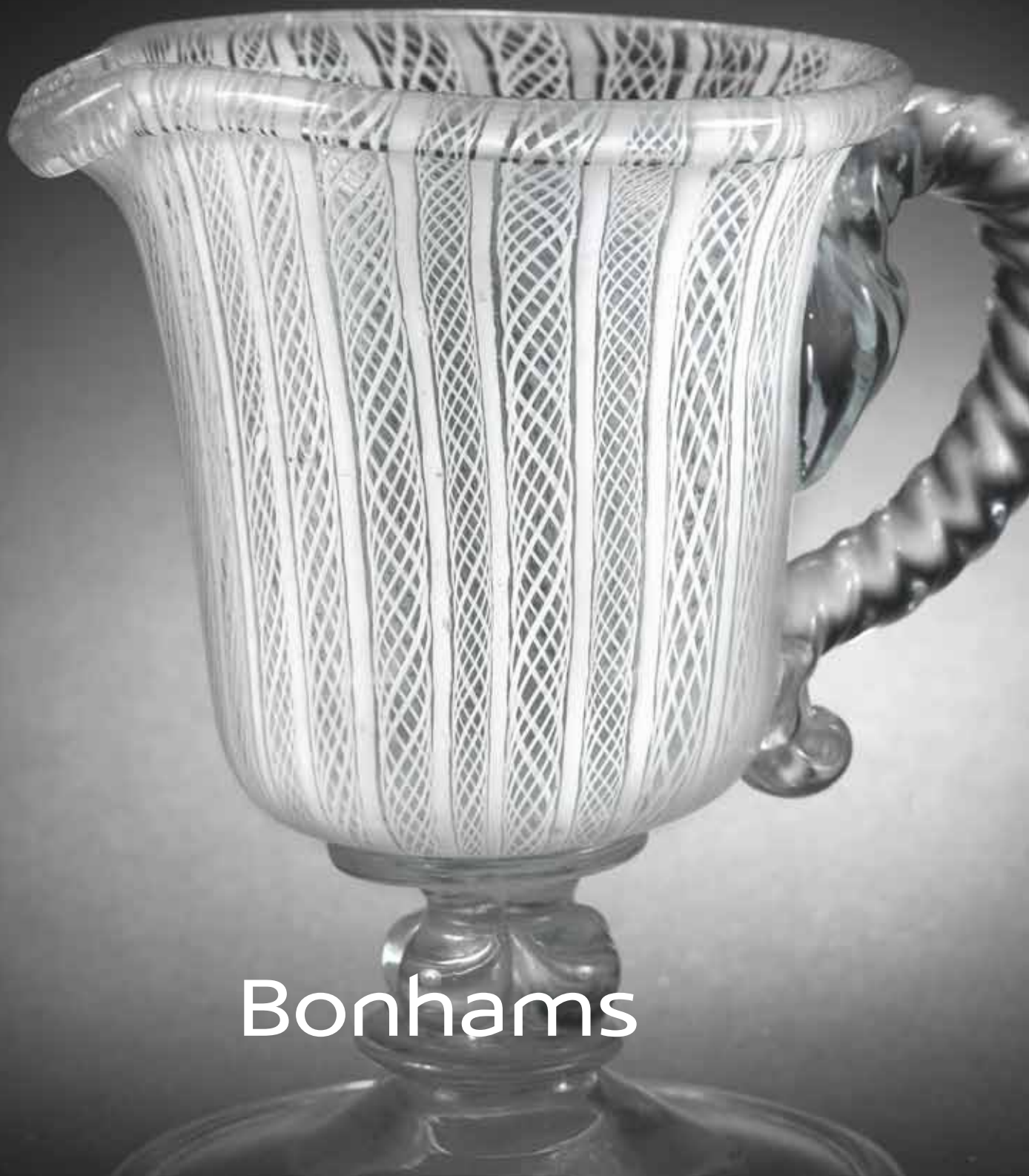


FINE GLASS AND PAPERWEIGHTS

Wednesday 20 May 2015

Knightsbridge, London



Bonhams



FINE GLASS AND PAPERWEIGHTS

Wednesday 20 May 2015 at 11.00

Knightsbridge, London

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EUROPEAN GLASS FROM THE COLLECTION OF LIUBA AND ERNESTO WOLF

"I met Ernesto and Liuba Wolf in Brazil in 1969, at the introduction of the museum director and art historian Werner Schmalenbach. Entering the home of Ernesto and Liuba, I was overwhelmed by the diversity and quality of the works they had amassed: illuminated manuscripts and rare books, ancient and contemporary glass, tribal art/ and modern paintings, drawings and sculpture. It was in the latter category that I had the privilege to advise them. Liuba, a sculptor herself and student of Germaine Richier, also developed a distinct and powerful visual vocabulary of her own. She was the first contemporary artist I showed in my London gallery. I remember her extraordinary animal forms staged throughout the garden and the house, which remains, in my mind, the habitat of true connoisseurs. When I asked Ernesto how he managed to collect such extraordinary works of art, he replied, "Whenever I am offered works of interest and sense the price is right, I do not bargain. I want to be the first in a dealer's mind when a truly special work comes along. When I feel the price is not right, I simply abstain."

Achim Moeller - March 2015

For Ernesto and Liuba Wolf, what began as a mere interest in poetry, literature and fine art evolved into a lifelong passion for visual culture. While their areas of interest ranged widely, the crux of their collection were masterworks and decorative arts with the finest craftsmanship and artistic achievement. Assembled over the course of six decades, this vast and eclectic collection came to include Byzantine and Medieval glass, antiquarian books, 20th century masterworks, ethnographic art, antiquities and other curiosities that piqued their interest.

Born in Stuttgart, Ernesto Wolf (1918-2003) left Germany for Buenos Aires with his family prior to the outbreak of World War II and on to Brazil a few years later, where he became a very successful textile and furniture industrialist. The 1950s and 60s proved to be an especially acquisitive and meaningful period for Ernesto, both personally and as a patron of the arts. It was during this time that he met his future wife, Liuba (née Boyadjieva) and co-founded the Museum of Modern Art and the Sao Luis Gallery in support of Brazilian artists. Bulgarian-born sculptor Liuba Wolf (1923- 2005) trained with the famed postwar sculptor Germaine Richier in Paris, later achieving success and recognition in her own right. Together, Ernesto and Liuba Wolf, were a quiet, but formidable presence in the art world: discreetly assembling, exhibiting, discussing and enjoying their extraordinary collection over the course of a lifetime.





1

1 *

A GREEN TINTED 'MAIGELEIN', GERMAN, LATE 15TH OR EARLY 16TH CENTURY

The early pattern-moulded cup of rounded form with cross-ribbed spiralling decoration and a high kick-in base, 6.3cm high (broken and restuck, some losses)

£500 - 700
€690 - 960
US\$750 - 1,000

Provenance

The Liuba and Ernesto Wolf Collection

Small cross-ribbed drinking bowls or beakers known as *Maigeleins* were popular in the 15th and early 16th centuries and were typically used for drinking wine or spirits. The term 'Maigelein' first appeared in reference to glass vessels in a 1462 inventory of Sigmundsborg Castle in the Tirol (*ii maygölgläsel*). They were produced from 'forest glass' in large numbers, but few intact examples survive. The pattern was produced by blowing a glob of molten glass into a ribbed mould, removing and twisting it, then reinserting it into the mould once more and twisting it in the opposite direction. Similar examples are illustrated by Jet-Pijzel-Dommisse and Titus Eliëns, *Glinsterend Glas* (2009), p. 30, cats. 6-9 and by Birgit and Dieter Schaich, *Reine Formsache* (2007), p. 78, cat. 61.

2 *

A RARE LARGE GREEN TINTED BERKEMEYER, DUTCH OR GERMAN, LATE 16TH OR 17TH CENTURY

The flared bowl merging into a cylindrical lower section applied with two rows of four large, smooth watery prunts beneath a trailed thread, the foot applied with a spun footring, high kick-in-base, 14.5cm high, owner's accession number 17 inscribed in black ink on the base

£15,000 - 20,000
€21,000 - 28,000
US\$22,000 - 30,000

Provenance

The Liuba and Ernesto Wolf Collection

The linguistic origins of the name 'Berkemeyer' lie in the Northern Netherlands, although the majority of Berkemeyers in the Netherlands were the products of German workshops. Berkemeyers were originally produced as wooden beakers with lids carved from the branch of a birch tree (a 'berkemei'). The prunts on the stem were considered reminiscent of the rough bark, hence the name association. Together with Roemers, Berkemeyers were the preferred vessels for the consumption of wine and feature frequently in 17th and 18th century still life paintings by the Dutch Masters. As with Roemers, the prunts on their stem provided a secure grip during feasting, preventing them from slipping from greasy hands. Their increasing size was a result of technical advancements in glass production rather than increasing alcohol consumption, with large examples such as this usually reserved for special occasions in which the glass was filled and passed around for drinking and toasting.

Very similar Berkemeyers are illustrated by Pieter van Eck and Henrica Zijlstra-Zweens, *Glass in the Rijksmuseum vol. I* (1993), pp. 129-132, cats. 179-186, and by Brigitte Klesse, *Kunstgewerbemuseum der Stadt Köln: Glas* (1963), p. 68, cat. 99. For a similar example see Anna-Elisabeth Theuerkauff-Liederwald, 'Der Römer', *Journal of Glass Studies* 10 (1968), p. 132, fig. 15. Very similar Berkemeyers have been sold by Christie's Amsterdam, 5 July 1989, The Guepin Collection, lot 6, and by Sotheby's London, 14 November 1995, The Joseph Ritman Collection, lot 7. See also the two examples in the Overduin Collection offered by Bonhams, 21 May 2014, lots 22 and 23. A Berkemeyer of similar size formerly in the Ritman Collection was sold by Sotheby's, 14 November 1995, lot 8, and was later sold by Bonhams, 2 May 2013, The Mühleib Collection, lot 48.



2



3 *

A RARE GREEN TINTED JUG, GERMAN, 17TH CENTURY

The globular form applied with a trailed milled spiralling band, the tall cylindrical neck similarly applied with a pair of trailed milled bands and a ribbed scroll handle with thumb spur, kick-in base, *17cm high*, owner's accession number 21856 inscribed on the base in white ink (scratched)

£2,500 - 3,500
€3,400 - 4,800
US\$3,700 - 5,200

Provenance

The Liuba and Ernesto Wolf Collection

Milled bands on jugs of this type are very rare, although parallels are found on a number of other contemporary German glass vessels, most notably the Passglas and Bandwurmglass, but also on the roemer and thumb glass (Daumenglas). A very similar jug, but made of blue glass with an applied footring and no milling to the trailed band, is illustrated by Birgit and Dieter Schaich, *Reine Formsache* (2007), p. 166, cat. 209. Another in translucent yellow-green glass, also with an applied foot and no milling to the trailed band, is in the Museum für angewandte Kunst, Frankfurt, accession no. X 5109/4858 (see the catalogue, *Europäisches und Aussereuropäisches Glas* (1980), p. 102, cat. 215). A jug of similar colour and shape, but with no trailed band to the body and an applied footring, is again illustrated by Schaich (2007), p. 166, cat. 208.

4 *

A CLEAR GLASS ROEMER, PROBABLY GERMAN, LATE 17TH OR EARLY 18TH CENTURY

The generous cup-shaped bowl with base forming a hollow stem, the stem applied with three rows of three raspberry prunts below a milled band, set on a tall hollow spreading foot with a folded footrim, kick-in base, 21.7cm high

£2,000 - 3,000

€2,800 - 4,100

US\$3,000 - 4,500

Provenance

The Liuba and Ernesto Wolf Collection

Roemers, like Berkemeyers, were preferred for the drinking of wine. Large examples such as this were reserved for special occasions, when the glass would be passed around the company from hand to hand. The prunts on the stem were functional as well as decorative, as they provided a better grip for greasy hands in a time when cutlery was not commonly used for feasting. The custom of drinking from a single glass such as this when welcoming or bidding farewell to guests, or toasting to someone's health, was a custom that survived well into the 17th century.

The vast majority of Roemers in the Netherlands were imported from Germany as Dutch workshops could not meet the demand. The use of Roemers was generally restricted to the relatively wealthy and they feature commonly in still life paintings of the 16th and 17th centuries by the Dutch Masters. Whilst the green-tinted examples are relatively common, it is far rarer to find examples such as this in clear glass. It has been suggested that roemers of this type in clear glass, with a high foot, probably originated in North Germany, as suggested by the style of the decoration on engraved examples (see Pieter van Eck and Henrica Zijlstra-Zweens, *Glass in the Rijksmuseum*, vol. I (1993), p. 150).

Very similar roemers in clear glass are in The Metropolitan Museum of Art, accession no. 27.185.108, and in the Rijksmuseum, illustrated by van Eck and Zijlstra-Zweens (1993), pp. 150-151, cat. 217. An example with wheel engraving is again in the Rijksmuseum, illustrated by Pieter van Eck, *Glass in the Rijksmuseum*, Vol. II (1995), p. 215, cat. 228. Another similar example was formerly in the collection of the Wunsch Foundation, sold at Christie's, 8 January 2013, lot 262. See also the example from The Allaire Collection in The Cloisters Museum, New York, accession no. 45E. A roemer in clear glass but of different shape is in Brooklyn Museum, accession no. 2001.94.1. Two roemers in clear glass but again of different shape were sold by Christie's, 5 March 2013, lot 207.





5

5 *

A GREEN TINTED RIB-MOULDED BOTTLE, PROBABLY SPANISH, 17TH CENTURY OR LATER

The globular form with tall neck and everted rim, moulded with vertical ribs spiralling slightly at the neck, slight kick-in base, *24.1cm high*

£500 - 1,000
€690 - 1,400
US\$750 - 1,500

Provenance

The Liuba and Ernesto Wolf Collection



6

6 *

A GREEN GLASS 'STANGENGLAS' WITH TRAILED DECORATION, PROBABLY LATE 19TH CENTURY

Following medieval traditions, of tapering beaker shape, the lower part trailed with vertical rows of individual prunts and zigzags, above a small spun foot and kick-in base, *25cm high*

£500 - 1,000
€690 - 1,400
US\$750 - 1,500

Provenance

The Liuba and Ernesto Wolf Collection

The Rheinische Glashütten A.G. in Ehrenfeld, near Cologne specialised in *Historismus* glass copied from valuable Roman and medieval specimens. A number of their productions featured in the exhibition catalogue *Reflecting Antiquity*, Corning Museum of Glass (2007) including a stangenglas shown as no. 14.



7

OTHER PROPERTIES

7

A FINE RUBINGLAS BEAKER AND COVER WITH WHEEL-CUT DECORATION, EARLY 18TH CENTURY

Of shouldered faceted form, the body decorated with a band of knotted ribbons from which is suspended stylised foliage and bunches of fruit including apples, grapes and pears, the flat mushroom cover similarly faceted and decorated with stylised fruit and foliage, 13.1cm high (the base and lid inscribed with inventory numbers *Gl 464* in white ink, the lid also inscribed *VIII 352* in red ink) (2)

£3,000 - 5,000

€4,100 - 6,900

US\$4,500 - 7,500

Provenance

From a European private collection

A Rubinglas beaker decorated in a very similar manner with swags of stylised fruit is in the Corning Museum of Glass, accession no. 67.3.11. Another beaker decorated with fruit in a very similar style is in the Wittelsbach residence in Munich, accession no. 1214. A covered Rubinglas beaker with silver-gilt mounts decorated with comparable tied ribbons and bunches of grapes is in the British Museum, accession no. AF.3147 and another was sold at Christie's London, 15 June 1994, lot 192.



8

8

A RARE VENETIAN MILLEFIORI BALL OR SPHERE, 16TH CENTURY OR EARLY 17TH CENTURY

The millefiori core set within clear glass and formed from an assortment of composite canes in blue, red, green, white, turquoise and yellow and with a small gold foil inclusion, the ball 3.5cm diam., pierced through the centre and mounted on a gilt metal pedestal and surmounted with a gilded figure of a Bacchic boy on a barrel, 12.9cm high overall (the glass ball fractured)

£1,000 - 1,500

€1,400 - 2,100

US\$1,500 - 2,200

Related millefiori balls are in a number of collections including the British Museum. One with identical canes to the present lot is in the British Museum ref. no. WT.1154. Others are in the Historisches Museum, Basel (illustrated by Landolt and Ackermann (1991), no.61) and in Veste Coburg, discussed at length by Anna-Elisabeth Theuerkauff-Liederwald, *Venezianisches Glas der Kunstsammlungen der Veste Coburg* (1994), pp.62-67.



9

9

AN INTERESTING MILLEFIORI CANE HANDLE, PROBABLY VENETIAN, 17TH CENTURY

The simple domed shape set with an assortment of composite 'canes' in vibrant colours, *the handle 5cm long (cracked and restuck)*, later mounted as the handle of a curious silver wedge-shaped object

£500 - 800

€690 - 1,100

US\$750 - 1,200

10

A FRENCH LAMPWORK SCENT BOTTLE AND STOPPER, 17TH CENTURY

Perhaps Nevers or Orleans, of disk form on a spreading foot, formed from tiny scales of gold foil glass and set with simulated gems in turquoise and black, the reverse textured in black glass, the stopper as a tiny basket of fruit, *9.8cm overall height* (lacking handles and other losses) (2)

£500 - 1,000

€690 - 1,400

US\$750 - 1,500

Provenance

The Thurn und Taxis family collections, disposal auctions 1993 (reputedly)

Related techniques can be seen on a scent bottle in the Robert Lehman Collection in the Metropolitan Museum, New York, attributed to Bernard Perrot (accession no. 1975.1.1561).



10

11

FOUR UNUSUAL VENETIAN OR FAÇON DE VENISE MINIATURE OR TOY JARDINIÈRES, 18TH CENTURY

Each of compressed cup-shaped form with a pair of drawn handles, the bases moulded with gadroons, set on small circular feet, three of the jardinières filled with brightly-coloured glass flowers mounted in wax, the fourth jardinière empty, *the jardinières 3.6cm high* (losses to one handle, minor losses to flowers) (4)

£500 - 700

€690 - 960

US\$750 - 1,000



11



12

**A REMARKABLE VENETIAN LAMPWORK FIGURE FRAGMENT
AND TWO OTHER FRAGMENTARY FIGURES, 17TH CENTURY**

The upper part of a larger figure formed of coloured glass over a wire frame and clay core, the *commedia dell' arte* or masque figure perhaps representing il Capitano, in colourful costume decorated with ribbon bows, his bearded face in a distinctive lavender colour, 8.2cm high, together with two other smaller figure fragments of related type depicting a man in a ragged cape and a man with his head bandaged, 6.7cm and 6.1cm (3)

£1,000 - 1,500
€1,400 - 2,100
US\$1,500 - 2,200

This incomplete figure is remarkably similar to the celebrated group in the Danish royal collection at Rosenborg, also made of lampwork over a wire frame and undoubtedly by the same maker or workshop as the present lot. The Rosenborg group, illustrated by Gudmund Boesen, *Venetianske Glas pa Rosenborg* (1960), p.15, depicts two *commedia dell' arte* figures playing a game of morra (a wager game involving their fingers). This group was bought by King Frederick IV in 1670 from the Danish painter Karel van Mander who had lived in Italy in 1636-38. In their catalogue of Glass in the Robert Lehman Collection (1993), Dwight Lanmon and David Whitehouse suggest this is from the same workshop as three single figures in the Kunsthistorisches Museum in Vienna, said to have come from the gallery in Ambras, the castle of Archduke Ferdinand of Tyrol near Innsbruck.





13

A FINE VENETIAN LATTICINIO WINE GLASS, CIRCA 1540-60

Decorated in *vetro a fili* and *a retorti*, the flared trumpet bowl with vertical ribs below two trailed bands, set on a flattened knob between clear mereses, over a high folded conical foot, 18.6cm high

£8,000 - 10,000

€11,000 - 14,000

US\$12,000 - 15,000

A very similar wine glass excavated in Syria is in the Municipal Museum of The Hague, accession no. h 17.5, illustrated in the catalogue, Glas door de Eeuwen (1957), cat. 8, and also by Jet Pijzel-Dommisse and Titus Eliëns, *Glinsterend Glas* (2009), p. 68, cat. 88. See also the wine glass in the British Museum illustrated by Hugh Tait, *The Golden Age of Venetian Glass*, pp. 68-69, fig. 89. Another very similar wine glass was sold at Sotheby's, 12 September 2000, lot 226. A latticinio wine glass of comparable form, but with different *vetro a retorti* decoration, was sold at Bonhams New Bond Street, 10 November 2004, lot 101. A glass of similar form with moulded ribs but without latticinio decoration, is attributed to Hall in Tirol, see Rainer Rückert, *Die Glassammlung des Bayerischen Nationalmuseums München* (1982), p. 81, pl. 33, cat. 133.



14

**A SMALL VENETIAN OR FAÇON DE VENISE LATTICINIO
GOBLET, LATE 16TH CENTURY**

Decorated in *vetro a fili* and *a retorti*, the slender tapering waisted bowl with slightly everted rim and three graduating constrictions to the lower part, set on a domed and folded foot, *14.9cm high*

£5,000 - 7,000

€6,900 - 9,600

US\$7,500 - 10,000

Goblets of very similar form and size are illustrated by Pieter van Eck and Henrica Zijlstra-Zweens, *Glass in the Rijksmuseum*, vol. I (1993), pp. 62-63, cats. 77 and 78. Another goblet of similarly small size was sold at Christie's London, 15 June 1994, lot 183. A goblet of similar form but much larger is in the James A. de Rothschild Collection at Waddesdon Manor. In their catalogue of the Rothschild Collection (1977), pp. 104-107 Robert Charleston and Michael Archer discuss many related examples and the question of whether all originally had covers. They reproduce a drawing of a vessel of related shape, without a cover, from the mid-16th century catalogue of the Colinet glassworks at Beauwelz, there described as 'Verres Coquilles'. Goblets of comparable form, but again much larger than that in the present lot, have been sold by Bonhams, 11 December 2013, lot 62 and 17 December 2008, lot 407.



15

A LARGE VENETIAN FOOTED BOWL, CIRCA 1500

The deep bowl moulded around the lower part with fourteen spiralling ribs, the folded rim enclosing a translucent blue trail, set on a high ribbed spreading foot with an upturned folded footrim in translucent dark-blue, 30.7cm diam (tiny chip to footrim)

£2,500 - 3,500

€3,400 - 4,800

US\$3,700 - 5,200

Provenance

Sold at Christie's, 11 December 2000, lot 138
The Chris Crabtree Collection

A very similar bowl is illustrated by Karel Hetteš, *Old Venetian Glass* (1960), pl. 11. Another similar bowl is illustrated by Anna-Elisabeth Theuerkauff-Liederwald, *Venezianisches Glas der Veste Coburg* (1994), pp. 102-103, cat. 39. See also Hugh Tait, *The Golden Age of Venetian Glass* (1979), p. 58, cat. 63. Compare also to the bowls sold by Bonhams, 30 November 2011, lot 37, by Phillips, 16 May 2001, lot 1 and by Christie's, 11 December 2000, lot 140.



16

16 *

TWO GREEN-TINTED ROEMERS, PROBABLY 18TH CENTURY

Both with a cup-shaped bowl set on a cylindrical section applied with two rows of three raspberry prunts below an applied band, over a spun foot, kick-in base, 10.9 and 12.7cm high (2)

£500 - 700

€690 - 960

US\$750 - 1,000

17

A GERMAN ENGRAVED TANKARD WITH PEWTER MOUNTS, DATED 1780

Cylindrical with a strap handle, the front decorated with a basket of flowers flanked by birds beneath the date 1780, within a fancy strapwork cartouche with a cherub's head and *laub-und-bandelwerk*, with a pewter cover and foot set with a cartouche of St. Anthony of Padua, titled *ORA PRO NOBIS BEA:TE ANTONI*, 22.4cm high (cracked)

£600 - 800

€830 - 1,100

US\$900 - 1,200

18

A RARE AND EARLY DOUBLE WINE GLASS AND TABLE BELL COMBINED, SECOND HALF 17TH CENTURY

Probably Liège, the two bell-shaped bowls in graduated sizes moulded around their lower parts with 'nip't diamond waies' beneath a single thin trail, the larger bowl containing a suspended clapper, the bowls linked by a stem section formed from a hollow inverted baluster and an angular knop between multiple collars, 25.2cm high

£1,200 - 1,800

€1,700 - 2,500

US\$1,800 - 2,700

Provenance

With Christopher Sheppard Antique Glass
Private Collection, London

An almost identical example is in the Armand Baar Collection in the Musée du Verre in Liège, illustrated by Joseph Philippe, *Glass History and Art* (1982), p. 88, fig. 125.



17



18



19 *

**AN EXCEPTIONAL EARLY SILVERED GOBLET OR CHALICE,
17TH CENTURY**

The round funnel bowl enclosing a layer of silver foil, set on a hollow ovoid or egg-shaped stem between mereses above a short plain section, over a spreading folded foot, 18cm high (broken through stem and restuck)

£6,000 - 10,000

€8,300 - 14,000

US\$9,000 - 15,000

Provenance

With Churchill's before 1964

The Walter F. Smith Collection, Sotheby's sale, 8 July 1968, lot 894

The Sinclair Collection

Christie's sale 9 July 1997, lot 485

With Christopher Sheppard

Private collection, USA

This unique goblet is illustrated by E. Barrington Haynes, *Glass Through the Ages* (1964), p. 153, pl. 53a. Its history prior to the 1960s is not recorded but it comes with a fitted box that probably dates from the 19th century. The goblet has the appearance of having been excavated. The late Christopher Sheppard attributed it to England in the Mansell period. The plain shape certainly resembles English silver goblets from the early 17th century.

Metallic foil inclusion within the bowl of a glass is a Venetian technique that is very rarely encountered, especially in silver rather than gold. Foil had been used in the traditions of *façon de Venise* in the stems of early English glass since the period of Verzelini. A well-known goblet incorporating gold foil decoration in the bowl is in the British Museum, perhaps from the southern Netherlands, illustrated by Hugh Tait, *The Golden Age of Venetian Glass* (1979), p. 38 and pl. 8, cat. 29. No comparable example with an entirely silver bowl appears to be recorded.



20

A RARE EARLY GLASS TAZZA, PROBABLY ENGLISH MANUFACTURE, CIRCA 1665-70

Perhaps from the Duke of Buckingham's Glasshouse, in very thin and fine soda metal with a slight brownish-grey tint, the plain shallow curved top raised on a spreading foot folded at the base rim, 17.7cm diam, 6cm-6.3cm high

£5,000 - 6,000

€6,900 - 8,300

US\$7,500 - 9,000

Provenance

Wentworth Woodhouse, the seat of Earl Fitzwilliam and by descent until sold at Christie's in 1948

With Churchill's

The Lord and Lady Coates Collection

The Anne Coates Collection

With Leslie Antiques Ltd., New York

In Autumn 1948 a collection of early glass appeared for sale at Christie's in London and although offered anonymously, it was disclosed the glass was consigned from Wentworth Woodhouse. The entire collection was purchased by Churchill's and details were published in their Glass Notes no. 9, December 1949, pp.11-19.

The parcel of early glass consigned from Wentworth Woodhouse included no less than three posset pots all bearing the seal mark of Ravenscroft, as well as three other posset pots in the same colour of metal as this tazza. This was one of nine tazzas of similar shape in the collection together with one larger tazza and two plates. Writing in his Churchill's Glass Notes, E Barrington Haynes ascribed all these pieces to a single service and he listed precise measurements for each tazza. Barrington Haynes realised most of the tazzas retained faint traces of gilding around the borders or centres and he felt this represented English gilding from the Restoration period.

One example from this set of tazzas from Wentworth Woodhouse is now in the Corning Museum of Glass, accession no. 2014.2.1, sold by Christie's, 3 December 2013, lot 166. Another example from The Tillou Collection was sold by Christie's New York, 28 January 2010, lot 190.



A label on the base of this tazza, written by E Barrington Haynes





A rib-moulded jug by George Ravenscroft, circa 1676-77.
Trustees of the Cecil Higgins Art Gallery, Bedford.

21 *

AN IMPORTANT EARLY LATTICINIO JUG, PROBABLY ENGLISH, CIRCA 1675

The helmet-shaped bowl decorated in *vetro a fili* and a *retorti* with opaque-white twists and ribbons, with an applied folded-over rim in clear glass, a small pinched pouring lip and an applied spirally ribbed s-scroll handle also in clear glass, set on a clear quatrefoil knob between collars and a spreading foot with a folded rim, 13.8cm high

£20,000 - 30,000
€28,000 - 41,000
US\$30,000 - 45,000

Provenance

Private Collection, France, by repute from a family of English extraction
With Christopher Sheppard, London
Private Collection, USA

Illustrated by Dwight Lanmon, *The Golden Age of English Glass* (2011), pp. 60-61, cat. 1.

This jug is closely related in form to the example in the Cecil Higgins Museum, Bedford, which bears an applied raven's head seal at the base of the handle. The Cecil Higgins jug, reproduced here (fig.1) is unquestionably English in origin and was produced by George Ravenscroft circa 1676-77. The similarity in the appearance of this and the present jug is discussed by Lanmon (2011), p. 61, fig. 31 and by Christopher Sheppard and John Smith, *Glass from the Restoration to the Regency* (1990), p. 11. The marked Ravenscroft jug is not a laticinio example and is instead produced entirely from clear glass

with ribbing. The very close similarities in form suggest that the present lot is also of English manufacture. The spirally ribbed handle is very unusual and appears to be a particularly English feature found only on jugs of this type. Another clear glass jug, very similar to the Cecil Higgins Museum example but slightly taller, is in the Victoria and Albert Museum, accession no. C.528-1936, and is illustrated by W. B. Honey, *Glass* (1946), pl. 51b.

The jug in the present lot was analysed by portable X-ray fluorescence under the auspices of the Corning Museum of Glass and the results published by Lanmon (2011), pp. 316-322. This established that it is of a potash-soda-silica composition containing an addition of approximately 5% lead oxide. Glass of this type was produced by adding to the silica component heavily refined (lixivated) soda-rich plant ash, together with a small quantity of lead. Purification of the plant ash by lixivation ensured that salts and impurities such as iron, which would have had a detrimental effect on the quality of the glass (for example, producing a green tint), were removed. However, components which stabilise the glass, such as lime, were also removed in this process and this rendered the glass susceptible to crizzling. Lead was presumably added in an attempt to prevent crizzling, but without an additional stabiliser such as lime, this would have been unsuccessful. The opaque-white laticinio threads are opacified by calcium antimonate, produced through the addition of antimony in oxygen-rich furnace conditions.

The results of Corning museum's analysis of this jug have been corroborated by a recent XRF examination carried out for Bonhams by Cranfield University's LARA. Whilst the composition of the glass used by Ravenscroft remains unclear, the unusual composition of this jug suggests that it may be an early experimental piece.





22

A SEALED ONION WINE BOTTLE, DATED 1745

Of dark-green tint, the compressed globular form with a short tapering neck applied with a wide string rim, applied on the shoulder with a moulded seal inscribed 'W Stinton 1745' within a circular solid-line border, kick-in base, 18.5cm high, 16cm diameter (small chip to seal)

£2,500 - 3,500

€3,400 - 4,800

US\$3,700 - 5,200

Another example of this rare bottle with an identical seal is recorded by David Burton, *Antique Sealed Bottles*, Vol. 2 (2015), p. 626 with a note that it was discovered in an antique shop in Kirkcudbrightshire, Scotland (see *British Bottle Review* no. 34 (1987), p. 25). This or possibly another specimen is illustrated by Willy van den Bossche, *Antique Glass Bottles* (2001), p. 94, pl. 42. Burton notes that the date 1745 is unusually late for an onion shaped bottle.



23

23

A SET OF SIX TOASTING GLASSES, MID 18TH CENTURY

Each with a drawn trumpet bowl set on a tall, very slender plain stem and conical foot, *18.9cm-19.5cm high* (one with minor restoration to foot) (6)

£1,200 - 1,500

€1,700 - 2,100

US\$1,800 - 2,200

Tall and slender glasses such as this were used by guests to toast a special occasion. During the toast the stems were traditionally snapped in two and as a result sets of toasting glasses very rarely survive.

24

A RARE POSSET GLASS AND COVER, EARLY 18TH CENTURY

Of compressed globular form with spirally moulded gadroons to the base beneath an applied central band, the rim applied with spiral trailing, on an applied circular foot, the similarly moulded domed cover with a beaded knob finial, *17.8cm high* (2)

£1,000 - 1,500

€1,400 - 2,100

US\$1,500 - 2,200

Provenance

Bonhams sale, 5 March 2003, lot 1

For related jars described as posset pots see W.A. Thorpe, *A History of English and Irish Glass* (1929), pls. 75 and 76.



24



25 *

A VERY RARE MOULDED-STEM ROYAL COMMEMORATIVE WINE GLASS, CIRCA 1714

The thistle-shaped bowl solid at the base, set on a short plain section above a four-sided teared stem moulded with four crowns to the shoulders and a diamond on each side, over a conical folded foot, 15.4cm high

£3,000 - 5,000

€4,100 - 6,900

US\$4,500 - 7,500

Provenance

The Stephen Pohlmann Collection, Tel Aviv
Christie's sale, 18 November 1990, lot 56

Exhibited

Glass from the Restoration to the Regency, Mallett & Son Ltd., London, 1990, see the catalogue by Christopher Sheppard and John Smith, p. 35, no. 40. This glass is also illustrated by Dwight Lanmon, *The Golden Age of English Glass* (2011), pp. 154-156, no. 47.

This glass is one of a rare group of early pro-Hanoverian glasses probably made to celebrate the Coronation of King George I in 1714. Lanmon (2011), p. 156, states that there are at least twelve surviving panel-moulded glasses of this type with crowns on the shoulders, but without inscriptions. The crowns appear to be a precursor of the diamond studs or stars usually found on moulded stems, see Robert Charleston, *English Glass* (1984), pp. 145-146.

A glass of very similar shape moulded with crowns on the stem but without diamonds, is illustrated by L. M. Bickerton, *18th Century English Drinking Glasses* (1986), p. 125, no. 291. A glass moulded with both crowns and diamonds to the stem, but with a round funnel bowl, was in the A.C. Hubbard Collection, illustrated by Ward Lloyd, *A Wine Lover's Glasses* (2000), pp. 28 and 90, pl. 123 and was sold by Bonhams, 30 November 2011, lot 53. Another moulded with both crowns and diamonds, but with a conical bowl, was sold by Bonhams, 17 December 2008, lot 264. An example moulded with crowns and additional inscription *God Save King George* was formerly in the Hartshorne Collection, illustrated by Bickerton (1986), p. 125, no. 286, sold by Bonhams 15 December 2010, lot 7. Two further examples with crowns are illustrated by Arthur Churchill Ltd., *History in Glass* (1937), pl. 4, nos. 13 and 14. See also the inscribed example sold by Bonhams, 4 June 2008, lot 17.

26 *

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

The thistle-shaped bowl with solid teared base, decorated with the enthroned Madonna and Child beneath a scalloped canopy, surmounted by a crown, flanked by female figures, the left-hand figure holding a branch in one hand and a book in the other, the right-hand figure holding the cap of Liberty surmounted on a pole in one hand and the scales of Justice in the other, set on a substantial teared acorn knop above a basal knop, over a domed and folded foot, 25.8cm high

£7,000 - 10,000

€9,600 - 14,000

US\$10,000 - 15,000

Illustrated by Dwight Lanmon, *The Golden Age of English Glass* (2011), pp. 140-141, cat. 40. Lanmon states that as wheel-engraving is rarely seen on English glass of this early date, the engraving on the present lot was likely to have been executed by a Continental engraver, perhaps German. The scene is full of Christian symbolism. The book may represent the Book of Knowledge and the branch the Martyr's Palm, although it is not entirely clear what the supporting figures represent. It is likely that the large crown, together with the throne, is symbolic of Mary as Queen of Heaven.

It is rare to find acorn-knopped goblets of such large size, even without engraved decoration. Compare to the massive acorn-knopped goblet from the Basil Jefferies Collection, sold by Bonhams 12 November 2014, lot 22. Another massive acorn-knopped goblet was in the A.C. Hubbard Collection, illustrated by Ward Lloyd, *A Wine Lover's Glasses* (2000), p. 29, pl. 13. This was sold by Bonhams, 30 November 2011, lot 44.





27

27

A BALUSTER GOBLET, CIRCA 1720

The bell bowl solid at the base, set on a teared stem incorporating six graduated annulated knops swelling at the centre, terminating with a teared basal knop, over a conical folded foot, *17cm high*

£1,500 - 2,000
€2,100 - 2,800
US\$2,200 - 3,000

Provenance

Christie's sale, 15 June 1994, lot 50
Christie's sale, 23 April 2002, lot 6

Glasses of this type are illustrated by W.A. Thorpe, *A History of English and Irish glasses* (1929), pl. 88 and by L.M. Bickerton, *18th Century English Drinking Glasses* (1986), p. 70, pl. 77.



28

28

A BALUSTER CANDLESTICK, CIRCA 1720-30

The cylindrical scone set on a disk-shaped drip pan, over an hourglass-shaped stem formed of a teared inverted baluster knop and a similar teared true baluster knop separated by collars, with a basal cushion knop, over a conical folded foot, *17.6cm high*

£1,000 - 1,500
€1,400 - 2,100
US\$1,500 - 2,200

Provenance

Margaret Mapp Collection, Rye

The forms of glass candlesticks generally imitated those of contemporary metal examples. Tears like that found in the knops on the present lot were not incorporated into the stems until circa 1720. Candelabra with sconces of similar shape are illustrated by Dwight Lanmon, *The Golden Age of English Glass* (2011), pp. 226-229, cat. 77 and figs. 120-122. A taperstick with a foot of comparable shape is also illustrated by Lanmon (2011), pp. 222-223, cat. 74.



29

29

A DUTCH-ENGRAVED BALUSTER WINE GLASS, CIRCA 1745

With armorial decoration, the round funnel bowl with slightly everted rim, decorated with the arms of Overijssel comprising a lion rampant beneath a crown, flanked by lion supporters, set on a stem incorporating three ball knops, over a conical foot, *21.1cm high*

£1,000 - 1,200
€1,400 - 1,700
US\$1,500 - 1,800

Provenance

The Canon Ernest Scott Fardell Collection, Sotheby's sale 18 February 1949, lot 74
The Walter F. Smith Collection, Sotheby's sale 18 March 1968, lot 396
The Harveys Wine Museum Collection, Bonhams sale 1 October 2003, lot 148
Bonhams sale, 6 June 2007, lot 34



30

30

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

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

£1,000 - 1,500
€1,400 - 2,100
US\$1,500 - 2,200

Provenance

The John Towse Collection

Another Liberty glass with a moulded stem and related engraving was in the Bonhams Harveys Wine Museum Collection sale, 1 October 2003, lot 153, and the Walter Smith Collection, lot 677. It was sold again by Bonham, 6 June 2007, lot 35.



31

31 *

AN ENGRAVED HEAVY BALUSTER FRIENDSHIP GLASS, CIRCA 1710

The round funnel bowl solid at the base, decorated with a scene of David embracing Jonathan, David wearing a crown and holding a harp, Jonathan wearing a plumed helmet and holding a bow, stylised flowers to either side, inscribed *AMICITIAE* (Friendship) in diamond-point below, set on a teared angular knob above a teared ball knob, over a conical folded foot, 17.4cm high

£1,500 - 2,000

€2,100 - 2,800

US\$2,200 - 3,000

Provenance

With Ginsburg & Levy, New York

The Mr and Mrs Dwight P. Lanmon Collection, Santa Fe

Illustrated by Dwight Lanmon, *The Golden Age of English Glass* (2011), pp. 140-141, cat. 41.

The Book of Samuel describes David's ascent to power and the covenant he formed with Jonathan. David, depicted here with a harp, was famed for his musical ability and he was summoned to play for King Saul. Jonathan, Saul's son, established a close bond with David and gave clothing and armour, including his bow, to David as a covenant and a sign of his love. The relationship between the two men is interpreted as more than platonic. There are very few English glasses depicting David and Jonathan and the present lot is the only published example on a heavy-baluster glass. For other representations of the subject see the Dutch-engraved goblet from the Jerrold Belitz Collection, sold by Bonhams, 9 March 2005, lot 10, and also the Silesian example from the Klaus Biemann Collection, sold 26 November 2014, lot 19.

32 *

TWO MOULDED SWEETMEAT GLASSES AND A MOULDED CREAM OR MILK JUG, SECOND QUARTER 18TH CENTURY

Both sweetmeat glasses with eight-sided panel-moulded stems flanked by collars, on rib-moulded domed and folded feet, one with a generous rib-moulded cup-shaped bowl, 17.9cm high, the other with a panel-moulded lipped ogee bowl, 15cm high, the jug of panel-moulded baluster form with a pouring lip, applied with a ribbed scroll handle with a curled lower terminal, on an applied circular foot, 15.6cm high (3)

£900 - 1,300

€1,200 - 1,800

US\$1,300 - 1,900



32

33 *

A BALUSTER WINE GLASS AND A GOBLET WITH MOULDED STEMS, CIRCA 1720

The wine glass with a thistle-shaped bowl solid at the base, set on a four-sided panel-moulded stem containing an elongated tear, over a conical folded foot, *21.7cm high*, the goblet with a generous round funnel bowl solid at the base, set on a hollow octagonal panel-moulded stem and a conical folded foot, *23.2cm high* (2)

£1,200 - 1,800

€1,700 - 2,500

US\$1,800 - 2,700

A comparable wine glass was in the Dwight P. Lanmon Collection, sold by Bonhams, 3 October 2012, lot 9. Another was in the Basil Jefferies Collection, Bonhams 12 November 2014, lot 20. A very similar goblet on an octagonal moulded stem was in the James Hall Collection, sold by Bonhams 3 June 2009, lot 173. Compare also to the example from the Graeme and Molly Cranch Collection, sold by Phillips, 4 June 1997, lot 5.

34

A BALUSTER WINE GLASS AND A COMPOSITE STEM WINE GLASS, CIRCA 1725 AND 1745

One with a bell bowl solid at the base, set on a cushion knop above a teared inverted baluster stem with basal knop, over a conical foot, *17.2cm high*, the other with a trumpet bowl set on a composite stem consisting of a plain upper section and a multiple-spiral airtwist lower section and a central beaded knop, over a conical foot, *17.1cm high* (2)

£600 - 800

€830 - 1,100

US\$900 - 1,200

Provenance

Margaret Mapp Collection, Rye



33



34



35

35 *

A RARE MOULDED BALUSTER WINE GLASS, CIRCA 1740

The trumpet bowl with honeycomb moulding, set on three graduated collars and a cushion knob, above two triple-annulated knobs, a short baluster stem section below, over a similarly moulded domed folded foot, 15.4cm high

£3,000 - 4,000
€4,100 - 5,500
US\$4,500 - 6,000

Provenance

The Frances L. Dickson Collection
Christie's sale, 23 November 1993, lot 56

Illustrated by Sidney Crompton, *English Glass* (1967), pl. 62 and by Dwight Lanmon, *The Golden Age of English Glass* (2011), pp. 182-183, no. 59. Lanmon describes this as a sweetmeat glass, due to the small size of the bowl together with the flared rim from which it would be difficult to drink. A very similar glass from the Basil Jefferies Collection was sold by Bonhams, 12 November 2014, lot 30. Another, but with a plain foot, was in the Henry J. Mein Collection, sold by Bonhams, 12 November 2014, lot 86. A further comparable glass from the Hartshorne Collection, was sold by Bonhams, 15 December 2010, lot 9 and is illustrated by Albert Hartshorne, *Old English glasses* (1897), p. 236, fig. 171 and also by L. M. Bickerton, *18th Century English Drinking Glasses* (1986), p. 89, cat. 150. Another with a plain foot is illustrated by Bickerton (1986), p. 89, cat. 148.



36

36 *

A VERY RARE MOULDED HOLLOW-STEM GOBLET, MID 18TH CENTURY

The cup-shaped bowl with everted rim with all-over honeycomb moulding, set on a hollow stem swelling to a central angular knob, over an unusual similarly-moulded domed or saucer-shaped foot, 17.7cm high

£800 - 1,200
€1,100 - 1,700
US\$1,200 - 1,800

Provenance

Bonhams sale, 8 December 2004, lot 15

Exhibited

Glass Circle 50th Anniversary Exhibition 1937-1987, 'Strange and Rare', Broadfield House Glass Museum and the Pilkington Glass Museum, see the catalogue (1987), no. 47.

Glasses with this combination of bowl, stem and foot type are particularly rare, see E. Barrington Haynes, *Glass Through the Ages* (1964), p. 262 for a discussion. The present example is illustrated by Dwight Lanmon, *The Golden Age of English Glass* (2011), pp. 182-183, no. 50. The shape of the foot, with its down-turned rim, is very unusual. A similar glass was sold by Bonhams, 3 June 2009, lot 76. Another is illustrated by L.M. Bickerton, 'A Glass-Lover's Collection Reunited: The Hartshorne Exhibition at Worthing', *Country Life* (April 1968), pp. 911-912, fig. 4.



37

37

A VERY RARE MOULDED AIRTWIST WINE GLASS, CIRCA 1755

The ladder-moulded ogee bowl with everted rim, set on a double-series airtwist stem and similarly moulded conical foot, *14.8cm high*

£1,500 - 2,000

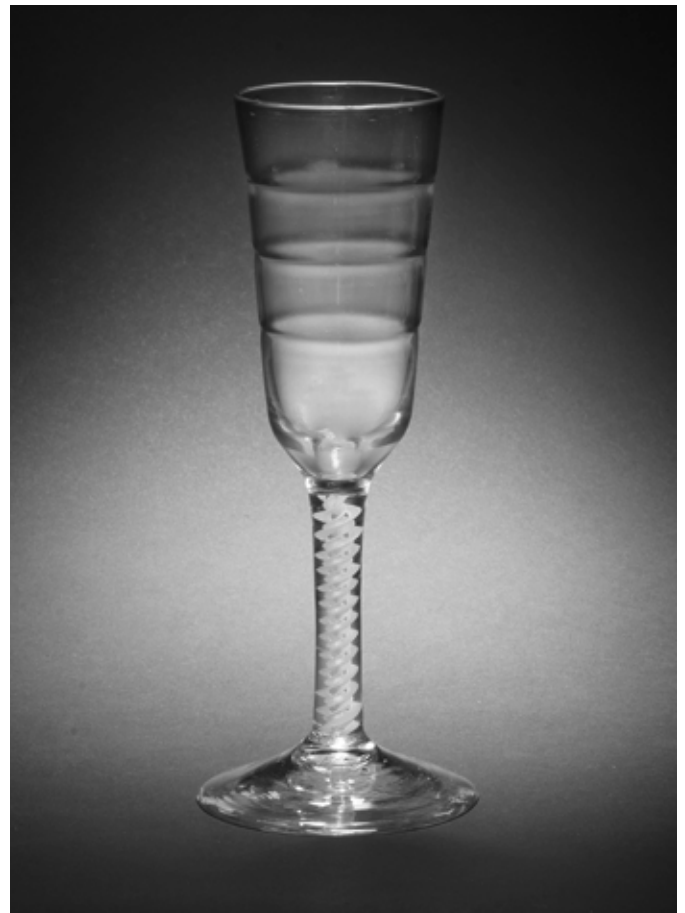
€2,100 - 2,800

US\$2,200 - 3,000

Provenance

The A.C. Hubbard Collection, sold by Bonhams, 30 November 2011, lot 101

Illustrated by Ward Lloyd, *A Wine Lover's Glasses* (2000), pp. 46 and 48, pl. 52(b). Only four other glasses of this type are recorded. One is in the Baltimore Historical Society, another with an opaque-twist stem is in the Corning Museum of Glass and a further pair is in a private collection.



38

38

AN OPAQUE-TWIST 'LYNN' ALE GLASS, CIRCA 1760

The elongated round funnel bowl moulded with concentric bands, set on a double-series opaque-twist stem incorporating a central corkscrew encircled by a pair of spiral bands, over a conical foot, *19.8cm high*

£2,000 - 2,500

€2,800 - 3,400

US\$3,000 - 3,700

Ale glasses with distinctive 'Lynn' moulded bands are rarely found. A comparable ale glass was sold by Bonhams, 31 March 2009, lot 145.



39



41



40

39 *

A PAIR OF AIRTWIST WINE GLASSES, CIRCA 1750

With slightly flared round funnel bowls moulded with basal flutes, set on multiple spiral airtwist stems with shoulder knobs over conical feet, 17.3cm and 17.4cm high (2)

£600 - 800
€830 - 1,100
US\$900 - 1,200

40 *

AN AIRTWIST ALE GLASS AND A GILES GILDED OPAQUE-TWIST WINE GLASS, CIRCA 1755 AND 1770

The ale glass with a tall round funnel bowl set on a multiple spiral airtwist stem with a shoulder knob, over a conical foot, 19.8cm high, the gilded glass decorated in the London workshop of James Giles, the round funnel bowl decorated in gold with floral sprays, scattered sprigs and insects beneath a gilt-line rim, set on a double-series opaque-twist stem with a pair of spiral threads encircled by a spiral band, plain conical foot, 14.4cm high (2)

£800 - 1,000
€1,100 - 1,400
US\$1,200 - 1,500

A very similar Giles-gilded wine glass from the Basil Jefferies Collection was sold by Bonhams, 12 November 2014, lot 47. Another with a very similar stem was sold by Bonhams 17 December 2008, lot 328. Compare also with the examples from the Ron and Mary Thomas Collection, Bonhams 4 June 2008, lots 195-197 and 199-201.

41

A GOOD ENGRAVED ALE JUG, LATE 18TH CENTURY

The globular form with waisted neck, everted rim and pouring lip, the front inscribed with the name 'JNO FREEMAN', above engraved hops and flanked by ears of barley, the neck with a husk border, an applied scroll handle at the back, 14.3cm high

£500 - 700
€690 - 960
US\$750 - 1,000

Provenance

Margaret Mapp Collection, Rye



42

42

A SET OF THREE ENGRAVED FACET-STEM WINE GLASSES, CIRCA 1770

Of possible Jacobite significance, each with a round funnel bowl set on a faceted stem and heavy firing foot, the bowls decorated with bumble bees and individual stylised flowers, one depicting a five-petalled rose on a thorny stem with one closed bud, another with a flower resembling a daffodil and the third resembling a dianthus, 16cm high (3)

£800 - 1,000
€1,100 - 1,400
US\$1,200 - 1,500

Provenance

Margaret Mapp Collection, Rye

43

AN ARMORIAL DRAM GLASS AND AN UNUSUAL MINIATURE OR TOY WINE GLASS, CIRCA 1780 AND 1765

Comprising a dram glass with a round funnel bowl engraved with the coat of arms of Kingdon, incorporating a chevron between three magpies, flanked by the inscription *WILLIAM KINGDON*, set on a faceted stem and conical foot, 11.9cm high, together with a glass of unusually small size, the ogee bowl set on a double-series opaque-twist stem and conical foot, 9.3cm high (small chip to footrim) (2)

£600 - 800
€830 - 1,100
US\$900 - 1,200

Provenance

Margaret Mapp Collection, Rye



43

An identical armorial wine glass is illustrated by Joseph Bles, *Rare English Glasses of the 17th and 18th Centuries* (1925), p. 172, pl. 84. A similar glass was in the Thomas Collection, sold by Bonhams in Knowle, 14 October 2008, lot 47 and another was sold by Christie's, 23 June 1992, lot 52.

A comparable opaque-twist miniature wine glass was in the Ron and Mary Thomas Collection, sold by Bonhams, 4 June 2008, lot 167.



44

44

A BEILBY ENAMELLED OPAQUE-TWIST ALE GLASS, CIRCA 1765

The drawn ogee bowl painted in opaque-white with sprays of barley and hops, the rim with traces of gilding, set on a single-series opaque-twist stem and a conical foot, *18.5cm high*

£1,800 - 2,400
€2,500 - 3,300
US\$2,700 - 3,600

Provenance

Bonhams sale, 5 December 2007, lot 39

Very similar ale glasses are illustrated by L.M. Bickerton, *18th Century English Drinking Glasses* (1986), p. 342, cats. 1,116 and 1,117. Another similar example in the Fitzwilliam Museum is illustrated by James Rush, *The Ingenious Beilbys* (1973), p. 31, fig. 15b. Compare also the example in The Commander A.P. Barrow-Green Collection, sold by Bonhams, 12 November 2014, lot 160.



45

45

A BEILBY ENAMELLED OPAQUE-TWIST WINE GLASS, CIRCA 1765

The round funnel bowl painted in opaque-white with floral swags, traces of gilding to the rim, set on a double-series opaque-twist stem comprising two pairs of opaque-white spiral threads encircled by a pair of five-ply spiral bands, over a conical foot, *15.5cm high*

£800 - 1,200
€1,100 - 1,700
US\$1,200 - 1,800

A very similar glass was sold by Bonhams, 15 December 2010, lot 55. Another is illustrated by James Rush, *The Ingenious Beilby's* (1973), p. 93, pl. 51b. A glass with similar decoration but a different stem is illustrated by L.M. Bickerton, *18th Century English Drinking Glasses* (1986), p. 220, fig. 660.



46

46

A SMALL BEILBY ENAMELLED SPIRIT DECANTER, CIRCA 1765

Of sugarloaf form, painted in opaque-white with an elaborate scroll cartouche modelled as a pseudo wine-label suspended by a chain, inscribed '*HENRY CRATHORNE*', pendant fruiting vine below, a butterfly to the neck, the reverse decorated with a floral sprig and a further butterfly, 14.7cm high (restoration to neck)

£1,000 - 2,000
€1,400 - 2,800
US\$1,500 - 3,000

Provenance

Margaret Mapp Collection, Rye

Henry Crathorne of Crathorne in Yorkshire was proposed for membership of the Royal Society in 1774. It is probable that he died in 1797.



47

47

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

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

£1,000 - 1,500
€1,400 - 2,100
US\$1,500 - 2,200

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



48

48

A RARE ENGRAVED OPAQUE-TWIST 'NO EXCISE' CIDER GOBLET, CIRCA 1763

The bucket bowl decorated with two barrels beneath the inscription *NO EXCISE*, the reverse with an apple tree, set on a double-series opaque-twist stem comprising two pairs of opaque-white spiral tapes encircled by a pair of four-ply spiral bands, over a conical foot, 18cm high

£2,500 - 3,500
€3,400 - 4,800
US\$3,700 - 5,200

The inscription 'No Excise' refers to the Cider Bill of 1763 which imposed a tax of four shillings on every cask of cider. The Act led to widespread protests in Britain and especially in the Colonies. The repeal of the tax in July 1766 by the Marquis of Rockingham was celebrated throughout the country. A comparable cider goblet was in the Meyer Collection, sold by Bonhams 1 May 2013, lot 48. Further examples bearing similar decoration and the same inscription were in the Basil Jefferies Collection, Bonhams 12 November 2014, lot 58, and in the Ron and Mary Thomas Collection, Bonhams 4 June 2008, lot 174. Another is in the Victoria and Albert Museum, illustrated by Charleston (1984), pl. 39d. A related Yorkshire creamware teapot protesting against the Cider Act was sold by Bonhams Oxford, 16 January 2013, lot 27.



49

49

A RARE GREEN TINTED OPAQUE TWIST WINE GLASS, CIRCA 1760-70

Of light green tint, the cup-shaped bowl of *roemer* type, set on a hollow cylindrical knob applied with four raspberry prunts, the double-series opaque twist stem also tinted in green and incorporating two pairs of heavy threads encircling a gauze, over a domed foot, 14.7cm high

£3,000 - 4,000
€4,100 - 5,500
US\$4,500 - 6,000

Provenance

Sotheby's sale, 19 April 2007, lot 135

These unusual glasses were probably intended for the export trade and are usually manufactured from pale green glass in the manner of Dutch *roemers*. It is rare to find examples such as this with a green tinted stem, as the stem is more typically found in clear glass. An example with a green-tinted stem in the A.C. Hubbard Collection is illustrated by Ward Lloyd, *A Wine Lover's Glasses* (2000), p. 99, pl. 146(a) and this was sold by Bonhams, 30 November 2011, lot 122. Another with a green-tinted stem was sold by Sotheby's, 15 November 1994, lot 510. Compare also to examples with clear stems illustrated by Ward Lloyd, p. 99, pl. 146(c), and by W.A. Thorpe, *A History of English and Irish Glass* (1929), pl. C(4).

A FINE GILES GILDED OPAQUE-WHITE BEAKER, CIRCA 1770-75

The flared cylindrical form faceted at the base, decorated with bucrania and paterae within entwined festoons of husk ornament, the basal facets with a formal 'mosaick' border incorporating foliate motifs, 10cm high (some very minor wear to gilding)

£1,200 - 1,600

€1,700 - 2,200

US\$1,800 - 2,400

Provenance

The G.A.G. Gore Langton Collection

The Hon. Edward Grenville Gore Langton Collection, Christie's sale 22 April 1975, lot 104

The Sir Hugh and Lady Vera Dawson Collection, London

The Michael Parkington Collection, Christie's sale 13 February 1990, lot 133

The Mr and Mrs Dwight P. Lanmon Collection, Santa Fe

Exhibited

The Victoria and Albert Museum, London, 1975-1989

Delomosne & Son Ltd., 'Gilding the Lily', 10-22 July 1978 (see the catalogue, p.35, no.49)

This beaker is the only known example of this particular shape decorated with bucrania. It is illustrated by Dwight Lanmon, *The Golden Age of English Glass* (2011), pp. 196-197, cat. 66 and by Andy McConnell, 'James Giles's Decoration on Glass', *Antiques*, vol. 164, no. 4 (2003), p. 146, fig. 10 and 'A Designer of Distinction: The Glassware of James Giles', *Apollo*, vol. 161, no. 20 (2005), p. 43, fig. 4.

A Giles gilded opaque-white beaker of comparable shape is in Bristol Museum, illustrated by Stephen Hanscombe, *James Giles China and Glass Painter* (2005), p. 132, fig. 7. Another is in the Corning Museum of Glass, accession no. 64.2.5. A decanter matching the present lot was sold by Sotheby's, 3 October 1977, lot 56, see Hanscombe (2005), cat. 127. A Worcester porcelain cup and saucer again with comparable decoration is illustrated by Hanscombe alongside this decanter. This cup and saucer is shown together with a glass bowl in the same pattern by Gerald Coke, *In search of James Giles* (1983), p. 205, pl. 33c. The design may have been copied from a print published by Sir William Chambers in 1759.





An engraving of Clara the rhinoceros by Elias Baeck, circa 1746.

51

AN EXCEPTIONAL MIXED COLOUR-TWIST WINE GLASS ENGRAVED WITH A RHINOCEROS, CIRCA 1765

The bell bowl finely engraved with a standing rhinoceros, the stem set on a multi-ply airtwist corkscrew encircled by a single translucent blue spiral thread, over a conical foot, 17.5cm high (minute annealing fractures in the foot)

£4,500 - 6,000
€6,200 - 8,300
US\$6,700 - 9,000

The rhinoceros was something of a novelty in the 18th century. The animal became famous in England during the 1740s particularly, thanks to the *grand tour* of 'Clara', the most celebrated specimen of a rhinoceros. Between 1741 and 1758 Clara was toured around Europe and caused a sensation, leading to the publication of images and prints to celebrate the occasion. As a result, images of rhinos became highly fashionable in the 18th century. A Chelsea porcelain dish decorated with an image of a rhino is in the Untermyer Collection in the Metropolitan Museum of Art, and two similarly decorated Meissen serving dishes can be found in the Duke of Northumberland Service at Alnwick Castle. No other wine glass with this remarkable decoration is recorded, however.

This glass and the following two lots are part of a series of very similar glasses combining blue mixed-colour-twist stems with bell bowls engraved with large single animals. An example engraved with a prancing stag was sold by Sotheby's, 18 December 2002, lot 119. Another engraved with a jumping hare was offered for sale by Scottish Antiques Inc. These glasses with animals may all have come from a single set. Another set with the same shape of bowls and identical stems is recorded engraved with single botanical specimens. A glass with a spray of lilies was sold by Bonhams 19 May 2010, lot 79 and another from the Tatton Hewetson Collection engraved with a single tulip on 13 November 2013, lot 55. An unengraved example was also sold by Bonhams, 2 June 2004, lot 86.



52

A VERY RARE MIXED COLOUR-TWIST WINE GLASS ENGRAVED WITH A BULL, CIRCA 1765

En-suite with the previous lot, the bell bowl engraved with a bull, set on a colour-twist stem featuring a multi-ply spiral airtwist corkscrew encircled by a single translucent blue spiral thread, over a conical foot, *17.4cm high*

£3,000 - 4,000
€4,100 - 5,500
US\$4,500 - 6,000



53

A FURTHER RARE MIXED COLOUR-TWIST WINE GLASS ENGRAVED WITH A BOAR, CIRCA 1765

The bell bowl engraved with a leaping wild boar, the mixed twist stem including a multi-ply airtwist corkscrew within a single translucent blue spiral thread, on a conical foot, *17.5cm high*

£3,000 - 4,000
€4,100 - 5,500
US\$4,500 - 6,000



54

54

A RARE CANARY YELLOW COLOUR-TWIST WINE GLASS, CIRCA 1765

The bell bowl set on a stem incorporating a central deep yellow core encircled by a pair of opaque white spiral gauzes, over a conical foot, 15.2cm high (chip to footrim)

£6,000 - 8,000

€8,300 - 11,000

US\$9,000 - 12,000

55

A FINE AND RARE DUTCH-ENGRAVED 'FRIENDSHIP' GOBLET AND COVER BY JACOB SANG, CIRCA 1760

The round funnel bowl finely decorated with a pair of clasped hands beneath a crown, within an elaborate scrollwork and floral cartouche, the reverse inscribed *MIND GY EDELE VRIENDSCHAP TEEDER, VULD MY DAN TOT AAN DEN RAND. DRINKT MY LEEG, EN VULD MY WEEDER, STELD MY ZOO UW VRIEND TER HAND* (If you value tender noble friendship, then fill me to the brim. Drink me empty and refill me, and thus hand me to your friend), set on a slender multi-knopped stem and a conical foot, the matching domed cover with a beaded finial, 16.5cm high (2)

£7,000 - 9,000

€9,600 - 12,000

US\$10,000 - 13,000

Provenance

With Leslie Antiques Ltd., New York

The inscription on this goblet is taken from a poem written by Dirk Smits in 1740 (see Dirk Smits, *Gedichten* (1740), p. 231 and also F. Smit, *A Concise Catalogue of Eighteenth-Century Wine-Glasses Wheel-Engraved and Signed by Jacob Sang* (1992), p. 12 for a brief discussion). At least four other goblets of this type decorated with clasped hands and bearing the same poem are recorded, all of which are signed and dated by Sang. These are described by Smit (1992), p. 12, cats. 1759.10 (now in the Museum Boymans-van Beuningen, Rotterdam), 17.59.11 (The Bradford Collection, sold by Christie's, 4 June 1985, lot 58), 1759.12 (sold by Christie's, 15 June 1994, lot 70 and on 26 November 1991, The Peter Lazarus Collection, lot 149) and 1760.1 (The Otto Dettmers Collection, sold by Sotheby's, 23 November 1999, lot 16). A fifth example on a composite stem, but unsigned, is in the Museum De Lekenhal, Leiden, accession no. 2015. All of these examples are inscribed *PROSOPOPIA* (Personification) above the crown. The goblet in the present lot is, however, unique in that it lacks this inscription and is the only example of the type to have survived with a cover.

Though unsigned, from the high quality of the engraving and polished detail, the style and lettering, together with the four known signed examples which closely parallel this glass, the engraving can be attributed to Jacob Sang (active from 1752, died 1785). The form of the glass is also typical of the type used by Sang (see Smit (1992), p.4, fig. A). For glasses of very similar form signed by Sang, but with different engraving, see the example sold by Bonhams, 7 June 2006, lot 49 and another from the A.C.Hubbard Collection, sold 30 November 2011, lot 260. Compare also the example engraved with a comparable inscription from the Mary Ager Collection, sold by Christie's, 18 April 1978, lot 116.



55



56



57

56

THREE ENGRAVED ROYAL COMMEMORATIVE RUMMERS, DATED 1820 AND 1821

Each with a flared bucket bowl set on a knopped stem and solid circular foot, one inscribed 'QUEEN CAROLINE 1820' flanked by stylised birds, a crown within a cartouche of tied laurel branches on the reverse, 12.7cm high, another inscribed 'QUEEN CAROLINE DIED AUGT 7 1821', the reverse with an altar flanked by palms, 13.4cm high, the third decorated with the King's Champion clad in full armour atop a horse, a goblet raised in his right hand, the reverse with a crown flanked by the royal cipher GR above the inscription 'JULY 19 1821', 14.2cm high (stem drilled and rejoined) (3)

£800 - 1,000

€1,100 - 1,400

US\$1,200 - 1,500

Provenance

Margaret Mapp Collection, Rye

On the death of King George III in January 1820, George IV became King and his estranged wife Caroline of Brunswick returned to England to claim her title as Queen. The Coronation of George IV took place in Westminster Abbey on 19 July 1821, which was the last Coronation at which the full ceremony of the King's Champion was carried out. Caroline was prevented from attending and died 19 days later after falling ill. Comparable rummers commemorating the death of Queen Caroline were sold by Bonhams, 4 June 2008, lots 259 and 330.



58

57

FOUR ENGRAVED NAUTICAL RUMMERS, LATE 18TH AND EARLY 19TH CENTURY

Comprising one with a generous ogee bowl decorated with a two-masted sailing ship within a circular cartouche inscribed 'SUCCESS TO THE ROYAL OAK', the reverse with the cipher BTL, set on a square lemon-squeezer moulded foot, 15.5cm high, and three others with flared bucket bowls set on bladed knobs and solid circular feet, one decorated with a two-masted sailing ship beneath the name 'EDWARD', the reverse with a cipher WAK, tied hops and barley, 14.5cm high, the other two decorated with titled views of Sunderland Bridge with a sailing ship beneath, one with the cipher RET and floral sprigs, 13.5cm high, the other with the cipher JH within a floral cartouche, 13.7cm high (4)

£800 - 1,200
€1,100 - 1,700
US\$1,200 - 1,800

Provenance

Margaret Mapp Collection, Rye

An identical Royal Oak rummer is illustrated by John Shuckburgh Risley, *Sea-Power Under George III Illustrated on Contemporary Glass*, The Burlington Magazine, vol.35 (1919), p. 208, pl. 3, no. 9.

58

A DAVENPORT 'PATENT' RUMMER, CIRCA 1806-10

The bucket-shaped bowl decorated with a border of paterae, set on a short stem incorporating two slightly graduated ball knobs, over a conical foot, 13cm high, marked 'Patent' on the base, indistinct owner's accession numbers scratched in diamond-point also on the base

£500 - 700
€690 - 960
US\$750 - 1,000



59

Provenance

Margaret Mapp Collection, Rye

The Davenport glassworks was established adjacent to the firm's pottery at Longport, Staffordshire in 1801. The glass manufactured under the Patent of 1806 was neither etched nor wheel-ground, but was a new technique designed to emulate wheel-engraving. The patented decoration was produced by painting a special mixture incorporating ground glass, sugar and ink onto the glass and scratching the design onto this with tools prior to firing. Rummors of identical shape are in the Corning Museum of Glass, accession nos. 50.2.124 and 50.2.125.

59

A DUTCH-ENGRAVED ROYAL ARMORIAL WINE GLASS, CIRCA 1733-50

The round funnel bowl with a beaded and faceted solid base, decorated with the crowned coat of arms of William IV, Prince of Orange, inscribed with the motto of the Garter *HONI SOIT QUI MAL Y PENSE*, flanked on both sides by martial trophies, set on a faceted hollow inverted baluster stem, over a conical folded foot, 17.8cm high

£800 - 1,200
€1,100 - 1,700
US\$1,200 - 1,800

The Order of the Garter was bestowed on William IV (1711-51) in 1733. An armorial wine glass of comparable shape and engraved in a very similar manner is illustrated by Pieter van Eck, *Glass in the Rijksmuseum*, vol.II (1995), p. 234, cat. 264.



60

A FINE BOHEMIAN ENGRAVED BEAKER ATTRIBUTED TO HIERONYMUS HACKEL, CIRCA 1820

The slightly waisted cylindrical form with everted rim, decorated with a figure of Venus kneeling before a winged Cupid, a pair of lovebirds atop a short column and a thorny rose bush, with a dog seated next to a shield inscribed with the initials *CM*, all above a band of flutes, the chamfered base cut with facets, the rim with a formal border of circlelets, *12.3cm high*

£2,000 - 3,000
€2,800 - 4,100
US\$3,000 - 4,500

Hieronymus Hackel was one of the finest Bohemian engravers working in the neo-classical taste. An engraved beaker by Franz Riedel depicting a similar scene of Venus and Cupid, from the Klaus Biemann Collection, was sold by Bonhams 26 November 2014, lot 43 and illustrated by Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), p. 288, pl. 320.

61

A BOHEMIAN TRANSPARENT ENAMELLED BEAKER, SECOND HALF 19TH CENTURY

In the manner of Carl von Scheidt, cut with eight broad flutes and with two flanged collars at the base stained in amber, painted in transparent colours with Chinese acrobats performing remarkable feats of balance, *13.2cm high* (a few minor abrasions)

£600 - 800
€830 - 1,100
US\$900 - 1,200



61



62

62

A PAIR OF BOHEMIAN TRANSPARENT ENAMELLED VASES WITH ORMOLU MOUNTS, 19TH CENTURY

Possibly from the workshops of Friedrich Egermann, Haida, of ten-sided waisted form painted with a border of brightly coloured flowers including roses, pansies and petunias, the faceted sides with stylised floral motifs in alternating colours including shades of red, grey and black, mounted on elaborate ormolu bases in the Chinoiserie taste with stylised dragon's heads to each side, 27cm high (one damaged, the other with a chipped rim) (2)

£1,500 - 2,000
€2,100 - 2,800
US\$2,200 - 3,000

63

A FRENCH OPALINE 'GORGE DE PIGEON' SUCRIER AND COVER AND A SCENT BOTTLE, CIRCA 1820

The rich rose pink colour with internal fire, the small round covered bowl decorated with borders of gold palmettes and festoons, 14cm high, the scent bottle with gold and silver ornament, 5.9cm high (stopper lacking) (3)

£500 - 800
€690 - 1,100
US\$750 - 1,200



63

64

A BOHEMIAN 'LITHYALIN' GLASS DESK SET, CIRCA 1840

Probably by Friedrich Egermann, Haida, shaded in tones of green and tan, the very unusual rectangular form with chamfered corners and lobed on the underside, the top set with two separate inkwells flanking a nib tray and a pen tray in front, 22cm wide x 13.5cm (covers of inkwells lacking) (3)

£1,500 - 2,000
€2,100 - 2,800
US\$2,200 - 3,000



64



65

AN UNUSUAL SET OF THREE GLASS NOVELTY FIRE TOOLS, SECOND HALF 19TH CENTURY

Comprising a poker, a brush and a pair of tongs, each with a slender knopped handle enclosing an opaque-white and translucent-ruby spiral ribbon and with an opaque-white pommel, set on knopped shafts enclosing matching white-and-ruby spiral ribbons, *the poker 57.3cm long* (minor losses to bristles of brush) (3)

£800 - 1,200

€1,100 - 1,700

US\$1,200 - 1,800

Novelty glass items or 'friggers' such as these have their origins in the 18th century. The majority are assumed to have been made from glass that remained in the melting pot at the end of the day, giving glassmakers freedom of expression and allowing them to show off their skills. The results, which included hats, bells, walking sticks, swords and tobacco pipes, were traditionally paraded through the streets on gala days. Fire tools are particularly rare and it is very unusual to find a matching set.

66

A PAIR OF BOHEMIAN PINK OPALESCENT 'ALHAMBRA' VASES, CIRCA 1860

Attributed to Wilhelm Hoffman of Prague, the very elegant baluster forms cut with broad vertical flutes and with a flared neck and spreading foot, the flattened wing handles in the shape of stylized beasts, the vases richly gilded with formal columns and panels of ornament following Spanish Moorish traditions, *50.5cm high* (2)

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000

The shape and gilded decoration is closely related to a vase exhibited by Wilhelm Hoffmann of Prague at the 1862 Paris Exhibition. This was illustrated in J.B. Waring's *Masterpieces of Industrial Art and Sculpture* from the International Exhibition of 1862, vol.II, pl. 125. This was discovered and exhibited by Carlton Hobbs in November 2011. In their research Carlton Hobbs drew attention to a pair of ruby and gilded vases of identical form to the present lot, in the Glasmuseum Passau.



66





67



67 (reverse)



68



67

A VERY UNUSUAL PAIR OF BOHEMIAN OVERLAY, CARVED AND ENAMELLED VASES AND COVERS, MID-19TH CENTURY

Of ovoid shape, the spreading covers terminating in spire finials, in deep green glass overlaid in opaque white and carved all around with sprays of fuchsia-like flowers wheel-polished in relief and enamelled in colours, the reserved panels painted with portraits of young ladies dressed in elaborate fashions, framed within richly-gilded cartouches, 34.5cm high (restoration to covers) (4)

£5,000 - 7,000

€6,900 - 9,600

US\$7,500 - 10,000

68

AN IMPRESSIVE PAIR OF BOHEMIAN ENAMELLED VASES, CIRCA 1875-80

in the *Historismus* taste, of ovoid shape in jet black or hyalith glass, finely painted in thick enamel colours heightened in gilding with medieval knights on horseback holding elaborate standards, heraldic shields on the reverse, borders of florets and foliage at the necks and feet, 47cm high (2)

£1,000 - 1,500

€1,400 - 2,100

US\$1,500 - 2,200



69

A FINE PAIR OF PHILIPPE-JOSEPH BROCARD MOON VASES, DATED 1867

Of large size, the flattened globular forms with applied looped handles at the neck and raised on spreading feet, richly enamelled on both sides with arabesque and strapwork rosettes within a formal border and surrounded by dense foliate motifs in iron-red, the narrow sides with similar stylised foliate motifs, the necks and feet with bands of jewellery and formal decoration, 41.5cm and 42.5cm high, both signed *Brocard 1867* in iron-red script above the foot (2)

£10,000 - 12,000
€14,000 - 17,000
US\$15,000 - 18,000

Philippe-Joseph Brocard (1831-1896) specialised in the production of imitations of Medieval and Islamic glass. He gained critical acclaim at the Paris Universelle Exposition of 1867, where a number of vessels by him decorated in this style were shown. It is likely, therefore, that this fine pair of vases was included in the display at Paris in 1867. Brocard's work was subsequently shown at the 1873 Vienna World's Fair and 1878 Paris Exposition.

A VERY LARGE LOBMEYR 'INDIAN STYLE' VASE, CIRCA 1882-85

Designed by Moritz Knab, of amphora shape with strap handles on the shoulder, the very dark 'iron-green' coloured glass wheel-engraved with panels of formal plants and various formal patterns and borders, the cutting picked out in aluminium-silver and gold, 49cm high, JLLW mark in gold (footrim chipped)

£6,000 - 8,000

€8,300 - 11,000

US\$9,000 - 12,000

Indian metalwork known as 'Bidri-Ware' had been exhibited in the Vienna Exhibition in 1873 and this inspired a series of glass designs made by Lobmeyr. Moritz Knab was a graduate of the Viennese Industrial School and was employed by Lobmeyr as a designer from 1882-86. For other 'iron-green' vases with Bidri-Ware designs see Glass Gallery Michael Kovacek, *Glass of 5 Centuries* (1990), pp. 278-9, figs. 239-240. See also Robert Schmidt, *100 Jahre Österreichische Glaskunst* (1925), p. 60.



71

THREE VENETIAN MILLEFIORI SCENT BOTTLES, CIRCA 1845-60

Comprising a round or disk-shaped bottle set with murrines (canes) including a gondola, the Rialto bridge, Garibaldi, Pope Pious IX and the Emperor Franz Ferdinand, a tapering cylindrical scent bottle also with murrines of a gondola, Garibaldi and Franz Ferdinand together with a portrait of an unknown male, the third bottle with repeated murrines, perhaps depicting Giuseppe Mazzini, 5.8cm - 7.5cm long (3)

£1,500 - 2,000
€2,100 - 2,800
US\$2,200 - 3,000

Complicated *murrine* or canes created by Giacomo Franchini were set into a wide variety of millefiori objects. Franchini also supplied murrine to Pietro Bigaglia. As a result it is difficult to ascribe Venetian scent bottles to individual makers.

72

A ST. LOUIS VERRES D'EAU OR WATER SET WITH UPRIGHT BOUQUET STOPPERS, CIRCA 1850

Comprising a water decanter and stopper, a small cordial bottle and stopper, a sugar bowl and cover and a water goblet, each in clear glass cut all over with hexagonal faceting, the stoppers and the finial of the bowl set with characteristic upright bouquets, each posy with a variety of colourful flowers enclosed by bright green leaves, *the water decanter 24cm high, the water goblet 10.5cm high* (7)

£800 - 1,000
€1,100 - 1,400
US\$1,200 - 1,500

73

A VERY RARE CLICHY FACETED DOUBLE-OVERLAY DOOR HANDLE, CIRCA 1850

The mushroom-shaped knob or handle overlaid in opaque white and green, set with a central blue cane surrounded by three rows of assorted brightly coloured canes predominantly in pink, purple, white and red, the sides cut with printies, the stem cut with facets and a band around the base, 6.4cm diam, 5.2cm high (chip to base and probably reduced at the shaft, scratches and wear to the underside)

£800 - 1,200
€1,100 - 1,700
US\$1,200 - 1,800



71



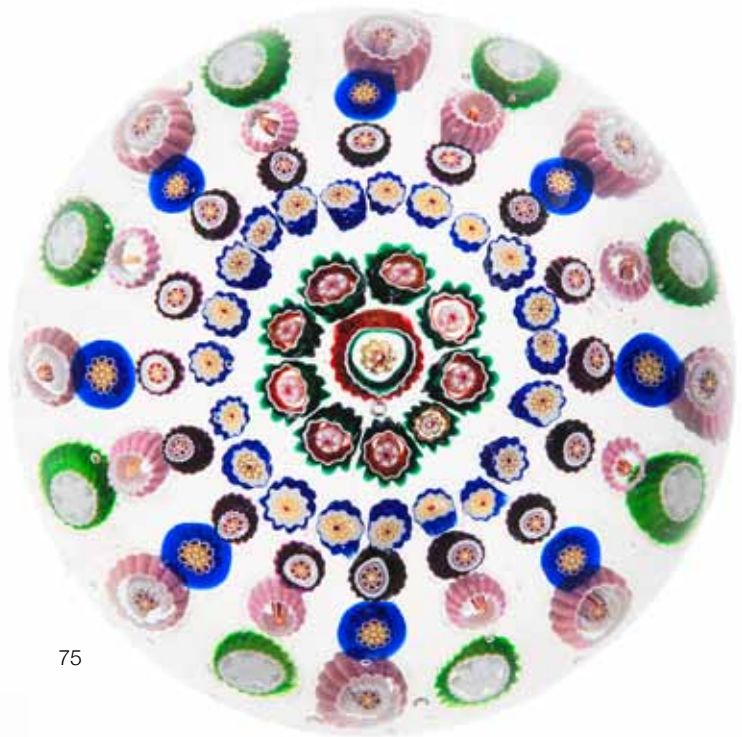
72



73



74



75



76

74

A BACCARAT CLOSE-PACKED MILLEFIORI PAPERWEIGHT, DATED 1848

The assorted brightly coloured canes including Gridel silhouettes of a cockerel, a dog, a horse, a monkey, a deer and a goat, with a central silhouette of a flower and the date cane *B1848*, 8cm diam, 5.3cm high

£900 - 1,100
€1,200 - 1,500
US\$1,300 - 1,600

75

A VERY RARE AND LARGE MAGNUM PATTERNED PAPERWEIGHT ATTRIBUTED TO CLICHY, CIRCA 1850

Set with a concentric arrangement of rows of coggled and pastry-mould canes, the canes in the outer rows placed to create a radiating pattern, star-cut base, 9.9cm diam, 6.6cm high

£2,000 - 3,000
€2,800 - 4,100
US\$3,000 - 4,500

76

A CLICHY SPOKE PAPERWEIGHT AND A SMALL CLICHY SWIRL PAPERWEIGHT, CIRCA 1850

The spoke paperweight with alternating pink and white threads radiating from a central green, pink and white composite cane, 6.8cm diam, 4.9cm high, the swirl paperweight with alternating turquoise and white spiralling threads radiating from a large central pink and white composite cane, 5.5cm diam, 4.2cm high (2)

£700 - 1,000
€960 - 1,400
US\$1,000 - 1,500

77

A RARE CLICHY FLORAL PLAQUE PAPERWEIGHT, CIRCA 1850

The rectangular form applied with a central oval encasing a stylised flower spray composed of overlapping white petals flanked by several leaves and a small bud, the edges bevelled and serrated, 9.7cm x 6.7cm, 3.1cm high overall (chip and tiny nicks to edge)

£600 - 800
€830 - 1,100
US\$900 - 1,200

An almost identical paperweight was sold by Sotheby's London, 15 December 2003, lot 213. Another from the Robert Imbert collection was sold by Sotheby's New York, 29 May 1992, lot 147. A comparable Clichy plaque paperweight, but in opaline glass and with a pink flower, is illustrated by Geraldine Casper, *Glass Paperweights of the Bergstrom-Mahler Museum* (1989), p. 63, cat. 183. Compare also with the paperweight sold by Bonhams, 15 November 2006, lot 192.



77



78

78

A BACCARAT SPACED MILLEFIORI PAPERWEIGHT DATED 1848, AND A CLICHY CHEQUER PAPERWEIGHT, CIRCA 1850

The Baccarat paperweight inset with thirteen individual canes including Gridel silhouettes of a horse, a cockerel, a dog, a deer, a goat and a monkey, also with a cane containing a butterfly, signed *B1848*, on an upset muslin ground, *6.5cm diam, 4.5cm high* (light abrasion), the Clichy paperweight inset with seventeen brightly coloured spaced canes including a central pink and green rose cane, separated by lengths of latticinio tubing, *7.9cm diam, 6.1cm high* (2)

£1,200 - 1,400
€1,700 - 1,900
US\$1,800 - 2,100

79

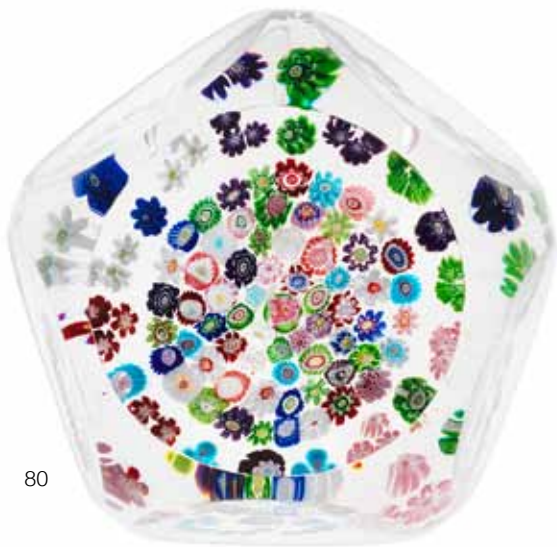
TWO BACCARAT FLOWER PAPERWEIGHTS AND A ST. LOUIS FLOWER PAPERWEIGHT, CIRCA 1850

Comprising a Baccarat white double-clematis paperweight, the flower with striped petals and a stardust centre, on a stem with eleven leaves, star-cut base, *6.6cm diam, 4.4cm high*, a Baccarat anemone paperweight with finely-moulded cupped petals edged in red, the stem also with eleven leaves, star-cut base, *6.7cm diam, 5cm high*, and a St. Louis blue double-clematis paperweight with three leaves and a deformed bud, on a ground of white spiral latticinio, *6.3cm diam, 4.8cm high* (3)

£700 - 900
€960 - 1,200
US\$1,000 - 1,300



79



80



80



81



82

80

A CLICHY FACETED PATTERNED MILLEFIORI PAPERWEIGHT, CIRCA 1850

The central rose cane surrounded by a lightly-packed arrangement of brightly-coloured canes, surrounded by six coloured cane c-scrolls each around a further single cane, cut with a top window and five side printies, star-cut base, 7.5cm diam, 4.9cm high

£600 - 800

€830 - 1,100

US\$900 - 1,200

81

A ST. LOUIS FACETED CONCENTRIC MUSHROOM PAPERWEIGHT, CIRCA 1850

The small tuft comprising four rows of canes around a central blue and white cane, within an outer row of staves formed from pink-striped canes with green centres, all surrounded by a spiralling blue and white latticinio torsade, cut with a top window and six circular side printies, star-cut base, 8.2cm diam, 5.6cm high (chips to the base)

£500 - 700

€690 - 960

US\$750 - 1,000

82

A ST. LOUIS WHITE CAMOMILE PAPERWEIGHT, CIRCA 1850

The white flower with numerous feathery petals about a yellow stamen, on a stem with four leaves and a closed bud, set on a bed of spiralling white latticinio threads on a translucent ruby ground, 6.7cm diam, 5cm high

£700 - 900

€960 - 1,200

US\$1,000 - 1,300

End of Sale

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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, and that the funds have originated from your own account, 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;

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;

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.

China UnionPay (CUP) debit cards: No surcharge for using CUP debit cards will apply on the first £100,000 invoiced to a Buyer in any Sale; a 2% surcharge will be made on the balance over £100,000.

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www.bonhams.com 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*, its fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

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

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* www.bonhams.com 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 of Sale* the *Lot* corresponds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Website" *Bonhams Website* at www.bonhams.com

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

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

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20th Century British Art

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Australian Colonial Furniture and Australiana

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Suzy Pai
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British & European Porcelain & Pottery

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Contemporary Art

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Costume & Textiles

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Furniture & Works of Art

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Jeffrey Smith
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Greek Art

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Golf Sporting Memorabilia

Kevin Mcgimpsey
+44 1244 353123

Irish Art

Penny Day
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Impressionist & Modern Art

UK
India Phillips
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Tanya Wells
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Islamic & Indian Art

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Mechanical Music

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Modern, Contemporary & Latin American Art

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Modern Design

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Motor Cars

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Automobilia
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Musical Instruments

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