

IMPORTANT  
**DESIGN**  
500 YEARS OF FINE  
DECORATIVE ARTS

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WEDNESDAY 25 OCTOBER 2017

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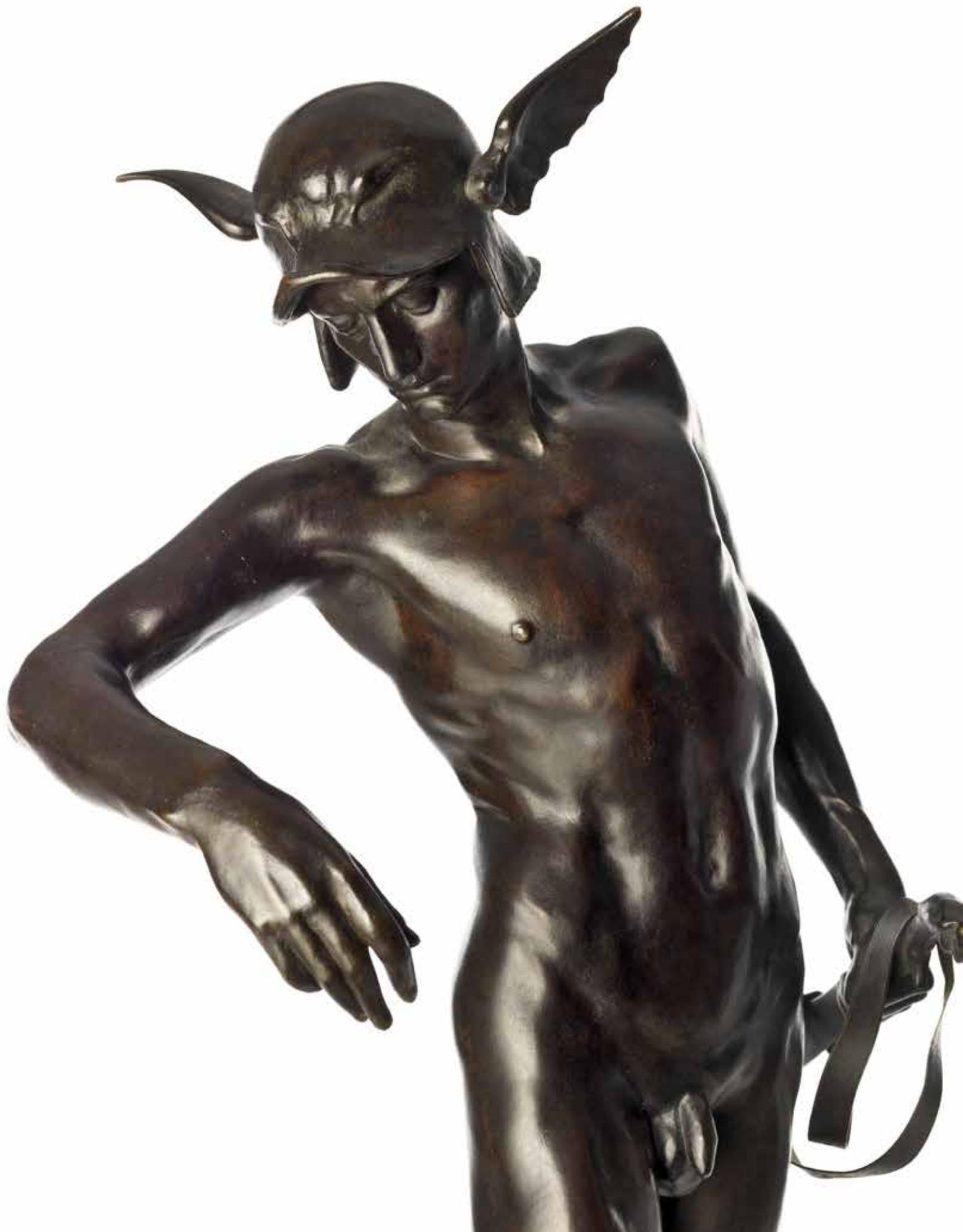
LONDON



IMPORTANT  
**DESIGN**  
500 YEARS OF FINE  
DECORATIVE ARTS











# IMPORTANT DESIGN

## 500 years of Fine Decorative Arts

Wednesday 25 October 2017, at 2pm

101 New Bond Street, London

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Monday 16 October  
9am to 4.30pm  
Tuesday 17 October  
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Thursday 19 October  
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9am to 4.30pm  
Sunday 22 October  
11am to 3pm  
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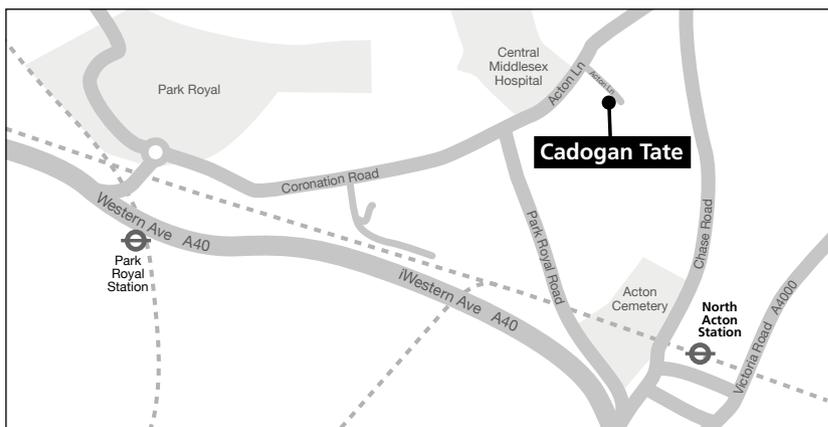
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1

1 TP

**ERICH DIECKMANN,  
A RARE POOLSIDE CHAISE,  
DESIGNED AND EXECUTED C.1930**

Bentwood, woven cane,  
red enameled steel and rubber wheels  
66cm x 197cm x 94cm

£3,000 - 5,000  
€3,400 - 5,600  
US\$4,100 - 6,800

2 TP

**LUDWIG MIES VAN DER ROHE,  
A PAIR OF MR10 CHAIRS,  
DESIGNED 1927, EXECUTED C.1931  
BY GEBRÜDER THONET**

Red-painted tubular steel, woven cane  
47cm x 68cm x 79.5cm

£6,000 - 9,000  
€6,800 - 10,000  
US\$8,100 - 12,000

**Provenance**

A private collection. Formerly the property  
of the editor-in-chief of the German design  
magazine Bauwelt.



2

3 TP

**ATTRIBUTED TO EILEEN GRAY, A LABOURDETTE ARMCHAIR,  
DESIGNED C.1923 THIS EXAMPLE PROBABLY EXECUTED 1930'S**

Oak, anodised aluminium torpedo-shaped rails with matt-gold finish,  
thick tan leather hide with metal hoops and canvas backing  
58cm x 56.5cm x 74.5cm

£20,000 - 30,000

€23,000 - 34,000

US\$27,000 - 41,000

**Provenance**

An English private collection.

The current example is a variant of the armchair commissioned by Monsieur and Madame Jean Henri-Labourdettes. That chair, directly comparable to the present example, but for a stitched two-tone geometric leather back and seat, was originally conceived for a room in their Paris residence designed to compliment their collection of African sculpture. The present chair represents an interesting transitional development for Gray, from the highly finished lacquered surfaces of her early career, to Modern considerations of simplicity and form inspired by the influential British military campaign chair. A similarly simple and broadly comparable chair, that of a deck chair from ocean liner, was the basis of Gray's famous 'Transat chair' designed c.1925 for her house, E1027 on the Cote d'Azur.

Another variation from the original Labourdettes chair is the use of tubular aluminium to replace the heavier oak rails. This may place the chair as chronologically later in date, perhaps to the early 1930's when other pioneering designers such as Marcel Breuer and Dr. Hans Coray were exploring aluminium's potential as the primary material in furniture making. It is also a development that adheres to the original concept of the campaign chair, making it lighter and more portable, with an anodised finish that is both hard-wearing and resistant to corrosion.

**Literature**

Peter Adam 'Eileen Gray: Her Life and Work' published by Thames & Hudson, 2009

Clive Edwards 'Encyclopedia of Furniture Materials, Trades and Techniques, Ashgate Publishing Ltd., 2000





4

**FRANZ HAGENAUER (AUSTRIAN 1906-1986);  
A BRASS SCULPTURE OF A STYLISED FEMALE FORM**  
STAMPED MANUFACTURER'S MARKS; MID 20TH CENTURY  
highly stylised elongated figure with planished finish  
*height 65.5cm*

**£3,000 - 4,000  
€3,400 - 4,500  
US\$4,100 - 5,400**



5 Ω AR

**DAME LUCIE RIE (AUSTRIAN, 1902-1995);  
A LARGE STONEWARE BOWL**

IMPRESSED 'LR' SEAL; CIRCA 1955  
of gently squeezed oval form with slight  
pouring lip, flecked with dripping manganese  
glaze bleeding through cream tin glaze and  
dark manganese rim  
*height 16.5cm; diam 32.5cm*

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 20,000

**Literature**

Tony Birks' 'Lucie Rie', Marston House, 2004,  
p.140 for similar examples.





6

**MAURICE BIAIS (FRENCH, 1875-1926)**

LA MAISON MODERNE, 1898

an advertising poster for the Parisian store 'La Maison Moderne';

lithograph in colours; framed

79 x 114 cms (31 x 45 in.)

£4,000 - 6,000

€4,500 - 6,800

US\$5,400 - 8,100

This poster advertises the home furnishings and interiors store 'La Maison Moderne', which was founded by Julius Meier-Graefe in 1899. Maurice Biais was an influential artist, illustrator and designer of the Belle Epoque style, and also designed furniture for La Maison Moderne. In 1911 he married Jane Avril, one of Henri Toulouse-Lautrec's muses.



7

**ALPHONSE MUCHA (CZECH, 1860-1939);  
 'TIMES OF THE DAY' (LES HEURES DU JOUR)  
 A SET OF FOUR LITHOGRAPH POSTERS**

PRINTED FACSIMILE SIGNATURES; 1899  
 panels highlighted with gilding and titled; 'Éveil du matin'  
 (Morning Awakening); 'Éclat du jour' (Daytime Dash), 'Réverie du soir'  
 (Evening Reverie) et 'Repos de la nuit' (Nightly Rest); framed  
 plates 59.5 x 18 cms (23½ x 7 in.) (4); frame size 103.5 x 80 cms  
 (40½ x 31½ in.)

£5,000 - 7,000  
 €5,600 - 7,900  
 US\$6,800 - 9,500

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.

8 TP

**A GEORGE III GILT BRASS MOUNTED WALNUT  
AND TULIPWOOD SERPENTINE COMMODE**

in the manner of Pierre Langlois

Circa 1765, of bombe form, the top with projecting rounded angles, inlaid with a central star motif within a shaped tablet, above two short drawers and one long drawer, over a further long drawer with a shaped lower edge, each drawer with a brass mounted surround, flanked by keeled angles with fruiting foliate, floral and scroll mounts, each side inlaid with a conforming star within a circular medallion, on splayed feet mounted with bifurcating scrolled acanthus sabots, 159cm wide x 77cm deep x 89cm high, (62 1/2in wide x 30in deep x 35in high)

**£10,000 - 20,000**

**€11,000 - 23,000**

**US\$14,000 - 27,000**

**Provenance**

Probably supplied to Edward Howard, 9th Duke of Norfolk.

Thence by descent to the 16th Duke of Norfolk,  
Arundel Castle, Sussex.

Sold at Christie's, London, 1 June 1961, lot 120.

Sold at Sotheby's, London, 15 November 1996, lot 37.

Purchased at Sotheby's, Important English Furniture, 3 July 2003, lot 125.

The offered lot was most likely originally supplied to Edward Howard, 9th Duke of Norfolk (1686-1777) since the provenance, when this commode was last offered for sale, refers to the fact that it had previously formed part of the collection of the Dukes of Norfolk. And during the mid 18th century it was the 9th Duke who amassed a vast quantity of furniture for both his primary property, Norfolk House, St. James's square in London, as well as for his country estate in Worksop Manor, Nottinghamshire.

It seems that Edward Howard who certainly favoured the French Rococo style would have probably commissioned the present piece due to its serpentine outline, shaped apron and scrolled foliate and floral mounts, which are all typical characteristics of the Rococo. In fact its appearance follows the overall French look of the Music Room at Norfolk House which is currently located at the Victoria and Albert Museum.

The offered commode is comparable to numerous variant models produced by the renowned emigre, Pierre Langlois, a cabinet maker who in his own words supplied: 'Fine.. commodes.. inlaid in the Politest manner.' Among these similar examples associated to Langlois are a commode sold at Sotheby's, New York, 22 January 1994, lot 272, along with an assorted group of furniture which feature in P. Thornton and W. Rieder, *Pierre Langlois Ebeniste, Connoisseur*, February, March, April 1972, and December 1974.



9 TP

**A LOUIS XVI PAINTED CONSOLE TABLE**

the top stamped: 'Jacob'

The moulded marble top of shaped and breakfront form with projecting angles, above a lotus-leaf carved edge, over a pierced Vitruvian scrolled and beaded frieze interspersed with four ancient Roman profile medallions centred by a tablet depicting Julius Caesar and Cleopatra, with an oak-leaf moulded edge below, on six bellflower pendant stop-fluted tapering legs terminating in stiff leaves, above a shaped *entrelac* carved stretcher surmounted to the centre with a fluted urn, *the top branded: 'E...'* 144cm wide x 45cm deep x 79cm high, (56 1/2in wide x 17 1/2in deep x 31in high)

**£7,000 - 10,000**

**€7,900 - 11,000**

**US\$9,500 - 14,000**

The offered lot shares similarities with a Louis XVI painted console table by Henry Jacob which sold at Christie's, London, 4 July 2017, European Furniture and Works of Art, lot 68.



10 TP

**A MONUMENTAL MID 19TH CENTURY  
ITALIAN CARVED WHITE MARBLE  
PEDESTAL URN**

of shouldered campana form with entwined scrolling rustic branch handles, the body carved with a deep frieze of ribbon tied fruiting laurel branches and two pairs of love birds below a lattice keyfret border set between further acanthus and rope twist bands, on fluted and stiff leaf socle and a Vitruvian scroll carved shallow canted square base, *109.5cm high*, the whole raised on a later stepped and moulded black and veined marble square plinth, *165.5cm high overall (2)*

£20,000 - 30,000

€23,000 - 34,000

US\$27,000 - 41,000



11 TP

**A CARVED MAHOGANY AND PADOUK MARQUETRY SIDE TABLE**

in the manner of Robert Adam

The George III rectangular moulded top with a Kingwood border of paterae-filled entrelac decorated at the inner corners with bell-flower inlaid fan spandrels, all outlined with stringing, the edge with a continuous border of roundel inlay above a palm-leaf carved frieze, the eight fluted, turned legs headed by conforming leaf carving and guilloche collars, the three fluted and leaf capped X-shaped stretchers on lotus leaf carved and turned feet headed by tablet capitals, *the top late 18th century, the frieze and supports of a later date, 188cm wide x 75cm deep x 91cm high, (74in wide x 29 1/2in deep x 35 1/2in high)*

**£15,000 - 20,000**

**€17,000 - 23,000**

**US\$20,000 - 27,000**

**Provenance**

Sir George Cooper, Bart. Hursley Park, Winchester, Hampshire, circa 1905  
Acquired by G. Jetley, Antique dealers, 24 Bruton Street, Berkley Square in the late 1940s.

**The Acquisition of the Hursley Park Suite**

The present table appears to be one of a matching pair of sideboard tables forming part of a larger suite acquired by Sir George Cooper for Hursley Park, circa 1905, comprising a pair of sideboard tables, two semi-circular pier tables and a pair of urns on pedestals. The table here is illustrated in situ, *Country Life*, 1909 op.cit, pp. 568 and 569 together with one of a pair of pedestals from the same suite.

The pair to the offered lot features in one of a group of photographs taken by Bedford Lemere circa 1905, preserved in the National Monuments Record Office, Swindon (ref: B.L. 18782, 3). It is shown in situ, distinguished by the absence of its central stretchers, flanked by the same pair of urns on pedestals, (one of which was later illustrated in *Country Life*, 1909 op. cit., p. 568). Another 1905 photographs in the same series (B.L. 18782, 1) shows one of two semi-circular side tables belonging to the suite. The entire suite is subsequently shown in an advert for the London dealer G. Jetley (see *The Connoisseur Magazine Year book* for 1949), who presumably bought the suite from the Cooper family shortly after the second world war when Hursley Park was sold.

The pair of urns on pedestals and a semi-circular side table were acquired by the Metropolitan Museum, New York, in 1955, from the London dealers Partridge (museum fre. 55.187.1 a-c, 55.187.3). It is not known whether Partridge purchased these three pieces from the suite directly from Jetley and if so whether any of the remaining furniture in the group also formed part of a simultaneous transaction between the two dealers. Regrettably the whereabouts of one of the semi-circular side tables and the sideboard table matching the present lot is still unknown. The re-discovery of the latter would almost certainly shed light on the explanation for the hybrid nature of the top and base of the table here. Until such time, it must remain a matter of conjecture as to whether the 'lost' example is also composed of 18th century and later elements. Furthermore, it is tempting to speculate that Sir George Cooper had been supplied with a pair of sideboard tables which had effectively been created incorporating elements from a sole surviving 18th century example. The absence of a central stretcher to one of the tables may suggest it was intentionally designed as such to accommodate a wine cooler.

**Literature**

*Country Life*, 23rd October 1909, Hursley Park, 'The seat of Sir George Cooper. Bt.', illus. in situ p. 569.

A Catalogue of Pictures by Old Masters of the English School and Works of Art forming the collection of Sir George A. Cooper Bart. at Hursley Park, Winchester, Chiswick Press, 1912, illustrated

*Connoisseur Magazine Year Book* for 1949 illustrates the whole suite including the present table  
M. Harris & Sons, Centenary Book 1868-1968, p. 117 (illustrates the smaller of the two semi-circular tables from the Hursley Park Suite)

See Bonhams.com for further footnote on this lot.





12



13



14

12 TPY

**ANDRÉ SORNAY, A CHEST, 1930'S**

Dark lacquered wood, cedar with brass close-nail details  
95cm x 45.5cm x 116cm

£3,000 - 5,000  
€3,400 - 5,600  
US\$4,100 - 6,800

13 TP

**ANDRÉ SORNAY, A BOOKCASE, C.1935**

Oregon pine, cedar, with brass close-nail details, stamped 775  
200cm x 46cm x 113cm

£5,000 - 8,000  
€5,600 - 9,000  
US\$6,800 - 11,000

**Provenance**

With Galerie Dutko, Bonaparte, Paris,  
where purchased by the present owner.



14 TP

**ANDRÉ SORNAY, A SET TWELVE CHAIRS, 1930'S**

Lacquered mahogany, brass studs and close-nail decoration,  
etched maker's inscription on inside front leg Andre/Sornay/Etranger  
*47.5cm x 48cm x 91.5cm*

£15,000 - 20,000

€17,000 - 23,000

US\$20,000 - 27,000



15



15

**A PAIR OF GEORGE III SILVER MEAT DISHES**

*by Benjamin Smith III, London 1819*

Shaped-oval form, with floral borders, engraved with arms, length 64cm, weight 355oz. (2)

**£6,000 - 8,000**

**€6,800 - 9,000**

**US\$8,100 - 11,000**

The shield is that of FOLEY of Kiddeminster; Barony cr. 1776, quartering HODGETTS of Prestwood, Staffs. BGA page 496. The arms are those of John Hodgetts Foley [later HODGETTS-FOLEY (royal licence 1821)] JP DL MP for East Worcs.

16

**A GEORGE III SILVER BEER JUG**

*by John Robins, London 1781*

Bellied form, with gadrooned base and rim, the scroll handle with scroll supports, engraved with the shield of NORREYS of Davyhulme Hall, Lancs., a branch of the family of Norreys of Speke, Lancs., height 24cm, weight 47oz.

**£3,000 - 5,000**

**€3,400 - 5,600**

**US\$4,100 - 6,800**



16



18

17

**A GEORGE III SILVER CANDELABRUM**

*by William Pitts, London 1800,*

*finial with duty mark and date letter only*

The three swirling branches supporting nozzles with rising palm leaves, centred with an eagle motif on a basket of fruit and flowers, the stem formed as a lyre, on a spreading base with acanthus leaf decoration, height 43.5cm, weight total 84oz.

£4,000 - 6,000

€4,500 - 6,800

US\$5,400 - 8,100

18

**A SET OF FOUR GEORGE IV SILVER WINE BOTTLE COASTERS**

*by Rebecca Emes & Edward Barnard, London 1824*

Upswept fluted sides with overhanging fruiting vine borders, turned wood bases centred with plain silver discs, height 4.7cm, diameter 17.5cm.

£3,000 - 4,000

€3,400 - 4,500

US\$4,100 - 5,400



17





19

19

**A SET OF TWENTY-FOUR GEORGE III SILVER PLATES**

*by Andrew Fogelberg & Stephen Gilbert, London 1788*

Shaped-circular with reed and ribbon borders, with later engraved initials for Lord Rossmore, underside with scratch-weights and numbered, also with a travelling box, diameter 25cm, weight 440oz.

£10,000 - 12,000

€11,000 - 14,000

US\$14,000 - 16,000

20

**A VICTORIAN SILVER TEA KETTLE AND STAND**

*by Edward Farrell, London 1840*

Inverted pear form, the finial formed as a man smoking a pipe, with a seated dog, the body and lid richly chased and embossed with both chinoiserie scenes and revellers in 17th century European dress, the stand with pierced scroll-work and supported on three claw and ball feet, with a central burner, height excluding handle 37cm, weight 119oz.

£4,000 - 6,000

€4,500 - 6,800

US\$5,400 - 8,100



20



21 \*

**A VICTORIAN SILVER REPLICA OF THE PORTLAND VASE**

*by Charles Reilly & George Storer, London 1845*

Amphora-shape, depicting seven figures in Classical dress and surroundings, the base featuring a man wearing a Phrygian cap, height 26cm, weight 51.5oz.

£6,000 - 8,000

€6,800 - 9,000

US\$8,100 - 11,000

The Portland vase is a Roman cameo glass vase held at the British Museum. The first recorded mention of the vase is a letter of 1601 to Peter Paul Reubens. It passed through the collections of the Barberini family and Pope Urban VIII before ending up in the possession of William Cavendish-Bentinck, 3rd Duke of Portland. The Duke went on to lend the vase to Josiah Wedgwood who produced a number of copies in jasperware. The history behind the first silver example is more elusive: Hunt & Roskell featured one on their stand in the 1851 Great Exhibition, but earlier examples have been noted from at least 1820.





22 TP

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

of Roman origin

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)*

**£25,000 - 40,000**

**€28,000 - 45,000**

**US\$34,000 - 54,000**

**Provenance**

Important French and Continental Furniture, Sotheby's, London, 13 December 1991, lot 82.  
The National Galleries of Scotland.

The sculptural quality and strong scrolled emphasis of the carving on the offered pair of sofas suggest they are 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 the 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 the mid 18th century, 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. A console table in the collection of the *Marchese Giovanni Battista Sacchetti* shares similar characteristics in common with the present lot. This table appears in G. Lizzani, *Il Mobile Romano*, fig. 106.



23 TP

**AN IMPRESSIVE BRUSSELS  
17TH CENTURY HISTORICAL TAPESTRY**

Woven in wools and silks, depicting the battle of Gaugamela (Arbela) with Alexander the Great mounted on a white stallion trampling over a figure to the centre, war elephants to the left, cavalry and soldiers fighting on the banks of a river, a hilltop fortification in the distance and a rural landscape beyond, within an architectural border with fruiting and ribbon tied floral garlands upheld by winged cherubic figures, with a central cartouche to the top and sides and a winged mask to the base, within a brown outer slip with the ateliers symbol to the bottom left, with later 19th century restorations,

520cm x 344cm

£30,000 - 40,000

€34,000 - 45,000

US\$41,000 - 54,000







24 TP

**ATTRIBUTED TO ICO PARISI, A COMMA SOFA,  
DESIGNED C.1950**

Wood, wool upholstery  
*238cm x 137cm x 80cm*

£4,000 - 6,000

€4,500 - 6,800

US\$5,400 - 8,100

**Provenance**

A private collection.

25 TP

**GIO PONTI, A PAIR OF *MODELLO 811* ARMCHAIRS  
C.1957 FOR CASSINA**

Walnut, woven fabric upholstery (original and modern replacement set),  
both chairs with manufacturer's label  
*71cm x 97cm x 86cm*

£40,000 - 60,000

€45,000 - 68,000

US\$54,000 - 81,000

**Provenance**

A family friend of Gio Ponti and thence by descent.  
The chairs have a certificate of authenticity from the Gio Ponti Archives.



26 TP

**GIO PONTI AND PIERO FORNASETTI,  
A DESK DESIGNED C.1950 DECORATED WITH THE  
COROMANDEL PATTERN INTRODUCED IN THE 1960'S**

Lithographed wood, mahogany, bakelite and brass, with maker's disc to one drawer 'Fornasetti Milano'; a metal and brass waste paper bin and a metal and brass table lamp, both decorated in the *Coromandel* pattern and with maker's insignia  
*Desk 90cm x 44cm x 79.5cm*

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 20,000

**Provenance**

A Milanese private collection, purchased around 1966.  
Fornasetti Atelier has kindly confirmed the authenticity of the desk, lamp and waste paper bin.





27

**A GOOD LATE 19TH CENTURY  
FRENCH PARCEL GILT AND PATINATED  
BRONZE AND ROUGE AND BLACK  
MARBLE THREE-PIECE FIGURAL  
CLOCK GARNITURE IN THE EGYPTIAN  
REVIVAL TASTE**

the central figure cast after the model by Emile-Louis Picault (French, 1833-1915), the movement stamped Japy Freres comprising a mantel clock and a pair of figural twin light candelabra, the clock surmounted by a figure of King Menthuophis, the square base signed 'E. PICAULT', the tapering architectural plinth case flanked by winged birds, the 3.5" dial with incised stylised numerals and hieroglyphics within a maskhead and foliate mount, the brass movement with twin barrel striking on bell, stamped to the backplate G S and with makers pastille, with pendulum, the pendant candelabra depicting Egyptian priestesses, their winged arms holding aloft conical candle nozzles, on corresponding stepped square bases, *the central figure, 47cm high, the clock plinth, 24cm high, the candelabra, 36cm high (3)*

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 20,000



28 TP

**A LARGE FRENCH LATE 19TH CENTURY GILT BRONZE  
MOUNTED TULIPWOOD AND AMARANTH MARQUETRY  
SERPENTINE COMMODE**

in the Louis XV style

The moulded marble top above two long drawers inlaid *sans traverse* with flowers and foliage, mounted with floral branches within a scrolled acanthus, *rocaille* and floral-cast shaped cartouche mount, flanked by C-scroll, foliate, *rocaille* and *cabochon* mounted angles, with cabriole legs terminating in scrolled acanthus *sabots*, 169cm wide x 61cm deep x 90cm high, (66 1/2in wide x 24in deep x 35in high)

£12,000 - 18,000

€14,000 - 20,000

US\$16,000 - 24,000

A virtually identical commode to the offered lot, dated circa 1880, sold at Christie's, London, 19th Century Furniture and Sculpture, 1 October 2002, lot 356.





29 TP

**A FLEMISH VERDURE TAPESTRY**

*Late 16th/early 17th century*

woven in wools and silks, depicting Rinaldo and Armida in a garden with a pagoda to the background, the border with auricular and strapwork cartouche decorated with wing flamed torches and landscapes divided by floral bouquets, *reduced in width with areas of reworking and later velvet border to sides.*

313cm x 307cm

£7,000 - 10,000

€7,900 - 11,000

US\$9,500 - 14,000

**Provenance**

By repute Count Hans Gotthard Wachtmeister (1874-1950) owned the present lot and thence by descent to his daughter who sold the tapestry to the current owner.

30 TP

**A LARGE CARVED WOOD AND POLYCHROME  
DECORATED EQUESTRIAN FIGURAL GROUP OF  
ST. GEORGE AND THE DRAGON**

probably French Alsace, late 15th / early 16th century  
the armour-clad figure seated on the back of his decorative  
caparisoned steed spearing the throat of the scaly beast with  
his lance, on rectangular base, *110cm high*

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 20,000

**Provenance**

Private Australian collection  
Purchased from F. Teltscher Ltd, 17 Crawford Street, London  
for £1200, 5th January 1960.





31

31 TP

**ARMAND-ALBERT RATEAU (FRENCH, 1882-1938);  
AN ART DECO CIRCULAR DINING TABLE**

STAMPED SIGNATURE AND NUMBERED; CIRCA 1928  
circular top in amaranth on frame in oak on central column resting  
on a square pedestal; with two extension leaves and two additional  
baluster form support legs  
*120cm (47¼in) diam, 71cm (28in) high; fully extended with leaves  
219cm (86¼in) across*

£20,000 - 30,000  
€23,000 - 34,000  
US\$27,000 - 41,000

**Provenance**

Commissioned for a private mansion on rue Raffet in Paris around  
1928 and have since remained in the same family's collection.  
Previously offered by Fraysse Auctioneers, Paris, December 3, 2014.

32 TP

**ARMAND-ALBERT RATEAU (FRENCH, 1882-1938);  
A SET OF SIX ART DECO DINING CHAIRS**

FOUR STAMPED 'A.A.RATEAU' AND NUMBERED; CIRCA 1928  
a sweeping sledge shape to each back panel, curved legs with carved  
lotus flowers to each foot; four signed chairs in amaranth wood,  
two matching accompanying unsigned chairs in mahogany  
*80.5 x 45 x 50 cms (31¾ x 17¾ x 19¾ in.) (6)*

£30,000 - 50,000  
€34,000 - 56,000  
US\$41,000 - 68,000

**Provenance (for amaranth chairs)**

The four amaranth chairs were commissioned for a private mansion on  
rue Raffet in Paris around 1928 and have since remained in the same  
family's collection. Previously offered by Fraysse Auctioneers, Paris,  
December 3, 2014.

**Provenance (for mahogany chairs)**

Jacques Verdier, Paris

**Literature**

Franck Olivier-Vial and François Rateau, Armand Albert Rateau, Les  
Éditions de l'Amateur, Paris, 1992, p. 159, for a variant of the chairs.



**SIR ALFRED GILBERT R.A. (ENGLISH, 1854-1934):  
A RARE LARGE BRONZE FIGURE OF 'PERSEUS ARMING'**

the classical male nude wearing a winged helmet and holding his sword in his left hand, his right foot shod in a winged sandal, on circular moulded plinth base, dark black-brown patination, 71cm high

£40,000 - 60,000

€45,000 - 68,000

US\$54,000 - 81,000

**Provenance**

George Broad, Owner of George Broad and Sons, founders, who cast this work.  
Alice Salmon (nee Broad).  
Thence by descent.

George Broad established his fine art metal foundry after taking over the family business upon his father Roberts death in 1894. The current lot was cast at the Broad foundry.

George Broad had two sisters, Caroline and Alice who married the brothers Michael and Lewis Salmon. When George Broad went bankrupt and emigrated to Canada just prior to the First World War he left his collection of sculptures, probably taken from Alfred Gilbert in lieu of monies owed to his sisters. The current lot is by family repute one of these sculptures.

**Exhibited**

Sir Alfred Gilbert & The New Sculpture, British Sculpture 1850-1930, The Fine Art Society PLC, in association with Robert Bowman Gallery, London, Pub. Image Connection, London, Exhibition cat. p. 44-45, illus. p. 45

'Perseus Arming' is probably Alfred Gilbert's most desirable and popular models. The figure of the Greek hero who slays Gorgon and Medusa and rescues Andromeda was one of Gilbert's three 'autobiographical' bronzes, all conceived between 1881 and 1892 utilising and re-interpreting famous classical figures, the others being 'Icarus' and 'Comedy and Tragedy'.

Clad in a winged helmet and wearing one sandal, the figure of Perseus is immediately recognisable as the famous mythological character but he is represented at the point at which he readies himself for battle rather than in the more iconic antique battle poses of sculptors of previous generations.

The plaster model of Perseus was created in Rome by Gilbert in the winter of 1880-1 after Gilbert saw Cellini's 'Perseus and Medusa' and he subsequently exhibited the lost-wax bronze cast at the Grosvenor Gallery in 1882. The sculpture received critical acclaim both in London and at the Paris Salon the following year, where it earned Gilbert an honourable mention and secured his reputation as the foremost British sculptor of his age. In Paris Gilbert described how he conceived of the figure of Perseus – that before becoming a hero he was a mere mortal, and that he had to look to his equipment – hence why Gilbert depicts Perseus looking over his shoulder to inspect his winged sandal as 'a youth vulnerable, untested, but equipping himself for the trials of life'.

The founder George Broad (1840-95) is probably best known for his cast bronze work for Alfred Gilbert. In January of 1891 Gilbert is recorded as noting that the first section of the 'fountain' had been completed and this was presumably the first part of Gilbert's fountain of Charity. At this time the firm had nearly opened a new foundry at the Adelaide Works in Hammersmith although the business gave up this site in 1898.

From Gilbert's diary entries, he appears to have known Broad by January 1890 although by 1895 he noted that his figures, 'Tragedy and Comedy', would need to be cast *cire perdue* in Brussels rather than by Broad.

Gilbert's relationship with Broad possibly came to an end due to difficulties in paying for his commissions. Subsequently Gilbert's work was cast by Alessandro Parlanti but there are references to Broad in Gilbert's diary in January 1899 primarily relating to retrieving models and castings

When George Broad died, he left the firm to his son, George Frederick Broad and it continued trading as Broad and Son until 1910. A new firm was then set up – George Broad & Son Ltd with his brother-in-law Michael Salmon. By 1913, the business had become Broad, Salmon and Co. Michael Salmon and his brother Lewis had been involved with the business prior to this date however as they had both married two of George's sisters, Caroline and Alice in 1890 and 1893.

Three bronzes by Alfred Gilbert with a provenance to Alice Salmon, Broad's daughter include 'Perseus Arming', 'Victory' and 'G.F. Watts' and these were exhibited at the Fine Art Society 2008, see Sir Alfred Gilbert & the New Sculpture, British Sculpture, 1850-1930, cat. no.s 44, 50, 63.

**Related Literature**

Alfred Gilbert, Sculptor and Goldsmith, Richard Dorment, Royal Academy of Arts, Exhibition 1986, Weiden and Nicolson, London, Exhibition cat., cat. no. 10, p.106-7, Perseus illus. p.106  
Alfred Gilbert, Richard Dorment, Paul Mellon Centre for studies in British Art, Yale University Press, New Haven & London, 1985, Perseus illus. plate 16, p. 39  
Susan Beattie, The New Sculpture, Yale University Press, London 1985, chapter 6 "The Search for a New Aesthetic", Perseus illus. plate 129  
The Fine Art Society, Gibson to Gilbert - British Sculpture 1840-1914, Exhibition 1992, London, Exhibition cat. p 53-55, Perseus illus. plate 24  
Isabel McAllister, Alfred Gilbert A & C Black Ltd, London 1929, Perseus reference p.55-57 and illus. p.24  
Michael Forrest, Art Bronzes, Schiffer Publications, Pennsylvania 1988, p. 322  
Jeremy Cooper, 19th Century Romantic Bronzes, David and Charles, London, 1975, p. 70-75, Perseus illus. p.70



34 TP

**A PAIR OF NAPOLEON III ORMOLU MOUNTED KINGWOOD,  
THUYAWOOD, AMARANTH AND PARQUETRY HAUTEURS D'APPUI**

Circa 1870, each of breakfront form with projecting angles, the marble inset top above a rosette embedded *guilloche* mounted frieze with berried patera angles, centred by an alternating Vitruvian scroll and acanthus mount, over a large central panel mounted door and two small doors each inlaid with parquetry, the central door with a scrolled foliate and palmette cast Neo-Grec urn with griffin bust handles, enclosing two long adjustable shelves, flanked to each end by a door mounted with a twin serpent and laurel branch entwined flaming torch, interspersed with four fluted tapering columns each with a floral swag mount and a stiff-leaf collar, on six toupie feet terminating in acanthus and ball *sabots*, with a paper label inscribed: 'Roux, No. 49, 1 Bahal', 164cm wide x 49cm deep x 131.5cm high, (64 1/2in wide x 19in deep x 51 1/2in high) (2)

£20,000 - 30,000

€23,000 - 34,000

US\$27,000 - 41,000

A similar hauteur d'appui to the offered lot, also dated circa 1870, is illustrated in C. Payne, *European Furniture of the 19th Century*, 2013, Suffolk, p. 134.







Christopher Sykes caricatured by Carlo Pellegrini (1874)

35

**AN AMERICAN SILVER AND MIXED METALS PITCHER**

by *Tiffany & Co, Edward Moore period, New York circa 1878, with pattern/order numbers 4706/9031*

Spherical form, with an upright neck, both with a spot-hammered surface and applied with leaves and butterflies in bronze, copper and silver, the base engraved with a presentation inscription: 'Given by H.R.H. Prince of Wales to Christopher Sykes XMAS 1878', height 19.5cm, weight 31oz.

£6,000 - 8,000

€6,800 - 9,000

US\$8,100 - 11,000

Edward Moore's Japanesque designs for Tiffany developed in the 1870s to include applied three dimensional flora and fauna, often in brass and copper. By the time of the Paris Exposition in 1878 this style was at its height, winning Tiffany & Co the grand prize for silverware and a gold medal for Moore.

The Prince of Wales (and future King Edward VII) was present at the opening of the 1878 Paris Exposition, in the role of President of the Royal Commission for the British Section. It seems likely that while there he saw Tiffany's stand and placed an order for this pitcher.

Christopher Sykes (1831-1898) was an English MP who sat in the House of Commons from 1865 to 1892. He became a friend of the boisterous Prince of Wales who frequently used him as the butt of his jokes and jibes: on one occasion pouring a glass of brandy over his head. He was often put upon by the Prince to host lavish parties, which he found himself unable to refuse. The costs of these eventually led to his near bankruptcy, and he was compelled to sell both his London home and his country house.

**Literature**

Christopher Hibbert, 'Edward VII: The Last Victorian King' (New York 2007), pages 99-100.



36 YΦ

**A 19TH CENTURY AMERICAN 'MARTELÉ' SILVER  
THREE-PIECE COFFEE SERVICE TOGETHER WITH A TRAY**

by Gorham Mfg Co, Rhode Island, with date letter marks for 1897/98, the tea service with pattern number '8580', the tray '8908' Comprising a coffee pot, cream jug, sugar bowl and tray, in the Art Nouveau style, the coffee pot of gourd form, with ivory insulators, the three pieces of the tea set decorated with lily pads, height of coffee pot 28.5cm, weight total 77oz. (4)

£5,000 - 7,000  
€5,600 - 7,900  
US\$6,800 - 9,500

Following the Arts & Crafts movement in England, William Codman (Gorham's chief designer) introduced a new range of silverware. The pieces were to be in the Art Nouveau style and with a hammered finish: the French word *martelé* can be translated as 'hammered'. First shown at a New York exhibition in 1897 and internationally at the 1900 Paris Exposition, the pieces achieved great praise.

A sketch for a coffee pot and including the pattern number 8580 features in one of William Codman's portfolios. It also bears later pattern numbers, suggesting that the basic shape was a popular one and used as the basis for further designs.

**Literature**

Charles Carpenter, 'Gorham Silver 1831-1981' (New York 1982).



Gorham Manufacturing Company Records  
MS.74 Brown University Library

37

**A LARGE PAIR OF SILVER FIGURES**

*probably German circa 1900, stamped with imitation 19th century French marks*

Modelled as musicians in rustic Portuguese dress, the lady dancing with a tambourine, the man accompanying her on the fiddle, each on a rug-draped plinth, *height of the lady 61.5cm, weight total of the lady 392oz, of the man 382oz. (2)*

£15,000 - 20,000

€17,000 - 23,000

US\$20,000 - 27,000





38

**A 19TH CENTURY FRENCH SILVER CENTERPIECE TROPHY**

*the bowl with first standard French mark, the unmarked stand engraved 'Froment-Meurice' Paris, circa 1879*

The shallow oval bowl embossed with rope and ivy, supported by male, female and young satyrs, on a green marble base applied with the words 'Grand Prix de Monaco. Won by E. R. G. Hopwood 1879', the words hallmarked for Hunt & Ruskell, London 1880, height 37cm, length 48.5cm.

£6,000 - 8,000

€6,800 - 9,000

US\$8,100 - 11,000

Colonel Edward Robert Gregge-Hopwood (1846-1942) lived in London and enjoyed hunting in Africa. He commanded the Lancs. Hussars Imperial Yeomanry from 1902-1907. A keen shot, he won many prizes for pigeon shooting. The current lot was described in *The Morning Post* January 29th, 1879 as an object of art of the value of £160. Under difficult conditions ('*The weather was dull and showery. The birds were English and were very fast*') Hopwood took home the prize after shooting thirteen pigeons.

The painting reproduced here is believed to be by The Hon. Henry Richard Graves





39 Y

**A RARE LATE 17TH CENTURY JAMAICAN COLONIAL ENGRAVED TORTOISESHELL AND SILVER MOUNTED WIG COMB CASE CONTAINING TWO COMBS DATED 1683**

possibly by Paul Bennett of Port Royal the case of rectangular form, one side depicting the arms of Jamaica above the wording *JAMAICA 1683* and twin pineapple motifs within an undulating foliate border, the silver corner mounts engraved with flowerheads, the reverse side engraved to depict indigenous trees and plants within a conforming border and mounts, the case holding one double sided fine comb and one single sided coarse comb, each engraved with various flowerhead and scrolling foliate motifs, *21cm high x 14cm wide x 0.7cm deep*

**£8,000 - 12,000**  
**€9,000 - 14,000**  
**US\$11,000 - 16,000**

This wig comb case and combs closely relate to a small group of objects which are some of the earliest known surviving works of art reflecting European culture from Jamaica. After England's conquest of Jamaica from the Spanish colonists in 1655, Port Royal developed into a large city and the thriving commercial centre of Jamaica. However, this all came to an end when a massive earthquake devastated the city in 1692 and two thirds of the city was swept under the sea.

The Institute of Jamaica has eleven of these combs, one large box with combs and one powder box. The first comb was purchased in London by members of the West India Committee in 1923. It was described by H.M.Cundall in *The West India Committee Circular*, (1923) as 'probably one of the earliest art objects in the British West Indies displaying European influence'. It was thought to have belonged to the Buccaneer, Sir Henry Morgan who was lieutenant governor of Jamaica between

1674-1682. In 1676 Sir Henry wanted to send a present to Sir William Coventry and chose, 'two large turtle-shell combs in a case the same'.

The trees and plants on the above lot represents some of the products of the Jamaican economy of that time and the crocodile is from the then newly awarded arms of Jamaica. The two sizes of comb are usual, the narrow toothed comb is thought to have been for extracting lice and the wide tooth comb for wigs.

Of the works in the Jamaican Institute's collection it is thought that they are from the hands of two craftsmen working between 1671-84 and 1688-1692 respectively. The above lot offered here can be linked to the second group. Other known pieces in other collections again by this first maker include the Sir Cuthbert Grundy comb case, dated 1672, a round powder box lid and comb case in a private U.S collection dated 1677 and the 'Lady Smith' casket, which is considered to be the craftsman's masterpiece.

Philip Hart in his article *Tortoiseshell Comb Cases*, for the *Jamaica Journal*, (November 1983) reveals that relatively recent research brought to light a possible candidate for a maker. Among the list of craftsmen and tradesmen in Port Royal before 1692 there appears the name Paul Bennett, the only recorded comb maker. It is therefore

possible that Bennett was the maker of this first group and possibly his son, apprentice or assistant was the maker of the second group which this forms part.

Another example possibly by Bennett is in the V & A collection (524 to B-1877). See also Sotheby's New York, *Important English Furniture*, 16th October 2009, lot 82 (realised \$20,000 hammer) for another case and pair of combs dated 1688 which is engraved with the Jamaican coat of arms.



40

**A RARE LATE 17TH CENTURY JAMAICAN COLONIAL ENGRAVED TORTOISESHELL POWDER BOX DATED 1676**

possibly by Paul Bennett of Port Royal of circular form, the lid engraved with the arms of Jamaica, inscribed *JAMAICA 1676* and initialled *AP* within a foliate border, the sides with scrolling flowers including tulips and sunflowers, *13.5cm diameter, 6.5cm high*

**£7,000 - 9,000**

**€7,900 - 10,000**

**US\$9,500 - 12,000**

This powder box and cover, most likely used to hold wig rather than face powder, closely relates to a small group of objects which are some of the earliest known surviving works of art reflecting European culture from Jamaica. After England's conquest of Jamaica from the Spanish colonists in 1655, Port Royal developed into a large city and the thriving commercial centre of Jamaica. However, this all came to an end when a massive earthquake devastated the city in 1692 and two thirds of the city was swept under the sea.

The Institute of Jamaica has a similar powder box, combs and one large box. The first comb was purchased in London by members of the West India Committee in 1923. It was described by H.M.Cundall in *The West India Committee Circular*, (1923) as 'probably one of the earliest art objects in the British West Indies displaying European influence'. It was thought to have belonged to the Buccaneer, Sir Henry Morgan who was lieutenant governor of Jamaica between 1674-1682. In 1676 Sir Henry wanted to send a present to Sir William Coventry and chose, 'two large turtle-shell combs in a case the same'.

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41 TP

**PIERRE JEANNERET, A PAIR OF PJ-SI-59 LOW EASY CHAIRS  
CIRCA 1955 DESIGNED FOR CHANDIGARH**

Teak, woven cane  
65cm x 55cm x 73cm

£8,000 - 12,000

€9,000 - 14,000

US\$11,000 - 16,000

**Provenance**

Chandigarh, India

Acquired directly from the above by the present owner

**Literature**

Eric Touchaleaume and Gerald Moreau, *Le Corbusier Pierre Jeanneret  
The Indian Adventure Design-Art-Architecture Paris 2010*,  
pp. 306-307, 570, other examples illustrated in colour



42 TP

**GRETE JALK, A RARE *SHELL* CHAIR, DESIGNED 1963  
AND MANUFACTURED BY POUL JEPPENSEN, DENMARK**

Laminated plywood with teak veneer, PJ monogrammed maker's stamp  
and Furniture Makers Danish Control stamp to the underside  
*63cm x 69.5cm x 75.5cm*

£8,000 - 12,000

€9,000 - 14,000

US\$11,000 - 16,000

**Provenance**

With Dansk Møbelkunst, Copenhagen,  
where purchased by the present owner.





43

43 TP

**PAUL EVANS, A CABINET  
DESIGNED AND EXECUTED 1967  
BY PAUL EVANS STUDIO**

Welded and enamelled steel, pine,  
slate, welded signature and date to  
the underside of the right-hand door  
*123cm x 50cm x 69cm*

**£20,000 - 30,000**

**€23,000 - 34,000**

**US\$27,000 - 41,000**

**Provenance**

Wright Auctions, Important 20th century  
Design, Session Two, 22 May 2007, lot 727.

44 TP

**DAVID EBNER, LINGERIE CHEST**

American black walnut  
*57.5cm x 38cm x 111.5cm*

**£5,000 - 7,000**

**€5,600 - 7,900**

**US\$6,800 - 9,500**

**Provenance**

Private collection, purchased directly from  
the artist's studio.

**Literature**

Nancy Schiffer 'David N. Ebner: Studio  
Furniture', published by Schiffer Publishing  
Ltd., 201

45 Y TP

**DAVID EBNER, CHEST**

Macassar ebony, mahogany linings  
*87cm x 57cm x 102.5cm*

**£5,000 - 7,000**

**€5,600 - 7,900**

**US\$6,800 - 9,500**

**Provenance**

Private collection, purchased directly from  
the artist's studio.

**Literature**

Nancy Schiffer 'David N. Ebner:  
Studio Furniture', published by Schiffer  
Publishing Ltd., 2014



45



44

46 TP

**A BRUSSELS EARLY 17TH CENTURY  
BIBLICAL TAPESTRY**

woven in wools and silks, depicting various scenes from the story of Joseph and Potiphar including assorted figures assembled around Joseph, Joseph fleeing the bed of Potiphar's wife beneath a canopy to the right, Joseph being arrested by armed guards to the centre and his imprisonment along with two other figures to the left, a verdant landscape and citadel in the distance, set within an abundant floral and foliate border interspersed with allegorical figures and biblical scenes. 297cm x 439cm

£15,000 - 20,000

€17,000 - 23,000

US\$20,000 - 27,000

**Provenance**

Sutton Place Guildford,  
Purchased Christies 1988 by the  
Clothworker's Guild.

Sutton Place in Guildford, Surrey is a Grade I Listed Tudor Manor House built c.1525. Commissioned by Sir Richard Weston courtier of Henry VIII. Subsequently the estate was occupied by a number of esteemed owners including J. Paul Getty who chose to spend the last seventeen years of his life there.





47

**LOUIS ERNEST BARRIAS (FRENCH, 1841-1905);  
'NATURE REVEALING HERSELF BEFORE SCIENCE'  
(LA NATURE SE DEVOILANT DEVANT LA SCIENCE);  
A GILT-BRONZE FIGURAL SCULPTURE**

SIGNED IN CAST; CIRCA 1900

bare-breasted and cloaked female figure, with dark green patinated  
scarab brooch; signed in cast 'E.Barrias' and 'Susses Fres Ed Paris'

to rectangular base

73cm high

£35,000 - 50,000

€39,000 - 56,000

US\$47,000 - 68,000





48 TP

### A GEORGE III MAHOGANY HALL SETTEE

Circa 1760, the shaped foliate carved channelled and panelled back surmounted by a central stylised shell cresting, with scroll carved arm supports and scrolled channelled terminals with foliate collars, above a fluted seat frame, on six scrolled corbel legs applied with bead-and-reel mouldings and carved with scrolled acanthus, terminating in scroll feet, 125cm wide.

£8,000 - 12,000

€9,000 - 14,000

US\$11,000 - 16,000

#### Provenance

Spains Hall, Finchingfield, Essex and thence by descent. Please refer to the footnote for lot 51 for further information regarding this provenance.

The fluted seat frame, shaped panelled back, curving scroll-carved arm supports and twinned front legs on the present lot are all characteristics of a hall settee, dated circa 1760 and attributed to William and John Linnell, which sold Sotheby's, London, *Pelham: The Public and the Private*, 8 March 2016, lot 59. Also a pair of similar hall chairs sold Christie's, London, *Simon Sainsbury: The Creation of an English Arcadia*, 18 June 2008, lot 10. This group of aforementioned

hall furniture was most likely originally supplied to either Edwin Lascelles (d. 1791) for Harewood House in Yorkshire or to David Lascelles (d. 1784) for Goldsborough Hall, Yorkshire.

A serving table, also attributable to William Linnell (c. 1703-63), with similar bead-and-reel moulded and acanthus carved scrolled corbel legs to the offered model previously formed part of the renowned Samuel Messer collection of English furniture. While a drawing for a serving table by William Ince and John Mayhew, incorporates comparable scrolled channelled twin front legs and a stylised foliate sprig or cresting to those on the present model, *The Universal System of Household Furniture*, 1762, pl. XI.

Also a pair of hall benches supplied to William Drake at Shardeloes, Buckinghamshire by John Linnell (1729-96), which is based upon one of the latter's designs (dated 1767), has a related stylised foliate cresting surmounting its top rail.

#### Literature

H. Hayward, *The Drawings of John Linnell in the Victoria and Albert Museum*

H. Hayward and P. Kirkham, *William and John Linnell*, London, 1980. *Pictorial Dictionary of British 18th Century Furniture Design*, compiled by E. White, 2000, Suffolk, p. 279.





49 TPY

**A PAIR OF REGENCY ROSEWOOD,  
GILTWOOD AND GILT BRASS MOUNTED PIER TABLES**

Each with a demi-lune top above a frieze interspersed with star mounts, on a reeded and twin-scrolled griffin monopodium carved with outspread wings, terminating in hairy lion paw feet, with a later silk lined back panel, *88cm wide x 58cm deep x 90.5cm high, (34 1/2in wide x 22 1/2in deep x 35 1/2in high) (2)*

£7,000 - 10,000

€7,900 - 11,000

US\$9,500 - 14,000

**Provenance**

By repute the offered tables were formerly housed at Britannia Hotel in Manchester.

50

**SIR GEORGE JAMES FRAMPTON (ENGLISH, 1860-1928);  
A RARE AND EARLY BRONZE FIGURE OF PETER PAN**

SIGNED IN CAST WITH ARTIST'S MONOGRAM; 1911

standing on naturalistic base the elfin figure of Peter Pan with  
pan pipe in hand, in a rich dark brown patination, mounted on a  
variegated green marble rectangular base; encircled title in cast 'PP',  
dated in cast '1911'

*52cm high (pipe shortened)*

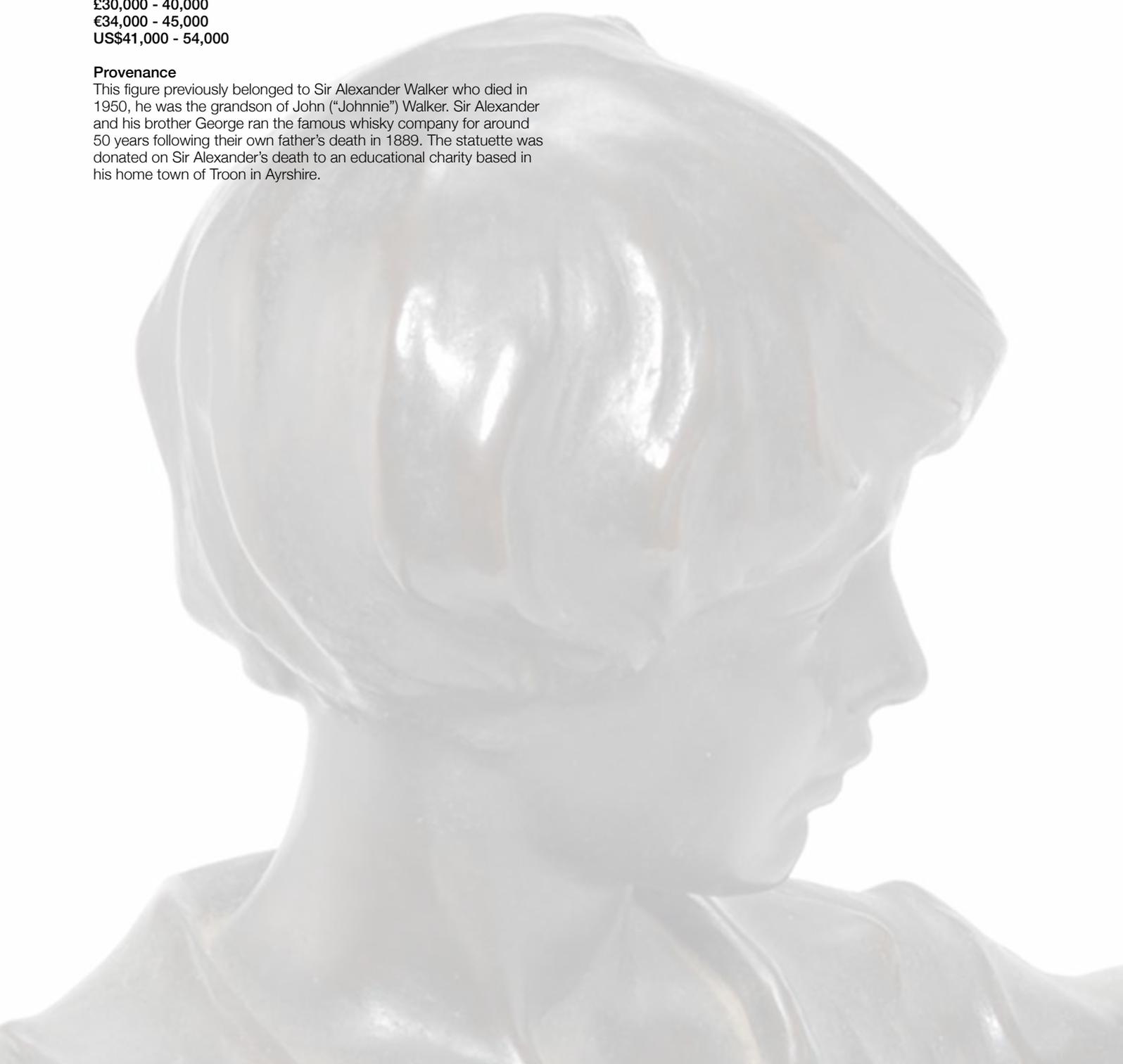
**£30,000 - 40,000**

**€34,000 - 45,000**

**US\$41,000 - 54,000**

**Provenance**

This figure previously belonged to Sir Alexander Walker who died in  
1950, he was the grandson of John ("Johnnie") Walker. Sir Alexander  
and his brother George ran the famous whisky company for around  
50 years following their own father's death in 1889. The statuette was  
donated on Sir Alexander's death to an educational charity based in  
his home town of Troon in Ayrshire.











# THE SPAINS HALL BED

51 TP

## **A GEORGE III PAINTED WOOD AND EMBROIDERED CANOPY BED**

circa 1780

With valances, hangings and curtains variously embroidered on linen-backed silk with the Order of the Garter, irises and foliage, the shaped arched canopy carved with a stiff-leaf top edge above a ribbon-and-reel moulding, on ring turned baluster front columns decorated with oak leaves and acorns, over a shaped *entrelac* carved frame, on turned tapering front legs with recessed brass castors, and square section rear legs terminating in wooden castors, *typical minor restorations to the needlework. 164cm wide x 197cm deep x 286cm high, (64 1/2in wide x 77 1/2in deep x 112 1/2in high)*

**£20,000 - 30,000**

**€23,000 - 34,000**

**US\$27,000 - 41,000**

### **Provenance**

By family repute the offered lot was among a number of items which John Coope possibly purchased at Christie's, London, Queen Charlotte's sale, May 1819.

John Coope, whose son was Octavius Edward Coope MP (1814-86), was born in London in 1760 and resided at Great Cumberland Place.

John, who went on to marry Anna Maria Doorman (herself born in 1791), was the most likely purchaser of the bed.

It was allegedly brought to Spains Hall in Finchingfield, Essex by Mabel Coope, John's granddaughter, probably following her marriage in 1876 to Archibald Weyland Ruggles-Brise. Spains Hall, Finchingfield, Essex and thence by descent.

It is possible that the needlework was executed by the young ladies and teenage girls who formed part of a school of embroidery established in London during the early 1770s by Mrs Phoebe Wright. Although the idea was in fact proposed by Her Majesty Queen Charlotte (1744-1818), the institution itself was never granted the title of 'The Royal School of Embroidery', despite it being generally overseen by the Queen herself.

Upon discovering that various young daughters of professional men, connected in some way with the Royal court, were living in a state of poverty following a downturn in their families' fortunes, Queen Charlotte took action to rectify this. The widower Mrs Phoebe Wright was asked by the Queen to set up a school in order to assist such girls' short term needs by providing them with somewhere suitable to live, teach them essential feminine skills, as well as help them to learn the profession of embroidery thereby giving them the opportunity to financially support themselves in the future. Also Queen Charlotte donated the school that was consequently established with an annual sum of £500.

The most notable commission was for the embroidery on the Queen's new state bed at Windsor Castle, which is now housed at Hampton Court Palace. However, as a result of this Royal seal of approval and aforementioned sponsorship, numerous aristocrats and wealthy members of the gentry subsequently commissioned a variety of needlework from Mrs Wright's institution. Following Phoebe Wright's death in 1778, upon the advice of Queen Charlotte the former's niece Mrs Pawsey took over the management of the school. Significantly its charitable ethos, excellent reputation and national renown were retained, while orphaned or disadvantaged girls from the daughters of clergymen and military officers also began to be accepted places at the establishment.

Spains Hall is an Elizabethan country house near Finchingfield in Essex. The hall is named after Hervey de Ispania, the first family to own the house. The Estate passed to the Kempe family on the marriage of Margery de Ispania to Nicholas Kempe in the early 15th century. After the Kempe line failed, the house was bought in 1760 by Samuel Ruggles. Spains Hall remains the seat of his descendants the Ruggles Brise family. The current house dates to circa 1570, with earlier parts. The principal façade was remodelled by William Kempe in around 1585, and Dutch gables and silvered lead drainpipes were added by Robert Kempe in 1637. A park of around seven hectares surrounding the house was landscaped to a plan by Humphry Repton in around 1807; the new landscaping re-used a series of early 17th-century fishponds as ornamental water features.

In the first half of the 17th century Sir Robert Kempe inherited the estate and was knighted by Cromwell in the hall at Spains. No son was living at his death so he was succeeded by Thomas Kempe at Pentlow. Thomas' grandson John died in 1726 and the Kemptes of Essex died out in the male line. John Kempe's sister, Mary (d. 1730), took the property by her marriage to Sir Swinnerton Dyer, 3rd Baronet (1688-1736) of Great Dunmow in 1727 and with no sons in the family the estate passed to his youngest brother, Sir Thomas Dyer, 5th Baronet (1694-1780), (Essex Records Office, Estate and Family Records, Ruggles-Brise family of Spains Hall, Deeds, 1734-36, D/DRs/F7) who eventually sold the estate to Samuel Ruggles of Bocking in 1760.

Prior to his death in 1736, Sir Swinnerton Dyer appears to have undertaken some works at the Hall, organising a conveyance of property and a mortgage agreement (Essex Records Office, Estate and Family Records, Ruggles-Brise family of Spains Hall, Deeds, 20 December 1734-22/23 December 1735 D/DRs/T3/5, D/DRs/T3/6 and D/DRs/T3/7) although this also coincides with the 1735 marriage of Sir Swinnerton Dyer's only daughter Anne who was to receive the vast sum of ten thousand pounds on this occasion. By 1760 and the sale of Spains Hall various records state that the estate was sold to Samuel Ruggles in a rather dilapidated state. In the Ipswich Journal newspaper archive, there appears a record of a contents sale on February 25th 1761:

*'To be sold by auction on the 10th, 11th and 12th of March at Sir Thomas Dyer's, Bart, of Spains Hall, Finchingfield, Essex. Household goods-feather beds- blankets... '.*

Although it has not been possible to trace a copy of any catalogue it seems likely that Samuel Ruggles would have needed to have purchase furniture for the hall and this may have been negotiated with the sale of the Hall or purchased from the contents sale as he was moving from a more modest village house on Bradford Street, Bocking (Essex Records Office, Sound Archive, 1985).

### **The Ruggles family at Spains Hall**

Samuel Ruggles, the Bocking clothier and his eldest son both died in 1764 and his younger son John only came of age in 1769. The previous year a fire had destroyed the north-east wing of the Hall, which John then had rebuilt. He used Spains Hall as a bachelor retreat, and bequeathed it to his cousin Thomas on his death in 1776. Thomas Ruggles (1737?-1813) moved from Clare in Suffolk to Spains Hall in 1795 and began a series of repairs and alterations, including the building of a new south-east wing by J A Repton (1775-1860) and the development of the park. In 1807 Ruggles commissioned Humphry Repton (1752-1818) to suggest improvements to the gardens. Thomas was succeeded in 1813 by John Ruggles who took the additional name of Brise in 1827. John died in 1852 and left the estate to Colonel Sir Samuel Ruggles Brise (1825 – 1899).

### **Literature**

K. Kane, *"Mrs Phoebe Wright's Celebrated Establishment"*, *The Regency Redingote*, 2012, [www.regencyredingote.wordpress.com](http://www.regencyredingote.wordpress.com)





52

**A GEORGE I EMBROIDERED  
WALL HANGING**

*circa 1720*

worked with individual bird and flower motifs in a multitude of stitches  
in polychrome wool and arranged horizontally across a linen ground  
with later backing and braided,

£2,500 - 3,500

€2,800 - 3,900

US\$3,400 - 4,700

53

**A GEORGE I IRISH SILVER BEER JUG**

by Alexander Sinclair, Dublin 1715

With a rounded body and scroll handle, engraved with the shield of Stephen Fitz-Arthur Lynch, height 19cm, weight 24oz.

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,800

The shield recorded in the mid-16th century for Stephen Fitz-Arthur Lynch, of an Anglo-Norman family and one of the Merchant Tribes of Galway. He was Mayor of Galway and ancestor of Sir Henry Lynch, MP, created a baronet in 1622.

Sir Henry was succeeded in 1691 by Sir Robuck [Roebuck] Lynch, 4th Bt of Castlecarra, co. Mayo, an estate which his father, a lawyer and Baron of the Exchequer had been granted with 6400 acres in 1678 before fleeing to France after the Glorious Revolution.

The 6th baronet adopted the family surname Lynch-Blosse following his 1749 marriage to the heiress of Tobias Blosse of Suffolk.

54

**A GEORGE I IRISH SILVER MOLINET**

by Thomas Bolton, Dublin 1726

The turned wood handle leading to the tapering stem, the end with three pierced blades, engraved with the shield and crest of PIGOTT of co. Cork, Ireland, length 31.5cm, weight 2oz.

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,800

Emanuel Pigott of Chetwynd served as MP for Cork from 1735-60. His grandson Thomas Pigott (1734-1793) was Major-General Governor of Cork and MP (1776-1793), and died leaving a son George, Lt. Col. of Roden's Regiment of Fencible Cavaliers who was created a baronet in 1808. The title is still extant.

Drinking chocolate was introduced into England in the middle of the 17th century, with the earliest known silver chocolate pot hallmarked for London 1685. The drink never reached great popularity in Ireland, and only around fifteen chocolate pots survive today with Irish marks.

The tool needed to mix and aerate the drink was known as a molinet or chocolate mill. They were usually composed entirely of wood, and examples made of silver are very scarce. One molinet, very similar to the present lot, is in the Colonial Williamsburg collection and hallmarked for London 1709.

The technique of preparing drinking chocolate is described in John Worlidge's *Vinetum Britannicum*, published in 1676:

'...be sure whilst it is boyling, keep it stirring, and when it is off the fire, whirr it with your hand mill...and the rough end in the liquor, causes an equal mixture of the liquor with your chocolatte and raises a head or froth over it...'



53



54



55

**A 16TH CENTURY PARCEL-GILT SILVER CHALICE AND PATEN**

*unmarked*

The hexafoil base engraved on one panel with the Crucifixion, the stem with a pierced ornate knop, the paten with raised border and traces of gilding, with a later fitted wood case and oak-handled knife, *height 19.5cm, weight 11oz.*

**£2,000 - 3,000**

**€2,300 - 3,400**

**US\$2,700 - 4,100**

This chalice and paten have been spectrographically tested at the London Assay Office. The report included in this lot concludes, with 98/99% probability, that the chalice (tested in four places) and paten date between 1500-1600.

Surviving chalices from the 16th century are scarce: the spoliation of cathedrals and churches by Henry VIII and Archbishop Parker's declaration in 1569 that 'profane cups, bowls, dishes or chalices' should be banned resulted in a great many pre-reformation examples ending up in the melting pot. Some were also taken to silversmiths to be converted into Communion cups. In the period of the 16th century after the reformation non-conformists were subjected to persecution and fines. However, there were still large numbers of Roman Catholics and services continued, of which chalices were a necessary part. The form of the current chalice suggests a late 16th century origin, and may be considered a piece of early Catholic recusant silver.

The present lot has come down to its current owner by decent from the Salisbury family. The earliest reference to the chalice is 1851 when it was kept at Rhug Chapel, Denbighshire, Wales. The private chapel was built by Colonel William Salisbury in 1637 where the chalice was seen and discussed by Maurice Ridgeway. In a letter to the present owner (and later in his work on the silver of the St. Asaph Diocese where the chalice is illustrated) he expressed his view that the chalice was made later than previously thought, following the High Church fashion encouraged by William Laud, Archbishop of Canterbury 1633-45. Ridgeway goes on to suggest that it was most likely made at the time of the erection of Rhug Chapel in 1637. However, this is at odds with the recent results from the London Assay Office.

**Literature**

John Parker (MS) National Library of Wales.

Maurice H. Ridgeway, 'Church Plate of the St. Asaph Diocese', (Denbigh 1997), page 241.



56

**A 17TH CENTURY NORWEGIAN SILVER PEG TANKARD**

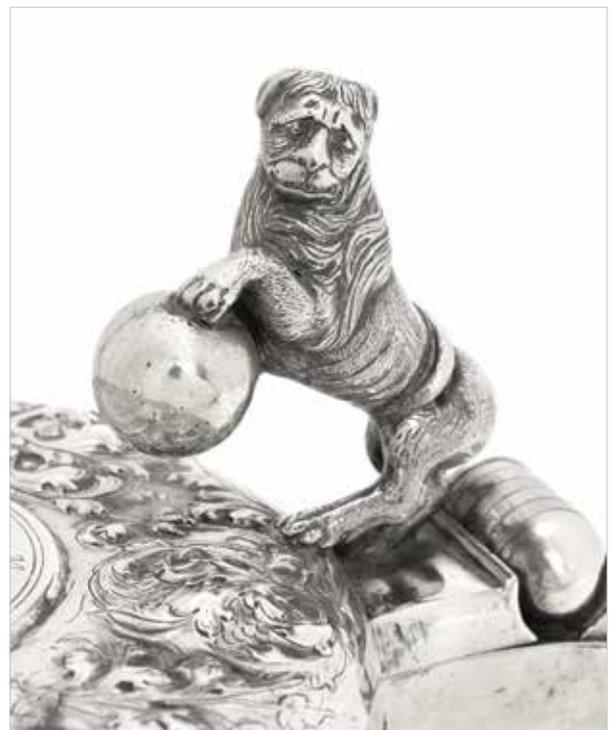
*by Johannes Reimers, Bergen circa 1690*

Straight-sided cylindrical form, with a lion and ball thumb-piece, the body and lid embossed and chased with foliate and scroll decoration, on three bud feet with cut-card supports, the lid engraved with arms and the inscription 'C:Gm M:Hm', height 26.5cm, weight 46.5oz.

£8,000 - 12,000

€9,000 - 14,000

US\$11,000 - 16,000



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.



57

**A CHARLES II SILVER CUP AND COVER**

*maker's mark TA, mullet and pellets below, (see revised Jackson p.124), London 1662*  
The bellied body chased with large flowers and leaves, acanthus borders to the two reserves, one with armorial engraving, caryatid handles, the cover similarly chased between two vacant reserves, with a short pedestal top, height 15.4cm, length handle to handle 20cm, weight 20.9oz.

£3,000 - 4,000  
€3,400 - 4,500  
US\$4,100 - 5,400



58

**A CHARLES II SILVER CUP AND COVER**

*by Arthur Manwaring, London 1675*  
The cover with bud finial surrounded by swirling acanthus leaves, the body with two scroll handles and acanthus leaves to the lower part, engraved with a shield and crest, height 14.5cm, length 20.5cm (handle to handle), weight 21oz.

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,700 - 4,100



59

**A QUEEN ANNE SILVER PUNCH BOWL**

*by William Denny, London 1705, Britannia standard*

With two broad fluted bands between narrow matted bands and leaf motifs, each side chased with an oval cartouche enclosed by scrolls and fishscales, one side engraved 'DONCASTER PLATE 1705', applied with two lion mask drop-ring handles, circular foot with a fluted band, height 19.1cm, diameter 32.5cm, weight 76.5oz.

£6,000 - 8,000

€6,800 - 9,000

US\$8,100 - 11,000

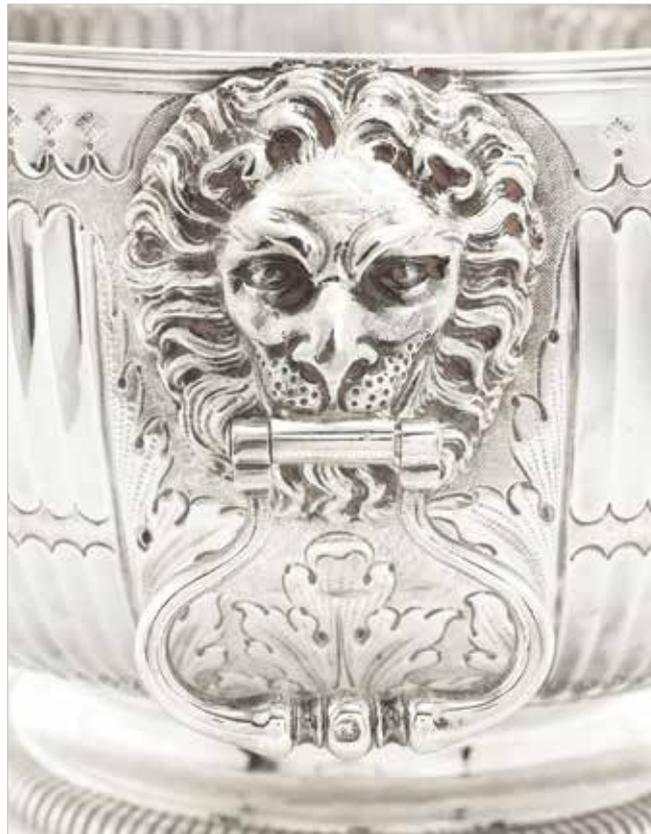
Doncaster has a long history of horse racing, with regular meetings having been held there since the 16th century. Yorkshire town corporations often encouraged races to be held. In the early 18th century Doncaster corporation is known to have donated cash towards race prizes, between 1704 and 1710 four guineas was offered towards 'a plate'. It was traditional for an item of silver (known as plate) to be awarded as a prize, and the following newspaper notice may refer to the current lot:

*London Gazette 7th-11th June 1705*

'Two plates to be run for on Doncaster Common the third Thursday and Friday in July next, and to enter the day fortnight before: the first plate 12 stone, 3 heats, for any horse, mare, or gelding, gentlemen to ride; the other is 4 miles, 10 stone, for any horse, mare, or gelding, that never ran before.'

**Literature**

Iris Maud Middleston B.A., May 2000





60

**A JAMES I SILVER SHELL-FORM SPICE OR SUGAR BOX**

*maker's mark two staves in saltire between the initials 'B T', (see revised Jackson p.107), London 1611*

The hinged cover realistically chased as a scallop shell backed by rippling water and two shells, the body with plain sides, the cover and base with ovolo borders, with four snail feet, *length under the base 13.7cm, weight 10.3oz.*

**£40,000 - 60,000**

**€45,000 - 68,000**

**US\$54,000 - 81,000**

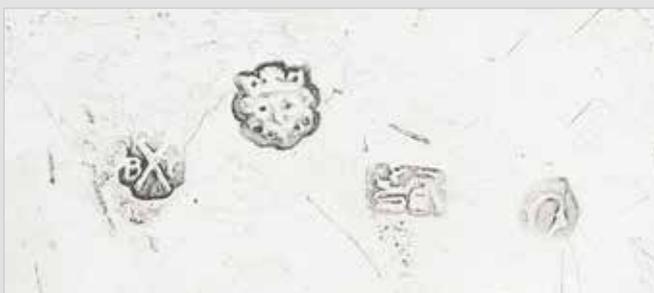
The above lot has been on public display in the silver galleries at the Victoria and Albert Museum since 1974.

**Provenance**

A wedding present to Sir Godfrey Nicholson, Bt and his wife, Lady Katharine (the fifth daughter of the 27th Earl of Crawford) married 1936, and thence by descent to their daughter, Baroness Emma Nicholson of Winterbourne.

A similar shell-form spice box on snail feet, by the same maker, 1609, was sold from the collection of the late Charles L Poor, Sotheby's New York, 26 October 2005, lot 136; another similar box, of the same maker and date was exhibited in the Fogg Art Museum, Harvard University, Cambridge Massachusetts, USA; another similar example also by the same maker, 1612, was in the collection of Mrs Winston F Guest, and sold at Sotheby's New York, 17 June 1981, lot 55.

Other examples, with the maker's mark TI are noted, including an example sold in these rooms, 30 June 2010, lot 260, with scalloped feet.





61 YΦ

**A LATE 17TH CENTURY NORTHERN ITALIAN EBONY,  
CALAMANDER, ROSEWOOD AND IVORY AND  
BONE INLAID MARQUETRY TABLE CABINET**

probably Milanese

of rectangular form with gilt copper bronze grotesque mask and scroll carrying handles, crown and twin putti escutcheon and pierced corner mounts, the fall front with a central rectangular panel depicting Perseus and Andromeda within a floral vase, grotesque and foliate scrolling border, the top with a silhouette outline panel depicting centaurs within similar borders, the sides with scrolling tablets, the figural and foliate scroll decorated interior fitted a central architectural arched door with vase finial flanked by various drawers below a single sectional frieze drawer, with key, 40cm high, 53cm wide, 37.5cm deep

£4,000 - 6,000

€4,500 - 6,800

US\$5,400 - 8,100

62 TP

**PETER SHIRE FOR MEMPHIS,  
AN EARLY HOLLYWOOD CORNER TABLE,  
DESIGNED 1982 IN LOS ANGELES,  
MANUFACTURED BY MEMPHIS IN MILAN**

Painted steel, painted and laminated wood  
99cm x 93cm x 83cm

£2,000 - 3,000

€2,300 - 3,400

US\$2,700 - 4,100

**Provenance**

A private UK collection.

**Exhibitions**

Victoria & Albert Museum, London  
Design Museum *Memphis Milano in London*  
1982



63 TP

**PETER SHIRE FOR MEMPHIS,  
AN EARLY BRAZIL TABLE,  
DESIGNED LOS ANGELES 1981,  
PRODUCED IN MILAN**

Lacquered wood  
203cm x 79cm x 72cm

£2,000 - 3,000

€2,300 - 3,400

US\$2,700 - 4,100

**Provenance**

A private UK collection.

**Exhibitions**

Victoria & Albert Museum, London  
Design Museum, *Memphis Milano in London*  
1982  
Brighton Museum and Art Gallery 1993





64 TPY

**PIERRE CHAREAU (FRENCH, 1883-1950);  
AN ART DECO TABLE**

CIRCA 1924

side table model MB 106; softwood with rosewood veneer;  
a connected nest of tables, the four wedge shapes in graduated sizes,  
each fitting beneath the one above, with full curved leg and brass hinges  
*66 x 55.5 x 40 cms (26 x 22 x 15¾ in.)*

**£35,000 - 50,000**

**€39,000 - 56,000**

**US\$47,000 - 68,000**

**Provenance**

Purchased in Bordeaux, France.  
Previously offered by Auctionata,  
December 6, 2016.

**Literature**

L'Art Vivant, Paris, February 1926, p.148  
Mobilier et Décoration, Paris, April 1927, p.99  
Mobilier et Décoration, Paris, November 1928, p.201, 203, 207  
Art et Décoration, Paris, May 1932, p.134  
Pierre Chareau, M. Vellay/K. Frampton, Paris 1984, p.25, 81, 211, 320



65 TP

**A PAIR OF LARGE AND IMPRESSIVE 19TH CENTURY STEP-CUT TEN LIGHT CHANDELIERS ATTRIBUTED TO PERRY & CO.**

the alternating high and low spiral twist scrolling arms with cylindrical metal nozzles and later diamond moulded dished drip pans issuing from a vertical reeded ogee bowl receiver, the similarly decorated panelled composite baluster shaft surmounted by a tiered canopied corona below a bulbous bowl and ring suspension, the whole hung with faceted glass button and pear shaped pendant drops and strung with strings of faceted glass buttons, the similarly hung knopped lower canopy with elongated chip cut and faceted ball pendant terminal, *with alterations and adaptations, the upper section of one shaft replaced, the arms and bowl receivers fitted for electricity, 160cm drop approximately. (2)*

**£25,000 - 35,000**

**€28,000 - 39,000**

**US\$34,000 - 47,000**

**Provenance**

By repute Dublin Castle, Dublin.

Acquired by Vincenzo Forte (1906-1977), a member of the Forte hospitality dynasty for his house in Poole, Dorset circa 1964.

Designs for Perry & Co chandeliers are held at the V&A Museum archive (no.95 C 85) and found in a 44-page volume sketch book by Mr Bartlett, the designer for Perry & Co. This pair 10 light chandeliers relate to pages 2 and 4 from the sketch book for the period 1867-1879 and shows clearly the form, style and drops associated with Perry & Co at this time.

The firm of Perry & Co. were makers of cut glass chandeliers, lustres and candelabra who were established in 1817 with premises in New Bond Street, London. The firm had previously traded as Parker and Perry and had been founded by William Parker in 1756 and counted the Royal family amongst its many patrons. Perry supplied the Prince of Wales at Carlton House. In 1822 William Perry was joined in the firm by his nephew George and from then they traded as William and George Perry. William Perry retired in 1841 when George's brother Richard joined the firm. They continued to trade from New Bond Street until 1890 when the firm moved to Grafton Street.

For a history of Perry & Co. see M.Mortimer, *The English Chandelier*, Suffolk 2000, pp.150-155. A pair of related chandeliers were sold Sotheby's, London, 5 July 1996, lot 133. A related single Perry & Co chandelier is illustrated by M.Mortimer *ibid.*, pl.92. Other related chandeliers attributed to Perry & Co. include a smaller single example Christie's New York, 18 October 2001, lot 344 and a further single example from the collection of Mr and Mrs Jack Warner, 12 October 1990, lot 130.

Vincenzo Forte was born in 1906 in Greenock, Scotland, to Italian immigrants from the tiny village, Mortale, Casalattico, Italy, from which many of the Forte family originated. He was in the ice cream and cafe business and moved down to the South coast of England in the 1930s along with many other members of the Forte family. He moved with his brother Tony and settled in the Somerset and Dorset area, marrying Lillian Wride in 1937 in Weston-Super-Mare. Vincenzo and his brother Tony ran restaurants and cafes, known as Fortes in the Bournemouth area. Vincent died in 1977 in Poole, leaving his wife and no children. His wife Lillian died in 2013. Vincenzo was a cousin of Charles Forte, Baron Forte (1908-2007).



66 \*AR

**AFTER FRANÇOIS POMPON (FRENCH, 1855-1933)**

*Ours blanc*

signed 'POMPON' (on the side of the left hind paw) and stamped with the foundry mark 'CIR C. VALSUANI PERDUE' (on the underside on the left hand paw)

bronze with brown-black patina

24 x 44cm (9 7/16 x 17 5/16in).

Conceived in 1922, this bronze in the reduced size of 1925, this cast at a later date.

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 20,000

**Provenance**

Private collection, Switzerland.

Thence by descent to the present owner.



**Literature**

E. Des Courières, *François Pompon, Vingt-sept reproductions de sculptures*, Paris, 1926, p. 49 (another cast illustrated and incorrectly dated '1921').

R. Demeurisse, *Catalogue illustré des oeuvres de François Pompon*, Paris, 1934, no. 88 (marble version illustrated n.p.).

V. Arwas, *Art Deco*, London, 1992 (another cast illustrated p. 170).

M. Dufrene, *Authentic Art Deco Interiors from the 1925 Paris exhibition*, Suffolk, 1989, pl. 26 (another cast illustrated n.p.).

C. Chevillot, L. Colas & A. Pinget, *François Pompon, 1855 - 1933*, Paris, 1994, no. 122 (another cast illustrated pp. 211 & 212).

Exh. cat., *Rétrospective François Pompon 1855 - 1933*, Paris, 1999, nos. 85 & 87 (another cast illustrated n.p.).

C. Benton, T. Benton & G. Wood, *Art Deco 1910 - 1939*, London, 2003, no. 12.11 (another cast illustrated p. 149).

E. Bréon & R. Pepall, *Ruhlmann: Genius of Art Deco*, exh. cat., Italy, 2004, no. 74 (another cast illustrated p. 46 and marble version illustrated p. 300 and titled 'Polar bear').



67

**RENÉ LALIQUE (FRENCH, 1860-1945); A 'BELLECOUR' VASE**

ENGRAVED 'R.LALIQUE' SIGNATURE; PRE 1947

clear glass body with four frosted and polished birds perched on berries and brambles, highlighted with sepia staining; Marcilhac no.993; design introduced 1927

height 29.3cm

£12,000 - 18,000

€14,000 - 20,000

US\$16,000 - 24,000



58

68  
**A PAIR OF RARE NAPOLEON III GILT BRONZE MOUNTED GREEK PORPHYRY VASES AND COVERS**

in the Louis XV transitional taste the pear shaped bodies with twin applied acanthus leaf handles united by fruiting ivy garlands suspending from circular bosses, the covers with asymmetric flowering acanthus finials, the lower sections with stiff leaf borders raised on beaded circular waisted socles and shallow square bases, each raised on a conforming shallow square rouge marble plinth, 48cm high (2)

£15,000 - 20,000  
 €17,000 - 23,000  
 US\$20,000 - 27,000

A comparable single large vase of similar Greek Porphyry carved in the 18th century by Augustin Bocciardi or Pierre Jean-Baptiste Delaplanche after a design by Francois-Joseph Bélanger with gilt bronze mounts by Pierre Gouthière dated to circa 1775-1780 is now in the permanent collection of the Musée du Louvre, Paris.

69 TP  
**PASQUALE MIGLIORETTI (ITALIAN, 1823-1881): A CARVED WHITE MARBLE GENRE GROUP OF TWO PEASANT CHILDREN AND A GOAT**

the seated girl and young boy flanking the inquisitive animal raised on its hind legs, the naturalistic oval base signed and dated to one side P. Miglioretti 1852, 114cm high, raised on an ebonised swept canted wooden plinth, 184cm high overall (2)

£15,000 - 20,000  
 €17,000 - 23,000  
 US\$20,000 - 27,000

Pasquale Miglioretti exhibited at the Royal Academy in London twice. In 1865 he exhibited 'Virgo Virginum' (cat. no 920) and 'Charlotte Corday before the death of Marat' (cat no. 841). Then in 1866 he exhibited 'The First Sorrow' (cat. no. 848).

Miglioretti's status as one of the leading Italian sculptors of his generation was subsequently confirmed the following year when a version of 'Charlotte Corday before the death of Marat' was awarded a gold medal at the 1867 Universal Exhibition in Paris. Two other versions of this particular work have come onto the art market in the last two decades.

**Related Literature**

Alfonso Panzetta, Nuovo dizionario degli scultori italiani dell'Ottocento e del primo Novecento, 2003, AdArte, p. 124.





70

**AN ARTS & CRAFTS SILVER CENTREPIECE**

*by Omar Ramsden, London 1934 / 1935*

Shaped-oblong form with central projections featuring the arms of Baron Hyndley of Meads, Sussex, at each end a mermaid on rope support, with a removable flower grille, the body with applied insignia for a Knight Bachelor, a Baronet, a knighthood of the Order of the Crown of Italy and the 1935 jubilee medal for George V, accompanied by a photo and a signed note from Omar Ramsden to Lord Hyndley, length 44.5cm, weight 87oz.

£12,000 - 15,000

€14,000 - 17,000

US\$16,000 - 20,000

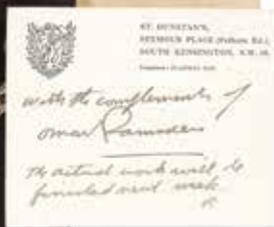
This lot was commissioned by Lord Hyndley as a gift for his daughter Millicent Joyce Hyndley (1914-1992) on her 21st birthday. It can be compared to a rose bowl, also by Omar Ramsden, commissioned by Lord Hyndley for his other daughter, Elizabeth, and sold in these rooms on 22nd July 2011.

1st Viscount John Scott Hyndley GBE (1883-1963) was a British businessman and industrialist. During the First World War he was a member of the Coal Controllers Export Advisory Committee and provided valuable assistance in the supply of coal to Italy. After the war he was awarded a knighthood of the Order of the Crown of Italy in gratitude.

Hyndley was director of the Bank of England between 1931 and 1945 and became the first chairman of the National Coal Board upon its creation on 1st January 1947. Knighted in 1921, he was created a Baronet in 1927 and Baron in 1931, then Viscount in 1947. In 1953, he was master of the Clothworkers' Company.

**Provenance**

Property of 1st Viscount John Scott Hyndley GBE.  
Thence by descent to the present owner.





71

**OMAR RAMSDEN: A SILVER MOUNTED AND ENAMELLED MAPLE WOOD MAZER BOWL**

*London 1928, also engraved 'OMAR RAMSDEN ME FECIT'*

Circular, the flaring rim with a band of scrolls and teardrops, with three pendant foliage motifs below, corresponding with three applied Tudor rose motifs to the inside of the bowl, the inside centred with a silver mounted and enamelled boss, the rim and spreading circular foot also applied with rope-twist bands, *height 12cm, diameter 22.8cm.*

£7,000 - 9,000

€7,900 - 10,000

US\$9,500 - 12,000

The shield of STEVENSON, originally of Derbyshire, with a crescent for a second son.





72 TP

**A FINE TABRIZ CARPET**

*North West Persia,  
512cm x 327cm*

£18,000 - 22,000

€20,000 - 25,000

US\$24,000 - 30,000



**AIMÉ JULES DALOU (FRENCH, 1838-1902): A TERRACOTTA FIGURAL GROUP OF 'BOULONNAISE ALLAITANT SON ENFANT (A SEATED FIGURE OF A MOTHER NURSING HER BABY)'**

possibly an experimental studio cast with hand working derived from an original plaster modelled after 1894

the seated mother with her cloak wrapped about her wearing a tooled lace bonnet, her shoulders with pin-tucked and ruched detailing, on oval base, 61cm high

£7,000 - 10,000

€7,900 - 11,000

US\$9,500 - 14,000

**Provenance**

Purchased in Paris sometime in the 1950s by the current owner's father.

Recognised as perhaps one of the premier sculptors of 19th century France, Aimé-Jules Dalou was admired for his perceptiveness, free execution, and unpretentious realism and was a friend and contemporary of Rodin.

The son of a glove maker, he was initially trained in drawing at the Petit École in Paris where he was encouraged to do sculpture. In 1854 he entered the École des Beaux-Arts where he then trained for four years. He first exhibited at the Paris Salon in 1861 but was refused the prestigious Prix de Rome which would have done much to further his career due to his left-wing political sympathies and 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. As a supporter of the Paris Commune whilst curator of the Musée du Louvre under Gustave Courbet, he was subsequently forced into a period of self-imposed exile from France in 1871 and made his home in London. He was then 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.

During his exile in London Dalou initially stayed with the sculptor Alphonse Legros who sculpted his portrait bust in bronze which is now in the permanent collection of the National Portrait Gallery. Dalou later became professor of sculpture at the National Art Training School at South Kensington associating himself with the artists of the New Sculpture movement. During this time, he produced a series of terracotta statuettes and groups including 'The Reader' and 'A French Peasant Woman' and a small series of portrait busts of friends and acquaintances before concentrating on more monumental works including a large public fountain of 'Charity' behind the Royal Exchange, London.

Dalou created several intimate maternal themed figural groups depicting mothers with their offspring whilst in England, presumably with an eye for the taste of the English collector beginning with 'Maternal Joy' which was exhibited as a full-size plaster at the Royal Academy in 1872 and 'Paysanne française' and 'Hush a bye Baby' both of which were exhibited as full-size terracotta models at the Royal Academy in 1873 and 1874 respectively. The latter group depicting a bourgeois mother and child in turn provided the inspiration for a marble group entitled 'The Rocking Chair' created for the Duke of Westminster in 1875.

The success of these works lead Dalou to exhibit his first version of 'Boulonnaise allaitant son enfant' as a full-size model in terracotta at the Royal Academy in 1877 to great acclaim. This model put one of his favoured subjects, that of a young Boulonnaise woman in traditional provincial costume previously used in smaller scale models as a single figure and with an older female companion in the role of a young nursing mother.

Until the recent rediscovery of the 1877 full size terracotta (2014), the subject of the nursing Boulonnaise was perhaps better known by its variant model in plaster, with editions in porcelain (Sèvres) and bronze (Susse Frères). This unsigned and patinated plaster figure which measures 67cm high and dates to around or just after 1894 is now in the collection of the Petit Palais, musée des Beaux-arts de la Ville de Paris (Inv. PPS00299) and was acquired by the museum from the sculptor's daughter Georgette after Dalou's death in around 1905. A contemporary photograph shows the plaster in Dalou's atelier on or around this time.

The current lot appears to be an apparently unrecorded near identical studio reduction of this unsigned plaster model, cast and then hand-worked in terracotta with perhaps some changes to the proportions of the base suggesting that Dalou was possibly experimenting with slightly different sized versions of the subject in both plaster and terracotta. The piece also shows similar asymmetric stepped fine casting lines to the back of the figure comparable to the Petit Palais model and typical hand modelling to the front drapery and tooling to the details of the bonnet and the shoulders of the blouse.

**Related Literature**

A. Simier and M. Kisiel, Jules Dalou, le sculpteur de la République, Catalogue des sculptures de Jules Dalou conservées au Petit Palais, exh. cat. Petit Palais, Paris, 2013, pp. 346 and 350





74 \*YΦ

**WIENER WERKSTÄTTE; A VIENNESE SILVER AND IVORY  
THREE-PIECE TEASET**

STAMPED MAKER'S MARKS; CIRCA 1905

comprising; a teapot, milk jug and sugar; the teapot of circular and domed form with hinged lid and cylindrical ivory finial and handle; the jug of circular and domed form with cylindrical ivory handle; the sugar of oval form; each piece with a wide decorative band of stylised leaves and roses, finished with delicate beaded edges

*teapot - 12cm high, 19.5cm across; jug - 5.5cm high, 12.2cm across; sugar 3.2cm high, 9cm across*

**£10,000 - 15,000**

**€11,000 - 17,000**

**US\$14,000 - 20,000**

**Literature**

Verlag Christian Brandstatter's 'Design der Wiener Werkstatte 1903-1932', page 271 for the same leaf and rose design on a different oval-shaped object, and page 281 for same shape design for the jug and teapot (teapot spout differs).

Werner J. Schweiger's 'Wiener Werkstatte; Design in Vienna 1903-1932', page 58 for further examples of the leaf and rose pattern on other objects.

75 TP

**ARMAND-ALBERT RATEAU (FRENCH, 1882-1938);  
A PAIR OF ARMCHAIRS**

STAMPED 'A.A.RATEAU'; CIRCA 1930

in oak with carved scrolling arms, carved tassels to tops of legs  
and carved flower motifs to centre top frame of back panels,  
seat and back panels with woven wicker  
74 x 57 x 46 cm. (29 x 22½ x 18 in.)

£15,000 - 20,000

€17,000 - 23,000

US\$20,000 - 27,000

**Provenance**

Anaf Arts Auctions, Lyon, France, 2001.





76 TP

**A FRENCH GILT BRONZE, ROCK CRYSTAL  
AND GLASS TWELVE LIGHT CAGE CHANDELIER**

in the Louis XV style, probably early 20th century  
the acanthus cast scrolling frame with corresponding nozzles and drip  
pans, the lower section centred by a sectional hexagonal baluster and  
pine cone finial, the whole hung with rosette and faceted diamond  
lozenge and flat pear-shaped drops and leafy apple and pear fruit  
shaped drops, the lobed and stiff leaf base with knopped foliate  
terminal and ball terminal,

*now slightly reduced in height and with some alterations, the upper  
scrolling corona section dismantled but some parts and some further  
ball components and drops present, 112cm drop approximately*

£12,000 - 18,000

€14,000 - 20,000

US\$16,000 - 24,000



77 TP

**A NAPOLEON III GILT AND PATINATED BRONZE AND WHITE MARBLE CLOCK TOGETHER WITH A PAIR OF SIX LIGHT GARNITURE CANDELABRA ENSUITE**

the clock signed to the dial L. Marchand A Paris, Rue Richelieu 57, the clock with elaborate arched case flanked by classical maidens clasping floral garlands and surrounded by an oval campana urn with rams mask mounts and floral finial, the 4.25" enamel Roman dial with Arabic outer divisions set within a ribbon tied reeded bezel above a maskhead, the breakfront plinth with fluted round ends and applied guilloche and foliate mounts raised on toupie feet, the twin train movement with Brocot type suspension striking on bell, the backplate stamped *VOR DEWINTERHER 570 A PARIS*, with pendulum and key, the five branch candelabra each with foliate urn nozzles and collars centred by a matching nozzle and collar with detachable flambeau finial and supported by a garland wrapped seated putto on fluted circular footed plinth base, *the clock, 65cm high, the candelabra, 88.5cm high* (3)

£15,000 - 25,000

€17,000 - 28,000

US\$20,000 - 34,000

The French catalogue of the 1862 International Exhibition records Leon Marchand as a fabricant des bronzes founded in 1820. The artistic director was M.Piat and they offered complete interiors, candelabras en fer forge et repouse, chenets and cheminees. At the 1862 International Exhibition, Marchand exhibited a figure of a fisherboy and a group of Cleopatra by the sculptors Schoenewerk and Cumberworth.



78



78 AR TP

**ANDRÉ DUBREUIL,  
A PAIR OF EARLY RAM CHAIRS,  
DESIGNED AND EXECUTED 1986-1987  
BY AD DECORATIVE ARTS**

Spot-welded and patinated steel rods  
with detachable hide seats  
60cm x 75cm x 88cm

£3,000 - 5,000  
€3,400 - 5,600  
US\$4,100 - 6,800

The present chairs differ from the standard examples in that they have ballooning front legs, a simpler back and no arms.

**Literature**

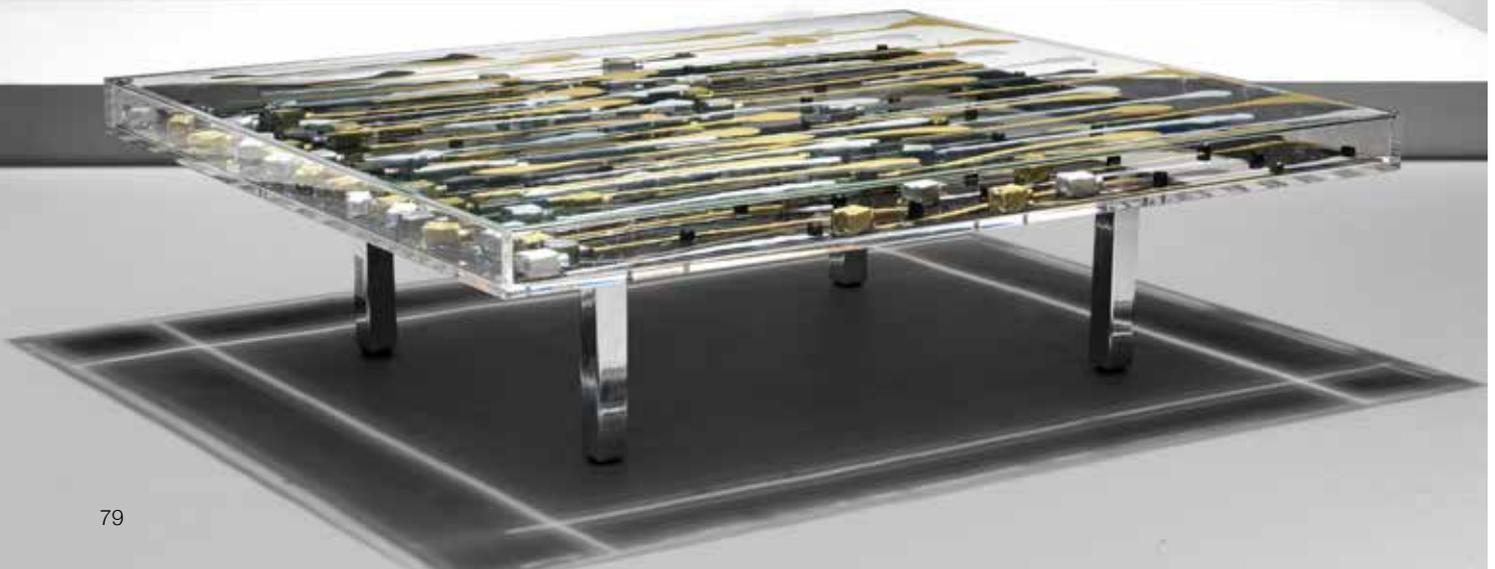
Jean-Louis Guillemin 'Andre Dubreuil, Poet of Iron', published Norma Editions, France 2016.

79 AR TP

**ARMAN, A KEROUAN TABLE**

Plexiglass frame enclosing upturned bottles  
of metallic varnish beneath a glass top,  
signed 'Arman' in silver metallic ink  
126cm x 100.5cm x 34.5cm

£6,000 - 8,000  
€6,800 - 9,000  
US\$8,100 - 11,000



79

80 TP

**STEFAN BISHOP, A PAIR OF PUDDLE TABLES DESIGNED 2014, EXECUTED IN THE ARTIST'S STUDIO IN LOS ANGELES**

Cast bronze, one example with a polished finish, the other with a waxed finish

Each table 78cm x 59cm x 55.5cm

£6,000 - 8,000

€6,800 - 9,000

US\$8,100 - 11,800

81 TP

**STEFAN BISHOP, A LARGE PUDDLE TABLE DESIGNED 2014, EXECUTED IN THE ARTIST'S STUDIO LOS ANGELES**

Cast bronze with polished finish

143cm 71cm x 39cm

£6,000 - 8,000

€6,800 - 9,000

US\$8,100 - 11,800



80



80



81



82 YΦ

**AN AMERICAN SILVER SIX-PIECE SILVER  
TEA SERVICE AND TRAY**

*by Marcus & Co, New York circa 1900*

Comprising a kettle and stand with burner, teapot, coffee pot, sugar bowl, cream jug, slop bowl and tray, with bands of Greek key and braid ornament, some pieces with ivory insulators and finials, engraved with the arms of CHILD of Yaxley, Hants., and of Middx., height of kettle 35cm, length of tray 81.5cm, weight total 438oz. (7)

£6,000 - 8,000

€6,800 - 9,000

US\$8,100 - 11,000



83  
**AN EXTENSIVE GEORGE III SILVER-GILT  
FIDDLE & THREAD PATTERN DESSERT SERVICE**

*by Paul Storr, London 1812*

Placings for thirty, comprising spoons, knives and forks, in a fitted wood case, with two grape scissors, one by 'IR', London 1808, the other by Eley, Fearn & Chawner, London 1809, weight without knives 132oz.

£4,000 - 6,000  
€4,500 - 6,800  
US\$5,400 - 8,100





84

**A SET OF FOUR VICTORIAN SILVER-GILT FIGURAL SALTS**

by Jean-Valentin Morel, London 1850, the bases engraved 'Morel & Cie à Londres'

Modelled as four children in 18th century dress holding baskets to sell their wares, on grass-effect bases with wood inserts, with a fitted wood box, height of the tallest 18cm, weight total 56oz. (4)

£12,000 - 18,000

€14,000 - 20,000

US\$16,000 - 24,000

Jean-Valentin Morel (1794-1860) was the son of a Parisian lapidary, and studied in the workshop of the gold box maker Adrien Vachette. He began business on his own account around 1830, later settling in Rue Neuve St Augustin in partnership with the French architect Henri Duponchel. After a lawsuit and the dissolution of the partnership, Morel was barred from working in the Department of the Seine, and moved his business to London. He registered his mark in 1849, and continued to produce the highest quality silver and jewellery. At the Great Exhibition of 1851, he was awarded a Council Medal.

Despite the success, Morel struggled financially and returned to France in 1852, winning the Grand Medaille for goldwork and jewellery at the Paris International Exhibition of 1855.

Morel exhibited a set of these four salts and those of the following lot at the Great Exhibition, where they were described in *The Official Catalogue* as 'Saltcellars representing figures on donkeys with baskets, embossed and chased; and figures holding baskets, modelled and chased.' One contemporary commentator in *The Crystal Palace and its Contents* illustrated the salts and selected them for special praise: 'The silver salt cellars, by Morel, are very beautiful little affairs, in the Louis Quatorze style. They represent rustic children, quite of the Watteau order, bearing baskets and dancing lightly under their burthens.'

This design of salt has been noted with hallmarks ranging from 1855-65 with makers' marks for John Samuel Hunt, Barnards, Garrard and C. & G. Fox. When Morel left London under financial difficulties in 1852 it seems likely that he sold his designs to raise funds.



85

**A PAIR OF VICTORIAN SILVER-GILT FIGURAL SALTS**

by Jean-Valentin Morel, London 1850,

the bases engraved 'Morel & Cie à Londres'

Modelled as basket-laden donkeys being encouraged forwards by girls in 18th century dress, the baskets with removable liners, on grass-effect bases with wood inserts, height 23.5cm, weight 59oz. (2)

£8,000 - 12,000

€9,000 - 14,000

US\$11,000 - 16,000

Morel exhibited a set of these salts and those of the previous lot at the Great Exhibition, where they were described in The Official Catalogue as 'Saltcellars representing figures on donkeys with baskets, embossed and chased; and figures holding baskets, modelled and chased.'



This box is sold as part of lot 84

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.



86 TP

**A FINE KASHAN CARPET**

*Central Persia,  
321cm x 210cm*

£15,000 - 20,000

€17,000 - 23,000

US\$20,000 - 27,000





87 TP

**GINO SARFATTI, FLOOR LAMP MODEL 1035,  
DESIGNED C.1948, MANUFACTURED 1948-1951  
BY ARTELUCE**

Painted aluminium, brass, marble  
216cm high

£8,000 - 12,000

€9,000 - 14,000

US\$11,000 - 16,000

**Provenance**

A private Milanese family.

The sale includes a certificate of authenticity from Archive Sandra Severi Sarfatti, Milan.

88

**FRANÇOIS-RAOUL LARCHE (FRENCH, 1860-1912);  
'LOÏE FULLER' A GILT-BRONZE FIGURAL LAMP**

SIGNED IN CAST; CIRCA 1900

depicting the famous performer in dramatically swirling windswept robes; signed in cast 'RAOUL LARCHE' and 'SIOT-PARIS' for the foundry; with indistinct impressed number  
33cm high

£6,000 - 8,000

€6,800 - 9,000

US\$8,100 - 11,000

**Literature**

Similar models were reproduced in different sizes and referenced in the following texts;

Alastair Duncan's 'Art Nouveau & Art Deco Lighting', Simon & Schuster Publishers, 1978, p. XXII, p. 45 (and on the back cover)

Pierre Kjellberg's 'Bronzes of the Nineteenth Century', Editions de l'Amateur, 2005, p. 438

87



88



88 (detail)

89 TP

**AN IMPRESSIVE CONTINENTAL GILT GESSO  
AND CARVED WOOD, GILT BRONZE AND  
CUT GLASS FIGURAL CENTREPIECE**

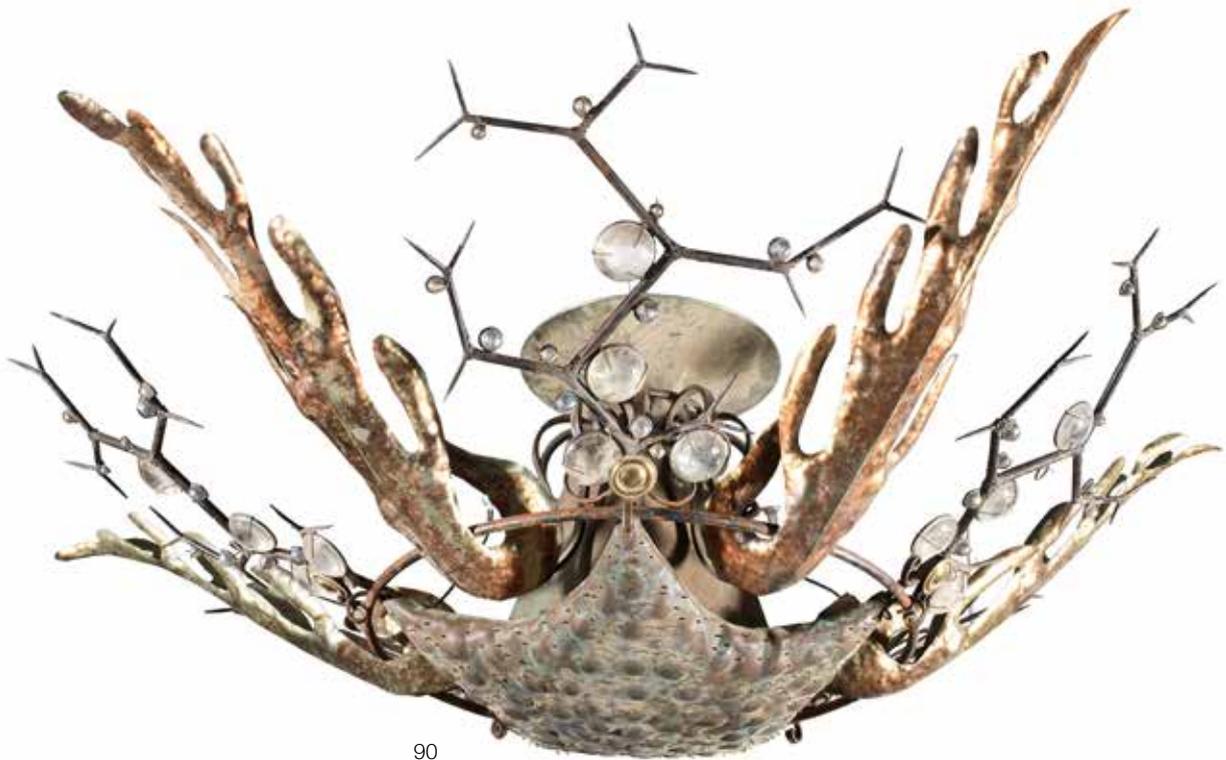
parts 19th century and later, the glass in the Baccarat style formed as twin kneeling classical maidens clasping a scroll paper cartouche initialed *T* before a central pedestal supporting a formalised palmette and stiff leaf upper section with inset oval bowl with ovolo scroll border and alternating radiating giltwood and glass aureole rays, each figure flanked to the far end by an elaborate acanthus scrolling arm supporting a matching scroll ended smaller oval bowl, the whole raised on a footed and foliate scroll mounted rectangular plateau stand with matching inset glass panels,  
*93.5cm high, 156cm long approximately*

**£25,000 - 35,000**

**€28,000 - 39,000**

**US\$34,000 - 47,000**





90

90 ART P  
**MARK BRAZIER JONES,  
 A UNIQUE CHANDELIER  
 EXECUTED 1997 FOR THE WHITE  
 ELEPHANT RESTAURANT, ATHENS**  
 Patinated and gilded bronze,  
 copper and oxidized iron,  
 iridescent glass cabochons,  
 253cm x 69cm

£5,000 - 8,000  
 €5,600 - 9,000  
 US\$6,800 - 11,000

91 ART P  
**MARK BRAZIER JONES,  
 JABBA COUCH DESIGNED C.1993,  
 THIS EXAMPLE EXECUTED 1999**  
 Gilt-bronze, buttoned fabric  
 237cm x 96cm x 72cm

£3,000 - 5,000  
 €3,400 - 5,600  
 US\$4,100 - 6,800

**Provenance**  
 A private collection,  
 commissioned directly from the artist.



91



92

92 AR TP

**MARK BRAZIER JONES, A PAIR OF LYBRA TABLES, EXECUTED 1999**

Wrought iron, patinated and scorched steel embellished with iridescent glass cabochons, scagliola marble, signed Mark Brazier Jones 1999  
 103cm x 46cm x 86.5cm

£5,000 - 7,000  
 €5,600 - 7,900  
 US\$6,800 - 9,500

**Provenance**

A Private collection, commissioned directly from the artist.

93 AR TP

**MARK BRAZIER JONES, A SET OF SIX DOLPHIN CHAIRS, DESIGNED 1990**

Cast aluminium, buttoned leather, each with etched signature dated 1997 and numbered from 96/300 to 101/300  
 Each chair 49.5cm x 46cm x 82cm

£5,000 - 7,000  
 €5,600 - 7,900  
 US\$6,800 - 9,500

**Provenance**

Private collection, acquired directly from the artist.



93

94 ART P

**JULIAN MAYOR, CLONE CHAIR  
DESIGNED AND EXECUTED 2005,  
ONE OF AN EDITION OF TEN**

Laminated birch-ply sections numbered in gilt  
42cm x 51cm x 94.5cm

£2,000 - 3,000

€2,300 - 3,400

US\$2,700 - 4,100

This chair has been authenticated by the artist,  
and identified as an early example because  
many of its component parts are numbered.

**Exhibitions**

Examples of Mayor's Clone chair have been  
widely exhibited, including 'Telling Tales' Victorian  
& Albert Museum 2009 and 'Out of Hand'  
Museum of Art and Design, New York, 2013.



95 TP

**T. H ROBSJOHN-GIBBINGS,  
A RARE LARGE MESA COFFEE  
TABLE, C.1950 MANUFACTURED BY  
WIDDICOMB FURNITURE COMPANY**

Laminated and lacquered bent plywood,  
castors, bears manufacturer's paper label and  
stamped 4755 and 1760 to the underside  
*270cm x 186cm x 52cm*

£15,000 - 25,000

€17,000 - 28,000

US\$20,000 - 34,000

**Provenance**

Phillips New York, Design and Art,  
14th December 2006, lot 207.





96 \*TP

**AN ATTRACTIVE REGENCY GILT BRASS  
AND CUT GLASS EIGHT LIGHT TENT  
AND BAG FRAME CHANDELIER OF  
SMALL SIZE**

the central girdle mounted with diamond cut  
candle nozzles and unusual elaborate shaped  
petal drip pans below a scrolling twin tiered  
corona, all hung and strung with gilt beaded  
prism lustre drops and strings of graduated  
faceted droplets,

*95cm drop approximately*

£7,000 - 10,000

€7,900 - 11,000

US\$9,500 - 14,000

**Provenance**

Purchased from Thomas Goode & Co., South  
Audley Street, Mayfair, London by the present  
vendor for their London home, circa 1960.

97 TP

**A NAPOLEON III GILT BRONZE  
NINE LIGHT PLAFFONIER CHANDELIER  
WITH PRESENTATION INSCRIPTION  
FROM THE EMPRESS EUGENIE  
DATED 1862**

the fruiting vine cast scrolling branches with leafy urn nozzles and palmette cast drip pans issuing from a bulbous vase shaped receiver with acanthus knopped terminal, the whole applied with a continuous ribbon tied fruiting vine and wheatsheaf border and winged twin putto mounts interspersed with two stylised monograms and a crowned coat of arms, the lower section with engraved presentation inscription *DON D S.M. L'IMPERATRICE EUGENIE 1862*, the corona ceiling rose with lions mask and ring suspension mounts united by fruiting laurel garland beneath a foliate scroll gallery, with elaborate foliate cast suspension chains 180cm drop approximately

£5,000 - 8,000

€5,600 - 9,000

US\$6,800 - 11,000

The applied monograms and coat of arms mounts suggest the chandelier was presented by the Empress as an Imperial gift on the occasion of a marriage. The arms to the mount suggest that the bride may have been of Scottish parentage as the shield is dominated by a St Andrew's cross with additional charges in the four angles and a further region above the St Andrew's cross which is a characteristic of Scottish heraldry.



**THE CONTENTS OF  
A CATALONIAN VILLA**

**The Collection of Anton Casamor**

Wednesday 21 February 2018

New Bond Street, London

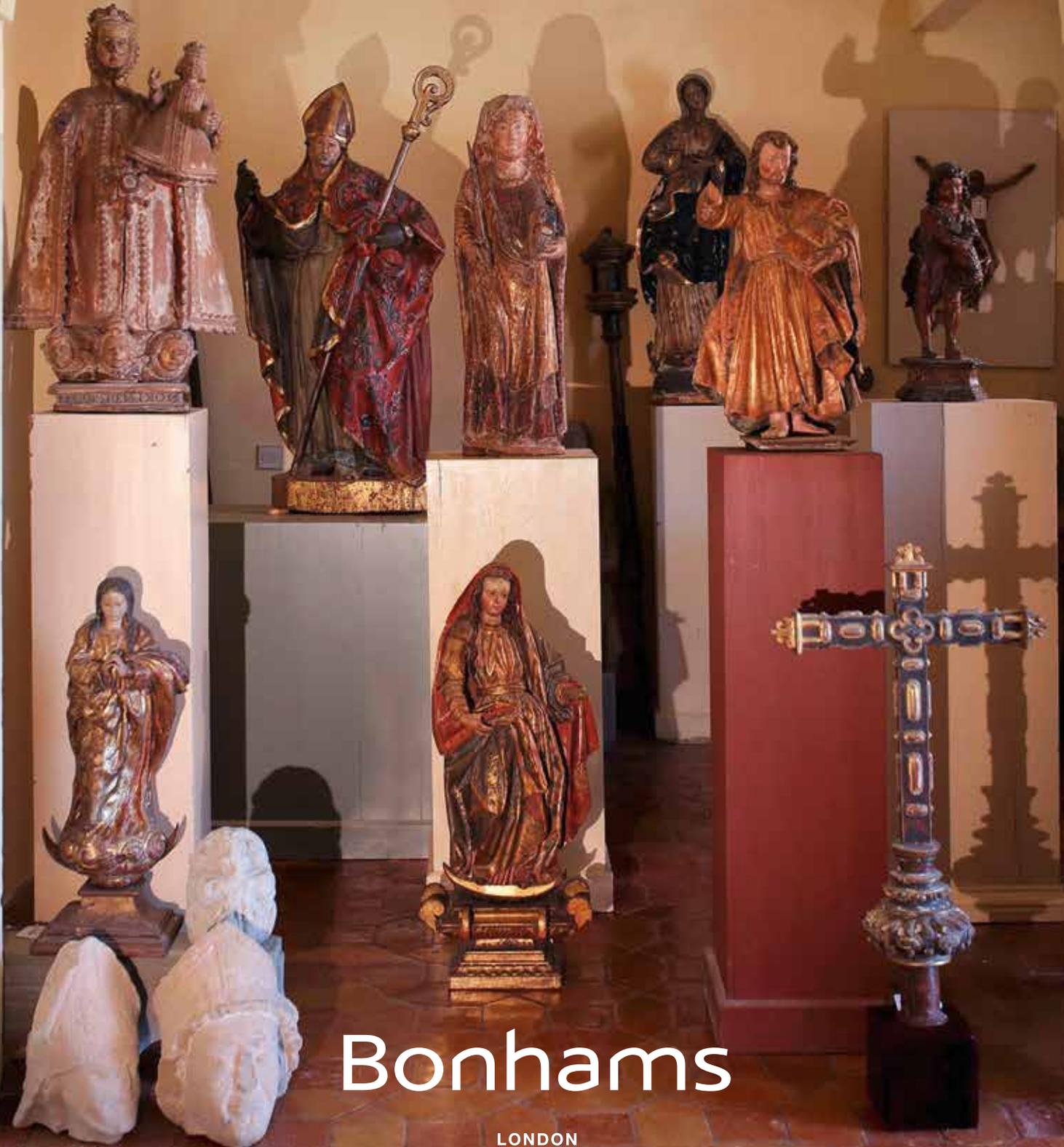
**THE SALE INCLUDES A LARGE  
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DATING FROM ANTIQUITY TO  
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## NOTICE TO BIDDERS

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*.

#### **Condition Reports**

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

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

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

#### **Bonhams' responsibility to you**

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

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

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

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

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

#### **Alterations**

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

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

### 4. CONDUCT OF THE SALE

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

### 5. BIDDING

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

to any person even if that person has completed a *Bidding Form*.

### Bidding in person

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

### Bidding by telephone

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

### Bidding by post or fax

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

### Bidding via the internet

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

### Bidding through an agent

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

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

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

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

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

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

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. 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](http://www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from [info@bonhams.com](mailto:info@bonhams.com)

## APPENDIX 1

### CONTRACT FOR SALE

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

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

#### 1 THE CONTRACT

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

- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

#### 2 SELLER'S UNDERTAKINGS

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

#### 3 DESCRIPTIONS OF THE LOT

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

#### 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

#### 5 RISK, PROPERTY AND TITLE

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

#### 6 PAYMENT

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

#### 7 COLLECTION OF THE LOT

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

## 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.

<b>7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i> ) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i> ) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1			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			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		7.4		
7.1.3				
7.1.4		<b>8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>		
7.1.5		8.1		
7.1.6			9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.7			9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.8		8.1.1	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.9		8.1.2	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.10		8.1.3	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.11		8.1.4	<b>10 OUR LIABILITY</b>	
7.2		8.2	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> .
	<b>9 FORGERIES</b>	8.2.1	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:
	9.1	8.2.2	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
	9.2		10.2.2	changes in atmospheric pressure; nor will we be liable for:
	9.2.1		10.2.3	damage to tension stringed musical instruments; or
	9.2.2		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.
	9.2.3			

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

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

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

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

## 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

## 12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

## 13 GOVERNING LAW

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

## DATA PROTECTION – USE OF YOUR INFORMATION

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

## APPENDIX 3

### DEFINITIONS AND GLOSSARY

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

### LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## GLOSSARY

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

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

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

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

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

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

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

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

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

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

## SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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# Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

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## Paddle number (for office use only)

**This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.**

## 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 e-mail from info@bonhams.com.

## Credit and Debit Card Payments

There is no surcharge for payments made by debit cards issued by a UK bank. All other debit cards and all credit cards are subject to a 2% surcharge on the total invoice price.

## Notice to Bidders.

Clients are requested to provide photographic proof of ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.

## If successful

I will collect the purchases myself

Please contact me with a shipping quote (if applicable)

Sale title: Important Design		Sale date: Wednesday 25 October													
Sale no. 24238		Sale venue: New Bond Street, London													
<p>If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.</p> <p><b>General Bid Increments:</b></p> <table border="0"> <tr> <td>£10 - 200 .....by 10s</td> <td>£10,000 - 20,000 .....by 1,000s</td> </tr> <tr> <td>£200 - 500 .....by 20 / 50 / 80s</td> <td>£20,000 - 50,000 .....by 2,000 / 5,000 / 8,000s</td> </tr> <tr> <td>£500 - 1,000 .....by 50s</td> <td>£50,000 - 100,000 .....by 5,000s</td> </tr> <tr> <td>£1,000 - 2,000 .....by 100s</td> <td>£100,000 - 200,000 .....by 10,000s</td> </tr> <tr> <td>£2,000 - 5,000 .....by 200 / 500 / 800s</td> <td>above £200,000 .....at the auctioneer's discretion</td> </tr> <tr> <td>£5,000 - 10,000 .....by 500s</td> <td></td> </tr> </table> <p><b>The auctioneer has discretion to split any bid at any time.</b></p>				£10 - 200 .....by 10s	£10,000 - 20,000 .....by 1,000s	£200 - 500 .....by 20 / 50 / 80s	£20,000 - 50,000 .....by 2,000 / 5,000 / 8,000s	£500 - 1,000 .....by 50s	£50,000 - 100,000 .....by 5,000s	£1,000 - 2,000 .....by 100s	£100,000 - 200,000 .....by 10,000s	£2,000 - 5,000 .....by 200 / 500 / 800s	above £200,000 .....at the auctioneer's discretion	£5,000 - 10,000 .....by 500s	
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Customer Number		Title													
First Name		Last Name													
Company name (to be invoiced if applicable)															
Address															
City		County / State													
Post / Zip code		Country													
Telephone mobile		Telephone daytime													
Telephone evening		Fax													
Preferred number(s) in order for Telephone Bidding (inc. country code)															
E-mail (in capitals)															
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.															
I am registering to bid as a private buyer <input type="checkbox"/>		I am registering to bid as a trade buyer <input type="checkbox"/>													
If registered for VAT in the EU please enter your registration here: □□ / □□□ - □□□□ - □□		Please tick if you have registered with us before <input type="checkbox"/>													

**Please note that all telephone calls are recorded.**

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid ★

## FOR WINE SALES ONLY

Please leave lots "available under bond" in bond

Please include delivery charges (minimum charge of £20 + VAT)

**BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.**

Your signature:

Date:

★ Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

**NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.**

**Please email or fax the completed Auction Registration form and requested information to:**

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, bids@bonhams.com

Bonhams 1793 Limited. Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.

UK/09/17





**Bonhams**

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