with stiff-leaf border, faceted rim and rosette-cut underside, *16cm high* (tiny chip to handle)

£2,000 - 3,000

€2,500 - 3,800

Provenance:

The Otto Dettmers Collection, sold at Sotheby's London, 23 November 1999, lot 88

Sweetmeat glasses such as this became fashionable during the 18th century and were used to serve 'sweetmeats' such as petit fours, chocolates and dried fruit after dinner. The two coats of arms leaning against each other beneath a coronet indicates that the engraving was commissioned for an aristocratic marriage. A very similar sweetmeat glass with one handle and decorated with Chinoiserie figures is illustrated by Robert Schmidt, *Die Gläser der Sammlung Mühsam: Neue Folge* (1926), p. 44, cat. 176, pl. 25. Another, decorated with a coat of arms, is illustrated by Rudolf von Strasser and Sabine Baumgärtner, *Licht und Farbe* (2002), pp. 306-307, cat. 183.



40*

A SILESIAN ENGRAVED ARMORIAL GOBLET AND COVER, CIRCA 1760

The ogee bowl faceted at the base, exquisitely decorated on one side with the arms of von Straupitz flanked by martial trophies, the reverse with a view of the Battle of Leuthen beneath the inscription *Immer rechts niemahls Lincks* (Always to the right, never to the left), the rim gilt, set on a faceted inverted baluster stem between collars, over a conical foot with stiff-leaf border, chamfered rim and rosette-cut underside, the matching domed cover cut with arched flutes and a foliate border, with gilt faceted finial, 27.8cm high (wear to gilding) (2)

£4,000 - 6,000

€5,100 - 7,600

Provenance:

Sold at Galerie Stuker, Bern, 27 November 1968, lot 5346

Sold at August Bödiger, Bonn, 17-18 March 1970, lot 1647

The Helfried Krug Collection, sold at Sotheby's London, 14 March 1983, lot 798

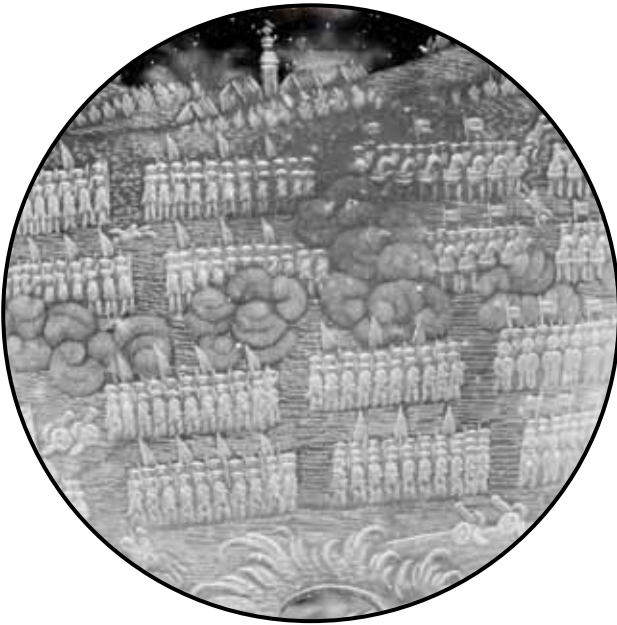
The Dietmar Zoedler Collection, sold at Sotheby's London, 21 November 2007, lot 39

Literature:

Brigitte Klesse, *Glassammlung Helfried Krug*, Vol. II (1973), pp. 200-201, cat. 606

Dietmar Zoedler, *Weltkunst*, No. 22 (1986), p. 3597, figs. 4a and 4b

The Battle of Leuthen, fought during the Seven Years War (1756-1763), was won by Frederick the Great on 5 December 1757. The inscription on the present lot refers to the preference for Prussian generals always to advance the right flank of an army, never the left. Goblets of similar shape but less finely engraved with scenes from the Battle of Leuthen are illustrated by Robert Schmidt, *Die Gläser der Sammlung Mühsam* (1914), p. 42, pl. 20, cat. 158, by Brigitte Klesse, *Glassammlung Helfried Krug*, Vol. II (1973), pp. 200-201, cat. 605, and by Dietmar Zoedler, *Schlesisches Glas - Schlesische Gläser* (1996), pp. 102-103, pl. 43.







41*

**A SILESIAN ENGRAVED AND GILT GOBLET AND COVER,
WARMBRUNN, CIRCA 1760**

Possibly engraved by Christian Gottfried Schneider or in his workshop, the flattened ogee bowl gadrooned and faceted at the base, cut on one side with a large gilt palmette above an engraved coat of arms inscribed *Ehrlich währt ewig* (honesty lasts forever) within a scroll and fruit cartouche, the remainder decorated with formal scrollwork, building vignettes and a view of Amphitrite flanked by sea-nymphs and a dolphin, the rim gilt, set on a faceted knopped stem over a conical foot with stiff-leaf border, faceted rim and rosette-cut underside, the matching ovoid domed cover with formal scrollwork, gilt-lined gadrooning and a faceted finial, 26.2cm high (minor chips to inner rim of cover and footrim) (2)

£3,500 - 4,500

€4,400 - 5,700

Provenance:

Sold at Sotheby's London, 15 June 1994, lot 389

The Hida Takayama Museum of Art, Japan, accession no. H19, sold at Sotheby's London, 19 December 2002, lot 67

In Greek mythology, Amphitrite is the goddess of the sea, wife of Poseidon. A goblet of very similar form and with similar palmettes is now in the Kunsthistorisches Museum, Vienna, formerly in the Rudolf von Strasser collection illustrated by Rudolf von Strasser and Sabine Baumgärtner, *Licht und Farbe* (2002), pp. 290-293, cat. 172. A goblet and cover bearing the same inscription is illustrated by Brigitte Klesse, *Glassammlung Helfried Krug*, Vol. I (1965), pp. 227 and 229, cat. 234.

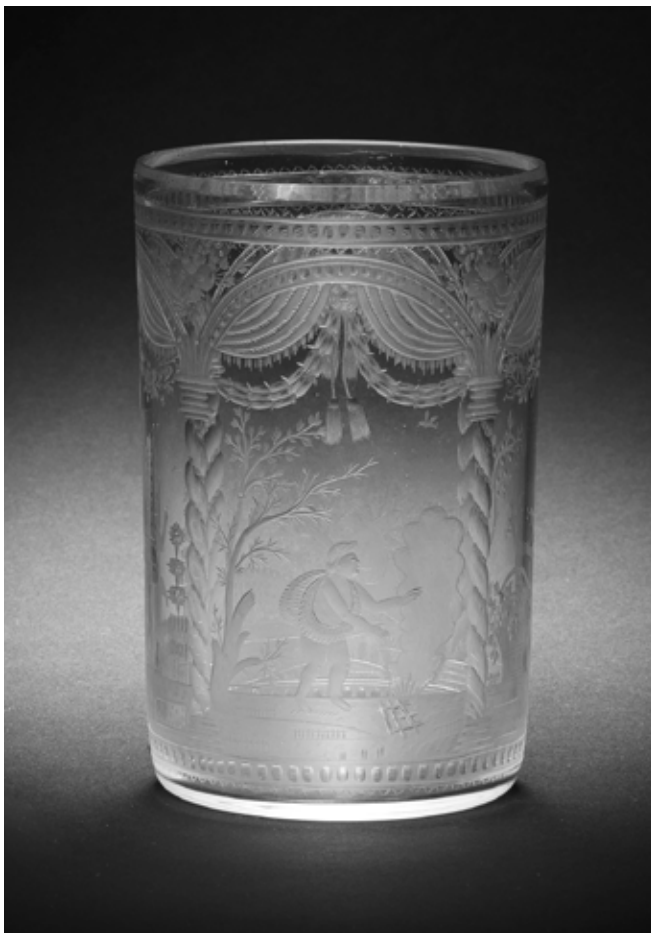






**ENGRAVED GLASS OF
THE BIEDERMEIER**





42*

A RARE BOHEMIAN ENGRAVED ALLEGORICAL BEAKER BY FRANZ RIEDEL, ISERGEBIRGE, CIRCA 1800-10

The cylindrical form finely decorated with four arched panels and twisted columns enclosing putti emblematic of the Four Seasons, below fancy drapery and floral swags, all between formal dotted borders, *10.8cm high*

**£600 - 800
€760 - 1,000**

Provenance:
Private Collection, Hanover, sold at Sotheby's Amsterdam, 27-29 March 2007, lot 944

Franz Anton Riedel (1786-1844) was one of the master Biedermeier engravers and characteristically depicted putti with slightly bent knees. The putti on the present lot are all lightly clad, except for the one representing Winter which is draped in a fur. This is one of the few surviving examples decorated with allegories of the Four Seasons showing the four putti at different pastimes in decorated arches. Beakers by Riedel with practically identical motifs and very similar decoration are illustrated by Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), pp. 287-290, pls. 321, 321a and 324.



43*

A FINE NORTH BOHEMIAN ENGRAVED BEAKER BY FRANZ RIEDEL, CIRCA 1803-05

The cylindrical form decorated with a female figure wearing a long robe, seated in a charming garden setting, a winged figure of Cupid kneeling before her and a large covered urn to the right, a festoon of flowers below, a large monument in the background surmounted by a cartouche bearing the initials *MS*, the rim with a formal floral border, *9.8cm high*

**£800 - 1,200
€1,000 - 1,500**

Provenance:
The Ernst Busson Collection, Graz
The Arnold Busson Collection, Vienna

Literature:
Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), p. 288, pl. 320

An almost identical beaker with a still empty cartouche was exhibited at the Museum Kunstpalast, Düsseldorf, from 21 November 2004 until 20 February 2005. For a beaker by Franz Riedel with a similar theme, see Gustav Pazaurek and Eugen von Philippovich, *Gläser der Empire- und Biedermeierzeit* (1976), p. 74, fig. 56.



44*

A NORTH BOHEMIAN ENGRAVED BEAKER ATTRIBUTED TO FRANZ RIEDEL, EARLY 19TH CENTURY

The cylindrical form decorated with the Cenotaph for Archduchess Maria Christina of Austria, comprising a figure of Virtue and her two maids entering a pyramid, followed by a woman, child and old man, representing Charity and the Three Ages of Man, a winged angel leaning on a sleeping lion to the right, the pyramid with the inscription *VXORI OPTIMAE ALPERTVS* (To the best wife of Albert) above the entrance, below a circular cartouche formed from a snake held by two putti, containing a portrait bust with the inscription *MARIA CHRISTINA AVS*, all within a formal leafy border with swags and tassels at the top, the rim with a band of polished circlets, 11.2cm high (tiny nicks to rim)

£800 - 1,200
€1,000 - 1,500

Provenance:
Sold at Fischer, Heilbronn, 12 March 2005, lot 667

Maria Christina (1742-1798), Duchess of Teschen, was the daughter of Empress Maria Theresia and Emperor Francis I of the Holy Roman Empire, and the wife of Prince Albert of Saxony (1738-1822). The tomb of Maria Christina, depicted on the present lot, is in the Augustinian Church, Vienna. It was designed and sculpted by Antonio Canova from 1798-1805. This beaker may have been engraved in 1808 to commemorate the tenth anniversary of Maria Christina's death.



45*

A NORTH BOHEMIAN OR LOWER STYRIAN ENGRAVED BEAKER BY HIERONYMUS HACKEL, CIRCA 1803-10

The cylindrical form decorated with a portrait of Saint Raymond, holding a staff in his left hand, a merchant ship and a church in the background, all within a plain oval cartouche inscribed *S Raymundus* above, flanked on both sides by floral sprays, the reverse inscribed *Raymund Groeger*, the rim with a stylised floral and zigzag border, 11.2cm high

£1,000 - 1,500
€1,300 - 1,900

Provenance:
Sold at Dorotheum, Vienna, 11 April 2005, lot 22
Private Collection, South Germany

Literature:
Paul von Lichtenberg, Hieronymus Hackel: *Mojster vzhajajočega sonca* (2005), pp. 45-46, pl. 17, cat. 7

Exhibited:
'Hieronymus Hackel: Mojster vzhajajočega sonca', Pokrajinski muzej Celje, Slovenia, 1 June until 9 October 2005

Hieronymus Hackel produced a number of beakers depicting Saints in his earlier work, which were popular as name-day gifts to relatives or friends sharing the same name. Similar beakers depicting Saints by Hackel are illustrated by von Lichtenberg (2005), pls. 18-22, cats. 8-12. See also Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), pp. 220-222, figs. 217 and 218, and Walter Spiegl, *Biedermeier-Gläser* (1981), p. 67. fig. 58.

46*

A LOWER STYRIAN ENGRAVED BEAKER BY HIERONYMUS HACKEL, CIRCA 1815

The cylindrical form decorated with an altar inscribed *ZUM ANDENKEN* (In Memory) within a circular cartouche, a covered urn to the right and a shield bearing the initials *VG* to the left, a basket of flowers standing on top of the altar and a dove perched on the branch of a truncated tree above, carrying a laurel wreath in its beak, the sun rising in the background, the rim with a formal foliate and line border, the base with diamond-cut band and thumbnail facets, *10.3cm high*

£1,500 - 2,000

€1,900 - 2,500

Provenance:

The Ernst Busson Collection, Graz

The Irmgard Müller-Mezin Collection, Graz

Private Collection, South Germany

Sold at Wiener Kunstauktionen, Vienna, 24 October 2000, lot 53

With Glasgalerie Kovacek, Vienna, 2000 (catalogue, no. 21)

Literature:

Paul von Lichtenberg, Hieronymus Hackel: *Mojster vzhajajočega sonca* (2005), pp. 63-64, pl. 32, cat. 21

Exhibited:

'Hieronymus Hackel: *Mojster vzhajajočega sonca*', Pokrajinski muzej Celje, Slovenia, 1 June until 9 October 2005

This is a relatively early piece by Hieronymus Hackel. The truncated tree with lush branches symbolises the resurrection of *VG*, although it is unclear to whom these initials refer. For a similar beaker with an altar and monogram, see the marriage beaker illustrated by von Lichtenberg (2005), pls. 55-58, cat. 35. See also Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), pp. 223-227, figs. 221-228, cats. 141-144, for beakers with similar themes and decoration engraved by Hackel. Compare also to the beaker offered as the following lot in this sale.



47*

A LOWER STYRIAN ENGRAVED BEAKER BY HIERONYMUS HACKEL, CIRCA 1815-25

The cylindrical form decorated with a landscape scene showing a duck hunt, the hunter, wearing a hat and with his dog beside him, aiming his rifle at a skein of ducks flying over a lake, flanked on both sides by foliate sprays, a rocaille and flowers below, the reverse inscribed *Auch in Teplitz dacht ich Ihrer* (Even in Teplitz I thought of you), the rim decorated with a stylised leafy border, the base cut with a hobnail design, 11.9cm high

£1,500 - 2,000

€1,900 - 2,500

Provenance:

Private Collection, South Germany

This beaker is from the transitional period between Hieronymus Hackel's engraving of simple name-day Saints (see the previous lot in this sale), to more sophisticated hunting and bucolic scenes. Similar beakers by Hackel depicting deer hunting are illustrated by Paul von Lichtenberg, *Hieronymus Hackel: Mojster vzhajajočega sonca* (2005), pl. 37, cat. 25 and pls. 89-91, cat. 59, and by Gustav Pazaurek and Eugen von Philippovich, *Gläser der Empire- und Biedermeierzeit* (1976), p. 65, figs. 47-48. A beaker decorated by Hackel was recently sold in these rooms, 2 May 2013, The Mühleib Collection, lot 68.





48*

A SMALL BOHEMIAN ENGRAVED ROYAL GOBLET WITH A PORTRAIT OF FREDERICK AUGUSTUS I OF SAXONY, CIRCA 1820-30

The cup-shaped bowl with two square panels, one containing an oval medallion decorated with a portrait bust of the King in profile, the other cut with a sunburst pattern surrounded by mitre diamonds, each of the sides with three pillar flutes cut with single lenses, set on an octagonal faceted stem over a terraced foot with scalloped rim, the base cut with a radial design, *11.1cm high* (chips to footrim)

£600 - 800
€760 - 1,000

Provenance:
With Galerie von Spaeth, Munich

The portrait on this goblet is taken from coins minted in 1818 to commemorate the 50th year of the King's reign (see Sabine Baumgartner, *Porträtgläser* (1981), pp. 71-72 and 74, fig. 87). These were modelled on a medal designed by Karl Wilhelm Hoeckner of Dresden following the dissolution of the Holy Roman Empire in 1806, when the elector became king and was subsequently appointed to the French *Légion d'Honneur* by Napoleon I. A beaker engraved with an identical portrait of Frederick Augustus I is illustrated by Baumgartner (1981), p. 74, figs. 88-89.



49*

A BOHEMIAN OR SILESIAN ENGRAVED BEAKER, DATED 1828

The cylindrical bowl decorated with the head of a bull with crossed axes in its mouth, flanked by leafy sprays, the reverse with a village scene beneath the inscription *Eine Parthie aus Hermsdorf* (A view of Hermsdorf), the lower half cut and moulded with swags and three lenses inscribed with *d.29. Janu.*, the date *1828* and the monogram *CBM* respectively, the base inscribed with the initial *R* within a floral wreath, *10.6cm high*

£600 - 800
€760 - 1,000

Provenance:
Sold at Christie's New York, 24 May 2001, lot 272

The bull's head between axes was the emblem of the Butcher's Guild. Emblems such as this were defined to protect the interests of associations (Guilds) formed between craftsmen and merchants.



50*

A LOWER AUSTRIAN ENGRAVED 'KUGLERGRAVUR' BEAKER BY JOHANN LENK, HARMANSCHLAG, CIRCA 1820

The cylindrical form with an oval medallion cut in high relief, decorated with the monogram *EL*, flanked by bands of stylised floral sprays, between two high relief bands cut with mitre diamonds and small lenses, a band of diamond facets at the foot, star-cut base, 9.3cm high (small chips to footrim)

£800 - 1,200
€1,000 - 1,500

Provenance:

Sold at Fischer, Heilbronn, 12 March 2005, lot 661

'Kuglergravur' is a term first coined by Gustav Pazaurek in his standard work, *Gläser der Empire- und Biedermeierzeit* (1923), meaning that the glass is the product of just one man (the 'Kuglergraveur') who cut and engraved glass vessels extremely delicately in both bas-relief (intaglio) and high relief. A slightly larger beaker with very similar engraving was exhibited at the Museum Kunstpalast, Düsseldorf, from 21 November 2004 until 20 February 2005. A further two beakers from the same service as that in the present lot were sold at Fischer, Heilbronn, 13 October 2012, lot 121.



51*

A LOWER AUSTRIAN ENGRAVED BEAKER BY JOHANN LENK, HARMANNSCHLAG, CIRCA 1820-25

The slightly flared cylindrical form decorated with a wreath of leaves and flowers flanked by three large festoons of flowers, between which are symbols of women's work, including an urn of flowers with a covered bowl and jug, a basket of yarn, and a bowl of yarn, the base of the beaker inscribed *Sie regen ohn Ende, die fleiszigen Hände, und fügen zum Guten, den Glanz, und den Schimer, und ruhen nimer* (They move their busy hands endlessly, achieving the good, splendour and shimmer, and never rest), above a band of mitre diamonds, the rim with a formal leafy border, set on a short stem cut with a band of circlelets, the foot cut with palisade flutes, 14cm high

£800 - 1,200
€1,000 - 1,500

Provenance:

The Richard Steiskal-Paur Collection, Vienna
The Ernst Busson Collection, Graz
The Friedrich Pföhl Collection, Graz
Private Collection, South Germany

The inscription on the present lot is a variation of the first verse of Friedrich von Schiller's poem, *Würde der Frauen* (Dignity of Women).

52*

A LOWER AUSTRIAN ENGRAVED 'KUGLERGRAVUR' BEAKER BY JOHANN LENK, HARMANSCHLAG, CIRCA 1820

The cylindrical form decorated with a large intaglio engraved branch bearing flowers, hops and ears of barley in high relief, an oval cartouche in the centre with a diamond-cut border in high relief bearing the monogram *SP*, the reverse decorated with a similar branch bearing flowers and barley in high relief, the foot cut with a band of palisade flutes, star-cut base, *11.9cm high*

£1,000 - 1,500

€1,300 - 1,900

Provenance:

Private Collection, South Germany

It is rare to find high relief (Hochschnitt) decoration such as this on glass from the Biedermeier period. A beaker similarly decorated with high relief emblems and intaglio engraved floral sprays is illustrated by Rudolf von Strasser and Sabine Baumgärtner, *Licht und Farbe* (2002), pp. 508-510, cats. 349 and 350, and more elaborate examples are illustrated by Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), pp. 265-271, figs. 290-293, 298 and 299.



53*

A BOHEMIAN ENGRAVED 'LEBENSALTER' BEAKER, DATED 1822

Possibly Steinschönau, the cylindrical form decorated with a terraced bridge, the underside divided into two by an hourglass, Janus head and floral sprays, a coach and horses to the left inscribed *Zur Taufe* (To the Baptism), and six men carrying a coffin to the right inscribed *Zum Grabe* (To the Grave), the steps of the bridge surmounted by various figures representing 'The Ages of Man', from a child in the cradle on the left to an elderly couple on the right, each inscribed beneath, the foot cut with palisade flutes, the base with the mirror inscription *Teplitz den 1^{te} August 1822, 14.1cm high*

£2,000 - 3,000

€2,500 - 3,800

Provenance:

Sold at Fischer, Heilbronn, 16 October 1999, lot 272

Sold at Sotheby's London, 18 December 2001, lot 143

An almost identical beaker, attributed to Steinschönau, is illustrated by Gustav Pazaurek, *Gläser der Empire- und Biedermeierzeit* (1923), p. 46, fig. 23. Other very similar beakers are illustrated by Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), p. 181, fig. 171, by Walter Spiegl, *Biedermeier-Gläser* (1981), p. 73, fig. 70, by Brigitte Klesse, *Glassammlung Helfried Krug, Vol. I* (1965), pp. 336-337, cat. 398, and by Gustav Pazaurek and Eugen von Philippovich, *Gläser der Empire- und Biedermeierzeit* (1976), p. 45, fig. 28. Compare also to the beaker depicting 'The Ages of Man', offered as lot 59 in this sale.







54*

**A SET OF TWELVE LOWER AUSTRIAN ENGRAVED RANFTBECHER
BY FRANZ PAUL GOTTSTEIN, GUTENBRUNN, CIRCA 1830**

Each of flared cylindrical form, decorated with an oval cartouche containing a scene allegorical to one of the twelve months of the year, inscribed below with the month, flanked by laurel branches, the rims with a formal border of circlets, the feet cut with hobna a radial-cut underside, polished pontils, 12.7cm high (June beaker chipped with resin fill; July beaker chipped) (12)

£25,000 - 30,000

€32,000 - 38,000

Provenance:

The Franz Ruhmann Collection, Vienna

The Dr Karl Ruhmann Collection, Vienna and Wildon

The Dr Friedrich Pfohl Collection, Graz

Literature:

J. Schlosser, *Das Alte Glas* (1977), pp. 324 and 329

Exhibited:

Six beakers (January-June) were lent from the Franz Ruhmann Collection for exhibition in Dorland Hall, London, as part of the 'Austria in London' exhibition, 16 April - 12 May 1934.

All twelve beakers were exhibited in the Museum der Stadt Wien (now the Wien Museum), Vienna, throughout the Glass Congress in 1991.

Franz Paul Gottstein (1771-1840) was born in Arbesbach, Lower Austria, and found work as a glass cutter and engraver in Strání (Strany), Moravia, before moving to the Imperial glass factory in Gutenbrunn, Lower Austria, around 1820. As he was employed throughout his working life, he was apparently only allowed to sign his work on two occasions: once in Strany in 1818 and once in Gutenbrunn around 1830. He is considered to be one of the greatest glass engravers of the Biedermeier period, as discussed by Paul von Lichtenberg, *Glasgravuren des Biedermeierzeit* (2004), p. 207. The scenes on this unique set of beakers idyllically depict rural life and work during the months of the year and, as opposed to other master engravers of the period, do not dwell on the hunting and equestrian pastimes of the aristocracy. The Biedermeier period, which set in following the Congress of Vienna (1814-15) marking the end of the Napoleonic Wars, and lasted until the revolutions of 1848, brought many political, cultural, economic and social changes. Engravings of the months of the year are rare (see lot 60 in this sale) and like the Four Seasons (lot 42 in this sale), are invariably found only on single beakers. The complete series of twelve beakers here is unique in this respect.

For a beaker of similar form by Franz Paul Gottstein, but with a different rim and base, see the widely published *Ranftbecher* engraved with Diana and Calisto, illustrated by Schlosser (1977), p. 327, fig. 271, by Paul von Lichtenberg, *Glasgravuren des Biedermeierzeit* (2004), pp. 216-217, cat. 137, figs 213 and 213a, and by Gustav Pazaurek, *Gläser der Empire- und Biedermeierzeit* (1923), p. 125, fig. 114.





55*

A SILESIAN ENGRAVED BEAKER, RIESENGBERGE, CIRCA 1830-35

The slightly waisted cylindrical form with everted rim, decorated with a panoramic view of the Giant Mountains (Riesengebirge), the various geographical features with inscriptions including *Schneekoppe*, *Teiche*, *Kynast* and *Schneegr*, above two panoramic cityscapes, one inscribed *Hirschberg* and the other *Warmbrunn*, the reverse inscribed *Budke* within a rectangular cartouche beneath a grapevine, the rim with a stylised foliate border, the base moulded with a radiating design, 10.7cm high

£800 - 1,200

€1,000 - 1,500

Provenance:

The Dr Wolfgang and Annemarie Raab Collection, Munich Private Collection, South Germany

Literature:

Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), pp. 292-293, cat. 190, fig. 329

Views of the Giant Mountains became increasingly popular on glasses such as this, as souvenirs for the tourist trade. The name on the reverse of this beaker suggests that it was one such personal souvenir. For goblets with similar panoramas and cityscapes see Brigitte Klesse, *Glassammlung Helfried Krug*, Vol. I (1965), pp. 228-229, cat. 237, and Vol. II (1973), pp. 198-199, cat. 603. See also Dietmar Zoedler, *Schlesisches Glas – Schlesische Gläser* (1996), p. 121, fig. 53, p. 132, fig. 57, p. 135, fig. 59, and the beakers and goblets offered in this sale as lots 25, 37 and 38.



56*

A BOHEMIAN ENGRAVED RANFTBECHER BY FRANZ HANSEL, RODOWITZ, CIRCA 1830

The flared cylindrical form finely decorated with a continuous woodland scene comprising a group of huntsmen and their dogs at leisure on a hillock, sitting drinking, smoking and enjoying themselves, the birds and hare from the hunt lying on the ground beside them, the reverse with a small pond, the foot with a band of deeply cut gadroons and the base cut with hobnail diaper, 13.9cm high

£2,500 - 3,500

€3,200 - 4,400

Provenance:

Sold at Sotheby's London, 18 December 2001, lot 30

The 'silver-brushed' hills in the background are unique and characteristic of Franz Hansel's work (see Paul von Lichtenberg, *Grasgravuren des Biedermeier* (2004), pp. 244-245). The 'silver-brushed' effect was achieved by applying a small revolving horsehair wheel to parts of the engraving, thereby making these areas shimmer without actually polishing them. A further beaker with similarly treated hills in the background and an original silver cover dated 1839 was sold in these rooms, 11 December 2013, Lot 43. This engraving has in the meantime been confirmed as Franz Hansel's work by Paul von Lichtenberg and Wilfrid von Spaeth.

A beaker of similar shape, but with bulbous feet, decorated with a hunting scene executed in a comparable style is illustrated by Brigitte Klesse and Axel von Saldern, *500 Jahre Glaskunst* (1978), p. 259, cat. 223, where the engraving is tentatively attributed to Dominik Biemann, not on the basis of the style of the engraving, but simply because an equestrian hunting subject is depicted. It is likely that this beaker was engraved by the same hand as that in the present lot.





57*

**A NORTH BOHEMIAN (HARRACHSDORF) ENGRAVED GOBLET
BY DOMINIK BIEMANN, FRANZENSBAD, CIRCA 1830-35**

The generous cup-shaped bowl with a circular medallion cut in high relief, finely decorated with a prancing horse and jumping foal, the reverse with a small round viewing lens, the sides with ovoid lenses, set on a large collar cut with a band of circlelets, over an octagonal faceted spreading foot with a scalloped rim and star-cut base, 19.4cm high

£18,000 - 22,000

€23,000 - 28,000

Provenance:

Former Collection of Heinrich LXXII, Prince Reuss (1797-1853), and his heirs, sold at Christie's, Gera, Germany, 26 May 1998, lot 86

Literature:

Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), p. 55, fig. 53

Exhibited:

Universalmuseum Joanneum, Graz, 7 May until 19 September 2004.
Museum Kunstpalast, Düsseldorf, 21 November 2004 until 20 February 2005.

Horses were a favoured subject of the aristocratic or up-and-coming affluent clients Dominik Biemann catered for in the spa Franzensbad. This specialisation is demonstrated in the quality and conception of the engraving on the present goblet, which is typical of his work. A comparable goblet decorated with horses by Biemann is illustrated by Rudolf von Strasser and Sabine Baumgärtner, *Licht und Farbe* (2002), pp. 520-522, cat. 361. A goblet of identical form signed by Biemann, but decorated with a Fox Hunt, is in the Metropolitan Museum of Art, accession no. 1982.97.10, illustrated by von Lichtenberg (2004), p. 85, cat. 58, fig. 88, and also by Gustav Pazaurek and Eugen von Philippovich, *Gläser der Empire- und Biedermeierzeit* (1976), p. 106, fig. 99.

A similar goblet with a faceted bowl showing a circus horse with groomsmen, signed, dated and inscribed *Souvenir de Franzensbad* by Biemann, is illustrated by von Lichtenberg (2004), p. 111, figs. 130 and 131. Other goblets of similar form engraved by Dominik Biemann are illustrated by von Lichtenberg on p. 54, fig. 52 and also by Walter Spiegl, *Biedermeier-Gläser* (1981), p. 79, fig. 77, and by von Lichtenberg, p. 55, fig. 54.





58*

A BOHEMIAN ENGRAVED ROYAL BEAKER BY AUGUST BÖHM SENIOR, CIRCA 1830-1835

The cylindrical form with two square panels, one containing an oval medallion cut in high relief, decorated with a titled portrait inscribed *Caroline Auguste, Kaiserin von Oesterreich*, the other cut with a viewing lens and a sunburst pattern surrounded by mitre diamonds, each of the sides with three pillar flutes cut with single lenses, the base with diagonal prismatic flutes and a star-cut underside, 12.7cm high (slight scratching)

£1,000 - 1,500
€1,300 - 1,900

Provenance:

The Ernst Busson Collection, Graz
The Arnold Busson Collection, Vienna

Literature:

Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), p. 197, fig. 186a

Princess Caroline Augusta of Bavaria (1792-1873), was the former wife of Crown Prince William of Württemberg, from whom she was divorced due to childlessness. She married Emperor Francis I of Austria (1768-1835) in 1816. For other goblets engraved with portraits by August Böhm senior see von Lichtenberg (2004), pp. 196-205, cats. 121-123 and 125-126, figs. 186-193 and 195-196.



59*

A NORTH BOHEMIAN ENGRAVED 'LEBENSALTER' BEAKER BY ANTON SIMM, GABLONZ, CIRCA 1830

The flared campana form decorated with a terraced bridge, the underside of the bridge divided into two by an hourglass, Janus head and a ropetwist border, a coach and horses to the left inscribed *Zur Taufe* (To the Baptism), and six men carrying a coffin to the right inscribed *Zum Grabe* (To the Grave), the steps of the bridge surmounted by figures representing 'The Ages of Man', from a child in the cradle on the left to an elderly couple on the right, each inscribed beneath, the base of the bowl fluted and scalloped, set on a faceted stem section over a scalloped foot with a fancy star-cut base, 13.9cm high (fine scratches to the interior)

£3,000 - 5,000
€3,800 - 6,300

Provenance:

The Rudolf Just Collection, sold at Sotheby's London, 11 December 2001, lot 200

Beakers such as this, engraved with 'The Ages of Man', were primarily based upon a lithograph by E. G. May (see Georg Höltl, *Das Böhmisches Glas 1700-1950*, Vol. II (1995), p. 26). The subject was quite popular during the Biedermeier period (see Gustav Pazaurek, *Gläser der Empire - und Biedermeierzeit* (1923), pp. 44-47). In this example the 30 and 40 year old men are depicted wearing civilian clothes, whereas in the earlier version, prior to about 1820, they were depicted as soldiers and officers in memory of the Napoleonic wars. For comparable beakers depicting The Ages of Man, see Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), pp. 181-185, figs. 171-173, and J. Vavra, *Das Glas* (1954), p. 104, cat. 264. Compare also to the beaker offered as lot 53 in this sale.



60*

A NORTH BOHEMIAN ENGRAVED 'MONATEBECHER' BY ANTON SIMM, GABLONZ, CIRCA 1830

The flared campana form decorated with two rows of six panels, each depicting a couple engaged in various activities allegorical of the months of the year, each titled, above a faceted band, set on a scalloped foot, the base cut with diamonds, *14.6cm high*

£3,000 - 5,000

€3,800 - 6,300

Provenance:

The Lisbeth Bloch Collection, Brunn

The Rudolf Just Collection, sold at Sotheby's London, 11 December 2001, lot 201

A beaker by Anton Simm with a similar arrangement of panels, but instead depicting the Twelve Apostles, is illustrated by Gustav Pazaurek and Eugen von Philippovich, *Gläser der Empire- und Biedermeierzeit* (1976), p. 84, fig. 68, and by Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), p. 293, fig. 330.





61*

A NORTH BOHEMIAN ENGRAVED 'VATER UNSER' BEAKER, BY ANTON SIMM, GABLONZ, CIRCA 1835

The flared campana form decorated with a representation of the Lord's Prayer, the front arched panel with a seated figure of the Lord inscribed *Vater unser der du bist im Himmel* (Our Father who art in Heaven), above two kneeling angels inscribed *geheiligt werde dein Name* (hallowed be thy name), flanked by a continuous series of six arched panels depicting various religious scenes, each inscribed with verses of the 'Vater unser', the base of the bowl with facets and a scalloped band, over a scalloped foot with a fancy star-cut underside, 14cm high (minute nicks to rim)

£2,000 - 3,000

€2,500 - 3,800

Provenance:

The Meinhard Heschl Collection, Graz, sold at Auktionshaus Michael Zeller, Lindau, 2 May 2001, lot 540

Literature:

Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), pp. 293-295, fig. 331

The scenes on this beaker closely follow the title page of Josef Führich's illustrated version of the Lord's Prayer published in 1826 in Prague (see Brigitte Klesse and Axel von Saldern, *500 Jahre Glaskunst* (1978), p. 68, fig. 162). For goblets with similar engraving by Anton Simm see Klesse and von Saldern (1978), pp. 263-264, cat. 230, von Lichtenberg (2004), pp. 293-294, figs. 330 and 332, Rudolf von Strasser and Sabine Baumgärtner, *Licht und Farbe* (2002), pp. 517-518, cats. 357 and 358, and Gustav Pazaurek and Eugen von Philippovich, *Gläser der Empire- und Biedermeierzeit* (1976), p. 82, fig. 66. See also that sold at Fischer, Heilbronn, 30 June 2007, lot 152.



62*

**A NORTH BOHEMIAN ENGRAVED BEAKER BY ANTON SIMM,
GABLONZ, CIRCA 1835**

The ovoid bowl with a large circular panel finely decorated with a scene of 'The Last Supper', after *Leonardo da Vinci*, surrounded by delicate sprays of ivy, flanked on each side by tear-shaped motifs cut with hobnail diaper, the reverse with a large viewing lens, the base raised on six large cut bosses, 12.7cm high

**£2,000 - 3,000
€2,500 - 3,800**

Provenance:

With Glasgalerie Kovacek, Vienna
The Hida Takayama Museum of Art, accession no. H38, sold at
Sotheby's London, 19 December 2002, lot 26

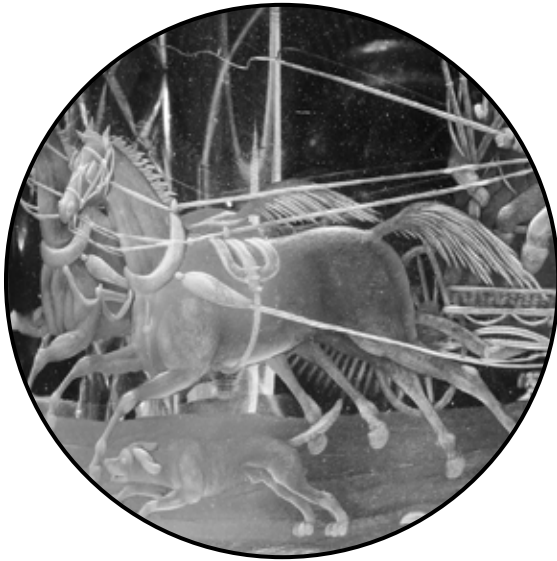
Literature:

Michael Kovacek, *Glass of Five Centuries* (1990), pp. 156-157, cat. 118

Exhibited:

'Art of Light, the World of Glass', The Seibu Gallery, Tokyo, 2 June
until 30 June 2000

Although a number of engravers probably produced versions of The Last Supper, this is known to have been a subject particularly favoured by Anton Simm. Simm's account books include many notes of glasses with 'Supper' subjects. A related example by Simm was offered for sale in these rooms, 11 December 2013, lot 89. For another beaker with a similar depiction of The Last Supper, see Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), pp. 186-187, fig. 175a.



63*

**A NORTH BOHEMIAN ENGRAVED BEAKER, COUNT HARRACH
GLASSWORKS, NEUWELT, CIRCA 1835**

The cylindrical form with a large oval medallion in high relief, decorated with a coach of six hunters holding their rifles and smoking, drawn by two galloping horses, three dogs running alongside, followed by a huntsman on horseback in the distance, flanked on both sides by hobnail diaper, the reverse with a viewing lens with milled border, the heptagonal faceted foot cut with seven bosses, the star-cut base decorated with mitre diamonds, 13.3cm high

**£8,000 - 12,000
€10,000 - 15,000**

Provenance:

Former Collection of Heinrich LXXII, Prince Reuss (1797-1853), and his heirs, sold at Christie's, Gera, Germany, 26 May 1998, lot 90

Literature:

Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), p. 189, fig. 177

Kurt Pittrof, Dominik Biemann: zum Geburtstag vor 200 Jahren, 1800-1857 (2000), p. 24, no. III.49

Exhibited:

Universalmuseum Joanneum, Graz, 7 May until 19 September 2004
Museum Kunstpalast, Düsseldorf, 21 November 2004 until 20 February 2005

The scene on this beaker is after a lithograph (an example in the Historisches Museum Frankfurt, accession no. hmf.C21195) depicting the escape of radical members of a Heidelberg fraternity following their assassination attempt in Frankfurt on 3 April 1833. The scene was used by various engravers to decorate a number of glasses, some of which were attributed to Dominik Biemann in the second half of the 20th century. The students were named 'hunters' because Biemann had exhibited a goblet with a comparable motif at the 1829 Industrial Exhibition, Prague, entitled *Pokal mit Jagdwagen und Schützen* (Goblet with hunting coach and riflemen). Glasses decorated with this motif are discussed by von Lichtenberg (2004), pp. 187-190 (see also fig. 176). At least 23 glasses with this scene are known to exist, but the one in the present lot is the only one engraved on a beaker from the Harrach Glassworks with the same shape and provenance as the one with the portrait of Heinrich LXXII, Prince Reuss, and another identical but unpublished example with the portrait of Duke Ernst of Saxe-Coburg and Gotha, both signed by Dominik Biemann.

Glasses decorated with similar scenes of a coach and hunters are illustrated by von Lichtenberg (2004), pp. 35-36, cat. 12, figs. 30-31, and pp. 187-188, cat. 117, fig. 176, by Brigitte Klesse, *Glassammlung Helfried Krug, Vol. II* (1973), pp. 296-297, cat. 743, and by Brigitte Klesse and Axel von Saldern, *500 Jahre Glaskunst* (1978), p. 259, cat. 222.



64*

A NORTH BOHEMIAN ENGRAVED BEAKER, COUNT HARRACH GLASSWORKS, DATED 1836

Possibly by Dominik Biemann, the flared cylindrical form neatly inscribed *Der vielgeliebten Mutter, Agnes Moellinger von, Ihren Kindern und Enkeln, auf Ihren 80t Geburtstag, Pfeddersheim d: 27t März, 1836* (To our beloved Mother, Agnes Moellinger, from her children and grandchildren, upon her 80th Birthday...), the base of the bowl decorated with a band of star-cut facets and a band of thumbnail facets, set on an octagonal faceted foot with scalloped rim, the base cut with diamond diaper, 15cm high

£2,000 - 3,000

€2,500 - 3,800

Provenance:

Private Collection, South Germany

This beaker is typical of the glass supplied by the Count Harrach Glassworks to Dominik Biemann for decoration, and also to the prominent glass dealer Franz Steigerwald, with whom Biemann cooperated between 1828 and 1840. A beaker of almost identical form, engraved with a hunting scene, is illustrated by Michael Kovacek, *Glass of Four Centuries: Glasgalerie Michael Kovacek*, Vienna (1985), pp. 202-203, cat. 104, and another is in the Museum für angewandte Kunst, Frankfurt, accession no. 6897/4691 (see Annaliese Ohm, *Europäisches und Aussereuropäisches Glas* (1980), p. 234, cat. 504). Other beakers of similar form, again engraved by Biemann with hunting scenes, are illustrated by Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), pp. 86-87, cat. 59, figs. 89-92, and pp. 105-106, cat. 79, figs. 120-121.



65*

A LOWER AUSTRIAN ENGRAVED ARMORIAL BEAKER BY JOHANN LENK, HARMANSCHLAG, CIRCA 1839-40

The fluted cylindrical form decorated with the family tree for the Kendler family, showing the names and dates of the descendants of Ignatz and Sophie Kendler from 1740 to 1787, all within a raised oval medallion, the reverse with the family coat of arms surrounded by a band of circlets, the base with a band of cut ovals with diamond-cut borders, flanked by sprays of foliage, the base gadrooned, 10.8cm high (rim reduced and with minor chips)

£700 - 900
€890 - 1,100

Provenance:

With Art and Kathy Green, Newton Center, Massachusetts
Sold at Christie's London, 23 April 2002, lot 125

The coat of arms is that of Edler Ignatz von Kendler, who was elevated to aristocracy in 1808 by the Imperial Court in Vienna after his retirement as the imperial Münzmeister in Prague. It is likely that this beaker was commissioned to celebrate the centenary of the birth of Ignatz Kendler on 9 February 1740. The dates on the beaker suggest that it must have been engraved after January 1836 (Xaveria's death), but before August 1841 (Antonia's death). The form of this beaker is typical of the work of Johann Lenk (1779-1855). For beakers of similar form, but with different decoration, see Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), p. 261, fig. 282b and pp. 268-269, fig. 296.



66*

A BOHEMIAN ENGRAVED GOBLET, DATED 1845

The cup-shaped bowl with faceted base, decorated with a continuous landscape scene of a fox hunt, divided into two scenes by trees, one showing a hunter standing holding his rifle with two dogs retrieving a fox before him, the reverse showing two dogs chasing a fox, set on a collar above an octagonal faceted baluster stem, over an octagonal faceted foot inscribed *den 20:ten October 1845*, star-cut base, 21.5cm high

£600 - 800
€760 - 1,000

Provenance:

With Liverant Antiques, Colchester, Connecticut

Exhibited:

The Jones Museum of Glass and Ceramics, Sebago, Maine, May until November 2000



67*

A NORTH BOHEMIAN ENGRAVED GOBLET BY AUGUST BÖHM SENIOR, CIRCA 1850

The octagonal faceted bowl with an oval medallion cut in high relief, decorated with a scene from the Battle of Maciejowice, showing General Tadeusz Kościuszko, his horse just shot from underneath him, Prince Józef Poniatowski on horseback to the right, and General Józef Sierakowski riding away in the background, the reverse with a rosette of viewing lenses, set on an octagonal faceted stem with central knop, over a faceted foot with scalloped rim and star-cut base, 18.3cm high

£3,000 - 5,000

€3,800 - 6,300

Provenance:

With Galerie von Spaeth, Munich

Literature:

Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), pp. 200-202

Tadeusz Kościuszko (1746-1817) was a Polish engineer and a military leader who became a national hero in Poland, Lithuania, Belarus and the United States. He fought in the American Revolutionary War as a colonel in the Continental Army, and led the 1794 Kościuszko Uprising against Imperial Russia and the Kingdom of Prussia as Supreme Commander of the Polish National Armed Forces. The Battle of Maciejowice was fought on 10 October 1794 between Poland (led by Kościuszko) and the Russian Empire. Prince Józef Poniatowski (1763-1813) joined the anti-Russian rebellion, but the Poles were overwhelmed and suffered heavy casualties, including Kościuszko, which led to the Third Partition of Poland. The scene on the present lot is taken from an early 19th century lithograph. A goblet and a beaker engraved by August Böhm Senior depicting scenes after the same print are illustrated by von Lichtenberg (2004), pp. 200-202, figs. 189-193.



68*

A COLLECTION OF REFERENCE BOOKS ON EUROPEAN GLASS

Comprising: Walther Bernt, 'Sprüche auf alten Gläsern' (1928), three titles by Robert Schmidt, including 'Brandenburgische Gläser' (1914) and 'Die Gläser der Sammlung Mühsam' (two volumes, 1914 and 1926), two titles by Gustav Pazaurek, comprising 'Gläser der Empire- und Biedermeierzeit' (1923) and 'F. Gondelach' (1927), and two titles by Hermann Trenkwald, 'Ausstellung von Gläsern' (1922) and 'Gläser der Spätzeit um 1790-1850' (1923) (8)

£1,000 - 1,500

€1,300 - 1,900





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AND GLASS INCLUDING
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Wednesday 26 November
New Bond Street, London

**A RARE CLICHY BOUQUET
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circa 1850
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DECORATION**

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NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller’s responsibility to you

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

Bonhams’ responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

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

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

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

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

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

8. VAT

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

- The following symbols are used to denote that VAT is due on the *Hammer Price* and *Buyer's Premium*:
- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
 - Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
 - * VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

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

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

9. PAYMENT

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

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

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

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

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

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 Licensing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.
- 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.

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
 - 3.1.1 the *Purchase Price* for the *Lot*;
 - 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, and
 - 3.1.3 if the *Lot* is marked [^{AR}], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with *VAT* on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.
 - 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
 - 3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
 - 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to *VAT* at the appropriate rate and *VAT* will be payable by you on all such sums.
 - 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and *VAT* and any interest earned and/or incurred until payment to the *Seller*.
 - 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
 - 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.
- #### 4 COLLECTION OF THE LOT
- 4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.
 - 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.
 - 4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus *VAT* per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

- 6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.

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

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

“Bidder” a person who has completed a *Bidding Form*.

“Bidding Form” our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

“Bonhams” Bonhams 1793 Limited or its successors or assigns. *Bonhams* is also referred to in the *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 for 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

“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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