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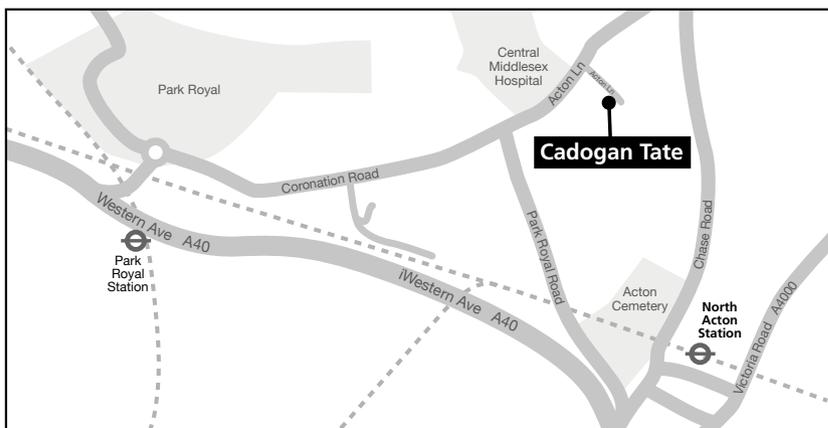
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1 TP

GERRIT RIETVELD

A 'Hoge' armchair designed c.1919, executed by Gerard van de Groenekan between 1979 and 1984

Wood frame with blue highlights, branded stamp to the underside of the seat 60.5cm wide x 60cm deep x 90cm high, (23 1/2in wide x 23 1/2in deep x 35in high)

£6,000 - 8,000

€7,000 - 9,400

US\$7,400 - 9,900

2 TP

GERRIT RIETVELD

Red armchair designed c.1925 executed by Gerard van de Groenekan between 1979 and 1983

Lacquered wood with white highlights, branded maker's stamp to the underside of the seat, slightly obscured 59cm wide x 63.5cm deep x 94cm high, (23in wide x 25in deep x 37in high)

£6,000 - 8,000

€7,000 - 9,400

US\$7,400 - 9,900

3 TP

GERRIT RIETVELD

A child's wheelbarrow, designed c.1923 and executed by Gerard van de Groenekan in 1984

Painted wood, with impressed maker's stamp and paper label to the underside 25.5cm wide x 82cm deep x 30cm high, (10in wide x 32in deep x 11 1/2in high)

£5,000 - 7,000

€5,900 - 8,200

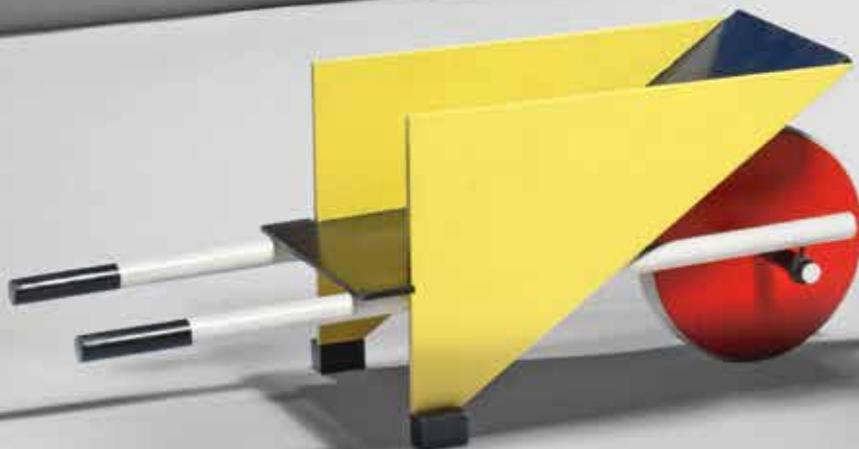
US\$6,200 - 8,700



1



2



3

4 TP

GERRIT RIETVELD

Red/Blue chair designed 1917, executed by Gerard van de Groenekan between 1979 and 1984

Painted wood, maker's branded stamp to the underside of the seat 66cm wide x 80cm deep x 87cm high, (25 1/2in wide x 31in deep x 34in high)

£7,000 - 10,000

€8,200 - 12,000

US\$8,700 - 12,000

Provenance

The previous four lots are from The collection of Dutch diplomat H.M. Slingerland van Bemmelen who commissioned the chair directly from Gerard van de Groenekan.





5

A BRASS SCULPTURE OF A STYLISTED MALE HEAD BY FRANZ HAGENAUER (AUSTRIAN, 1906-1986)

STAMPED MANUFACTURER'S MARKS; MID 20TH CENTURY

highly stylised, applied hairline, ear and shirt collar detail, with
planished finish

height 37.5cm

£3,000 - 4,000

€3,500 - 4,700

US\$3,700 - 5,000



6 AR

A HAND-BUILT BURNISHED AND CARBONISED TERRACOTTA VESSEL BY MAGDALENE ODUNDO, OBE (KENYAN/BRITISH, 1950-)

INCISED SIGNATURE TO BASE 'ODUNDO'; 1986

the bulbous body with narrow neck leading into an organic, angled, trumpet mouth, the mixed-colour finish depicts soft orange cloud-forms against black

height 33.5cm

£10,000 - 15,000

€12,000 - 18,000

US\$12,000 - 19,000

Examples of Udundo's work can be found in museums across the world; including The British Museum and the V&A, London; and The Metropolitan Museum of Art, New York.

Provenance

Bought directly from the Crafts Council in 1986 by the current owner.



(Other view)





7 AR

**A PORCELAIN BOWL BY DAME LUCIE RIE (AUSTRIAN/
BRITISH, 1902-1995)**

IMPRESSED 'LR' SEAL; CIRCA 1976

of wide conical form raised on a slender circular foot, the pink glaze
with inlaid linear design, jade green internal and external band, wide
bronze bands to the top and bottom in manganese copper carbonate
glaze

diam 21cm

£20,000 - 30,000

€23,000 - 35,000

US\$25,000 - 37,000

Provenance

The property of a lady.

Literature

Tony Birks' 'Lucie Rie', Marston House, 2004, p.185 for a similar example.



(detail)

8

**A PAIR OF 19TH CENTURY GERMAN PARCEL-GILT SILVER
NINE-LIGHT CANDELABRA**

by Brahmfeld & Gutruf, Hamburg circa 1860

The three tiers of candle holders issuing from the central stems, decorated with fluting, acanthus leaves and masks, the base with a frieze of putti and applied armorial shields between swags and ribbons, on four lion paw feet, *height 80cm, weight 466oz.*

£5,000 - 7,000

€5,900 - 8,200

US\$6,200 - 8,700

9

A RENAISSANCE REVIVAL SILVER-GILT LARGE MODEL OF A COCKEREL

19th century, probably German, with pseudo marks for Jacob Stoer or George Schryer

Finely flat chased, with detachable head revealing a neck sleeve, hinged wings, octagonal faceted base, incurved panels with applied scrolls, the lower acanthus band applied with frogs and lizards, below a cast coat of arms, *height 46cm, weight 75oz.*

£5,000 - 8,000

€5,900 - 9,400

US\$6,200 - 9,900

The arms are probably those of Sattelbogen, of Bavaria.

Provenance

Property of the 7th Viscount Powerscourt, Powerscourt, Co. Wicklow, Ireland; and thence by descent.



10

A PAIR OF 19TH CENTURY DUTCH SILVER CHESTNUT VASES AND COVERS

by Diederik Lodewijk Bennowitz & Son, Amsterdam 1821

Ovoid form, the domed covers with swan finials, the bodies with applied bands of decoration featuring swans drinking from fountains, on octagonal bases, *height 28cm, weight 59oz. (2)*

£6,000 - 8,000

€7,000 - 9,400

US\$7,400 - 9,900

Provenance

Louise Catherine Antoinette, Baroness van Zuylen van Nyevelt, Hyde Park, Doorn. Thence by descent to the present owner.

Descendant of Baron Joan Adriaan Hugo van Zuylen van Nyevelt and Ada Wilhelmina van Loon. The mother of Ada was Louise Cathérine Antoinette Borski-Van Loon. She was the centre of international entertainment holding big parties which were discussed in Le Figaro and the New York Herald. She was fatally injured in 1893 when the horses driving her carriage bolted.



POLITICAL INTEREST: A WILLIAM IV SILVER TWO-HANDLED TRAY

by Benjamin Smith, London 1833

Shaped-oval with a scroll rim, the ornate border with fourteen applied high relief sprays of roses, thistles and shamrocks, all within a delicate repeating border of acorns within oak leaves, *length handle to handle 79.8cm, weight 190oz.*

£4,000 - 6,000

€4,700 - 7,000

US\$5,000 - 7,400

The arms were granted to William Evans of Lynnon, co. Carnarvon himself. The impaled arms are presumably those of his unnamed wife. Wheelton (see below) was also granted arms at that time.

The inscription reads:

Anno Domini 1840 Presented together with two ice vases to William Evans Esquire

at the expiration of his year of office as one of the Sheriffs of London & Joint Sheriff of Middlesex. In testimony of the high approbation of the Subscribers of the conduct of himself, and his honourable colleague John Wheelton, Esquire, In preferring to endure a painful and protracted imprisonment rather than submit to the undefined and arbitrary privileges assumed by the house of commons. Whereby they were required to violate their oath of office, and disobey the Queen's writ which they had sworn to observe and to perpetuate the high sense of respect and admiration entertained by the Subscribers.

Of the firmness and dignity displayed by the Sheriffs during their imprisonment in vindication of the majesty of the laws and the just liberty of the subject.

The above inscription relates to an interesting episode in legal history which resulted in a change to the laws regarding Parliamentary Privilege.

The affair began in 1836 when the official parliamentary reporter Hansard published, by order of the House of Commons, a report in which the book *On Diseases of the Generative System* was described as indecent. The publisher of this book, John Joseph Stockdale, subsequently sued for defamation. The plea from Hansard was that they acted under the order of the House of Commons, and were therefore protected by Parliamentary Privilege which grants protection against civil or criminal liability for actions done or statements made in the course of legislative duties. The court dismissed this, ruling that while that may be the case within parliament, it offered no protection for publishing publicly. Damages were assessed at £600.

By order of the court William Evans as Sheriff of London took possession of Hansard's stock in trade and goods and organised their sale, the proceeds of which were placed in the Sheriff's hands before transferral to Stockdale. Pressure was put on Evans to return the money to Hansard by the House of Commons in an attempt to overrule the decision of the court. On Evans' refusal, he was committed to the custody of the Sergeant at Arms, described as guilty of contempt and breach of the privileges of the House. He was imprisoned for 44 days. As a result of the case parliament passed the Parliamentary Papers Act 1840 to establish privilege for publication under their authority.



12 Y Φ

TIFFANY: A RARE 19TH CENTURY SILVER AND MIXED METALS THREE-PIECE 'AFTER-DINNER' COFFEE SERVICE

by Tiffany & Co, Edward Moore period, pattern numbers for 1877/8, each marked under base with pattern and order numbers: coffee pot 4758 / 8502, sugar bowl 4759 / 8500, cream jug 4759 / 8368, also incuse stamped 'STERLING-SILVER', the cream jug, also incorporating '-AND-MIXED METALS'

Comprising a coffee pot of gourd form, a sugar bowl and cream jug, with copper and brass applied flowers, underlying these a diaper shallow etched elaborate profusion of flowers and leaves (American flora), each on three shallow scroll feet, the handle similarly decorated and with ivory insulators, the pot with a hinged and slightly domed cover, with a carved jade finial, height of coffee pot 22.6cm, weight 31.7oz.

£10,000 - 15,000

€12,000 - 18,000

US\$12,000 - 19,000

A similar design coffee service was exhibited at the Paris 1878 Exposition to great acclaim.

Edward Moore's Japanesque designs for Tiffany developed to ultimately include applied three dimensional metallic alloys with organic forms and ornament derived from nature. By the time of the Paris Exposition in 1878 Moore's Japanesque style was at its height winning Tiffany & Co the grand prize for silverware and a gold medal for Moore, these designs are arguably the greatest works in American silver.

The International press raved about the innovative, intricate Japanesque style. Emile Bergerat commented: "The work of inlay, of niello and of alloying tones are equally worthy of attracting the attention of connoisseurs. They are executed with infinite taste and which one must twice congratulate an American manufacturer." *Les chefs-d'oeuvre d'art à l'Exposition Universelle, Paris, 1878, vol. I, p. 121-122.*

Provenance

Property of the 7th Viscount Powerscourt, Powerscourt, Co. Wicklow, Ireland; and thence by descent.
Mervyn Wingfield, 7th Viscount Powerscourt (1836 - 1904)



13

**A RARE MID 19TH CENTURY ROMAN MICROMOSAIC OVAL
FLORAL STILL LIFE PANEL**

Vatican Workshop, probably attributed to Federico Campanili, circa 1860 depicting a bouquet of garden flowers in a lapis vase including roses, peonies, chrysanthemums, lilac, nasturtiums, convolvulus, violets and pansies, the vase bearing the initialled monogram *RFSPV* for Fabbrica di S.Pietro in Vaticano, reserved on a black ground, the reverse stamped au pochoir *769 H.W.*, mounted within a rectangular giltwood and composition frame with applied classical motifs and ivorine plaque numbered 243, the side with applied circular paper label numbered 36, *the panel, 57cm x 48cm, the frame 82cm x 72.5cm*

£30,000 - 50,000

€35,000 - 59,000

US\$37,000 - 62,000

Provenance

Private Portuguese collection

The depiction of flower compositions in large scale micromosaics is much more unusual in comparison to the more frequently seen subjects of ancient ruins, animals and peasants. However, these complex and rich and colourful floral subjects, either depicting elaborate arrangements of various specimens in urns or vases or the more formalised floral wreaths are more often very finely executed but rarely signed.

The author and scholar in micromosaics, Alvar González-Palacios suggests the mosaicist Federico Campanili regularly specialised in flower subjects at the Vatican workshops. One of the principal artists from circa 1885-95, he is known to have executed a garland of flowers around a view of the Temple of Vesta by Cesare Roccheggiani and Palacios suggests Campanili's subjects were taken from the Dutch still-life master Daniel Seghers (1590-1661). Seghers is known to have painted the flower studies for the works of Peter Paul Rubens and his own floral still-life's can be found in the major museums and galleries of Europe.

A comparable floral still-life micromosaic panel dated to 1870, depicting a red-ware pedestal urn in the antique Greek taste is illustrated by Jeanette Hanisse Gabriel as fig. 94., p.162 in *The Gilbert Collection Catalogue of Micromosaics*, 2000, Phillip Wilson and three further still-life panels depicting Baroque style floral arrangements, one with a basket with a goldfish to the foreground, one with a blue lapis style vase and one of an elaborate grotesque vase which is one of a pair, are illustrated as figs. 89 and 91, on p. 156 and p. 159.

During the 17th and 18th century the Vatican Mosaic Workshop for St. Peters and other churches were restricted to only creating portraits of papal leaders and Christian themes copied from existing paintings and cartoons by master painters. Early works were usually produced in the slightly larger classical mosaic format utilising square tesserae but by the end of the 18th century the tesserae became longer, thinner and much finer. With the increase in travellers to Rome, it became apparent that there was a ready market for 'Grand Tour type souvenirs and the workshop also moved over to producing pieces depicting secular subjects to appeal to a new and very profitable emerging market. The demand for these pieces grew steadily with the emerging middle classes in the more politically and economically stable climate of Europe after the upheavals earlier in the 19th century, reaching its zenith between 1840 and 1890.n

Related Literature

Gonzalez-Palacios, Alvar, *The Art of Mosaics: Selections from the Gilbert Collection*, 1977 Los Angeles (Los Angeles County Museum of Art)

Gonzalez-Palacios, Alvar and Steffi Röttgen with essays by Steffi Röttgen, Claudia Przyborowski; essays and new catalogue material translated by Alla Theodora Hall. *The Art of Mosaics: Selections from the Gilbert Collection*, 1982 Los Angeles (Los Angeles County Museum of Art)

Gabriel, Jeanette Hanisee with contributions by Anna Maria Massinelli and essays by Judy Rudoe and Massimo Alfieri, *Micromosaics: The Gilbert Collection*, 2000 London, Philip Wilson Publishers Ltd. in association with The Gilbert Collection



14 TP

A GEORGE II MAHOGANY AND PARCEL GILT BOOKCASE

probably with 19th century gilt enrichments and later glazed doors
The segmented arched and pierced foliate scrolled pediment with an alternating scrolled acanthus, stiff-leaf and bellflower clasped cavetto cornice centred by a corbel surmounted with a flaming lidded urn, above a pair of egg-and-dart moulded astragal glazed panelled doors enclosing two adjustable shelves, with a brushing slide below, over a pair of conforming moulded raised panelled doors enclosing two adjustable shelves, on acanthus clasped and husk carved ogee bracket feet, *the pediment and feet later, 102cm wide x 39cm deep x 240cm high, (40in wide x 15in deep x 94in high)*

£5,000 - 8,000

€5,900 - 9,400

US\$6,200 - 9,900



15 TP

A PAIR OF GEORGE I CARVED WALNUT, EBONISED AND BOXWOOD LINE-INLAID SIDE CHAIRS

circa 1715

Each with a serpentine scrolled acanthus carved top rail centred by a stippled stylised shell cresting incorporating six shallow relief-carved rosette and husk pendant straps, above a vase shaped splat with interlacing line-inlay, flanked by shallow relief carved foliate strapwork stiles, on foliate scrolled, scallop shell and acanthus clasped scrolled cabriole front legs terminating in leaf wrapped front feet, with cabriole back legs, 55cm wide. (2)

£12,000 - 18,000

€14,000 - 21,000

US\$15,000 - 22,000

Provenance

The present lot was possibly supplied to the Lyttelton family of Hagley Park, subsequently Hagley Hall, near Stourbridge in Worcestershire. Possibly commissioned by Sir Thomas Lyttelton, 4th Baronet (1686-1751). It is interesting to note that the shell carved on each crest of the offered chairs is very similar to the scallop shell which forms part of the coat of arms of the Lyttelton family. Purchased in 1936 at a Mallett and Son Exhibition (sale) of English Furniture, Needlework, Silver, Porcelains and Objects of Art, 40 New Bond Street, lot 146. The present pair were very likely originally from a set of at least nine chairs since another identical chair forming part of seven in total featured in an advertisement for Vernay, 124 East 55th Street, New York, in *The Connoisseur*, March 1963.

A virtually identical chair to the offered lot is illustrated in P. Macquoid and R. Edwards, *The Dictionary of English Furniture*, Vol. 1, revised and enlarged by R. Edwards, C.B.E., F.S.A., 1953, fig. 88, p. 255. In fact, it seems highly probable that the chair which appears in this edition of the dictionary is in fact one of the exact same from the present pair, although evidently the drop-in seats have since been re-upholstered.

Edwards outlines the historical evolution of this type of English late baroque chair in the accompanying text. In his view, the more elongated splat with elaborate carved uprights had its origins in the Daniel Marot style which was at its most fashionable in England during the first decade of the 18th century. On these high-backed chairs, the top rails became increasingly sinuous or vigorously serpentine over the course of Queen Anne's reign, perhaps reaching a high point of exaggeration at the very end of her rule in circa 1715. The progressively curvilinear shape of vase splats accommodated the natural shape of the back, in turn allowing for greater comfort, while such so-called 'India' or 'fiddle' backs took on more complex forms in general.

Although these aforementioned characteristics are clearly evident on the offered chairs, Edwards notes that certain variants are also apparent. For example the low-relief carved strapwork is reminiscent of the shallow gilt gesso ornamentation typical of so much furniture produced during the reign of George I. Other features on the present pair which seem to depart from the conventional elements of contemporary chair design are the entwined branches carved to the centre of the seat frame and the elegant foliate wrapped feet.

Literature

R. Edwards, *The Dictionary of English Furniture*, 1953.





16 TP

A GEORGE II CARVED GILTWOOD, GILT GESSO AND BRASS MOUNTED GIRANDOLE

circa 1735-40

The bevelled rectangular later plate encompassed by a gadrooned slip and an acanthus, rosette and scroll strapwork surround with scallop shell angles, flanked by carved oak leaf pendants, below a frieze centred with two entwined floral and wheatsheaf-filled *cornucopiae*, the foliate *triglyph* capitals with an egg-and-dart moulded cornice above, surmounted by a flowerhead embellished swan neck pediment flanking a stiff-leaf, scrolled acanthus and opposing C-scroll carved and lambrequin capped cartouche cresting, the shaped apron mounted with two brass scrolled candle branches centred by a scallop shell, 176cm high x 87cm wide.

£10,000 - 15,000

€12,000 - 18,000

US\$12,000 - 19,000

Provenance

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Edwards notes that other variations are also apparent. The low-relief carved strapwork is reminiscent of the shallow gilt gesso ornamentation typical on much furniture produced during George I's reign. Other features on the present models which seem to depart from the conventional elements of contemporary chair design are the entwined branches carved to the seat frame and its elegant foliate-wrapped feet.

Literature

R. Edwards, *The Dictionary of English Furniture*, 1953.

17 TP

**AN IRISH GEORGE II MAHOGANY
SECRETAIRE CABINET**

circa 1745

the flowerhead and floral carved swan neck pediment with a reverse ogee cornice, above bead-and-reel and egg-and-dart mouldings flanking a scrolled foliate carved cartouche cresting, over a bevelled mirror-inset panelled door with *patera* upper angles flanked by canted stop-fluted Corinthian pilasters, enclosing three shelves, with a removable secretaire drawer below, enclosing six short drawers, four pigeon holes and one long drawer, above a baize inset slide and one long frieze drawer, over six short graduated drawers flanking a central recessed arched door to the kneehole, enclosing one shelf, on shaped bracket feet, 107cm wide x 57cm deep x 220cm high, (42in wide x 22in deep x 86 1/2in high)

£10,000 - 15,000

€12,000 - 18,000

US\$12,000 - 19,000

The present lot follows a walnut bureau cabinet executed in London, circa 1725, by Samuel Bennett which features in C. Gilbert and T. Murdoch, *John Channon and Brass-inlaid Furniture, 1730-60*, 1993, fig. 44, p. 59. The latter's fluted pilasters flanking a mirrored door, along with its swan neck pediment and scrolled foliate cartouche cresting all re-appear in a slightly altered guise on the offered cabinet.

Other preceding examples include the renowned pair of Powderham Castle bookcases, which each bear a brass plaque engraved: 'J. Channon, fecit 1740', variously illustrated in the same book, fig.'s 4, 6, 132 and XXIII, p. 9 and pp.'s 106-113. These, together with a selection of bureau cabinets produced during 1740-5 by John Channon (1711-1779), and including two probably made by Lendall and Gordon, appear to have virtually identical fluted or stop-fluted Corinthian pilasters to the present example, *ibid*, fig.'s 47, 61, 66 and 70, pp.'s 61-73.

A comparable Irish George II cabinet, dated 1745-50, sold at Christie's, London, *The English Collector and Tapestries*, 31 October 2012, lot 264. Other related furniture includes: An Irish cabinet sold Christie's, London, 30 November 2000, lot 103 and an Irish linen press sold Christie's, New York, *Important English Furniture*, 17 October 2008, lot 85.

Perhaps the most significant comparable to feature in a recent sale was an Irish George II mahogany secretaire cabinet, circa 1740, sold Christie's, London, 22 January 2009, lot 515. This shares numerous characteristics in common with the offered lot such as a similar overall form, a kneehole desk base, mirrored doors and a swan neck pediment carved with flowerheads. Also, variants of this type and date appear illustrated in *The Knight of Glin and J. Peill, Irish Furniture, 2007*, London.

Literature

C. Gilbert and T. Murdoch, *John Channon and brass-inlaid Furniture, 1730-60*, New Haven and London, 1993.







18 TP

**A FRENCH 18TH CENTURY
MYTHOLOGICAL TAPESTRY,**

possibly Beauvais

Woven in wools and silks, depicting to the right the river god Achelous seated on a riverbank beside the kneeling figure of Callirhoe, with the three figures of the Furies shown to the left comprising Alecto, Megaera and Tisiphone, set in a verdant wooded landscape with a river, waterfall and town beyond, within a scrolled floral and foliate border, 385cm x 254cm

£8,000 - 12,000

€9,400 - 14,000

US\$9,900 - 15,000

19 TP

PAOLO BUFFA

Cocktail cabinet c.1950

Burl-walnut, sycamore, glass, the canted front with geometric panels, enclosing a fitted interior, 118.5cm wide, 44cm deep, 155cm high (46 1/2in wide, 17in deep, 61in high).

£6,000 - 8,000

€7,000 - 9,400

US\$7,400 - 9,900



20 Y TP

OSVALDO BORSANI

Side cabinet c.1950

Rosewood and sycamore, lithographed vellum panels after Piranesi depicting the monuments of Rome, lacquered handles, 154.5cm wide, 38cm deep, 120.5cm high (60 1/2in wide, 14 1/2in deep, 47in high).

£4,000 - 6,000

€4,700 - 7,000

US\$5,000 - 7,400





21

PABLO ATCHUGARRY (B. 1954)

Untitled

Carved Carrara marble, engraved signature

20cm wide, 40cm high, 18cm deep,

(7 1/2in wide, 15 1/2in high, 7in deep)

£8,000 - 12,000

€9,400 - 14,000

US\$9,900 - 15,000

22 TP

YVES KLEIN

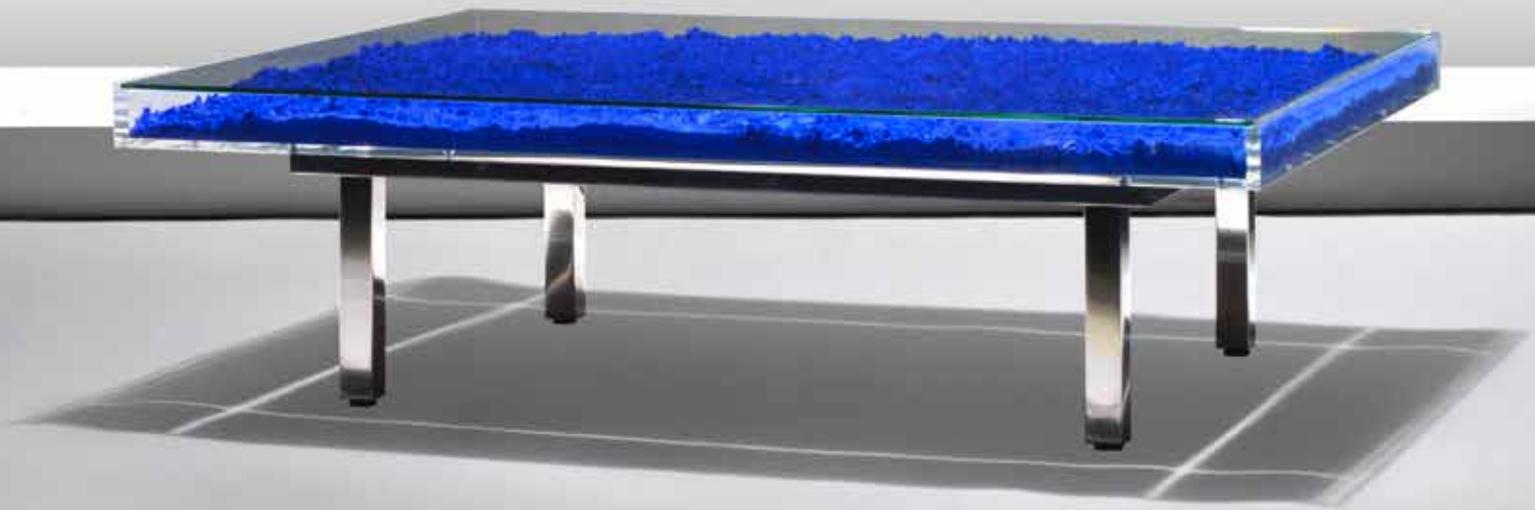
'Table bleue' designed 1961, this work is part of an edition started in 1963 under the supervision of Rotraut Klein-Moquay. Rectangular plexiglass frame, IKB dry pigment, chrome-plated steel supports, bears label This table conforms to Yves Klein's patent SERIAL NUMBER O5-AI-E-9 and signed R. Klein-Moquay, 125cm wide, 100cm deep, 37cm high (49in wide, 39in deep, 14 1/2in high).

£12,000 - 18,000

€14,000 - 21,000

US\$15,000 - 22,000

Bonhams would like to thank Archives Yves Klein for their assistance in cataloguing this table.





23 TP

AN IMPRESSIVE NAPOLEON III PATINATED AND GILT BRONZE AND ROUGE GRIOTTE MARBLE FIGURAL GARNITURE DE CHEMINEE

In the Louis XVI style, and in the manner of Henry Dasson, the figural mounts in the manner of Claude Michel 'Clodion' (French, 1738-1814), the dial signed Ferdinand Berthoud A Paris the drum case on a fluted half column and laurel wreath socle flanked by a figure of Cupid and an eagle, torch and quiver of arrows trophy on footed plinth base, the 5.25 signed white enamel Roman dial with Arabic outer five minute markers and inner date calendar, the brass twin train movement with Brocot type suspension and outside countwheel strike on a bell, with pendulum and key, the putti garniture supporting six light flowering lily candelabra fittings on fringed draped footed platform bases, *the clock, 58cm high, the candelabra, 92cm high (3)*

£25,000 - 30,000

€29,000 - 35,000

US\$31,000 - 37,000

24

**A PAIR OF THIRD QUARTER 19TH CENTURY
ITALIAN MICRO MOSAIC PANELS OF VIEWS
OF VENICE**

one depicting a view of St Marks Square with the Doges Palace and the Campanile from the lagoon, the other a quayside view of the Santa Maria Della Salute from the opposing side of the canal with various figures to the foreground, both set within black marble and malachite banded borders and mounted within carved and moulded gilt composition frames, *the panels, 26cm x 32.5cm diameter, the frames, 43cm x 50cm overall*

£15,000 - 20,000

€18,000 - 23,000

US\$19,000 - 25,000

Although micromosaic views of Venice are relatively rare in comparison to those of Rome, an exceptional mosaic panel depicting the Basilica of St Mark in Venice is illustrated in the catalogue of the Gilbert Collection, London.

Related Literature

Gabriel, Jeanette Hanisee, *The Gilbert Collection, Micromosaics*. 2000 Philip Wilson Pub., fig. 102, p. 160, and fig. 181, p. 246





25 TP

A PAIR OF MID VICTORIAN GILT BRONZE MOUNTED SATINWOOD, PURPLEHEART AND EBONY PARQUETRY OCCASIONAL TABLES ATTRIBUTED TO DONALD ROSS

Each inlaid with dot-and-trellis fields, the top mounted with a ribbon wrapped moulded border with rosette cast angles, above a frieze drawer flanked by rosette angle mounts, on square tapering legs with brass fluted columnar caps, with a pierced galleried undertier, terminating in acanthus clasped sabots, 41cm wide x 35cm deep x 70cm high, (16in wide x 13 1/2in deep x 27 1/2in high) (2)

£7,000 - 9,000

€8,200 - 11,000

US\$8,700 - 11,000

The distinctive dot and trellis parquetry on the present lot is characteristic of the furniture produced by Donald Ross, who in turn was inspired by its use on various pieces executed by the foremost French cabinet makers of the 18th century, such as Pierre Garnier and Jean-Henri Riesener.

Ross's firm, which was located in Denmark Square in London, flourished during the third quarter of the 19th century. Also, Ross exhibited in the 1851 Great Exhibition alongside the most important designers and makers of the time. In 1928 Thomas Ross, who was Donald's son, wrote a letter addressed to the Victoria and Albert museum which refers to a related suite of Donald Ross furniture originally displayed at the Great Exhibition, which was subsequently sold to Queen Victoria via an agent called Freyburg.

Other comparable dot and trellis parquetry tables are illustrated in C. Payne, *European Furniture of the 19th Century*, 2013, Suffolk, p. 291. Included among these is a virtually identical occasional table to the offered example. Also, another very similar table sold at Bonhams, London, 2 March 2011, lot 198.

Literature

C. Payne, *European Furniture of the 19th Century*, 2013, Suffolk.

26 TP

**A FRENCH 19TH CENTURY ORMOLU MOUNTED TULIPWOOD,
BIRDS' EYE MAPLE, AMARANTH, FRUITWOOD AND STAINED
SYCAMORE MARQUETRY BUREAU PLAT**

Inlaid with a ribbon-tied bouquet of flowers, musical trophies, rosettes, trellis fields, foliate scrolled cartouches and assorted flowers, the shaped panel mounted frieze drawer activated by a secret release and centred with a ribbon and tasselled cord tied drapery swag mount, on cabriole legs headed with scroll, acanthus, floral and *rocaille* mounts, terminating in *cabochoon* embedded scrolled foliate *sabots*, 107cm wide x 64.5cm deep x 74cm high, (42in wide x 25in deep x 29in high)

£8,000 - 12,000

€9,400 - 14,000

US\$9,900 - 15,000

See Bonhams.com for further images



27 TP Y

A FRENCH LATE 19TH CENTURY ORMOLU MOUNTED KINGWOOD, PALISANDER AND VERNIS MARTIN MEUBLE A HAUTEUR D'APPUI

probably by Maison Krieger or possibly Joseph Emanuel Zwiener
Of breakfront form, the moulded marble top above three panel mounts incorporating a central door enclosing two adjustable shelves, the central Vernis Martin scene depicting Cupid in attendance as Venus is presented with armour for her son Aeneas from Vulcan who sits nearby his forge, within an acanthus and lotus-leaf cast gilt bronze surround with scrolled acanthus and flowerhead mounted re-entrant angles, flanked by keeled angles with *espagnolette* mounts, over a central lion mask cartouche mounted apron, on acanthus headed lion paw *sabots*, 132cm wide, 47cm deep, 116cm high (51 1/2in wide, 18 1/2in deep, 45 1/2in high).

£20,000 - 30,000

€23,000 - 35,000

US\$25,000 - 37,000

Provenance

The offered lot allegedly formed part of the property of Countess Nadina Kapodistrias, whose name was an abbreviation of Diamandina. She was the mother of the renowned and popular Greek historical political figure, Ioannis Kapodistrias (1776-1831) who was Governor of Greece for four years. However it seems impossible that the present meuble a hauteur d'appui was ever owned either by Countess Nadina or her son Ioannis, due to the fact they both died quite some time before the cabinet was most likely executed during the last two or possibly three decades of the 19th century.

Despite this, the offered cabinet is reputedly documented in a message written by Countess Nadina's grandson which describes two pieces of furniture in the family collection. In this message the grandson relates how it his intention to ship both the present model, along with another item, to Athens.

A virtually identical side cabinet to the present lot, which has a lock plate engraved: 'Mon. KRIEGER AMEUBLEMENT, PARIS', thus evidently made by Maison Krieger, sold at Bonhams, The Elegant Home sale, Los Angeles, 8th June 2016, lot 367.

The present piece shares a number of characteristics in common with two meubles a hauteur d'appui, or side cabinets, produced in France during the last quarter of the 19th century. The first comparable example, and apparently the most aesthetically similar to the offered model, is one dated circa 1880 attributed to Joseph Emanuel Zwiener (b.1849), which also incorporates a bold central Vernis Martin panel. This piece is available to view online at www.onlinegalleries.com.

The resemblance between both examples is apparent not only in their triple panel mounted breakfront design, but also in the distinctive frieze mounts and female *espagnolette* mounts each with distinctive plumed headdress. While even the elegant scrolled acanthus mounts seemingly emanating from the top of the re-entrant angles are very similar.

Another series of late 19th century Vernis Martin meubles d'appui were executed by the renowned cabinet maker, Henry Dasson. One of these cabinets, which is illustrated in C. Mestdagh, *L'Ameublement d'Art Français, 1850-1900*, Paris, 2010, fig. 282, p. 240, is dominated by an impressive Vernis Martin scene painted with the same subject matter as the present lot. It likewise shows Venus accepting the armour made by Vulcan in his forge on behalf of her son Aeneas, while Cupid and another cherub are also in attendance.

Maison Krieger

Maison Krieger was founded in 1826 by Antoine Krieger (1804-1869) together with his brother Nicolas at 17, Rue Saint-Nicolas, in Paris. As one of the longest running cabinet makers of the 19th and 20th centuries, despite changing names several times, the firm belonged to various relatives and successive descendants of the Krieger family until the mid-20th century.

From 1850 the company became known as Antoine Krieger & Cie. Just one year later Antoine Krieger won an award at the Great Exhibition. However, following Antoine's death in 1856, the business was taken over by his son-in-law and the new name of Maison Racault et Cie was then adopted. Subsequent alterations to the name of the firm included; H. Racault et Cie; Colin Damon et Cie in 1870; Damon, Namur et Cie in 1875; and Cosse-Racault et Cie from 1892 onwards.

The Krieger enterprise was primarily based at 74, Rue du Faubourg-Saint-Antoine, which was one of the largest mechanised workshops in Paris during the second half of the 19th century. Krieger were renowned for making furniture in a great variety of historical and contemporary styles, although they were perhaps most celebrated for their Louis XVI and Empire output. By the end of the 20th century Krieger was one of the most important producers of furnishings in France, while their factories covered an expanse of more than five acres within the famous Faubourg St. Antoine district.

Literature

C. Mestdagh, *L'Ameublement d'Art Français 1850-1900*, Les Editions de l'Amateur, 2010, p. 19; pp.'s 163-8; pp.'s 301-5.

C. Payne, *European Furniture of the 19th Century*, 2013, Suffolk, pp.'s 20-1 and p.40.

See bonhams.com for further images.



ROYAL INTEREST

28 * TP

A FRENCH LATE 19TH CENTURY ORMOLU MOUNTED KINGWOOD, BOIS SATINE AND MARQUETRY CARTONNIER SECRETAIRE ATTRIBUTED TO JOSEPH EMANUEL ZWIENER (1849-1895)

of serpentine form, with stylised floral and foliate tendril inlay, the shaped *cartonnier* comprising six short graduated and hinged lidded drawers each with a gilt-tooled leather facade, on scrolled acanthus *sabots*, above a shaped secretaire drawer with a central scrolled foliate and *rocaille* escutcheon, enclosing three short drawers and a gilt-tooled leather surface, over a pair of shaped glazed panel mounted doors enclosing a mirrored interior, flanked by female espagnolette, scrolled acanthus, floral and *rocaille* mounted keeled angles, on acanthus headed lion paw *sabots*, each section branded with a: 'G' below the Prince of Wales feathers, the lower section also with a printed paper label which reads: 'Property of his majesty King George V, (Heir-Loom)(Private Property)', 99cm wide x 41cm deep x 160cm high, (38 1/2in wide x 16in deep x 62 1/2in high)

£10,000 - 15,000

€12,000 - 18,000

US\$12,000 - 19,000

Provenance

At the beginning of the 20th century the present lot, which belonged to George V while serving as the Prince of Wales, numbered among the furnishings in Marlborough House where the Prince resided with Queen Mary until the former's coronation in 1910.

It is highly likely that the offered *cartonnier* secretaire remained at Marlborough House until being sold at Christie's, London, Objects of Art, English and French Furniture from Marlborough House, by order of Her Majesty the Queen, 1 October 1959, lot 177.

Since that time it has formed part of a private collection in Switzerland, and also featured at Koller Auctions, Zurich, 5 December 2002, lot 1109.

The brandings of the letter 'G' beneath the Prince of Wales feathers, which appear twice to the reverse, prove that the present piece was recorded in a Royal inventory as the private property of the Prince of Wales some time during the period 1901-10. However, it is not clear whether the offered *cartonnier* was originally purchased by George V in his capacity as Prince of Wales or whether it was in fact bought by Queen Mary. It seems equally likely that George V inherited the secretaire from his parents, Edward VII and Queen Alexandra, upon acceding to the throne.

Only six years after Her Majesty's coronation, Elizabeth II presented Marlborough House to the Commonwealth Secretariat. As a result, various objects, artefacts and furnishings from the house, including the offered lot, were auctioned off at Christie's in 1959. And according to the information encapsulated in a letter, dated 19 June 2006, from the Assistant Curator of the Royal Collection Trust, the present lot was evidently housed in the State Dining Room of Marlborough House until the aforementioned sale.

The construction of Marlborough House in St James's, Westminster, was completed in 1711 by Sir Christopher Wren (1632-1723), with assistance from his son of the same name, on behalf of Sarah Churchill, Duchess of Marlborough, who was a close friend and confidante of Queen Anne. Following the lapse of just over a century, the Royal family took over ownership of the house from 1817 onwards. During the 19th century, some principal members of the Royal family lived at Marlborough House, notably including Dowager Queens of the time.

However perhaps the most important residents at Marlborough House were Prince Albert Edward of Wales, later Edward VII, and his wife Alexandra of Denmark, then Princess of Wales. Also, in the period 1853-61 students at the National Art Training School, which subsequently became the Royal College of Art, were allowed to use the property at the behest of Prince Albert. Between 1861 and 1863 some additions and enlargements were made, after various designs by Sir James Pennethorne, at the request of Edward VII when he was Prince of Wales. From that point on, the house was to become a major hub of activity within the highest social circles of London.

In 1865, a son born at Marlborough House to Prince Albert Edward of Wales and Alexandra of Denmark, went on to become George V following the end of the



former's reign as Edward VII in 1910. Also, after Edward VII's death, Alexandra returned to reside at the house until 1925. Then, from 1936 onwards, Queen Mary went back to live there following George V's death. Currently, Marlborough House serves as the headquarters for the Commonwealth and centralised base of the Commonwealth Secretariat.

The beautiful ormolu mounts on the offered *cartonnier* are certainly comparable to the exuberant rococo mounts favoured by the renowned cabinet maker Joseph Emanuel Zwiener on much of his late 19th century furniture. Especially reminiscent of Zwiener are the mounted busts of nubile young ladies which adorn the angles of the present lot. While the foliate and floral tendril marquetry is similar to that used on a great number of Zwiener pieces, which in turn is influenced by the type that often appears on Louis XV furniture executed by Jean-Pierre Latz (1691-1754).

Joseph Emanuel Zwiener

Although born in Prussian Silesia (modern day Germany) in 1849, Joseph-Emanuel Zwiener emigrated as a young man to France. He opened his first atelier at 12 rue de la Roquette in Paris in 1880, before establishing a firm in the fashionable Faubourg Saint-Antoine district just two years later. He is noted for an elegant interpretation of Rococo furniture from the Garde-Meuble National of France, and perhaps most celebrated for producing, on commission from Ludwig II, an exceptional copy of the celebrated bureau de Roi originally made by Jean-Henri Riesener and Jean-François Oeben.

Zwiener employed Leon Message (1842-1901) as his gilt bronze sculptor to create the stunning mounts for a great number of his most important pieces. He was among the first cabinetmakers in France to collaborate with Message and they began working together in circa 1880. His influence added a distinctly Art Nouveau tone to Zwiener's work and his unique style won Zwiener the gold medal at the 1882 exhibition of the Union Centrale des Arts Décoratifs in Paris.

Zwiener went on to exhibit at the 1889 Paris Exhibition where he was awarded a gold medal and where the jurists commented: *dès ses débuts d'une Exposition universelle, s'est mis au premier rang par la richesse, la hardiesse et le fini de ses meubles incrustés de bronzes et fort habilement marquetés*. In 1895 his workshop was taken over by the important émigré ebeniste, François Linke (1855-1946), who Christopher Payne speculates may have worked under Zwiener when he first arrived in Paris in 1875. Linke is known to have also taken on Zwiener's sculptor Leon Message.

Literature

A copy of a letter, dated 19 June 2006, written by the Assistant Curator at The Royal Collection Trust is available upon request from the furniture department. J. Stourton, *Great Houses of London*, 2012, London. en.wikipedia.org/wiki/Marlborough_House A.H. Beavan, *Marlborough House and its Occupants - Present and Past*, London 1896.

See bonhams.com for further images.





29

NAVAL INTEREST: A GEORGE III SILVER-GILT TWO-HANDLED CUP AND COVER,

by Paul Storr, London 1812, the rim stamped 'RUNDELL BRIDGE ET RUNDELL AURIFICES REGIS ET PRINCIPIS WALLIAE REGENTIS BRITANNIAE LONDINI', incuse stamped number on lid and base: 710 Campana form, the cover with acanthus, shell and anthemion gadroon rim, rising to the centre with a gadroon band centred with a Royal Naval Coronet badge, the body with a flared gadroon band, below the engraved inscription a lotus and anthemion band over a frosted ground, the lower gadroon body with leaf-capped fluted handles issuing from satyr masks, raised on a circular pedestal foot, contained in the original fitted wood box, with paper label, height 36.5cm, weight 102oz.

£15,000 - 25,000

€18,000 - 29,000

US\$19,000 - 31,000

The engraved inscription reads:

'Presented to JOHN GEORGE BOSS ESQR. Captain of his B. Majesty's Sloop RHODIAN, For his Zeal and Valor in the destruction of Two French Privateers & defending a Convoy From ST JAGO DE CUBA to HENEAGA, Diego, Monga, Pasqual Privintos, Pedro Blanco Carariego, June 28th 1812'

JOHN GEORGE BOSS, ESQ. (1781 – 1837)

Captain Royal Navy and Member of Parliament.

John George Boss' naval career commenced as an apprentice in the merchant service, joining the navy as a midshipman in 1796 on board Excellent. He took part in various engagements during the Napoleonic Wars taking him to the Leeward Islands, Martinique, Spain and Portugal. On board Centaur he saw action in Martinique, playing a key role in the capture of one of the finest French brigs (Curieux) in a cutting-out action. It was immediately commissioned as a British sloop of war and Boss was made her first lieutenant. Boss was to distinguish himself further aboard Curieux with a brief command of the ship. He was often employed in cutting out enemy vessels and whilst in command of her boats captured and destroyed the Spanish privateers Brilliano and Baltidore. He was appointed Commander in 1811. During the siege of Cadiz he appears to have been employed in gun and mortar boats and almost daily engaged the enemy.

Whilst commander of the Rhodian this 'handsome' piece of plate was presented to Boss by a committee of merchants.

In the following year 1813, with Boss as Commander, the Rhodian was totally wrecked off the coast of Jamaica in a terrible storm. As a result of his heroics, every man and boy and the 500,000 dollars on board were saved. Boss was presented with two further pieces of silver weighing 400 ounces.

Boss married Charlotte Pennyman, daughter of Sir James Pennyman, 6th Baronet and Elizabeth Grey, cousin of the Whig prime minister, Earl Grey. As member of the first reformed parliament Boss had a less distinguished career as MP for Northallerton in 1832, often falling asleep on the back benches while listening to debates. He decided not to run for re-election in 1835, and died two years later on 8th October 1837, at Otterington Hall, near Northallerton, aged 56. He was remembered as a hearty, coarse, good-humoured jolly tar.



Presented to
JOHN GEORGE BOSS Esq.
Captain of his B. Majesty's Fleet
RHODIAS,
For his zeal and Valour in the destruction of
Swedish Privateers & defending a Convoy
From
S^t JAGO DE CUBA to HENRAGA.
Tingo. Nuega. Pasqual. Prensolar.
Pedro Blanco Carriago.
June 26th 1719.

30

A PAIR OF GEORGE III SILVER MEAT DISHES

by Paul Storr, London 1819, with Old Sheffield Plate covers
Oval, with shell and acanthus leaf borders, the domed covers with acanthus leaf and shell handles, gadrooned tops and a band of acanthus leaf ornament, engraved with arms to the dishes and covers, length 42.5cm, weight without covers 114oz.

£7,000 - 9,000

€8,200 - 11,000

US\$8,700 - 11,000

The arms of Thomas John Wynn, born 1802, who succeeded as 2nd Baron Newborough in the peerage of Ireland, and a Baronet in 1807. The shield is charged on the breast of an Imperial Eagle for a Noble of the Holy Roman Empire, and the quarterings for Glynne and Lloyd include the Troedd-ddu [blackfoot] inescutcheon for his Cilmin ancestry.

As a baron in the peerage of Ireland Lord Newborough represented Carnarvus in the Westminster House of Commons for four years. He died unmarried at the age of 30 and was succeeded by his brother.

31

AN IMPRESSIVE GEORGE III SILVER SOUP TUREEN ON STAND

by Paul Storr, London 1807, rim stamped 'RUNDELL BRIDGE ET RUNDELL AURIFICES REGIS ET PRINCEPIS WALLIAE LONDINI FECERUNT'
The oval lid with a reed and ribbon handle with lion mask terminals above honeysuckle and flower motif, the body with fluted band and two lion mask, acanthus leaf-topped reeded handles, the base supported by four winged lions with Egyptian headdresses, the stand with acanthus leaf ends, on four lion paw feet, the tureen with a liner, height 38cm, length of stand 53cm, weight 386oz.

£40,000 - 60,000

€47,000 - 70,000

US\$50,000 - 74,000

The pair to this tureen was sold at Sotheby's, London, 30 November, 1978, lot 48 and as part of lot 52, Christie's, New York, 10 January 1991. The Marcos Collection sold on behalf of the Republic of the Philippines through the Presidential Commission on Good Government.

A soup tureen of this model is illustrated in Christopher Hartop, 'Art in Industry: The Silver of Paul Storr' (Cambridge 2015), page 8.

Provenance

Sotheby's: London 2nd June 1992, lot 131 with the following provenance: Emanuel II, King of Portugal.

Augusta Victoria of Hehenzollern, Queen of Portugal who married secondly Robert, Count Douglas.

Purchased from the above collection by Gallerie Jürg Stucker, Bern in 1973.



30





(detail)



(detail)



31

FREDERIC LEIGHTON, 1ST BARON LEIGHTON P.R.A., R.W.S., KNOWN AS SIR FREDERIC LEIGHTON (BRITISH, 1830-1896): AN IMPORTANT BRONZE FIGURE OF 'AN ATHLETE WRESTLING A PYTHON'

on rectangular naturalistic base, signed, dated and numbered to one side *F. LEIGHTON 1877 XXIV*, and inscribed to the base verso *PUBD BY ERNEST BROWN & PHILLIPS AT THE LEICESTER GALLERIES, LEICESTER SQUARE, LONDON.*, brown patina, the underside with number 1, 52.5cm high

£50,000 - 80,000

€59,000 - 94,000

US\$62,000 - 99,000

Provenance

Hartford Hall, Hartford, Cheshire

Purchased by the vendors family at the contents sale of Hartford Hall, sold by Messrs' C.W. Provis & Son, Auctions & Valuers on behalf of the executors of the late Mrs K. B. Carver, Wednesday 14th February 1934, lot 128. Thence by family descent.

One of the principal residences of the village of Hartford, Hartford Hall was originally a 17th century nunnery and a former manor house which was remodelled and extended in both the 18th and the 19th centuries.

Although a renowned and celebrated painter by the close of the third quarter of the 19th century, Leighton's success in sculptural terms did come until 1877 when he debuted his work 'Athlete Wrestling with a Python' at the Royal Academy. At the time, it was also alternatively known to reviewers as 'An Athlete Strangling a Python' and 'An Athlete Struggling with a Python'. However whichever title its reviewers used, the work was held to great acclaim by both critics and the public and it catapulted Leighton to an international spotlight later leading him to be later proclaimed the father of the English New Sculpture movement'. However even though he only returned to the medium of sculpture again twice with his figures of 'Needless Alarms' and 'The Sluggard', both of which were also highly successful and which in turn led him to encourage younger sculptors by commissioning Alfred Gilbert's figure of 'Icarus', it was this sculpture that defined him for posterity to critics and the public alike.

Today 'Athlete Wrestling with a Python' is Leighton's sculptural masterpiece and was influenced by antique Greek sculpture, particularly 'The Laocöon' which formed part of the Vatican sculpture collection and which influenced the work of Michelangelo.

Representing a dramatic life and death scene of a classical male nude contending a python which is coiled around his left thigh and whose head is held at bay by his rigidly outstretched arm, the statues powerful and complex design commands a sense of suppressed energy and opposing forces momentarily balanced at a point of supreme tension. Although the striking realism of the figures anatomy was undoubtedly influenced by the sculptors of antiquity and the Renaissance it also owned a debt to contemporary French sculpture which gave it a naturalism far removed from the more pedestrian excesses of the neo-classical works produced by sculptors of a generation before.

The model for the work was professional sitter, Angelo Colorosi who was a leading figure in the Italian group of professional male models in the later 19th century and from contemporary interviews which Leighton made with the Studio magazine in the early 1890's, the sculptor originally modelled it as a small-scale clay figure. However, the decision to turn it into a large-scale bronze was made on the encouragement of either Jules Dalou (French, 1838-1901) who was in exile in London during that time or Alphonse Legros (French, 1837-1911). Assisted by Leighton's protégé, Thomas Brock (British, 1847-1922), the full-size model first modelled in plaster and then cast in bronze by Cox & Son was then exhibited at the Royal Academy and its influence was far reaching to the new generation of emerging New Sculpture artists including the young Brock, Hamo Thornycroft, Alfred Gilbert, Edward Onslow Ford and George Frampton.

The sculptures popularity was sealed when it was purchased on behalf of the Tate by the Chantrey Bequest in 1877 and it won the gold medal when it appeared at the prestigious Exposition Universelle in Paris the following year. A monumental marble replica of the sculpture was subsequently commissioned by the wealthy Danish brewer Carl Jacobsen for the museum bearing his name in 1882 and much of the carving for this work was done by the New Sculpture sculptor Frederick Pomeroy (British, 1856-1924) at the start of his career whilst still working in Brocks studios.

Reductions of the bronze were then published in an edition cast in two sizes by Ernest Brown and Phillips at the Leicester Galleries between 1903-1910 and the current lot appears to be a relatively early cast from this edition.

Frederic Leighton was the son of doctor and began his artistic education in Italy when he travelled to Rome and Florence in 1840 before becoming a pupil of Zanetti and meeting the American sculptor Hiram Powers. Moving to Frankfurt in 1844 he studied under the Nazarene painter E. J. von Steinle at the Institut Staedel before travelling to Brussels and Paris then finally returning to Rome in 1852.

Surrounded by a group of ex-patriot writers and artists such as Thackeray, Browning and Gibson, he established his reputation as a painter with his work 'Cimabue's Madonna carried in Procession' which was exhibited at the Royal Academy in 1855 and subsequently purchased by Queen Victorian and Prince Albert for the Royal Collection.

At the Royal Academy, Leighton progressed from ARA in 1864 and RA in 1868 to become President in 1878. At the same time in keeping with his growing stature he also began work on his house, no. 2 Holland Park Road (now the Leighton House Museum) in 1865. In public life, he was the only sculptor to receive a barony being created a baronet in 1886 and Baron Leighton of Stretton in 1896.

Related Literature

Stephen Jones, Christopher Newall, Leonée Ormond, Richard Ormond, Benedict Read, *Frederic, Lord Leighton, Eminent Victorian Artist*, 1996, Harry N. Abrams, Inc, Pub. with The Royal Academy of Arts, London, p. 182-183
Peyton Skipwith, *Sir Alfred Gilbert & The New Sculpture, British Sculpture 1850-1930*, The Fine Art Society in association with Robert Bowman, p. 72-75





33

**'THE RIDING CROP' AN EROTIC PATINATED BRONZE STUDY
BY BRUNO ZACH (GERMAN, 1891-1935)**

SIGNED IN CAST 'BRUNO ZACH'; CIRCA 1925

cast as a bare-breasted woman in suspenders and negligee, she clasps a riding crop behind her back, resting it seductively on one shoulder, the rich dark brown patination with green highlights to the stockings and negligee; the figure rests on an oval marble base
height 88cm (inc. base)

£55,000 - 65,000

€64,000 - 76,000

US\$68,000 - 81,000



(front view)



(back view)



The Starfish by Alberto Shayo

If the Art Deco period evokes images of cultural and artistic transformation in an era of folly and hedonism, the Starfish dancer by Demetre Chiparus is the epitome of that glamorous era.

Few sculptures mirror the period with more exactitude. It was influenced by the music hall revues which were much in vogue at the time. Music hall was on the same level as opera in terms of public and revenues.

The dancer emerges from the depths of the sea with starfishes clinging to her leotard, a leotard known for its unique 'petroleum' colour patina which is present in this example. She stands on her toes, her arms raised and intertwined, not looking at her audience, she is far too sure of herself for that: she has become the femme fatale of the underworld.

Present in this example is a base created with a variety of onyxes and marble; the base can be considered a sculpture in itself, which together with the figure create one of the most iconic sculptures Chiparus ever created in his long and varied career.

The Starfish dancer was chosen to be on the back cover of the third and new edition of the 'Chiparus, Master of Art Deco' book.

Alberto Shayo
8th February 2017







34 Y Φ

**'ETOILE DE MER' (STARFISH) A FINE ART DECO PARCEL-GILT/
SILVERED BRONZE AND CARVED IVORY FIGURE BY DEMETRE
CHIPARUS (ROMANIAN, 1886-1947)**

SIGNED TO MARBLE 'D.H.Chiparus'; CIRCA 1925

depicting a dancer in a close fitting full body costume with aquatic design, cold-painted in vibrant iridescent tones of Prussian blue and silver, the elongated stance adopted by the figure is on tip-toe with both arms raised to a point above her head, mounted on a shaped onyx base with green onyx and Portor marble sections; together with a Verde Antico variegated marble pedestal

height of figure - 56cm; figure including base - 75.5cm; height of pedestal - 1.14m; total height 1.895m

£100,000 - 150,000

€120,000 - 180,000

US\$120,000 - 190,000

Provenance

From a private Swedish collection.

Literature

Victor Arwas, *Art Deco Sculpture: Chryselephantine Statuettes of the Twenties and Thirties*, London, 1975, p. 24.

Bryan Catley, *Art Deco and other Figures*, Woodbridge, Suffolk, 1978, p. 83.

Victor Arwas, *Art Deco Sculpture*, London, 1992, p. 54

Alberto Shayo, *Chiparus: Master of Art Deco*, New York, 1993, p. 49, pl. 83 and 152

Further information

In 1911 the underwater kingdom scene of Nikolai Rimsky-Korsakov's opera 'Sadko' in Paris was presented by the Ballets Russes. The hero of this opera is rescued by a sea princess. The underwater kingdom demonstrated possibilities for a new underwater exoticism to accompany the emerging sport of synchronised swimming. The sleek pose and crossed hands of 'Etoile de Mer' evoke her attempt to return to earth with Sadko.



35 TP

A GEORGE III MAHOGANY SERPENTINE DISPLAY CABINET

circa 1760

The broken triangular pediment flanked below by scroll carved brackets and pierced fretwork galleries surmounted by two urn finials, the dentil moulded cornice above three geometric astragal glazed doors enclosing six adjustable shelves, the serpentine base comprising one long and two short frieze drawers, over one long drawer with a gilt-tooled leather inset sliding top, with foliate carved C-scroll spandrels and a recessed door below, flanked by eight short graduated drawers, with acanthus and husk pendant carved tapering scrolled corbel angles, on a plinth base, *indistinctly inscribed in chalk: 'LORD DUNALLY' (sic.) and 'PRINS'*. 152cm wide x 56cm deep x 220cm high, (59 1/2in wide x 22in deep x 86 1/2in high)

£20,000 - 30,000

€23,000 - 35,000

US\$25,000 - 37,000

Provenance

Probably Henry Prittie, 4th Baron Dunalley (d. 1927), or Henry Prittie, 5th Baron Dunalley (d. 1948).

Acquired circa 1952-53 by Mr. and Mrs. Lionel Moore, Matfield House, Brenchley, Kent, and almost certainly purchased from Ronald Lee.

The offered lot was formerly in the collection of Mr and Mrs Lionel Moore at Matfield House, Kent, and the house and its contents the subject of an article in *The Antique Collector*, December 1953. Much of the collection was acquired under the guidance of Ronald Lee, and included another distinguished mahogany china display cabinet associated with the royal cabinet makers, Vile and Cobb, which was exhibited by Lee at the Antique Dealers' Fair, Grosvenor House, in 1950, later sold to Sir William Garthwaite, and subsequently sold anonymously at Christie's, London, 12 November 1998 (£298,500 including premium).

The present cabinet derives from designs published in 1762 by Thomas Chippendale (d. 1779) in the third edition of his *Gentleman and Cabinet-Maker's Director*, pl. CXIV for a 'Dressing Chest and Bookcase' and pl. LXII for 'Buroe Dressing Tables'. While the glazing pattern conforms to designs in pl. CI. The form was also popularised in Messrs. Mayhew and Ince's *Universal System of Household Furniture*, 1762, pl. XXI, a *Gentleman's Repository*.

The serpentine base corresponds to a pair of kneehole desks attributed to the Wakefield, Yorkshire cabinet makers, Wright and Elwick, one of which was sold anonymously, Christie's, New York, 7 April 2006, lot 351. This latter example combined the arched kneehole, canted angles with elaborate carving and deep plinth, as evident on the offered lot. The adaptation of Chippendale patterns is characteristic of the work of Wright and Elwick, whose partnership existed from 1747 until 1771.



Lot 35 in situ at Matfield House, Kent

Wright and Elwick were known to have subscribed separately to the 1754 first edition of Chippendale's *Director* and they were almost certainly employed by Sir Rowland Winn at Nostell Priory, in Leeds, immediately prior to Chippendale who began working there in 1766. Wright and Elwick were also employed at Wentworth Woodhouse. Furthermore, they appear to have been employed by John Spencer at Cannon Hall in 1768 on the advice of his architect John Carr in preference to the likes of Chippendale or John Cobb, indicating their work to be of the highest quality and on a par with London's foremost cabinet makers.

Among the more notable comparable examples are a walnut and parcel gilt secretaire bookcase, probably supplied to James Brydges, Marquess of Carnarvon and 3rd Duke of Chandos, sold anonymously Christie's, New York, 19 April 1991, lot 295, and a mahogany breakfront bookcase almost certainly supplied to Charles, 2nd Marquess of Rockingham (d. 1782) for Wentworth Woodhouse, sold at Christie's, London, 9 July 1998, lot 76. There are also parallels with a commode and a 'winged cabinet' from Wentworth Woodhouse sold Christie's, London, 15 July 1948, lot 111 and 133 respectively, which further point to Wright and Elwick as the likely creator. Finally, another smaller model with a serpentine commode base is at Fairfax House, the York townhouse whose interiors were designed by John Carr in circa 1762, Christie's and P. Brown, *The Noel Terry Collection of Furniture and Clocks*, 1987, York, p. 43.

Literature

'Matfield House', *The Antique Collector*, December 1953, pp.'s 223-230.

See bonhams.com for further images.





36 W TP

**CIRCLE OF GRINLING GIBBONS (ANGLO-DUTCH, 1648-1721):
A LATE 17TH/EARLY 18TH CENTURY CARVED LIMEWOOD AND
OAK PANEL**

the central crossed palm frond motif flanked by two winged putto heads within an elaborate floral, foliate and fruiting festoon and garlanded border, mounted on an oak panel, 124cm high x 131cm wide

£10,000 - 15,000
€12,000 - 18,000
US\$12,000 - 19,000

Provenance

Arthur James John Ayres (British sculptor, 1902-1985), thence by family descent.

By repute, the current lot was purchased sometime in the 1950s by the sculptor Arthur J.J. Ayres from an art and antique dealer in Petworth, West Sussex apparently trading under the name of 'Boss'. He was informed that it had allegedly previously been removed from a property called Billingbear House, which was located in Berkshire until its demolition in 1924 following a major fire. Undoubtedly recognising its quality and the finesse of the applied carving, it later formed a major part of an itinerant year long travelling Crafts Council exhibition in 1993, being illustrated on the front-piece panel of the accompanying catalogue.

The highly intricate and bravura style of the carving evident on the offered panel is typical of the work of the highly prolific Grinling Gibbons (1648-1721), who flourished in England during the final quarter of the 17th century. The two winged putto masks, abundant fruiting foliage, floral festoons and palm fronds, which are relatively recurrent aspects of Gibbons's oeuvre, also feature prominently amidst the magnificent wall carvings he supplied in the period 1690-2 for the Carved Room at Petworth House. However, one perhaps more unusual and idiosyncratic feature of the panel is the incorporation of two matching cloverleaf swags to the lower section placed in a composition which apart from the pair of winged putto masks and central palm frond motif typically relies on the more usual random free placing of flowers, fruit and leaves. A similar symmetrical swag device dating

from 1684 is however utilised on the carved lime wood Reredos by Gibbons at St James Church in Piccadilly although these swags apparently depict bell-flowers rather than clover-leaves. In addition, three similar winged putto masks also by Gibbons are incorporated into the design of the organ casing of the same church dating from 1686 and originally from the chapel at Whitehall.

Billingbear House was located in Waltham St. Lawrence near Windsor, Berkshire. In 1567 Sir Henry Neville oversaw the construction of a house upon the land he had acquired there. Perhaps the most important visitor to Billingbear was Cosimo III de Medici, Grand Duke of Tuscany. He is recorded as being presented with a carved wood panel, specially commissioned by Charles II from Gibbons for the former's official visit to England in 1669. The Cosima panel, now on display at the Pitti Palace in Florence, Italy is one of Gibbons's supreme masterpieces and it is also one of the very few works that he actually signed. Following the tragic destruction of Billingbear in 1924, one of the panelled rooms was fortunately saved and this was subsequently sold to Pace College Manhattan, New York, while some of the other salvaged elements of the house were also used in the restoration of Bulmershe Court, another Berkshire property, the following year.

To read more about Arthur J.J. please visit www.bonhams.com

Literature

- D. Esterly, *Grinling Gibbons and the Art of Carving, Exhibition Catalogue*, 1998, V&A publications.
- M. Coatts & Jeremy Theophilus, *The Woodcarvers Craft*, 1993, Donside Paper Co. Aberdeen.
- G. Beard, *The Work of Grinling Gibbons*, 1989, London.
- F. Oughton *Grinling Gibbons & The English Woodcarving Tradition*, 1979, Stobart Davies Hertford.

Exhibited

The Woodcarver's Craft, Crafts Council touring exhibition, 1993, Crafts Council in association with City of Bradford Metropolitan Council, Art, Museums and Libraries Division, City of Glasgow District Council, Department of Museums and Art Galleries, Hove Museum and Art Gallery, Hove Borough Council, and Lincolnshire County Council, Usher Gallery, Lincolnshire.

A PATINATED BRONZE MODEL OF A REARING STALLION CAST AFTER THE MODEL BY GIOVANNI BOLOGNA (ITALIAN, 1529-1608) AND ANTONIO SUSINI (ITALIAN, ACTIVE 1572-1624)

probably German, 17th century

the horse with flared nostrils and curled mane and tail, dark brown patina, mounted on a second quarter ebonised and amaranth inlaid satin birch moulded rectangular plinth base. *the bronze, 30cm high, with base, 37cm high*

£7,000 - 10,000

€8,200 - 12,000

US\$8,700 - 12,000

Provenance

Private collection of a West Country antique and fine art dealer and probably acquired sometime in the immediate post war period. Thence by family descent.

The theme of the wild rearing horse became the favoured subject matter of animalier sculptors in bronze in Italy and Northern Europe in the late 16th and 17th century. Probably influenced initially by the abandoned equestrian monument which had been conceived by Leonardo, it was taken on by several sculptors including Francesco Fanelli, Pietro Tacca and Barthelemy Prieur illustrating both diverse and more subtle interpretations in terms of the artistic rendering.

The current lot undoubtedly bears similarities to perhaps the most famous of these interpretations, that of Giambologna's 'Rearing Stallion' cast by Antonion Susini in Florence in the late 16th or early 17th century. Baldinucci had

mentioned in his 1688 list of models by Giovanni Bologna, a bronze model of 'Il Cavallino, che sta in du due piedi (the little horse that stands on two feet)' but possible comparable casts of the model were not positively identified until 1978 when a number of models were offered for sale on the art market. Bologna is known to have also modelled in stucco a quadriga with rearing horses for one of the triumphal arches made for the entrance of Joanna of Austria into Florence in 1565 and he also made his first documented cast of 'Nessus and Deianira' in bronze which is closely related to the 'Rearing Stallion' ten years later.

Rearing horse models was particularly popular in Germany where bronze horses were often used together with other domestic and exotic animals for domestic fountains and many of these were cast in Augsburg in the later 16th and early 17th century. The theme was also extremely popular for decorative table bronzes and a number of German examples which lack visible arteries on the abdomen and/or creases on the neck are characteristic of the features of rearing horse bronzes cast in Braunschweig and Stuttgart.

Although the current lot similarly does not show visible arteries and neck creases, the substantial weight of the unusual sold cast which has to be supported by its curling tail (as opposed to its hind legs as is the case with all its comparables) possibly suggests a different origin and could be an indication that the horse may be of Spanish rather than German origin.

Related Literature

Anthony Radcliffe & Nicholas Penny, *Art of the Renaissance Bronze, 1500-1650*, The Robert H. Smith Collection, 2004 Philip Wilson, fig. 27, p. 172-175.





38 TP

AN IMPORTANT FLEMISH MID-17TH CENTURY BIBLICAL TAPESTRY,

woven in wools and silks, depicting King David in the foreground kneeling amidst his army before Zadok the high priest, with numerous civic and religious leaders standing nearby, with an assortment of the same figures shown in the background assembling first outside and then inside a makeshift architectural interior housing the Ark of the Covenant, with a verdant landscape and Jerusalem in the distance, within an abundant floral and foliate border interspersed with allegorical figures and cherubs, 305cm x 408cm

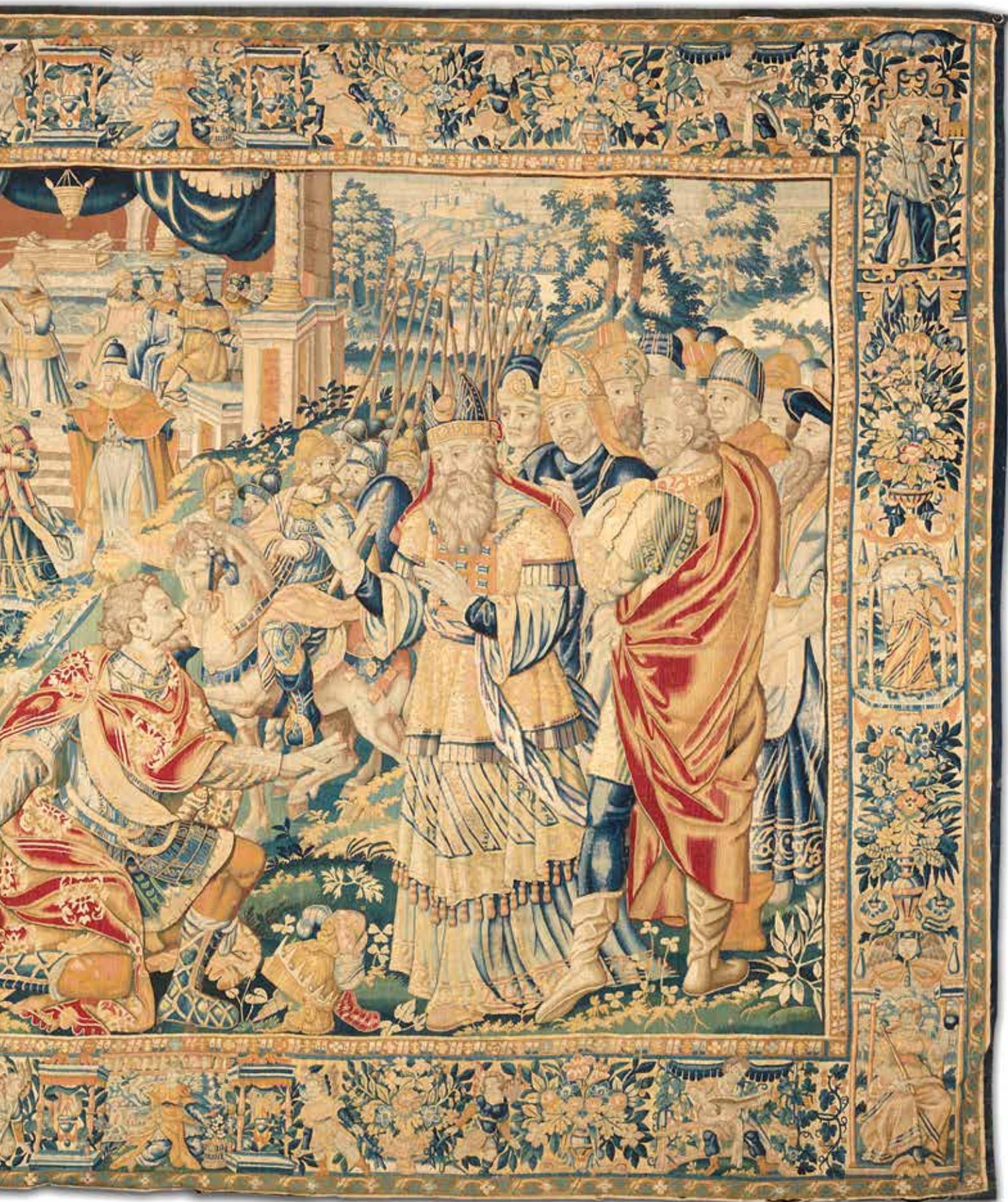
£15,000 - 20,000

€18,000 - 23,000

US\$19,000 - 25,000

Provenance

Count of Adanero collection, Spain.
Thence by descent to the present owner.





(interior)



39 TP

AN AUGSBURG 16TH CENTURY HUNGARIAN ASH, STAINED SYCAMORE AND FRUITWOOD MARQUETRY CABINET

Profusely inlaid with architectural perspectives, the rectangular top above a pair of doors enclosing a fitted interior comprising a pair of cupboard doors enclosing an open recess flanked by four small drawers to either side and two long drawers below, all surrounded by two further single cupboard doors, eight short drawers with two further drawers below and two faux drawer fronts with a single drawer behind, the reverse of the doors with figures of musicians in arcaded surrounds, the sides of the cabinet with further similar figures, *restorations, the sides previously with carrying handles, with a depository label to the reverse for Royal County Depository Reading, C&G Ayres LTd, Lady Thomson-Walker. 107cm wide x 42cm deep x 64cm high, (42in wide x 16 1/2in deep x 25in high)*

£12,000 - 18,000

€14,000 - 21,000

US\$15,000 - 22,000

Provenance

Isabella (nee Nairn), Lady Thomson-Walker (1875-1968), daughter of Sir Michael Nairn, 1st Bt (1838-1915) and wife of Sir John Thomson-Walker (1871-1937).

The present lot is part of a group of cabinets and panels which were a product of the extraordinary ascendancy of Augsburg as a centre of furniture production for the international market from the mid-16th century onwards. In particular,

the development of marquetry contributed to this prominent position, favoured by the ready availability of a large variety of indigenous woods and the invention of improved types of saws and other equipment. Augsburg marquetry of the time almost invariably depicts ruins, which are largely based on Lorenz Stöer's perspective views of ruins combined with strapwork - *Geometria et Perspectiva* - which was published in this city in 1567; particularly influential was his 'den Schreiner in eingelegter Arbeit dienstlich'.

One can assume that if the above cabinet originated from the collection of Lady Thomson-Walker's husband, Sir John Thomson-Walker that it may have originally been acquired as the complicated architectural perspectives linked to his avid print collecting activities. Thomson-Walker was a leading surgical consultant and was appointed Hunterial Professor of the Royal College of Surgeons in 1922. On his death he bequeathed a large collection of over two thousand prints of portraits of well known figures with medical connections and books on the art and technique of engraving to the College.

The figures of the female musicians depicted in the marquetry of the lot offered here are found on other cabinets, including a more elaborate cabinet also containing four cupboard doors to the interior in the collection of the Rijksmuseum, Amsterdam (inv.BK-1955-80).

Literature

- L. Möller, *Der Wrangelschrank und die verwandten Süddeutschen Intarsienmöbel des 16 Jahrhunderts*, Berlin, 1956.
- R. Baarsen, *German Furniture*, Rijksmuseum, Amsterdam, 1998, pp. 6-15.
- Simon Jervis, *Printed Furniture Designs before 1650*, England, 1974.

40 TP

A PAIR OF FRENCH LATE 16TH CENTURY CARVED WALNUT FAUTEUILS

Each with a horizontal top rail above channelled tablet and stylised rosette incised curved arm supports terminating in acanthus capped carved rams' masks, on ring turned arm terminals each headed by an *entrelac* collar, on ring turned front legs and square section back legs, with plain stretchers, *restorations*, each: 60cm wide. (2)

£8,000 - 12,000

€9,400 - 14,000

US\$9,900 - 15,000

Provenance

The National Galleries of Scotland.

Two comparable armchairs, both dated to the second half of the 16th century, form part of the world-renowned Frick Collection and are illustrated in D. Dubon and T. Dell, *Furniture in the Frick Collection*, Vol. V, 1992, New York, pp.s 178-83. The overall form of these two Frick fauteuils are similar to the design of the pair of chairs forming the present lot. Added to this, various characteristics including; the ram's mask carved to the end of each arm support; the curvilinear outline of the arm rests; the ring turned front legs as well as the plain square section back legs and plain stretchers; are also all evident on the offered pair.

However there are two distinct differences between the two related examples and the present fauteuils. While there is a carved apron below the seat frame on the former, no apron appears to have existed on the latter. Also, whereas the Frick models have stylised acanthus clasped scroll arm terminals, the ring turned columnar arm terminals of the present lot continue the elegant line of the legs right up to the point of intersection with their corresponding arm supports. And, although it is not clear whether this particular variation is of an earlier or a later date, it seems likely that all three chairs are only separated by a relatively short period of time in terms of when they were executed.

Literature

D. Dubon and T. Dell, *Furniture in the Frick Collection*, Vol. V, 1992, New York.





41 TP

A RARE AND IMPRESSIVE 19TH CENTURY SILK TABRIZ

North West Persia,

the shaped madder field with central cream medallion, surrounded by loose spiraling tendrils terminating in large cream and blue flower heads interspersed with sprays of smaller flowers, the shaped inner light blue border with yellow tendrils and flowers outwardly scrolling from dark blue cartouches, within an extensive border with flowering and decorative motifs,
436cm x 323cm

£70,000 - 90,000

€82,000 - 110,000

US\$87,000 - 110,000



42

A PAIR OF VICTORIAN SILVER-GILT DESSERT STANDS

by John Samuel Hunt, London 1845, also stamped 'Hunt & Roskell, late Storr, Mortimer & Hunt'

Modelled as fruiting vines, the entwined branches supporting red cut-glass bowls with vine decorated silver borders, the bases with reclining putti, two leaning against the shield of ROTHSCCHILD, ensigned by the coronet of a Baron of the Austrian Empire, height 24cm, weight without glass bowls and borders 107oz.

£5,000 - 7,000

€5,900 - 8,200

US\$6,200 - 8,700

Baron Lionel Nathan de Rothschild (1808-1879) was the son of Nathan Mayer Rothschild. He joined the family's banking empire in 1836, and later entered politics, becoming the first Jewish Member of Parliament. He remained MP for the City of London for sixteen years. His son, Nathaniel de Rothschild, became the first Jewish Peer to enter the House of Lords in 1885.



43



44

43

A LARGE SILVER SALVER

by Edward, Edward Jnr, John and William Barnard, London 1828

Shaped-circular with a profuse high relief border and four substantial bracket feet, incorporating shells, acanthus and 'C' scrolls among flowers and foliage, similarly chased band and the polished centre with a later engraved armorial, *diameter 63cm, weight 178oz.*

£5,000 - 8,000

€5,900 - 9,400

US\$6,200 - 9,900

The marital arms of Simon Waley Waley (1827-1875) stockbroker of London, and his wife (m.1859) Anna Handelagh, nee Salomons (1839-1906). Arguably the most illustrious of the couple's children was Sir Frederick George Waley, 1860-1932, an influential industrialist and colliery owner in Australia.

Anna Salomons, whose arms on the shield reflect her Cohen ancestry, was step daughter of Sir David Salomons, Bt., sometime Lord Mayor, MP for Greenwich, who was not permitted to take his seat in the Commons until the oath was made acceptable to those of the Jewish faith.



44

A PAIR OF CAST SILVER FIVE-LIGHT CANDELABRA, IN THE PAUL DE LAMERIE STYLE

by C. J. Vander Ltd, London 1983

Tapering octagonal columns with panels of shells, flowers and husks over a matted stippled ground, ovolo banded knob below, on stepped octagonal bases, with incurved angles and scroll panels centred with cherub masks, the detachable branch section with four scrolling arms issuing from below a central light, embellished with acanthus roundels and husk pendants, knopped nozzles with stiff leaf band and stippled ground, *height 66cm, weight 600oz.*

£12,000 - 18,000

€14,000 - 21,000

US\$15,000 - 22,000



45 *

GIUSEPPE GARIBALDI: AN IMPORTANT GOLD FREEDOM BOX

marked for James Hunt, London 1767, adapted by Hancocks 1864
 Rectangular, the cover engraved with arms of London within elaborate ribbon-tied flowers, with reeded mount and rocaille thumbpiece, the baluster shaped sides applied with a star, the interior with a presentation inscription, together with the scroll of the Freedom of London, cased, length 11.5cm, depth 9cm, weight 500gms.

£30,000 - 50,000

€35,000 - 59,000

US\$37,000 - 62,000





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The engraved inscription reads:

'A Common Council holden in the Chamber of the Guildhall of the City of London on Thursday the 7th day of April 1864 resolved that the honorary freedom of this city be presented to General Giuseppe Garibaldi on the occasion of his visit to this country as a tribute of respect to the most generous, brave and disinterested of patriots, and that a copy of this resolution be presented in a gold box of the value of one hundred guineas.

Lawrence-Mayor
Woodthorpe'

Giuseppe Garibaldi (1807-1882) was an Italian general, politician and nationalist who played a significant role in the history of Italy. He was a central figure in the Italian Risorgimento, leading his band of "red-shirt" volunteers in the many military campaigns that led eventually to the formation of a unified Italy. He has been called the "Hero of Two Worlds" because of his military enterprises in Brazil, Uruguay as well as Europe. These earned him a considerable reputation in Italy and abroad, through exceptional international media coverage at the time made possible by the telegraph. His exploits made him a household name on both sides of the Atlantic: Russian peasants carried his icon; Balkan revolutionaries waited for him to lead them; both sides in the American Civil War tried to enlist him – and the English paid their tribute by immortalising his name in a biscuit.

The enthusiasm that Garibaldi aroused in Victorian England was astonishing, and the reception he received on his visit to England in 1864 was probably without precedent. Surprisingly, for a radical, he was welcomed by both the government and the aristocracy as well as Working Men's Committees. He visited Tennyson on the Isle of Wight, Gladstone in London, called on the Provost of Eton and went by train to Bedford, where he visited the Britannia Iron Works. The crowds that greeted him at Vauxhall were so enormous that he required six hours to reach his lodgings on the Mall. His speech at Crystal Palace drew 25,000 supporters.

The Illustrated London News stated at the time: 'No man has achieved a wider or more lasting fame; yet fame for its own sake has never got the mastery of his motives. Liberty! Italy! these are the two objects to which he has religiously consecrated all that he is and all that he has. His faith in them no misfortunes can shake.'

The paper goes on to describe how Garibaldi was given the Freedom of London within a gold box. The box was drawn (see illustration) and described in the paper: 'The box, made by Hancock of Bruton Street, is a massive gold one ornamented by garlands of flowers and the arms of the city of London on the lid. There is the letter "G," in diamonds, with a gold star, on the front of the box.' The front now lacks the diamond-set G, (perhaps sold off later in Garibaldi's life when funds were short). This and other reports of the day were incorrect in saying that Hancock made the box, rather it was Georgian and re-fashioned by them. Hancock was the most fashionable jeweller of the time, favoured by Queen Victoria and makers of the Victoria Cross.

One explanation as to why a second hand box was selected is that the decision, by a Court of Common Council, to award Garibaldi the Freedom of the City London in a gold casket worth 100 guineas had only been taken two weeks earlier. Insufficient time to design and create a new box from scratch, so Hancocks used a box from stock.

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"Illustrations of Garibaldi's Visit to England." Illustrated London News [London, England] 23 Apr. 1864: 398; 30 Apr. 1864: 405.

Image courtesy of National Portrait Gallery, London.



46

A 19TH CENTURY SWISS GOLD AND ENAMEL “TURKISH MARKET” PRESENTATION SNUFF BOX

unmarked

Ovoid, with lilac and turquoise enamel decoration, the cover set with old rose cut diamonds in foliage and Arabesques, the underside with an enamel panel of amoral and music trophies, together with a copy of W K Dickson, *The Life of Major General Sir Robert Murdoch Smith* (Edinburgh 1901), length 7cm, weight total 88.5gms. (2)

£7,000 - 9,000

€8,200 - 11,000

US\$8,700 - 11,000

The present lot was awarded, in 1887, to Major General Sir Robert Murdoch Smith (1835-1900) who was the director of the Telegraph System in Persia and later director of the Scottish Science and Art Museum. By family descent to the owner. The clear family provenance from its formal presentation by the Shah of Persia to the present day allows us to conjecture that the diamond adornment was added in Persia to make the box more suitable as a grand presentation gift.

After leaving school Murdoch Smith went to Glasgow University, and in 1855 he obtained a commission in the Royal Engineers by open competition, passing first out of some 380 candidates. In the following year he was selected to command the party of engineers which accompanied Sir Charles Newton's archaeological expedition to the site of the Mausoleum at Halicarnassus.

In 1863, he was appointed to the staff of the Persian telegraph, connecting India with Europe, through Persia and Russia; and in 1865 he became director of the telegraph at Teheran and remained there for twenty years. His artistic and antiquarian tastes found a new outlet in the art and antiquities of Persia, on which he became a recognised authority. It was chiefly through his exertions that the fine collection of Persian exhibits now at the V&A was acquired.

In 1885, he was offered the post of Director of the Edinburgh Museum of science and art, now the Royal Scottish Museum, which he accepted.

He was sent back to Persia by Queen Victoria to present the Shah (whom he knew well) with a selection of Musical Band Instruments. During the presentation ceremony, the Shah returned the favour and friendship by giving Murdoch Smith "a gold snuff box encrusted with diamonds." An account of the ceremony appears on page 322ff, W K Dickson, *The Life of Major General Sir Robert Murdoch Smith* (Edinburgh 1901).

During this mission Murdoch Smith was also tasked with negotiating with the Persian Government, in relation to the occupation of Jashk, on the Persian Gulf, by British troops. Not only was this question settled to the satisfaction of both parties, but the opportunity was taken to secure a renewal on favourable terms of the telegraph convention with Persia.

On his return home he received his honour of knighthood; and in December, 1887, he retired from the army with the rank of Major-General. His remaining years were spent in Edinburgh, where he was not only a successful administrator of the Museum, but an active member of many public bodies and a well-known and popular figure in society.



(interior)

BACCARAT
A Legend in Crystal
and Bronze





47

THE THREE GRACES: AN IMPORTANT BACCARAT GLASS AND GILDED BRONZE CENTREPIECE BY HIPPOLYTE MOREAU, CIRCA 1909-10

Created for the *Exposition Internationale de L'Est de la France*, the clear crystal glass vase deeply cut with vertical flutes and mounted with gilded bronze handles, supported above their shoulders by three dancing maidens also in gilded bronze, the maidens partially covered by diaphanous drapery, the two-level base also in crystal glass and with further mounts and feet of gilded bronze, 74cm high, the metal mount at the base of the vase stamped with the Baccarat factory mark

£150,000 - 200,000
 €180,000 - 230,000
 US\$190,000 - 250,000

The cristalleries de Baccarat seized every opportunity to show their glass internationally, but when a major exposition was planned on their own doorstep, Baccarat was determined to make the greatest display of crystal Nancy had ever seen. The town of Baccarat is in Lorraine, a region of eastern France with a strong sense of identity. The *Exposition Internationale de l'Est de la France* was held in Nancy from May to October 1909. The aim was to demonstrate that Alsace-Lorraine had fully recovered from the 1870 war and was a centre for the Arts as well as industry. The local *École de Nancy* had its own pavilion where glass-makers Gallé and Daum showed striking Art Nouveau glass. By way of a contrast, in the main pavilion Baccarat showed a very different kind of glassware. All around Baccarat's massive stand, traditional cut and polished crystal sparkled beneath incredible chandeliers. Standing proudly in the middle of the Baccarat display was a new centrepiece created especially for the 1909 Exposition. This was *The Three Graces*.

Baccarat found the perfect sculptor to create their Nancy centrepiece, for Hippolyte François Moreau (1832-1927) had grown up in Eastern France. The son of an eminent sculptor Jean-Baptiste Moreau, Hippolyte studied in Paris and was just twenty-five when he first exhibited at the Salon in 1859. He became famous for his spirited bronzes, especially of young ladies. Moreau's maidens had charm, beauty and above all a great sense of movement. The subject of *The Three Graces* has been popular in French sculpture and Hippolyte Moreau may

have been influenced by well-known 18th-century versions by Étienne Maurice Falconet and by François Vion. Breaking with tradition, however, Moreau gave movement to his *Three Graces*. These are Art Nouveau dancing maidens and as such they belong in the *Folies Bergère* rather than at Versailles.

The official review of the exhibition praised 'Une admirable coupe montée sur un trépied de bronze et portant une guirlande de personnages... L'incomparable limpidité du cristal, le fini et la perfection de la taille qui demandent une main-d'oeuvre particulièrement habile et longuement exercée'.

The following year in 1910 an exhibition of Glass and Crystal was held at the Musée Galliera. This was on a much smaller scale than the Exposition at Nancy but the same highlights were shown by Baccarat once more. *The Three Graces* was proudly exhibited and was reproduced in an accompanying feature by the critic Jules Henrivaux published in *Art & Industrie*.

An identical *Three Graces* vase was retained by the Baccarat factory for its own collection and is in the musée Baccarat at the manufactory. This was shown in the exhibition *Baccarat, La Légende du Cristal* at the Petit Palais in Paris in 2014/2015 and is featured in the accompanying catalogue, p.86.







48

A MAGNIFICENT BACCARAT CRYSTAL GLASS AND GILDED BRONZE CONFITURE VASE AND COVER, CIRCA 1900-1910

The design exhibited at the *Exposition Internationale de L'Est de la France*, the heavy clear crystal body strongly ribbed and engraved with a formal border, the Louis XV-style gilt bronze mounts with rococo scroll ornament, the handles adorned with bulrushes, the finial on the cover surmounted with a pomegranate, the spreading glass base mounted on a square ormolu plinth edged with a band of stiff leaves, 45.5cm high, the ormolu mount in the interior base stamped with the Baccarat factory mark (2)

£10,000 - 15,000

€12,000 - 18,000

US\$12,000 - 19,000

As with the previous lot, this vase was created as part of Baccarat's display at the Exposition Internationale de L'Est de la France held in Nancy in 1909. An identical confiture was retained by the Baccarat factory for its own collection and is in the musée Baccarat. This was shown in the exhibition Baccarat, La Légende du Cristal at the Petit Palais in Paris in 2014/2015, see the accompanying catalogue, p.86 (right).



49

**AN IMPORTANT PAIR OF BACCARAT CUT CRYSTAL GLASS
AND ORMOLU CANDELABRA, LATE 19TH CENTURY**

Both with candle branches for five lights, the vase-shaped central columns and the platform bases in clear crystal with graduated diamond cutting, elaborate gilded bronze scrollwork sections supporting the bases of the vases and with scrolling arms and ormolu nozzles set with clear glass drip pans hung with prismatic drops, *59cm high overall (2)*

£15,000 - 25,000

€18,000 - 29,000

US\$19,000 - 31,000



50

TWO BACCARAT CUT GLASS AND GILDED BRONZE CENTREPIECES, LATE 19TH CENTURY

The generous oval glass bowls with fan-cut rims and star centres, both supported by two figures of Cupids holding between them loops of drapery, standing on lozenge-shaped crystal glass platform bases with fine hobnail-diamond cutting to the undersides, the gilded bronze feet modelled with further drapery, *54.5cm wide at the bases, 29cm high (2)*

£20,000 - 30,000

€23,000 - 35,000

US\$25,000 - 37,000



51

51
A BACCARAT TABLE CENTREPIECE WITH SILVERED BRONZE SUPPORTS, CIRCA 1880-1900

With an elaborately-cut crystal platform base containing a myriad of air bubbles, at each end stands a Cupid in silvered bronze with an oxidised finish, the oval glass bowl finely fluted and raised on a square ormolu plinth, 48cm wide at the base, the bowl 34.5cm long, Baccarat factory mark stamped within the central ormolu support

£5,000 - 7,000
 €5,900 - 8,200
 US\$6,200 - 8,700

52
A SET OF FOUR BACCARAT GLASS, SILVERED AND GILT BRONZE TAZZAS, CIRCA 1880-1900

The heavy clear crystal glass quatrefoil bases with chequer cutting underneath and individual ormolu feet, each fluted glass top supported by a bronze figure of a dancing Cupid with an oxidised silver finish, standing on one foot on a gilt bronze plinth, each 20cm high overall, the tops 20cm diam (4)

£6,000 - 8,000
 €7,000 - 9,400
 US\$7,400 - 9,900

53
A PAIR OF BACCARAT EMERALD GREEN JAPANESE VASES, CIRCA 1878

The vases cast in bright translucent green glass, of flattened form with spiral-fluted lower parts, the necks enamelled and gilded in Japanese style with prunus branches and wisteria on gilded moons, the bases mounted in gilded bronze with prunus branches forming feet, 18cm high (2)

£2,500 - 3,500
 €2,900 - 4,100

Identical Japanesque enamelled motifs feature on a lemonade set shown at the Paris Exposition Universelle in 1878, see the Petit Palais exhibition catalogue, Baccarat, *La Légende du Cristal*, Paris 2014/2015, p.55.



52 (two from a set of four)



53



54

A BACCARAT ENGRAVED ROCK CRYSTAL STYLE VASE, CIRCA 1878-80

Of plain ovoid shape, finely engraved with a naked lady seated on a swing, her legs covered with diaphanous drapery, the rope swing suspended from a branch of wild rose blossom, on a domed and notched foot, 23.5cm high, paper factory label to underside inscribed Baccarat France

£3,000 - 5,000

€3,500 - 5,900

US\$3,700 - 6,200

Delicate engraving was a particular feature of Baccarat's display at the Paris Exposition Universelle in 1878, where a covered vase of identical shape was shown, see the Petit Palais exhibition catalogue, *Baccarat, La Légende du Cristal*, Paris 2014/2015, p.59, top right.



55 *

A PAIR OF BACCARAT ENAMELLED GOLD FOIL VASES, CIRCA 1830-40

Of ovoid form cut with broad bands of swags between step cutting, the faceted stems with square pedestal feet and star-cut bases, and shaped rims above, the bodies applied with oval panels inset with a pansy, a rose and three buds enamelled in colours on gold foil, 25.5cm high (2)

£7,000 - 9,000

€8,200 - 11,000

US\$8,700 - 11,000

Provenance

With Delomosne & Son Ltd.

Dr Julius and Dena K Tarshis Collection, Sale Christie's New York 21 April 2010, lot 23

Illustrated by Paul Jokelson, *Sulphides, The Art of Cameo Incrustation* (1974), p.14.

Exhibited

L'Art du Verre, Musée des Arts Décoratifs, Paris, 1951, no. 562.

Leo Kaplan (ed.), *Presse-Papiers Français*, Leo Kaplan Ltd., New York, 25 October 1986 and The Corning Museum, May 1987, no. 16.

Paul Jokelson and Dena Tarshis, *Baccarat: Paperweights and Related Glass, 1820-1860*, Baccarat Inc., New York, 30 May - 9 June 1990, no. 17.

Dena Tarshis, *Objects of Fantasy: Glass Inclusions of the Nineteenth Century*, The Corning Museum of Glass, 2001, p. 144, no. 81.

56

A BACCARAT CUT GLASS AND GILDED BRONZE TANTALUS AND LIQUEUR SET, CIRCA 1890

Containing three decanters and stoppers and twelve liqueur glasses, the square-sectioned decanters cut with panels of fine diamonds between chamfered milled corners, with polygonal ball stoppers, the gilded bronze locking Tantalus stand including lyre-shaped ends embossed with torches, the central bar hung with a pivoting band of drapery and surmounted by a swan-neck handle, the openwork base plate modelled with classical ornament and further swans, the twelve cut liqueur glasses contained within the ormolu ornament at the base, *35.5cm overall length, 30cm high*

£4,000 - 6,000

€4,700 - 7,000

US\$5,000 - 7,400



57

A BACCARAT GILDED GLASS AND BRONZE ELEPHANT VASE, CIRCA 1880

In the Japonese taste, the caparisoned elephant adorned with tassels standing with its head turned and trunk raised, on a bronze base simulating a hardwood stand, its back supporting a square-sectioned clear crystal glass vase decorated in raised gold with a Japonese *mon* of orchids among prunus blossom, *35cm high overall*, the underside of the elephant stamped with the Baccarat factory mark on an embossed pad

£15,000 - 20,000

€18,000 - 23,000

US\$19,000 - 25,000

An example with the same model of bronze elephant supporting an engraved crystal glass vase was sold by Bonhams, 4 December 2008, lot 151. For these vases Baccarat copied an 18th century Chinese bronze elephant, similar to the pair sold by Bonhams, Fine Chinese Art, 14 May 2015, lot 72. Baccarat also produced a different model of a standing bronze elephant which was used to support vases of enamelled or engraved glass, see the Petit Palais exhibition catalogue, *Baccarat, La Légende du Cristal*, Paris 2014/2015, p.55, bottom right.





58

A BACCARAT MOULDED AND FROSTED GLASS CLOCK GARNITURE, CIRCA 1880

Comprising a central clock case formed from three sections heavily embossed in Louis XV style, with lion masks at the side and surmounted with the frosted figure of Cupid emblematic of Literature, flanked by two figural candelabra with branches for three lights hung with prismatic drops (two minor drops lacking), held aloft by frosted figures of Cupids holding urns, raised on fluted bases and separate circular glass stands similarly part-frosted and acid etched on the tops with a pattern of Classical palmettes, *the clock 41cm high, the candelabra 47.5cm high including the separate stands*, the interior of the figure and feet of the candelabra embossed with the mark BACCARAT (7)

£6,000 - 8,000
 €7,000 - 9,400
 US\$7,400 - 9,900

59

A BACCARAT GLASS, SILVERED AND GILDED MIROIR DE TOILETTE, LATE 19TH CENTURY

The hinged and bevelled mirror framed in gilded bronze surmounted by a laurel spray in oxidised silver, the frosted glass column supports in the form of cherubs holding urns, two pivoted candle branches beneath set with moulded glass drip pans, the mirrored base set into a rectangular tray with scroll feet and side handles also silvered and gilded and embossed with female masks, *47.5cm high, 52cm wide across handles*

£6,000 - 8,000
 €7,000 - 9,400
 US\$7,400 - 9,900





60

A BACCARAT ENAMELLED OPALINE GLASS JARDINIÈRE, CIRCA 1870

Of plain U-shape with a distinct swelling band beneath the everted lip painted with a baroque shell and scroll border *en camieu rose* edged with gold lines, the body painted with a continuous woodland scene including two maidens bathing, a swan swimming on a stream beside them, 30cm high

£7,000 - 9,000

€8,200 - 11,000

US\$8,700 - 11,000

This shape, known as a *Vase Cratère* was introduced by Baccarat in 1867 and was usually issued with additional trailed handles. Example with acid cameo decoration were sold by Bonhams 17 December 2008, lot 467 and 18 May 2016, lot 239. Enamelled decoration is rarely seen on Baccarat opaline glass and this may be the work of an independent enameller such as Jean-Francois Robert.

61

A BACCARAT FOUR SEASONS DECANTER AND STOPPER, 20TH CENTURY

The polished clear glass bottle of square section enclosed by a gilded filigree cagework in *Empire* style, two sides with gilded panels representing Winter and Spring, the alternate sides set with cameo medallions moulded with female portraits in green glass, the stopper with further cagework including vignettes of the four seasons, 24cm high, acid etched factory mark Baccarat France, the stopper and base both numbered 24 (2)

£2,000 - 3,000

€2,300 - 3,500

US\$2,500 - 3,700





62 W TP

A FINE 19TH CENTURY SILK HERIZ CARPET

North west Persia,

the central panel containing an interlace of split-palmettes and flowerheads, surrounded by a band of inscriptions interspersed by vegetal motifs, the border with a band of large flowerheads on a ground of floral interlace,
291cm x 216cm

£30,000 - 40,000

€35,000 - 47,000

US\$37,000 - 50,000

Inscriptions: a selection of couplets from a *qasidah* in praise of Shah Shuja', ruler of Fars (1358-1384) and attributed to Hafiz, as follows:

*Royal Highness,
Fledgling King,
The world in your hands,
Brave King,
Sun of the nation,
Your crown is the crown of Darius.
The earth was as paradise by virtue of your deeds,
Your benevolent deeds.*

*You, King of the Earth,
The nation and the sun will revere you.
Your might is more glorious than the might of Kind Dara and Kasra.
King Jamshid and Key-Ghobad envy your rank.
Your crown is as the crown of Darius.
Your countenance is as the soul of the world and the world of the soul.
To serve you bestows upon me inner peace.*

*In proclaiming your deeds, my name has attained everlasting life.
My wish is that this ornate work of art, my gift to you, shall unfurl-a vault-to shield
your court.
Your countenance is as the soul of the world and the world of the soul.
You are an ideal justice.*

63 TP W

AFTER FRANÇOIS GIRARDON (FRENCH, 1628-1715: AN IMPRESSIVE LATE 19TH CENTURY FRENCH EQUESTRIAN BRONZE OF 'LOUIS XIV ON HORSEBACK'

the king wearing a long curling wig and depicted as a Roman emperor sitting astride his mount, on rectangular base, signed to one side Louis XIV par *Girardon*, dark brown patination, 107.5 cm high

£15,000 - 20,000
€18,000 - 23,000
US\$19,000 - 25,000

Provenance:

Private Spanish collection

The present lot is a bronze reduction of the monumental equestrian statue of Louis XVI that once stood in the Place Louis-le-Grand (now the Place Vendôme) but was destroyed in 1792 during the turmoil of the post revolution years.

Designed by the sculptor Francois Girardon, the statue which stood over seven metres high was conceived as the centrepiece to the square and was commissioned by Louis XIV's war minister the Marquis de Louvois in honour of the king and created by the architect Jules Hardouin-Mansart. Began in 1685, the square and the statue were themselves created to usurp the magnificence of the nearby Place des Victoires which had similarly been commissioned (in this case by the Duc de La Feuillade) in honour of the king and created in 1679, this time with an equestrian centrepiece of the King by the sculptor Martin Desjardins.

Girardon worked on the model from 1685 to 1687 and depicted Louis XIV as a Roman emperor in the manner of antique classical statues albeit wearing a contemporary voluminous long curling wig. The king with lofty and imperial stance sits astride his mount with no saddle and stirrups to show the mastery of his horsemanship and his saddlecloth is edged with fleurs-de-lis whilst his horse tramples the sword and shield of a defeated enemy. However, the production of the full-size bronze was initially found almost impossible to achieve as France did not possess the mastery of the founders of the Italian Renaissance. A lost-wax cast was eventually created in 1692 by Balthazar Keller, a Swiss founder living in France and it was a technical tour de force requiring a gigantic, complex mould. The cast which took eighty thousand pounds of bronze, was a total success and unanimously admired but it was not set upon its pedestal until 1699.

Several contemporary reductions of the work were made, all mostly measuring around 100cm high, some of them on the initiative of Girardon but the majority were anonymous. However, the Louvre in Paris holds the only signed reduction cast by Girardon.



64 W TP

HOLME CARDWELL (BRITISH, 1813-1895): A MONUMENTAL CARVED WHITE MARBLE FIGURE OF DIANA THE HUNTRESS

the large than life-size barefoot nude goddess resting against a draped rustic tree stump, her bow and quiver and sandals to one side, on naturalistic integral square base, signed to one side *HOLME CARDWELL OF MANCHESTER, Sculpt. ROME 1862*, and raised on a later green marble moulded stepped square plinth, *the figure, 187cm high, the plinth, 42cm high (2)*

£30,000 - 50,000

€35,000 - 59,000

US\$37,000 - 62,000

Provenance

Exhibited at the International Exhibition, London 1862, British Division, Class XXXIX, sculpture, models, die-sinking and intaglios, Section B – living artist.

Listed as property of artist

See *International Exhibition 1862, Official Catalogue*, p. 143, Trusscot, son and Simmons, London, (National Art Library)

Formerly in the collection of Lord Charles Forte of Ripley (British-Italian, 1908-2007), entrepreneur, restaurateur, hotelier and founder of the Trust House Forte Hotel Group

The statue was then installed for the opening of the Ninety Park Lane restaurant in 1982. It was later removed to the Grosvenor House Hotel, Park Lane when the restaurant was purchased by Nico Ladenis and renamed Chez Nico at Ninety in 1992.

Born in Manchester in 1813, Cardwell attended the Royal Academy School in 1834 and was admitted to the Royal Academy on the recommendation of the revered English sculptor Sir Francis Chantrey (1781-1841) where he exhibited several portrait busts between 1837 and 1840 and was awarded a silver medal in 1839. He travelled to Paris to study under the French sculptor and medallist David d'Angers (1788-1856) for three years distinguishing himself at the Académie Royale before moving to Rome where he was to stay on and off for the greater part of his life to continue to study with the hope of accepting lucrative commissions. Whilst residing in the city he also became acquainted with the various ex-patriot British sculptors living and working within the city including the renowned Welsh sculptor Sir John Gibson (1790-1866) and in 1844 a visitor to Cardwell's studio mentioned that the sculptor had just arrived in the city and was working on a group of 'Greyhounds Playing' which showed 'a keen observation of Nature and great power'.

Working in the highly fashionable late neo-classical style Cardwell produced a series of large scale classical marble figures and groups during the 1850's and 60's including a figure of 'Sabrina' in 1855 which is now in the Hove museum and a further figure of 'Venus Victrix' now in the Manchester Art Gallery. Cardwell's figural group of 'Cupid and Pan' was lent by its then owner John Malcolm to the International Exhibition of 1862, London and is now in the Victoria and Albert Museum.

Dating to the same year, 1862, and also exhibited in the same exhibition, Cardwell's statue of Diana is depicted resting by a tree stump about to bathe. Undoubtedly influenced by the great sculptural works of the antique period, Cardwell makes this further large scale marble figure previously thought to have been lost, a typical idealised representation of a goddess of the classical world. Dated to 1862 and exhibited in Rome, the piece is signed Holme Cardwell of Manchester perhaps showing the sculptors pride at his place of birth or possibly the origin of the actual commission.

Related Literature

R. Gunnis, *Dictionary of British Sculptors 1660-1851*, The Abbey Library, London, p 78.

D. Bilbey & M. Trusted, *British Sculpture 1470-2000 A Concise Catalogue of the Collection of the Victoria and Albert Museum*, V&A Publications, London, 2002, page 232.

Mapping the Practise and Profession of Sculpture in Britain and Ireland 1851-1951, University of Glasgow History of Art and HATII online database 2011





65

A THIRD QUARTER 19TH CENTURY ROMAN MICRO MOSAIC TONDO PANEL DEPICTING A VIEW OF THE BASILICA OF ST PETER'S IN ROME

probably attributable to the workshop of Biagio Barzotti the view incorporating an unusual terrace and rooftop foreground with two figures of a lady and a gentleman to the left hand side, the whole set within a black marble and malachite border and mounted within a carved and moulded giltwood and composition Florentine style tooled square frame, the frame possibly manufactured by S. Masa of Via del Corso, Rome, *the panel, 31cm diameter, the frame, 49cm x 49cm overall*

£10,000 - 15,000
€12,000 - 18,000
US\$12,000 - 19,000

Provenance
 Property of a Gentleman

This attractive micro mosaic panel depicting a typical Grand Tour view of St Peters square unusually shows a more elaborate foreground of a rooftop and terrace with elegant figures surveying the vista. Although non-conclusive, the costume of the lady in the pink would perhaps suggest a date somewhere in the region of 1850-65 when the fashion for full crinoline skirts reached their most

exaggerated. However, it could be that the panel was manufactured at a slightly later date when fashions in the real world had already moved on as the craftsman may not have caught up with the changes in fashionable modes of ladies' dress.

The popularity of St Peter's Square as a major tourist destination is attested by the numerous micromosaic souvenir depictions of the view made which were made by local craftsmen and studios and sold to the cities many visitors.

A comparable panel almost certainly by the same maker and depicting an identical view of the square but with slightly different figures to the foreground is illustrated in Christopher Payne's book 'European Furniture of the 19th Century', Antique Collectors Club, 2013, page 392. The frame of this panel incorporates single floral roundels to each corner rather than the perhaps more attractive scrolling tooled motifs of the present lot. However, as the frame illustrated in the book bears the remnants of a paper label for the frame maker 'S Masa of the via del Corso' with a date of 1870-71, the author suggests an even later date of the 1880's and this may in itself suggest that the current lot is actually of a slightly later date than one would initially presume. A further panel depicting the same view but with more a simplified terrace foreground with figures is illustrated in Jeanette Hanisee Gabriel's catalogue for The Gilbert Collection, Phillip Wilson, 2000.

Related Literature

Payne, Christopher, 'European Furniture of the 19th Century', Antique Collectors Club, 2013, p. 292
 Gabriel, Jeanette Hanisee, 'The Gilbert Collection, Micromosaics' Phillip Wilson, 2000, pl. 92, p. 160

HIRAM POWERS (AMERICAN, 1805-1873): A CARVED WHITE MARBLE BUST OF PROSERPINE

the classical maiden looking slightly to dexter depicted emerging from a border of acanthus leaves, signed to the underside of the bust verso
H. POWERS, Sculpt., on corresponding acanthus carved oval socle base, 62cm high approximately

£25,000 - 35,000

€29,000 - 41,000

US\$31,000 - 43,000

Provenance

Acquired by the vendor whilst working in the building trade in the North East of England approximately forty years again.

Arguably one of the greatest American sculptors of the 19th century, Hiram Powers first achieved international recognition for his near life-size figure of 'The Greek Slave' in 1844. It became one of the most famous Orientalist works of art in the world and was taken on a tour of America in the late 1840's, as well as holding pride of place in the United States contribution to the Great Exhibition of 1851 in London.

Powers was a Swedenborgian or 'New Churchman' believing that 'the legitimate aim of art should be spiritual and not animal' and that 'the natural body was merely a veil over the soul and spiritual body'. This belief inspired him to create 'ideal' sculpture representing an archetypal beauty which is certainly obvious in the present lot.

Proserpine was the daughter of Ceres (Summer) and the goddess of Spring. According to classical myth she was abducted by Pluto, the god of the underworld and held prisoner for four months, her release ending Winter and inducing the start of Spring. Power's bust of 'Proserpine' was perhaps his most popular sculpture and was conceived as the second of a pair of classical busts. The sculptor had been considering a pendant ideal bust to pair with his bust of 'Genevra' which was completed in 1838 but did not begin actual work on his bust of 'Proserpine' until receiving a commission from Philadelphia publisher Edward L. Carey in 1843. His first version of the model depicted Proserpine emerging from a basket of spring flowers and this version is now in the Philadelphia Museum of Art (acc.no. 1978-18-1a). However, because of the work involved with carving the intricate flowers of this version, his second version replaced them with acanthus leaves and a similarly decorated socle. The bust

proved so popular that Powers created numerous examples, offering them in life-size and two-thirds' life size models. The demand was however so great in the end that he altered the bust again in 1849, removing the acanthus leaves and the replacing them with a simple beaded border, for which he charged a reduced fee. There is an example of the second version with acanthus leaves in the Washington D.C., NMAA, and of the third version with beaded border in Washington, Joseph H. Hirshhorn Museum and Sculpture Garden. Reduced versions are also known, which omit the bust and depict only the head and shoulders. An example is in the Albright-Knox Art Gallery, Buffalo, N.Y.

Related Literature

R. P. Wunder, *Hiram Powers Vermont Sculptor, 1805 -1873*, Newark, Delaware, 1990, page 187-204.

A very similar bust of 'Proserpine' was sold in these rooms on the 13th December 2012, Fine European Furniture, Sculpture & Works of Art as lot 227 for £40,000 plus BP.

Further busts of the same model were sold at Christie's New York on the 1 December 2005 as lot 79, and Christie's New York, 19 May 2005 as lot 154.



67 TP

**A PAIR OF LARGE ITALIAN MID 18TH CENTURY GILTWOOD
'PORTEGO' SOFAS**

circa 1740, possibly Roman

Each with a shaped back, the top rail carved with flowers, scrolled acanthus and two projecting classical end masks centred by a Flora mask surmounted with an acanthus spray cresting, with foliate wrapped, volute scroll and Green Man mask carved arm supports, above a pierced *rocaille*, floral and acanthus apron, on four winged harpie caryatid carved scrolled legs and two central scrolled legs, the front leg carved with a *grotescho* mask, *each sofa approximately: 301cm wide. (2)*

£40,000 - 60,000

€47,000 - 70,000

US\$50,000 - 74,000

Provenance

The National Galleries of Scotland.

The sculptural quality and strong scrolled emphasis of the carving on the offered pair of sofas suggest they are probably of Roman origin. Added to this, the various carved classical and *groteschi* masks are recurrent elements on a great deal of furniture produced by Roman cabinet makers during the 18th century. While the caryatids carved to the front end legs, as well as these interspersed masks, together establish an appearance reminiscent of the Baroque. This is perhaps also indicative of a typical Roman interpretation of the Rococo, the fashionable style already burgeoning across Europe in circa 1740, when the offered lot was most likely executed.

Due to the impressive proportions of these sofas, one can assume that they were originally made for a *Palazzo* and most likely for a large space such as a *Portego*, which in the 18th century tended to be a grandiose reception room or significant entrance hall with long walls.







68 AR TP

RON ARAD

A set of ten Horns chairs designed in 1985 and executed 1986 by One Off Ltd.

Single-piece steel on rod and horn tubular supports, 38cm wide, 42cm deep, 109cm high (14 1/2in wide, 16 1/2in deep, 42 1/2in high).

£25,000 - 35,000

€29,000 - 41,000

US\$31,000 - 43,000

This set of Horns chairs forms part of a larger commission by Ron Arad and Danny Lane in 1986, for the interior and furnishings of the offices of design consultants, Bureaux at their premises Wapping Wall, London.

Literature: Dejan Sudjic, 'Ron Arad: Restless Furniture', published by Fourth Estate, February 1989. The Bureaux project is discussed and illustrated p91-93, one of the present Horns chairs is illustrated in situ on p92.





69 TP

RON ARAD

'Paved With Good Intentions' designed and executed in 2005 by Ron Arad Associates, London

Organic mirror-polished single piece back and top, cast with '31 R Arad 2005' to the edge of the table, 287cm wide, 94cm deep, 91cm high (112 1/2in wide, 37in deep, 35 1/2in high).

£25,000 - 35,000

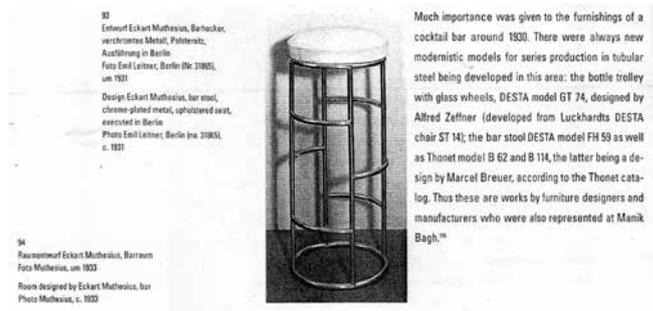
€29,000 - 41,000

US\$31,000 - 43,000

Provenance

Exhibited at the Barry Friedman Gallery, 'Paved With Good Intentions', December 2005, Design Miami, Miami. The present piece was one of sixty-nine unique works designed to challenge the viewers preconceived perceptions of space and form.

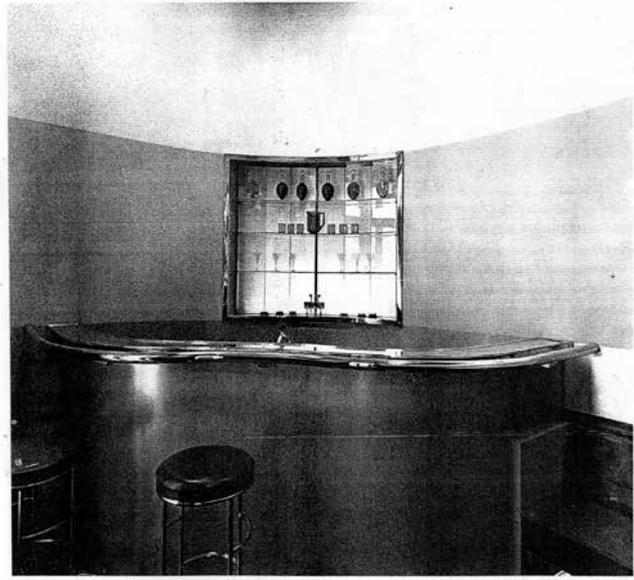




93
Entwurf Eckart Muthesius, Barhocker,
verschraubtes Metall, Polsterstuhl,
Ausführung in Berlin
Foto Emil Lehtner, Berlin (No. 31865),
um 1931
Design Eckart Muthesius, bar stool,
chrome-plated metal, upholstered seat,
executed in Berlin
Photo Emil Lehtner, Berlin (no. 31865),
c. 1931

Much importance was given to the furnishings of a cocktail bar around 1930. There were always new modernistic models for series production in tubular steel being developed in this area: the bottle trolley with glass wheels, DESTA model GT 74, designed by Alfred Zeffner (developed from Luckhardts DESTA chair ST 14); the bar stool DESTA model FH 59 as well as Thonet model B 62 and B 114, the latter being a design by Marcel Breuer, according to the Thonet catalog. Thus these are works by furniture designers and manufacturers who were also represented at Manik Bagh.¹⁶

94
Raumentwurf Eckart Muthesius, Barraum
Foto Muthesius, um 1933
Room designed by Eckart Muthesius, bar
Photo Muthesius, c. 1933



In 1930, Eckart Muthesius, son of famous architect Hermann Muthesius, was commissioned to build and furnish the modernist palace 'Manik Bagh' meaning 'Jewel Gardens', to be the family residence of the new Maharaja of Indore, Yeshwant Rao Holkar II.

Prince Yeshwant Rao Holkar was educated in England, first at Christchurch, then at Oxford; he took over the reign of the Indian Maratha state of Indore (population 1.2 million) in May 1930, after his father had abdicated.

An art enthusiast, oriented towards the Western avant-garde in Paris and the rest of Europe, the palace evolved into a work of art... modernism as typified by Muthesius and his client, stands in contrast to the representative, decorative style of the 1920s... representing with elegance and a cool functionalism, the international style of the early 1930s. (<http://www.centralexciseindore.nic.in/AboutManik.htm>)

Inspired by his father Hermann and his godfather Charles Rennie Mackintosh, Muthesius' design philosophy united elegance, simplicity, and comfort with the emerging Modern style. (Reto Niggli, Eckart Muthesius 1930: The Maharaja's Palace in Indore, Architecture and Interior, Stuttgart, 1996, p. 11).

Manik Bagh aroused much interest in the early 1930s. Photographs of the residence, its architect, and also inhabitants, the young maharaja family were published in the International press. Such journals as Fortune, The Illustrated Times of India, and aside from many others, also the Berliner Illustrate, brought photographic reports on this unusual sovereign seat. (<http://www.centralexciseindore.nic.in/AboutManik.htm>)





70 * TP

A PAIR OF BAR STOOLS BY ECKART MUTHESIUS (GERMAN, 1904-1989)

COMMISSIONED BY HH MAHARAJA YESHWANT RAO HOLKAR II, 1930

vertical and horizontal tubular chrome plated metal framework; with circular upholstered black leather seats
86cm high, 41cm diam (inc. seat) (2)

£120,000 - 150,000

€140,000 - 180,000

US\$150,000 - 190,000

Provenance

HH Maharaja Yeshwant Rao Holkar II of Indore, Manik Bagh Palace
His daughter HH Maharani Usha Raje Holkar
Private collection, Mumbai

Literature

Illustrated on page 98 of "Eckart Muthesius 1930" by Reto Niggli, 1996, Arnoldsche Press.

Related auctions

Much of the contents of the palace was sold on the 25th May 1980 in Sotheby's 'Mobilier Moderniste; Provenant du Palais Maharaja d'Indore' auction held in Monte Carlo.

The cocktail bar and two other stools were offered on the 22nd November 2011 in Sotheby's 'Decorative Arts of the Twentieth Century, Contemporary and Design' in Paris.





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A PRIVATE COLLECTION OF PAUL STORR

71

A FINE SET OF FOUR GEORGE III SILVER CANDLESTICKS

by Paul Storr, London 1815

The fluted knopped stems with scroll, shell and mask decoration, with detachable drip-pans, the shaped-circular bases with further masks together with floral and foliate ornament, engraved with arms and crests, height 25cm, weight 116oz. (4)

£20,000 - 30,000

€23,000 - 35,000

US\$25,000 - 37,000

The shield of Taylor of Erlestoke, Wilts., and Lysson Hall, Jamaica quartering Watson of Edinburgh with supporters granted in 1815 to George Watson-Taylor (né Watson) on his adoption of the original name.

George Watson (1771-1841) was the son of a Jamaican plantation owner. He married Anna Susanna Taylor, who inherited the vast wealth of her brother Sir Simon Bissett Taylor Bt. in 1810. The change in fortunes was summed up thus by Lady Charlotte Bury:

What a wonderful change of fortunes for these persons! - from having had an income of two to three thousand a year, with tastes far beyond such limits, to almost boundless and unequalled riches! It is said they are full of projects of splendour and enjoyment.

Two of these notable projects were the purchase of Erlestoke in 1819 for £200,000 and in the same year a property in Cavendish Square for £20,000, spending a further £48,000 on its decoration. Watson-Taylor became known as a great art collector and connoisseur, featuring in Pieter Christoffel Wonder's Patrons and Lovers of Art as the kneeling figure. Out of a desire to protect his West Indian interests, he began a successful political career, and was MP for Newport, Seaford, East Looe and Devizes.



(detail)



The declining sugar trade in Jamaica and the abolition of the slave trade brought financial difficulties. This, combined with his profligacy, compelled Watson-Taylor to sell his collections and his London residences. The sale of his Grafton Street house contents (excluding the dining table silver) was handled by the auctioneer George Robbins. One lot that excited interest was solid silver fire equipage including a shovel, tongs and poker which prompted one commentator in *The Examiner* to write:

Here we have an instance of the vulgarity which seeks admiration by the mere display of wealth, and endeavours to excite exclamations, not 'how admirable in form and execution!', 'what tasteful specimens of art are these ornaments!' but exclamations of low wonder: 'a poker of real silver!', 'all solid!', 'how rich he must be!'. It has been said that the Tories have no sense of economy; they however, atone for this deficiency, by displaying a singular economy of sense.

The sale of the table silver, which included the candlesticks of the present lot, was carried out by Christie and Manson on 28th and 29th June 1832. It was described in a contemporary newspaper advertisement as *'...the very magnificent and complete table service of silver plate, weighing upwards of 18,000 ounces, of George Watson-Taylor Esq., the whole of which was executed by Messrs. Rundell and Bridge, from the most elegant and costly design, prepared expressly for this service.'*

The sale catalogue entries suggest that the current four were part of an original set of eighteen, describing them as *'...candlesticks of rich old pattern, beautifully chased with masks and foliage in the boldest taste.'*

The original total of eighteen candlesticks is supported by letters stamped on the bases of the current lot: A, H, I and one which is indecipherable. It could be that each candlestick was marked with its corresponding letter from A to R.

Literature

A set of four candlesticks of this design is illustrated in Hartop, *'Art in Industry: The Silver of Paul Storr'*, Cambridge 2015, page 83.

Image courtesy of National Portrait Gallery, London.



72

A LARGE GEORGE III SILVER CANDLESTICK

by Paul Storr, London 1810

The detachable drip-pan on a basket-weave nozzle, the tapering stem with applied anthemion and fern leaf ornament, the spreading base with acanthus leaf decoration, *height 35cm, weight 41oz.*

£8,000 - 12,000

€9,400 - 14,000

US\$9,900 - 15,000

73

A LARGE PAIR OF GEORGE III SILVER CANDLESTICKS

by Paul Storr, London 1813

Fluted knopped stems with shell and scroll decoration, with detachable drip-pans, the shaped-circular bases with acanthus leaf and scroll ornament, crested, *height 29.5cm, weight 74oz. (2)*

£15,000 - 20,000

€18,000 - 23,000

US\$19,000 - 25,000

The design of the present lot bears many similarities to a set of four candlesticks with the maker's mark of Jonathan Alleine, and hallmarked for London 1750, sold in these rooms on 19th June 2013, lot 176.

Paul Storr produced many castings from 18th century originals; Paul de Lamerie and Paul Crespin were two silversmiths whose work he is known to have had copied. Christopher Hartop writes in *The Silver of Paul Storr*, p.78: 'Casting had been such an important element in rococo silver that when the taste for naturalistic ornament and a nostalgia for the restless movement of the rococo gathered momentum in the second decade of the nineteenth century, casting became ever more important in the Storr workshop.'





74

A PAIR OF GEORGE III SILVER WINE COOLERS

by Paul Storr, London 1815

Campana form, with detachable liners and rims, the rims with guilloche borders, the coolers with bands of gadrooning, lotus and anthemion, and leaf and dart decoration, the handles centred by acanthus leaves, engraved with the arms of ANTROBUS, height 25.5cm, weight 204oz. (2)

£40,000 - 60,000

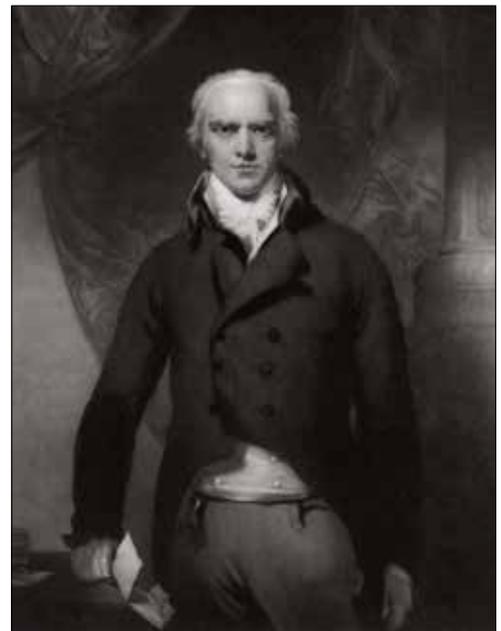
€47,000 - 70,000

US\$50,000 - 74,000

The arms are those of Sir Edmund Antrobus, FRS, FSA, created a baronet in 1815. Considering the date of these wine coolers, they may well have been purchased to commemorate the event.

Born in Congleton, Cheshire, in 1752, Edmund's father Philip Antrobus was involved in the dying business, and mayor of that town on three occasions. Using his business connections in London, he secured a job for Edmund as a clerk in Coutts bank. He evidently gained the trust and respect of its founder, Thomas Coutts, as he was later made partner and appeared as an executor in his will.

With his increasing wealth (later estimated at £70,000) Antrobus managed to buy back the family seat, Antrobus Hall, which had been sold by his ancestor Henry Antrobus in 1460. Edmund was unmarried at the time of his death in 1826, and so his baronetcy was passed on to his nephew of the same name by special remainder.



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75 W TP

AN ITALIAN 17TH CENTURY PIETRA DURA AND MARBLE PANEL

on a later cast-iron stand

inlaid with an assortment of marbles including Rouge Griotte, Siena, Verde Antico, Portor and Brocatelle, the shaped, scrolled and acanthus carved raised moulded strapwork tablets centred by a shaped and scrolled cartouche, with a moulded border and rounded angles each inlaid with a lotus-leaf tablet, the later stand comprising four square section and pierced baluster supports, *typical restorations, the marble panel: 184cm wide x 79cm deep; the stand: 156cm wide x 57cm deep; height of table including the marble top: 66cm.*

£30,000 - 50,000

€35,000 - 59,000

US\$37,000 - 62,000

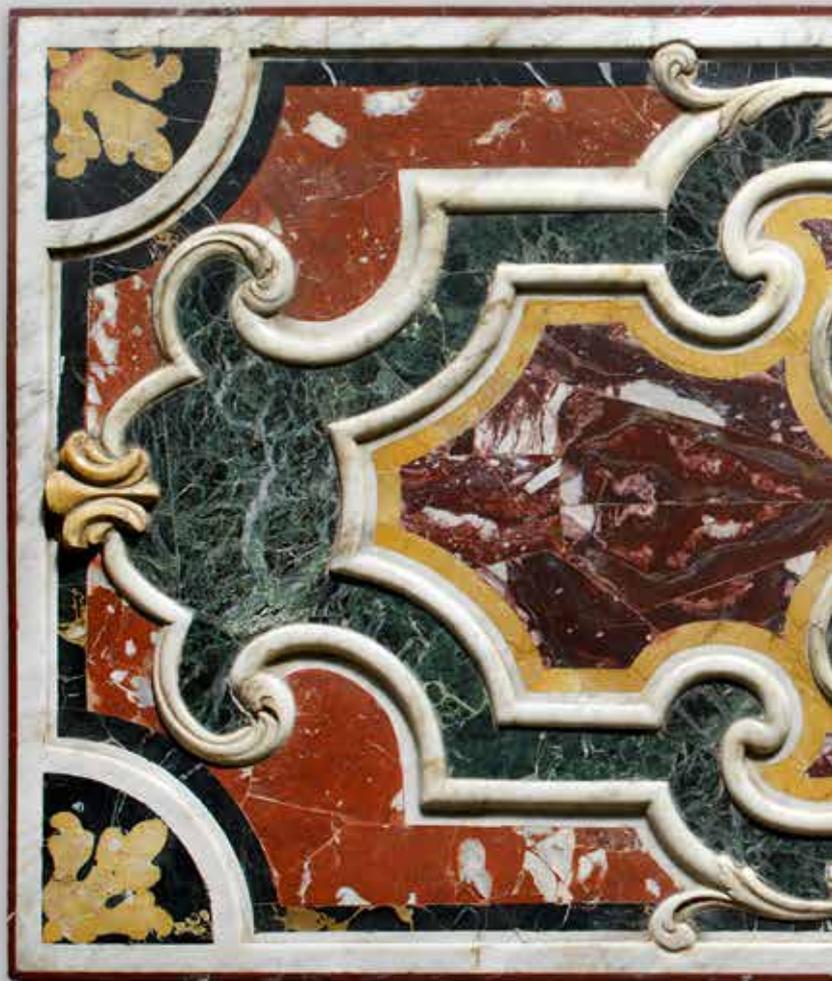
Related Italian 17th century pietra dura panels include those illustrated in A. M. Massinelli, *The Gilbert Collection, Hardstones*, 2000, London, fig. 41, p. 124. Each one comprises contrasting raised or relief marble and flat marble areas together with lotus-leaf inlaid highlights, as on the present lot. While these comparables, along with the offered example, most likely originally formed part of a grandiose Baroque church altar or interior.

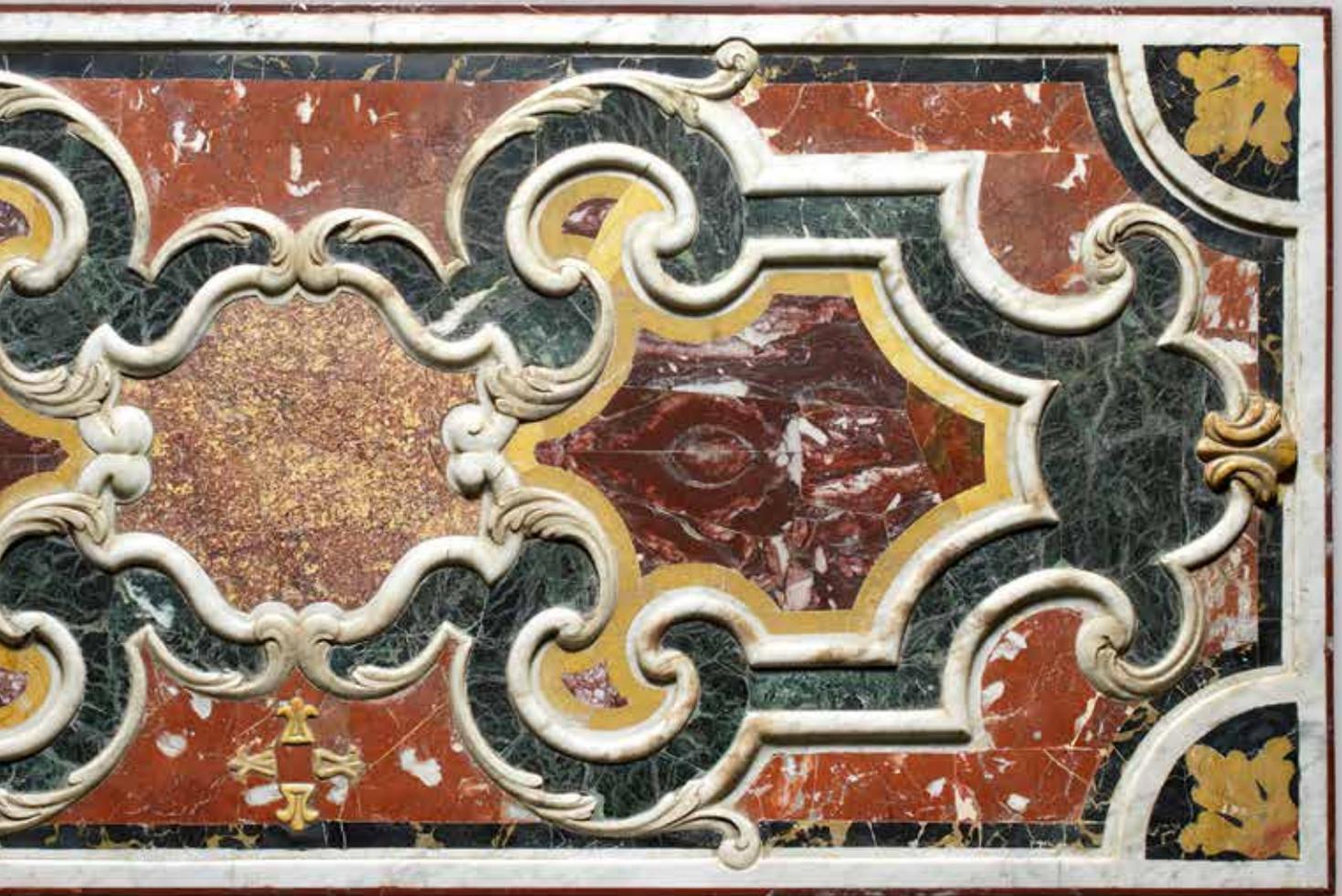
Despite such marble decoration being a recurrent feature inside numerous Tuscan churches, the type of stylised inlaid fields in tandem with raised or moulded segments which appear on both the present model and the aforementioned panels, can also be found in some Roman church interiors dating from the same period. Of particular note, examples of this kind of work punctuate the altar and walls of Caetani chapel in Santa Pudenza, Rome.

However, the combination of flat and relief marble surfaces with the type of inlaid stylised lotus-leaf or palmette motifs, characteristic of both the Masinelli panels and the offered pietra dura slab, suggests these are possibly of Neapolitan origin. Consequently one might also legitimately assume that works of this nature were probably influenced by the output of Cosimo Fanzago (1591-1678), perhaps the most renowned Neapolitan architect and sculptor of the 17th century, who was celebrated for his innovative and dynamic use and manipulation of marble.

Literature

A. M. Massinelli, *The Gilbert Collection, Hardstones*, 2000, London.





76 TP

A LOUIS XV ORMOLU MOUNTED KINGWOOD AND TULIPWOOD BOMBE SERPENTINE COMMODE BY LOUIS NOEL MALLE (1734-1782)

probably partially re-mounted

The rouge griotte marble top above two short drawers each inlaid with a quarter veneered tablet flanking a small central drawer with a secret peg lock to one side, over two long drawers, each inlaid with two quarter veneered tablets flanking a central line-inlaid tablet, the angles headed with classical female *espagnolettes*, with a shaped apron, on splayed square section legs, *stamped: 'L.N. MALLE'*. 139cm wide x 67cm deep x 89cm high, (54 1/2in wide x 26in deep x 35in high)

£8,000 - 12,000

€9,400 - 14,000

US\$9,900 - 15,000

Louis Noel Malle, *maitre* 18 November 1765.

During the mid-18th century L.N. Malle established his firm, like many of the foremost French cabinet makers of the 18th and 19th centuries, on the Rue du Faubourg Saint Antoine in Paris. From this most fashionable address, Malle ran a prestigious furniture workshop and business.

Some mid-18th century bombe commodes, essentially in a late Regence style, are recorded among an assorted group of recognised Malle pieces, while a comparable model to the present lot is illustrated in P. Kjellberg, *Le Mobilier Francais du XVIIIeme Siecle*, 1989, Paris, p. 546. Later, a 1772 publication of *L'Almanach General des Marchands* (The Merchant's Almanac) notes that Malle was by that time renowned for producing:

'.. des ouvrages de rapport avec l'ebene, l'olivier et les autres bois de couleur, ainsi que l'ecaille et la nacre.'

In fact, during the Transitional or late Louis XV period, Malle was widely known for his use of finely executed cube parquetry, however there are also some examples of Malle commodes which have prominent central cartouches inlaid with flowers and encompassed by cube inlay. Following his death in 1782, Malle's wife kept the business going until the French Revolution started in 1789.

Literature

P. Kjellberg, *Le Mobilier Francais du XVIIIeme Siecle*, 1989, Paris.

See Bonhams.com for stamp detail.



77 TP

**A PAIR OF GEORGE III CARVED MAHOGANY OPEN
ARMCHAIRS**

circa 1760

each with an arched back, curved acanthus clasped and *cabochon* embedded arm supports, above scroll carved scrolling arm terminals, on foliate, *cabochon* and scroll carved channelled front legs terminating in scroll feet, with scroll eared cabriole back legs, *each chair: 71cm wide. (2)*

£8,000 - 12,000

€9,400 - 14,000

US\$9,900 - 15,000



78

A NAPOLEON III 'ALLEGORY OF GEOGRAPHY AND ASTRONOMY' GILT BRONZE FIGURAL MANTEL CLOCK

in the Louis XVI style, the dial and backplate signed Marquis A Paris the drum case with 6.5" signed white enamel Roman dial with outer Arabic minutes on pedestal support surmounted by a campana urn with annular date aperture and flanked by a seated classical maiden, young Cupid flanking the opposing side holding an oval plaque and a sundial, a globe to the foreground, on bow-front plinth base and toupee feet, the brass twin train movement strike on bell, the signed backplate with pastille mark and numbered 142, 67cm high

£10,000 - 15,000

€12,000 - 18,000

US\$12,000 - 19,000



79 W TP

LUIGI BISTOLFI (ITALIAN, FL. LATE 19TH CENTURY): AN UNUSUAL CARVED WHITE MARBLE BUST ENTITLED 'COMPAGNIE DI SVENTURA!'

depicting a young girl holding a chimpanzee, signed to one shoulder *LUIGI BISTOLFI SC. ROMA* and raised on moulded grey marble square socle with inscribed title *COMPAGNI DI SVENTURA!*, together with a matching grey marble shallow square plinth and a white and rouge marble sectional dwarf column pedestal, *the bust, 74cm high, the square plinth, 7cm high, the pedestal, 53cm high*

£10,000 - 15,000

€12,000 - 18,000

US\$12,000 - 19,000

The fascination for exotic pets, particularly monkeys as companions in the popular arts was an enduring theme in Europe from the 16th century onwards. By the close of the 19th century general advancements in the zoological identification of primates in the far outreaches of the Africa, Asia and South America led to the general public being both aware and well able to recognise and identify the species of not only monkeys but of apes, gorillas, chimpanzees and orangutans.

The French animalier sculptor Emmanuel *Frémiet* (1824-1910) particularly specialised in depicting the extreme behaviour of these primates, most noticeably of apes and orangutans with his near barbaric sculptures of 'Gorilla Carrying of a Woman' in 1887 and 'Borneo Savage' of 1895 which was commissioned by the Paris Museum of Natural History.

However a more sentimentalised depiction was also fashionable and the current lot, showing a young girl and her mischievous companion, could have possibly been created by the sculptor to commemorate the opening of the 'Bioparco di Roma' in 1911 which was Rome's first zoological garden located in the grounds of the Villa Borghese estate.

Unlike other European city zoos which were created for the advancement of scientific research, Rome's zoo was designed for the entertainment and amusement of the people and this ideology can be seen in the whimsical approach to the subject matter of the current lot.





80 TP

A LOUIS XV PASTORAL TAPESTRY

possibly Aubusson,

woven in wools and silks, depicting a group of courtly lovers gesticulating among themselves, comprising three ladies and two gentlemen with another young man kneeling with his head on the lap of one lady, with a shepherdess rushing towards the group with sheep in attendance, amidst a wooded landscape with classical ruins and a stream, within an acanthus wrapped lozenge trellis border with cartouche angles,
392cm x 296cm

£6,000 - 8,000

€7,000 - 9,400

US\$7,400 - 9,900



81 TP

**A FRANCO-FLEMISH MID-16TH CENTURY
ALLEGORICAL TAPESTRY**

Woven in wools and silks, depicting the 'Garden of Love' with figures of Sensual Pleasure, Venus, Self-Love and Labour each dressed in contemporary courtly attire and seated at a cloth draped table, with a recumbent female figure to the foreground and the same allegorical figures being ushered into a chateau by Labour in the background, amidst a rural landscape with a city in the distance, within a fruiting floral and foliate border,

320cm x 317cm

£10,000 - 15,000

€12,000 - 18,000

US\$12,000 - 19,000

82 Y

PIERRE JEANNERET

A desk designed for the Administrative buildings c.1957 and chair designed c.1955, Chandigarh, north India

The Indian rosewood desk with black inset writing surface, drawer and pigeon holes to the reverse; the chair with solid Indian rosewood frame and woven cane back and seat with detachable seat cushion, 121cm wide, 84cm deep, 179cm high (47 1/2in wide, 33in deep, 70.5in high).

£10,000 - 15,000

€12,000 - 18,000

US\$12,000 - 19,000

Provenance

Acquired from Chandigarh.

Literature: Patrick Seguin, 'Le Corbusier, Pierre Jeanneret, Chandigarh India' published Galerie Patrick Seguin, Paris 2014, p288.







83

SHIRO KURAMATA

A pair of 'three-legged B' chairs, designed c.1986, manufactured by UMS Pastoe, Netherlands

Black enamelled tubular-steel frame, circular oak veneered seats 67cm wide x 44cm deep x 77.5cm high, (26in wide x 17in deep x 30 1/2in high)

£4,000 - 6,000

€4,700 - 7,000

US\$5,000 - 7,400



84

MARC NEWSON

Felt chair, designed 1989, Limited edition 2005

Fibre-glass, steel, bears maker's plaque FELT CHAIR LIMITED

EDITION 2005/ MARC NEWSON/ 41-99, manufactured by Cappellini,

66cm wide, 94cm deep, 82cm high (25 1/2in wide, 37in deep, 32in high).

£4,000 - 6,000

€4,700 - 7,000

US\$5,000 - 7,400

85

VLADIMIR KAGAN

'Contour' armchair, designed c.1955

Walnut wrap-around frame, re-upholstered with the original Kagan wool fabric, manufactured in the 1970's by Kagan-Dreyfuss at Long Island City, New York., 77cm wide, 99cm deep, 87.5cm high (30in wide, 38 1/2in deep, 34in high).

£4,000 - 6,000

€4,700 - 7,000

US\$5,000 - 7,400

Provenance

The collection of a colleague and family friend of Vladimir Kagan.





86

A GEORGE II SILVER MUG

by Paul de Lamerie, London 1731

Cylindrical form with flared rim, scroll handle and spreading foot, the front with an armorial engraving, height 12.4cm, weight 12.5oz.

£4,000 - 6,000

€4,700 - 7,000

US\$5,000 - 7,400

87

A RARE 18TH CENTURY IRISH PROVINCIAL SILVER MUG

by Mark Fallon, Galway circa 1730

Straight-sided with a double-scroll handle, engraved with two crests, height 12cm, weight 10oz.

£12,000 - 15,000

€14,000 - 18,000

US\$15,000 - 19,000

After the Williamite-Jacobite War in Ireland (1688-91), during which the Jacobite town of Galway was besieged and captured, various punitive and oppressive laws and regulations were introduced. This caused a great many families to leave the area, and trade and industry inevitably suffered.

It is for this reason that Galway silver is so seldom encountered, with the majority of surviving pieces for religious use. Indeed, the present lot is one of only three known secular pieces made by Mark Fallon: the two others being a cruet frame and a further mug which was sold in these rooms on 23rd November 2011. Both that mug and the current lot are engraved with the contemporary marriage monogram 'F R*A', as well as with the same embossed dolphin crest of F'rench. It is interesting to note that on both mugs additional but different crests have been engraved above the dolphin: a collared stag's head on the present lot, and a demi-lion with crescent on the other. The style of the engraving suggests this was done around 1800, and it seems likely that the mugs were made as a pair circa 1730 and split up at the same time that the later engravings were carried out.

Provenance

On display at the Victoria & Albert Museum 1974 - 2003.



88

A GEORGE I BRITANNIA SILVER CASTER

by Paul de Lamerie, London 1719, lion head erased on cover

Octagonal vase form, waisted with straight lower body, curving under to a stepped spreading foot, the cover has two stepped bands with pierced panels of scrolls and dots, and engraved vertical linear ground, octagonal knob finial, engraved with arms, possibly for WALKER of Lancashire, *height 16.4cm, weight 9oz.*

£6,000 - 8,000

€7,000 - 9,400

US\$7,400 - 9,900



89

A PAIR OF GEORGE II SILVER SAUCE / BUTTER BOATS

by Paul de Lamerie, London 1737

Oval bellied form with shaped rim, the leaf-capped scrolling handle with quatrefoil junction, trefoil capped scroll feet terminating in stepped hooves, crested, engraved out of a ducal coronet a lion's gamb, *length 13.3cm, weight 10.6oz. (2)*

£4,000 - 6,000

€4,700 - 7,000

US\$5,000 - 7,400

The crest recorded for:
BREWS, BREWES, De BREWES
BRUMPTON/BRYMPTON/BRYMTON
CHESHAM of Lancashire
CREW/CREWE of Cheshire
SAVAGE of Broadway, Worcs.
SCUDAMORE of Herefordshire





90

A WILLIAM III BRITANNIA SILVER TAZZA

by John Bodington, London 1697

Circular form with gadroon border, engraved inscription 'Ad usus sacros Ecclesia Nun=Etonensis in agro Warrnici hanc patinam deo Anna Trotman 1705.' centred with an engraved coat of arms, within scrolls, putto, fruit and floral garlands, diameter 21.7cm, weight 12.1oz.

£3,000 - 5,000

€3,500 - 5,900

US\$3,700 - 6,200

John Bodington had his mark entered in 1697 on commencement of the Register. In 1714 he became Beadle to the Goldsmiths' Company until his death in 1727.



91

A CHARLES II SILVER TANKARD

maker's mark WH conjoined, see Jackson's p. 130, London 1668

Of plain slightly tapering form with moulded borders, the flat and slightly domed hinged cover with bifurcated scroll thumbpiece, the scroll handle engraved with initials 'B'G' over 'K', terminating with a vacant cartouche, the front engraved with arms, height 17.6cm, weight 31.8oz.

£4,000 - 6,000

€4,700 - 7,000

US\$5,000 - 7,400

Engraved with a lozenge for the arms of a spinster of the family of BIRTWESILL of Huncothall, Lancashire. Recorded at the William Dugdale's Visitation of the County of Lancaster in 1664.

Later recorded as BYRTWYSELL of Amcote Hall, Lancs.



92

A SET OF THREE GEORGE IV SILVER MEAT DISHES

by Robert Garrard, London 1828

Shaped-oval, with gadroon borders, one slightly smaller than the other two, engraved with the Royal Cypher of William IV, and coronetted crest for the 9th Earl of Haddington, during the period from 1st January to 8th April 1835, when he was Lord Lieutenant of Ireland, *length of the larger dishes 58cm, and of the smaller 56cm, weight 326oz. (3)*

£6,000 - 8,000

€7,000 - 9,400

US\$7,400 - 9,900

93

A PAIR OF GEORGE II SILVER TEA CADDIES AND COVERED SUGAR BOWL

by Samuel Courtauld I, London 1748

Inverted baluster form, the bodies with embossed Rococo decoration and gadroon rims, engraved with the arms of NUTT of Tewkesbury, Glos., impaling WILSON, in a fitted wood case, *height of sugar bowl 15cm, weight 26.5oz.*

£5,000 - 7,000

€5,900 - 8,200

US\$6,200 - 8,700



94

**A CHARLES X GILT BRONZE AND CUT GLASS PORTICO
MANTEL CLOCK TOGETHER WITH A PAIR OF SIMILAR GILT
BRONZE AND CUT GLASS OBELISK GARNITURE**

the clock with glass mounts possibly attributable to Baccarat, the
garniture of a later date

the stepped rectangular cornice with rosette and foliate mounts
supported on tapering diamond cut glass columns and conforming
plinth base and bun feet, the 4.25" dial with silvered Arabic chapter
ring, engine turned centre and blued steel hands set with an acanthus
bezel, the brass twin train movement with outside countwheel strike
on bell, with fancy grid pendulum with elaborate rosette bob and key,
the similarly cut obelisk garniture raised on rectangular plinths and
acanthus cast bases, *the clock, 61cm high, the garniture, 55cm high*
(3)

£12,000 - 18,000

€14,000 - 20,000

US\$15,000 - 21,000



**A GOOD EARLY 19TH CENTURY GILT BRONZE MOUNTED
FRENCH BISCUIT PORCELAIN FIGURAL MANTEL TIMEPIECE
WITH ENGLISH SINGLE FUSEE MOVEMENT**

the dial signed WEEKS MUSEUM, COVENTRY ST, the porcelain probably by Nast of Paris the case modelled as a small boat containing the seated figure of Chronos and a standing figure of a putto, the former supporting the drum case wrapped in drapery, the latter holding an oar, on gilt bronze banded rectangular naturalistic watery base, the 3" signed enamel Roman dial with Arabic outer quarters, the brass single fusee movement with exposed anchor escapement, 'scape wheel and pallets, raised on a rectangular stepped marble shallow plinth base, the pendulum bob engraved with the points of the compass, 27cm high

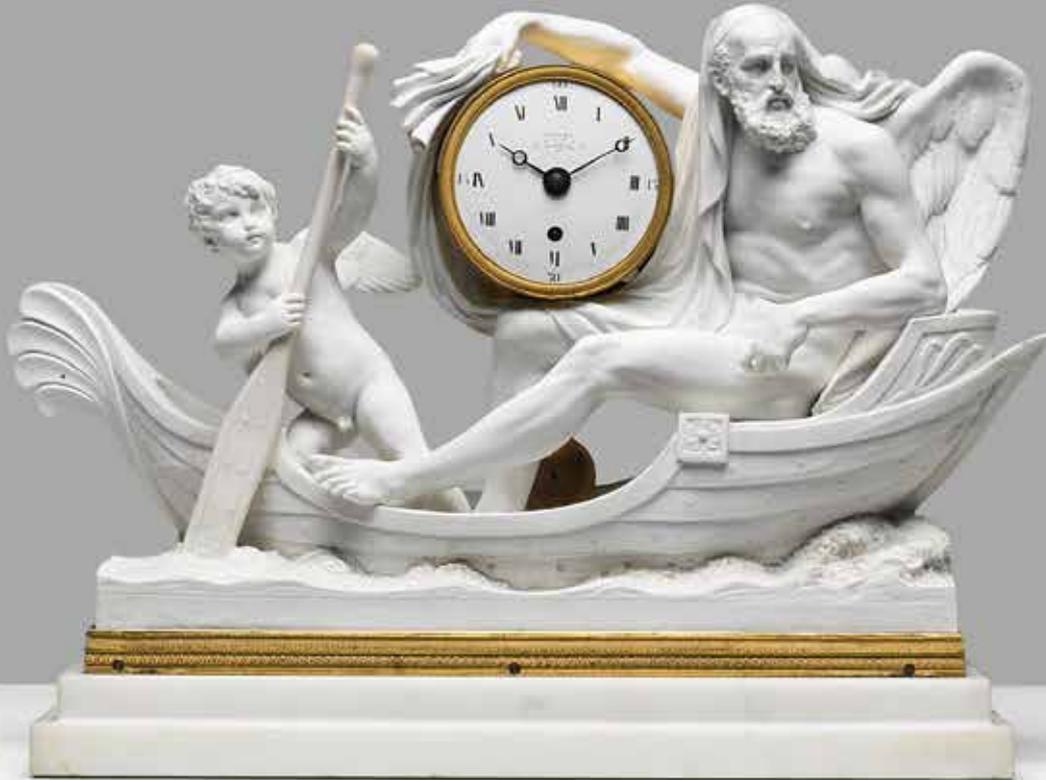
£8,000 - 12,000

€9,400 - 14,000

US\$9,900 - 15,000

Thomas Week(e)s ran Weeks' Mechanical Museum or Royal Mechanical Museum in central London from circa 1788 until the early 19th century. The Museum was based at Tichborne Street, Haymarket before moving to Coventry Street in Piccadilly. Also known as The Museum of Natural Curiosities and Weeks' Museum, the collection was sold by auction in 1834. Presumably visitors to the Museum had the opportunity to purchase clocks and other decorative objects and curiosities during their visit. Week, who was born in England in around 1743, known to have also signed some clocks 'Semaine' and an unsigned example of a gilt bronze clock which is known to have been retailed by Weeks at his Tichborne Street premises modelled as chariot with two putti drawn by a swan is illustrated in Jagger's 'Royal Clocks', Robert Hale 1983, fig. 207, p. 206

The manufacture de Nast was a prominent hard-paste porcelain factory founded in Paris in 1783 by Jean Népomucène Hermann Nast, an Austrian born French citizen. The firm prospered after sales to the government of the French Directory and the court of Napoleon I leading to Nast and his sons opening a much larger factory on the rue du Chemin-Vert in the 11th arrondissement of Paris in 1806. Fashionable patronage by the French upper classes and several royal courts led to increased home and export sales amongst the bourgeoisie. Following the death of Nast in 1817, the factory continued under the leadership of his sons until its sale in 1835.





96

AIMÉ-JULES DALOU, (FRENCH, 1838-1902): A BRONZE FIGURE OF 'BAIGNEUSE AVANT LE BAIN (BATHER BEFORE THE BATH)'

on naturalistic octagonal base, signed *DALOU* and inscribed with foundry mark *A. A. Hébrard, Cire Perdue* and edition number *1*, brown patination, 57cm high

£25,000 - 30,000

€29,000 - 35,000

US\$31,000 - 37,000

Provenance

Property of a lady collector

Recognised today as one of the premier sculptors of 19th century France, Aimé-Jules Dalou was admired for his perceptiveness, free execution, and unpretentious realism and was in his day revered in exactly the same manner as his friend and contemporary Rodin would later be to later generations.

Dalou's talent was initially recognised by the French sculptor Jean Baptiste Carpeaux who persuaded his parents to allow him to study sculpture at the Petite Ecole and the Ecole des Beaux Arts. Although the sculptor exhibited at the Paris Salon as early as 1861 he was refused the prestigious Prix de Rome which would have done much to further his career due to his political leanings and his opposition to the government during the Second Empire period. However, his sculpture of 'Daphnis and Chloe' was subsequently purchased by the State after it was shown at the Salon in 1869 and he also won worldwide acclaim with his life-size plaster figure of the 'Embroiderer' at the Salon in 1870 both of which exemplify his interest in the female form.

As a result of being a supporter of the Paris Commune whilst curator of the Musee du Louvre under Gustave Courbet, he was forced into a period of self-imposed exile from France in 1871 and made his home in London where he was convicted in his absence by the French Government for his involvement with the Commune and given a life sentence although he was eventually pardoned eight years later.

Like his contemporary Edgar Degas, Dalou was fascinated with the subject of the female nude and its commercial potential. As such he used his time in London to work and re-work a series of small models depicting idealised female figure in stages of undress before and after bathing. These figures retain a sensitive personal connection between the sculptor and the sitter usually with specific personalised facial features which is perhaps not surprising considering that his favourite model was also his wife, Irma Vuillier.

The bather in the present lot is depicted preparing to enter the water, apparently slightly shuddering as she looks down into the stream below. This model also has an added poignancy as the plaster original which was executed by Dalou in 1899 depicts his wife a year before her death. The shock of her tragic loss was also an undoubted contributing factor to the sculptor's own demise eighteen months later.

The original model was purchased from Dalou's daughter Georgette in 1905 and is now in the permanent collection of the Musée du Petit-Palais. A marble version is also thought to have been commissioned in 1899 but its whereabouts are now unknown.

Although conceived in 1899, no commercial bronze editions of his works were apparently produced during Dalou's lifetime as these were discouraged by the sculptor and as such the present lot can be dated to a slightly later time, produced in the period sometime after the sculptors death in 1902, when the executors of the sculptor allowed the Hébrard foundry to cast certain of Dalou's works in limited editions. These works were usually cast in limited editions of ten although some models were made in larger numbers and further editions of the more popular models were also numbered alphabetically. The current lot is numbered 1 possibly suggesting it is an early cast from one of the first editions.

A similar cast of this model was sold at Sothebys as lot 208, 5th November 2002 and a further similar cast was sold at Christies as lot 406, 17th March 2011.

Related Literature:

A. Simier, *Jules Dalou. Le sculpteur de la République, exh. cat.*, Petit Palais - Musées des Beaux-Arts de la Ville de Paris, Paris, 2013, pp. 388-389, no. 315
J. Hunisak, *The sculptor Jules Dalou: studies in his style and imagery*, New York, 1977, pp. 119-120, fig. 69
D. Bilbey and M. Trusted, *British Sculpture 1470 - 2000*, Victoria and Albert Museum, London, 2002, pp. 241-251





97 TP

A TEHRAN CARPET

Central Persia,

the shaped madder field with a central lappet edged medallion in dark blue with flowering and foliate details, the cream inner border with scrolling blue palmettes protruding from the lobed corner motif, the borders with large flowering medallions and foliate decoration, 395cm x 283cm

£8,000 - 10,000

€9,400 - 12,000

US\$9,900 - 12,000



98 TP

A LARGE ZEIGLER MAHAL CARPET, 574CM X 372CM.

North West Persia,

the madder field with foliate and flowering tendrils, the dark blue central medallion encircled by four winged motifs with blue cypress trees surmounted with birds to each corner flanking a castellated building, the wide cream border with blue lappets decorated with flowering plants and foliate details within an outer boarder of flowers, 574cm x 372cm

£10,000 - 15,000

€12,000 - 18,000

US\$12,000 - 19,000

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

99 AR

ALESSANDRO MENDINI FOR STUDIO ALCHIMIA

Proust's armchair, designed 1978, executed in 1981

Ready-made, rococo-style wood and upholstered frame, hand-painted by Jesus Moctezuma, 95cm wide, 90cm deep, 109cm high (37in wide, 35in deep, 42 1/2in high).

£30,000 - 40,000

€35,000 - 47,000

US\$37,000 - 50,000

Exhibited

Milan, MIM Design Showroom, Robot Sentimentale, 1981

Rome, MIM Design Showroom, Robot Sentimentale, 1983

"In 1981, with Alchimia, I designed the installation Robot sentimentale for MIM, which was held in the Milan showroom. On that occasion three chairs were custom made." Alessandro Mendini, *The Story of the Proust Chair*, 2001

The current chair is the third and final example to be offered for sale from the same commission. The two others were sold in these rooms, lot 235, *Contemporary 2*, 19th October 2011 and lot 102, *Contemporary 2*, 29th March 2012.

Robot Sentimentale, was a performance based exhibition designed by Mendini and Studio Alchymia and held at the showrooms of Italian furniture company, MIM. The exhibition examined the challenges presented by the changing nature of the office environment and MIM's response through the launch of the Eulero System, a range of transparent furniture suited to open plan landscapes and advanced technological needs.

The earliest chairs (perhaps four or five) were painted by Prospero Rasulo and Pier Antonio Volpini. Jesus Moctezuma painted the subsequent editions, including the present lot, and the later models were decorated by Claudia Mendini, the designer's daughter.



100 AR TP

**A SILVERED BRONZE SCULPTURE OF A TIGER BY JOSÉ
MARIA DAVID (FRENCH, 1944-2015)**

SIGNED IN CAST 'J M DAVID'; 2009

the stylised tiger is modelled mid-leap, both hind and one front leg
aloft; numbered 3/8 with impressed Chapon Paris foundry stamp
105 by 55 by 35 (cms)

£20,000 - 30,000

€23,000 - 35,000

US\$25,000 - 37,000

Provenance

Bought directly from the artist in 2009



101 AR TP

**A PATINATED BRONZE SCULPTURE OF A POLAR BEAR BY
JOSÉ MARIA DAVID (FRENCH, 1944-2015)**

SIGNED IN CAST 'J.M DAVID'; 2009

the bear is modelled with belly close to the ground, crawling forward;
numbered 8/8 with impressed Chapon Paris foundry stamp

70 by 33 by 20 (cms)

£10,000 - 15,000

€12,000 - 18,000

US\$12,000 - 19,000

Provenance

Bought directly from the artist in 2009





102 AR

MARK BRAZIER JONES

A rare 'Bond' armchair, designed c.1990, for Watts of Westminster, London

One of a production of five, gilt-bronze, iron and Watts of Westminster fabric, impressed maker's stamp to one leg, *81.5cm wide, 119cm deep, 107cm high (32in wide, 46 1/2in deep, 42in high)*.

£5,000 - 7,000

€5,900 - 8,200

US\$6,200 - 8,700



103 AR

MARK BRAZIER-JONES CHANDELIER

A Mega Sera chandelier, probably unique, designed and executed 2000

Six scrolling branches with acanthus leaves and convex cabochons radiating from a central globe with orb pendant, 99cm in diameter, 92cm high (38 1/2in in diameter, 36in high).

£6,000 - 8,000

€7,000 - 9,400

US\$7,400 - 9,900

The present chandelier was designed in consultation with the present owners and may be unique.

**THE CONTENTS OF
GLYN CYWARCH**

The Property of Lord Harlech

Wednesday 29 March 2017

New Bond Street, London

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Knightsbridge, London

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Viewing

Sunday 23 April 2017 11am to 3pm
Monday 24 April 2017 9am to 4.30pm

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Modular seating for The Schubert
Gallery, Milan
£3000 - 5000



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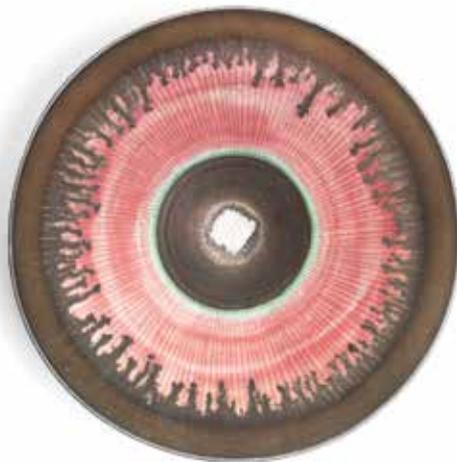
IMPORTANT
DESIGN
500 YEARS OF FINE
DECORATIVE ARTS

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Laurel Kemp
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Wednesday 25 October 2017
New Bond Street, London

In October 2017, Bonhams will host our second Important Design sale. This concept brings together high quality pieces spanning the past 500 years of Decorative Arts – from Regency to Art Nouveau, Chippendale to Lucie Rie. Each object will be carefully selected by our team of specialists to reflect the innovative design and craftsmanship of the astonishing array of artists who flourished during this period.

The sale is open for consignments until the 15th of August and will be held on the 25th of October 2017. We hope to see you there.



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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 or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. *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*.

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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*.

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

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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. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* of *Lots*:

25% up to £100,000 of the *Hammer Price*
20% from £100,001 to £2,000,000 of the *Hammer Price*
12% from £2,000,001 of the *Hammer Price*

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific *Sale* Information page at the front of the catalogue.

Payment by credit card, company debit cards and debit cards issued by a non-UK bank will be subject to a 2% surcharge on the total value of the invoice.

The *Buyer's Premium* and all other charges payable to us by the *Buyer* are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

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, shown beside the *Lot* number, 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;

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

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to

exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the ° of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

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. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

Buyers must notify *Bonhams* at the time of the sale whether they wish to take their wines under Bond or Duty paid. If a *Lot* is taken under Bond, the *Buyer* will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

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.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

- 8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale* the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the *Lot*;
- 8.1.4 to remove and store the *Lot* at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on seven days written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such *Sale* in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and
- 8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.
- 8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other *Expenses* and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.
- 8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

9 THE SELLER'S LIABILITY

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

10 MISCELLANEOUS

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

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

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a Lot has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the Contract for Sale of the Lot between you and the Seller is made on the fall of the *Auctioneer's* hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless *Bonhams* sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the Lot in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the Lot or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the Lot as principal) made as agent on behalf of the 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* on each lot, 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>):	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> ;		
7.1.3		to remove, and/or store the <i>Lot</i> at your expense;		
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;		
7.1.5		to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;		
7.1.6		to repossess the <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;		
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;		
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;		
7.1.9		to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;		
7.1.10		on three months' written notice to sell, <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;		
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> .		
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.		
	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.		
	8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT			
	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:	9.4	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> .
	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	9.5	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> .
	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; 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.
	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	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> .
	8.2	The discretion referred to in paragraph 8.1:	10 OUR LIABILITY	
	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	10.1	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> .
	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	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:
	9 FORGERIES		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
	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.2	changes in atmospheric pressure; nor will we be liable for:
	9.2	Paragraph 9 applies only if:	10.2.3	damage to tension stringed musical instruments; or
	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	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.
	9.2.2	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 for Sale* the *Lot* corresponds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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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