

**RAU
UNICEF
SALE**

Thursday 5 December 2013

Bonhams

LONDON

Bally...
La douzième partie...
pendre...





Handwritten text on a piece of paper, partially obscured by the circular object. The text is faint and difficult to decipher, but appears to be a list or a set of instructions.



NEI CHATEL
Messieurs Lauriat
chez les M^{rs} Lauriat
rue de la Harpe





RAU UNICEF SALE

New Bond Street, London
Thursday 5 December 2013 at 18.00



FROM THE COLLECTION OF DR GUSTAV RAU,
SOLD TO BENEFIT THE FOUNDATION OF THE GERMAN
COMMITTEE FOR UNICEF – FOR THE CHILDREN
OF THE WORLD

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Saturday 30 November
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Sunday 1 December
11.00 to 15.00
Monday 2 December
9.00 to 16.30
Tuesday 3 December
9.00 to 16.30
Wednesday 4 December
9.00 to 16.30
Thursday 5 December
9.00 to 16.00

SALE NUMBER
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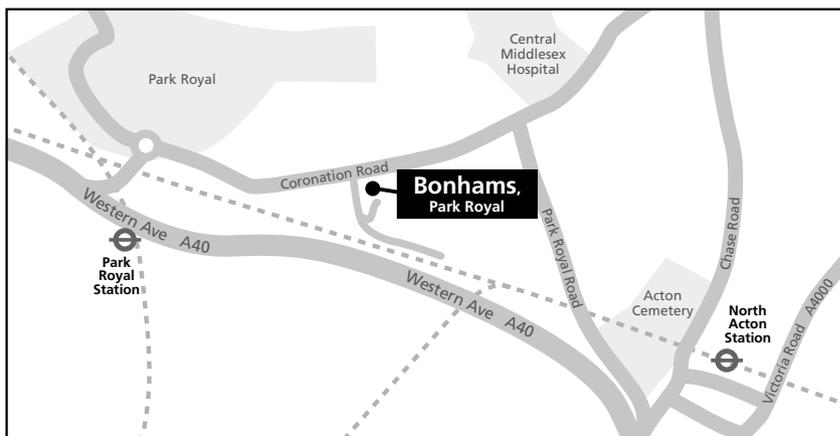
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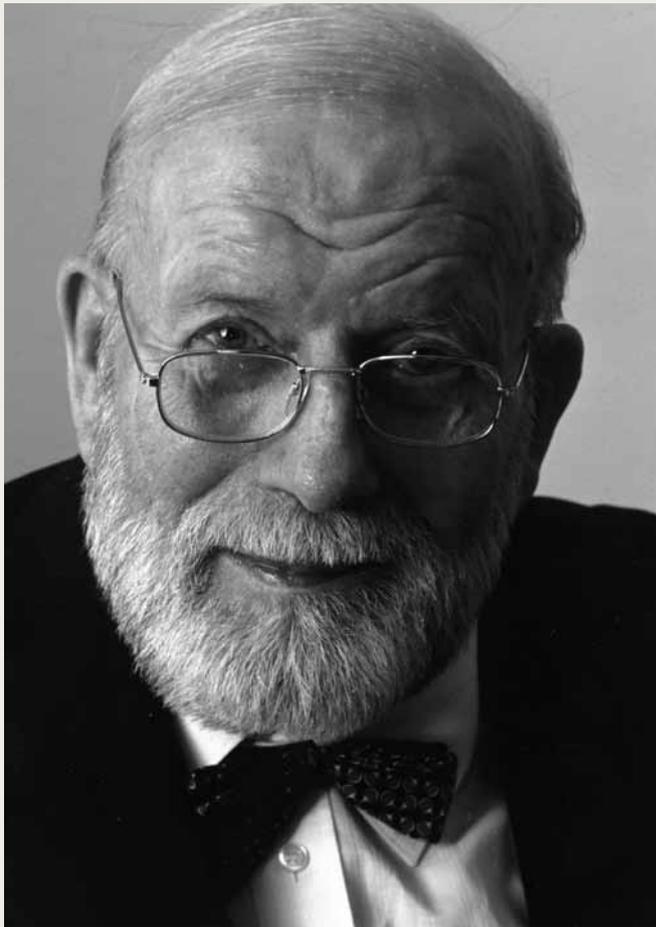
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DR GUSTAV RAU

Art Collector and Philanthropist

By any standards, Gustav Rau was an extraordinary man.

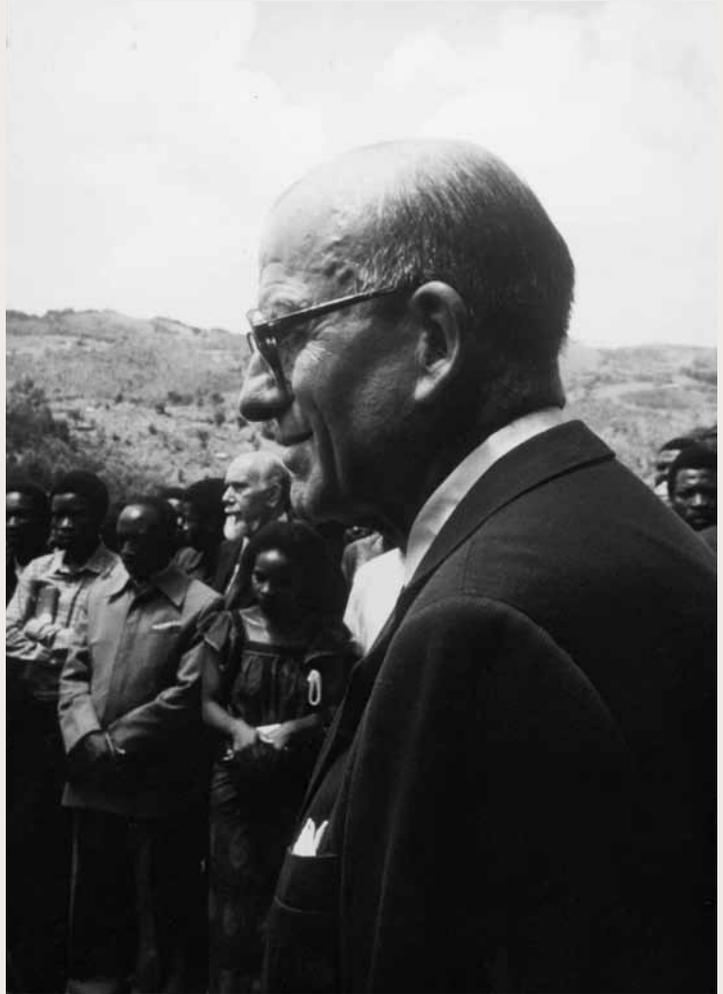
Born in 1922, the son of a successful manufacturer of motor car parts, Gustav Rau studied economics and commerce at college until the intervention of the Second World War. After the war he continued his studies and was awarded his doctorate for a thesis on social justice. He was already showing strong interest in the concerns which were to shape his life and although he joined the family firm, working alongside his father, his heart was not in the job. Following the death of his parents in the early 1960s, Rau started to train as a paediatrician eventually qualifying in 1970. Two years later he sold his interest in the company and headed in 1974 to Africa to practise as a doctor.

He had found his life's vocation. Over the following 20 years Dr Rau devoted himself to alleviating suffering and poverty. He was particularly moved

by the plight of Africa's children and in 1983 built and opened a hospital in Ciriri in Eastern Zaire – now known as the Democratic Republic of the Congo. Within five years, the hospital was treating over 2,000 people a year and feeding 8,000 a day. Malnutrition in the surrounding area, especially among the very young, was effectively eradicated by the malnutrition centre attached to the hospital. Rau had also built schools, instituted vaccination programmes and provided education in the basics of childrearing and hygiene.

A man of studiously modest - even frugal - habits who disliked conspicuous displays of wealth, Gustav Rau nevertheless had one indulgence: collecting art. From 1958 until the end of his life he built up one of the finest collections of art in private hands. He was guided almost entirely by his own tastes – 'I only bought what I liked' he once said. He had a marked preference for portraits and, as his acquisition of Fragonard's stunning Portrait of

This collection was merely an instrument to an end, that is to say helping destitute and sick children in Africa or elsewhere in the Third World. Just for this reason I am happy that my collection has reached such an immense value.



François-Henri d'Harcourt proves, had an excellent eye for quality.

For Dr Rau, the collection was never an end in itself and, in fact, paintings were regularly sold to fund his work in Africa. It was stored in a customs free warehouse near Zurich airport and outline plans to build a museum in Marseille were abandoned when Rau felt the cost could not be justified. As he wrote to colleagues, 'If I had decided differently I would feel guilty. I would have a sore conscience for the whole of my days; the destitution here is beyond words.'

It is entirely in keeping with the man that, as his own health started to fail, he decided to donate his collection to UNICEF to benefit the children of the world. In handing the works over he said, 'I entrust them to an organisation that is committed to one cause only, to which I have given my own life: helping destitute children.'

Dr Rau's estate included just over 780 works. In accordance with his last will, about 250 pieces of the collection remain for display in the Arp Museum Bahnhof Rolandseck in Remagen. The proceeds of sales will go to the Foundation of the German Committee for UNICEF to support longterm relief programmes for children – including the hospital in Ciriri founded by Dr Gustav Rau. The last word belongs to Dr Rau. Reflecting on his twin passions of humanitarian relief and collecting art he once said, '...this collection was merely an instrument to an end, that is to say helping destitute and sick children in Africa or elsewhere in the Third World. Just for this reason I am happy that my collection has reached such an immense value.'

UNICEF

Working for children worldwide.



Founded in 1946, UNICEF brought aid to millions of children in the ruins of post-war Europe giving them milk, fats and cod liver oil.

The German National Committee for UNICEF – or UNICEF Germany, created on 30 June 1953 as a result of a citizen's initiative, was an expression of gratitude for this assistance. At the same time it was a statement that no child in the world should be excluded.

Today UNICEF Germany is one of the most important pillars of the organisation's work worldwide, receiving massive support from German citizens. Over the past 60 years, it has provided a total of 1.7 billion euros raised from donations and greeting card sales. The aid has been highly effective, and with the Schools for Africa initiative alone, twelve million children in eleven sub-Saharan countries have been given better access to schooling. Charitable donations have also formed a basis for educational campaigns, - as a result of which, for example, thousands of communities in Africa abolished female genital mutilation, - as well

as providing aid to children in areas of crisis such as in Syria today.

The Foundation of the German Committee for UNICEF, which will benefit from the proceeds of the sale of the Rau Collection for UNICEF, supports long-term relief projects – including the hospital in the Eastern Congo founded by the philanthropist and art collector Dr Gustav Rau.

In Germany, UNICEF works to heighten awareness of children's rights, and is also politically active with the aim of improving the living conditions of children. Traditionally the patroness of the German National Committee is Germany's First Lady, and since May 2012 it has been Daniela Schadt, the partner of the Federal President. The Honorary Chairman is the entrepreneur Dr Jürgen Heraeus. UNICEF Germany has received numerous awards for its exemplary policy of informing the general public about its financing, structures and working methods – including winning first place in a transparency competition organised by an international audit and consulting company.



1*

**ATTRIBUTED TO JOHANN HEINRICH MEISSNER
(GERMAN, 1700-1770)
A CARVED PEARWOOD FIGURE OF A CLASSICAL
DANCING NYMPH**

modelled in contrapposto and holding a tambourine aloft in her hands, flying drapery to her back entwining her body and legs to her feet, on canted square base, *some old cracks and minor restorations*, 20.5cm high x 8cm wide x 6cm deep (8in high x 3in wide x 2in deep)

**£4,000 - 6,000
€4,700 - 7,000
US\$6,400 - 9,600**

Provenance

Sale, Christie's, London, 12 May 1970, lot 70.
Sale, Sotheby's, London, 12 December 1985, lot 216.



2*

SIR GERALD FESTUS KELLY, RA (BRITISH, 1879-1972)

Portrait of a woman from Mandalay
signed and inscribed 'Gerald Kelly/To my dear Miss Sutton'
(lower right), inscribed and dated 'Mandalay/Jan 6 1909' (lower left)
oil on canvas
61 x 50.5cm (24 x 19 7/8in).

£6,000 - 8,000

€7,000 - 9,300

US\$9,600 - 13,000

Provenance

Sale, Christie's, London, 14 December 1973, lot 271
(sold for £380 to Dr. Rau).

Exhibited

London, Royal Academy, Diploma Gallery (Kelly Exhibition),
1957, as 'A Mandalady' (B. f. 14).
Wye Valley Arts Society, 1957.
The South London Group, 1957.
Plymouth, The City Art Gallery Museum, *Exhibition of Paintings
by Sir Gerald Kelly*, June 1958.



3*

ENGLISH SCHOOL, 19TH CENTURY

Portrait of a young boy, half-length, wearing a turban and embroidered tunic
oil on canvas

45.5 x 35.5cm (17 15/16 x 14in).

£6,000 - 8,000

€7,000 - 9,300

US\$9,600 - 13,000

Provenance

Sale, Christie's, London, 20 April 1990, lot 50 (as William Etty, painted *circa* 1840-45, sold for £15,400 to Dr. Rau).

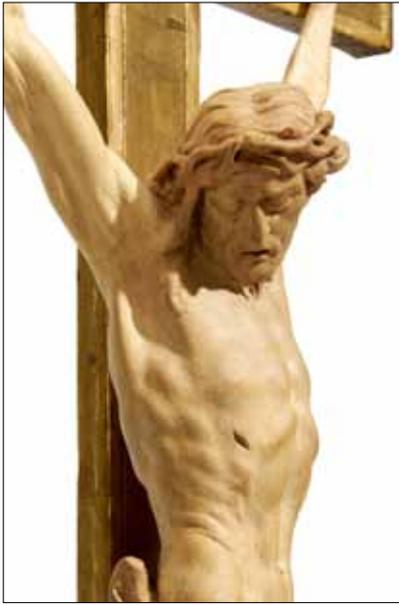


4*

**WORKSHOP OF JOHANN FRANZ SCHWANTHALER
(GERMAN, 1683-1762)
A CARVED BOXWOOD FIVE PIECE CRUCIFIXION GROUP,
BAVARIAN, CIRCA 1750**

the figure of Christ, his body modelled in contrapposto with roped-perizonium, his downcast head wearing crown of thorns below the head and shoulders of God of Heaven within swirling clouds and drapery, below the mourning figures of the Virgin Mary, Mary Magdalene and St John, all clad in folded flowing drapery, mounted on a modern perspex cross and stepped rectangular base, 28cm high x 15cm wide x 5cm deep (11in high x 5 1/2in wide x 1 1/2in deep) including base

**£4,000 - 6,000
€4,700 - 7,000
US\$6,400 - 9,600**



(detail)



5*

**NORTHERN ITALIAN, LATE 18TH CENTURY
A CARVED WOOD AND GILT GESSO CRUCIFIX
IN THE NEO-CLASSICAL STYLE, CIRCA 1780**

the figure of Christ with rope-tied draped perizonium, the cross mounted on an elaborate fluted half column, plinth with ribbon tied swagged laurel decoration centred by an oval portrait of the grieving Virgin, the Greek key shaped sides with artichoke finials, on bow-fronted moulded plinth base, 74cm high x 26cm wide x 9cm deep (29in high x 10in wide x 3 1/2in deep)

£3,000 - 5,000

€3,500 - 5,800

US\$4,800 - 8,000



6

6* Y

LOUIS LIÉ PÉRIN-SALBREUX (FRENCH, 1753-1817)

The artist's son, Hyppolite Périn (d.1827), seated in a landscape and wearing a blue coat, white waistcoat, chemise and tied stock. watercolour on ivory, in a gilt-metal frame. Rectangular, 80mm (3 1/8in) high

£1,500 - 2,000
€1,800 - 2,300
US\$2,400 - 3,200

Provenance

Dr. Leopold Paur, Freiburg im Breisgau; his sale, Kunsthaus Lempertz, Cologne, 29 November-3 December 1968, lot 1509.

Exhibited

Freiburg im Breisgau, Augustiner-Museum, *Europäische Bildnis-Miniaturen*, July-September 1956, no. 209, fig. 53.

Louis Lié Périn-Salbreux married quite late in his life. His portrait miniature of his future wife, Anne Félicité Salbreux (1777-1849) aged eleven, is held by the Louvre (P. Jean-Richard, *Inventaire des Miniatures sur Ivoire Conservées au Cabinet des Dessins Musée du Louvres et Musée d'Orsay*, 1994, illustrated p.275, fig.503, inv.no. 32340 [MI 45]). The couple had at least two sons: Hyppolite, who, after an abortive military career became a writer and died young in 1827; and Alphonse Henri (b.1798), who became a history painter (N. Lemoine-Bouchard, *Les Peintres en miniature 1650-1850*, 2008, p.414).



7

7* Y

JOHN SMART (BRITISH, 1742-1811)

James Amos Esq., wearing dark blue coat, white waistcoat, frilled chemise and tied stock. watercolour on ivory, signed on the obverse and dated *J.S./ 1810*, gilt-mounted on rectangular papier-mâché frame, the reverse inscribed *James Amos Esq Painted by John Smart May 1810 London*, with additional paper label, inscribed in ink *James Amos cousin of my Mother née Agnes Jane Bannister*. Oval, 80mm (3 1/8in) high

£8,000 - 12,000
€9,300 - 14,000
US\$13,000 - 19,000

Provenance

Agnes Jane Collier née Bannister (1813-1877), the sitter's cousin, by whom bequeathed to Agnes Elizabeth (1836-1908) or Mary Jane Collier (1842-1912), daughters of the above, by whom bequeathed to Annie Mary Cardell née Collier (1863-1947), eldest niece of the above, by 1912. Winifred Rosamund Anstey Dawes née Cardell, daughter of the above, by 1947. Mary Keyte née Collier, cousin of the above, by 1964. Michael Keyte, son of the above, on 1 March 1978. Sale, Sotheby's, London, 26 June 1978, lot 236. Sale, Sotheby's, London, 18 July 1988, lot 61.

The present lot was conceived just one year before the artist's death on 1 May 1811. It is believed that one of the sitter's cousins, Agnes Elizabeth or Mary Jane Collier wrote the inscription to the additional label on the reverse of the frame.



8* Y

JOHN SMART (BRITISH, 1742-1811)

Miss E. Kent, wearing white dress with gauze fill-in, her hair upswept and dressed with a strand of pearls.
watercolour on ivory, signed on the obverse and dated *J.S./ 1806*, gold mount, the reverse inscribed *Miss E. Kent/ painted by/ John Smart/ 1806/ Russell Street/ Fitzroy Square*, red leather travelling case.

Oval, 83mm (3 1/4in) high

£20,000 - 30,000

€23,000 - 35,000

US\$32,000 - 48,000

Provenance

Sale, Christie's, London, 13 November 1973, lot 49.



9

PAUL CAMILLE GUIGOU (FRENCH, 1834-1871)

Lavandières au bord de la Durance à Saint Paul
signed and dated 'Paul Guigou-69-' (lower left)
oil on panel

24.5 x 40cm (9 5/8 x 15 3/4in).

£20,000 - 30,000

€23,000 - 35,000

US\$32,000 - 48,000

Provenance

Delorme Collection, Paris.

Sale, Claude Robert, Paris, 22 June 1966.

With Arthur Tooth and Sons Ltd., London, 1966.

Sir Clifford Curzon, C.B.E.; his sale, Christie's, London, 29 November
1982, lot 1 (sold for £18,500).

Literature

S. Lamort de Gail and B. Dorival, *Paul Guigou Catalogue Raisonné*,
Paris, 1989, p. 121, no. 135.

F. Bazzoli and B. Muntaner, *Les Provinces de la Peinture 1850-1920*,
La Bouilladisse, n.d. [1993], p. 44.



10*

FRITS THAULOW (NORWEGIAN, 1847-1906)

Farmhouses on the banks of a stream

signed 'Frits Thaulow.' (lower right)

oil on canvas

50.5 x 61.5cm (19 7/8 x 24 1/4in).

£30,000 - 50,000

€35,000 - 58,000

US\$48,000 - 80,000

Provenance

Sale, Christie's, London, 16 June 1995, lot 207 (sold for £25,000 to Dr. Rau).

The present lot has been authenticated by Vidar Poulsson on the basis of photographs. It has been suggested that the location may be the River Arques in Normandy where the artist painted *circa* 1897, or near Quimperlé, which he visited in 1901.



11*

**GIOVANNI GIULIANI (ITALIAN, 1663-1744)
A FINELY CARVED SPINDLE WOOD GROUP OF THREE
FIGURES DEPICTING THE BETROTHAL OF MARY AND
JOSEPH**

possibly a preliminary model for the Joseph monument in the Hoher Markt, Vienna, designed by J.B. Fischer von Erlach in 1706, the figures of Joseph and Mary with flying drapery facing each other and joined together with the presentation of the engagement ring, a high priest with his the right hand raised in blessing looking on, mounted on a later rectangular stepped wooden base, 26.5cm high x 20.5cm wide x 15cm deep (10in high x 8in wide x 5 1/2in deep)

£5,000 - 8,000

€5,800 - 9,300

US\$8,000 - 13,000

Provenance

Germanisches Nationalmuseum, Nuremberg.
V. J. Mayring, obtained from the Nationalmuseum by exchange in the 1940s; his sale, Galerie Fischer, Lucerne, 18 November 1976.

Literature

W. Josephi, *Die Werke plastischer Kunst im Germanischen Nationalmuseum, Nürnberg*, Nuremberg, 1910, p. 334, no. 566.



12

12Y
**SOUTH GERMAN, 17TH CENTURY AND LATER
 A CARVED IVORY LION PENDANT MOUNTED ON A GEM,
 GLASS AND PEARL SET SILVER AND ENAMELLED GIRDLE
 WITH SUSPENSION CHAINS**

the standing beast with snarling open jaw and curling mane, the later silver gilt girdle set with two table cut rubies and one emerald in gold collets, a pendant pearl below, the chains united by suspension loop, 4cm high x 5cm wide x 2cm deep (1 1/2in high x 2in wide x 1/2in deep) (crack to one foot, the enamel chipped in places)

£2,000 - 3,000
€2,300 - 3,500
US\$3,200 - 4,800

Provenance
 Sale, Neumeister, Munich, 21 September 1978, lot 924.



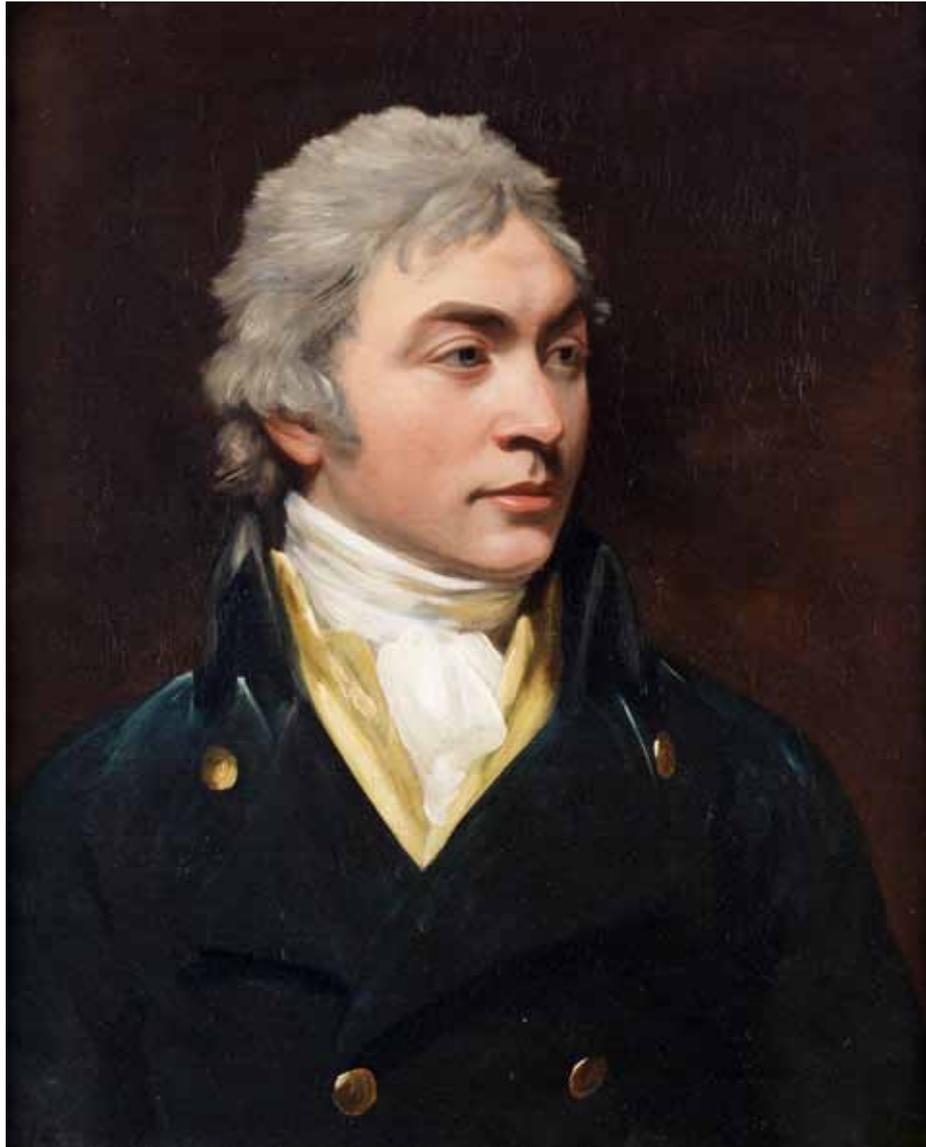
13

13*
**MANNER OF HENDRICK DE KEYSER (DUTCH, 1565-1621),
 A MINIATURE BRONZE BUST OF THE CRYING INFANT PAN,
 PROBABLY LATE 18TH OR EARLY 19TH CENTURY**

on narrow circular socle, dark brown patination, raised on a moulded veined green marble half column plinth base, the bust 13.5cm (5in) high, the bust and plinth, 27.5cm (10 1/2in) high

£1,500 - 2,000
€1,800 - 2,300
US\$2,400 - 3,200

Provenance
 Sale, Sotheby's, London, 14 July 1972, lot 74.



14*

JOHN OPIE (BRITISH, 1761-1807)

Portrait of Monsieur d'Aubigny, bust-length, in a blue coat, yellow waistcoat and white jabot

oil on canvas

61.2 x 50.7cm (24 1/8 x 19 15/16in).

£8,000 - 12,000

€9,300 - 14,000

US\$13,000 - 19,000

Provenance

Sale, Sotheby's, London, 16 July 1986, lot 234.

Opie was born in May 1761 near Truro in Cornwall. He was the son of a mine carpenter and educated at the village school where he proved precocious. By ten years old, he had already shown skill in drawing and painting and when he was fourteen or fifteen he

was 'discovered' by Dr. John Wolcot, an amateur artist and critic who was both a pupil and a friend of Richard Wilson, and who had valuable connections in the art world. Wolcot proved to possess something of genius as a publicist. While Wolcot's stated aim was to 'polish' his protege, it was important that he should not become too polished, as Wolcot perceived that Opie's greatest chance of swift success in London was to cultivate the impression of a kind of 'noble savage', 'a wild animal of St. Agnes, caught among the tin-works', as the Rev. Richard Polwhele put it. Opie apparently obliged him in this aim, remaining 'a man of invincible vulgarity'. In the autumn of 1781 the two men arrived in London where Opie was launched as the 'Cornish wonder'. Wolcot's stratagem was successful and Opie was immediately inundated with visitors and sitters. His success as a fashionable curiosity was sealed when he was presented to George III and Queen Charlotte at the end of 1781 and the King bought two of his pictures.



15*

JOHN HOPPNER RA (BRITISH, 1758-1810)

Portrait of Miss Ann Anguish, half-length, in a white dress, a red sash and a white turban
oil on canvas, oval, the corners made up
76.7 x 63.5cm (30 3/16 x 25in).

£5,000 - 7,000

€5,800 - 8,200

US\$8,000 - 11,000

Provenance

Sale, Sotheby's, 6 May 1988.

Sale, Sotheby's, London, 13 July 1988, lot 172 (£3,300).

Literature

W. McKay and W. Roberts, *John Hoppner R.A.*, London, 1909, p. 329.

Ann Anguish (1765-1826) was the daughter of Thomas Anguish, F.S.A., F.R.S. of Middlesex (born circa 1732) and Sarah Henley of Leigh, Somerset (born circa 1736). Her sister, Catherine (1764-1837) married Francis Godolphin-Osborne, 5th Duke of Leeds, who served as Foreign Secretary under William Pitt the Younger.

16

ALBRECHT ADAM (GERMAN, 1786-1862)

La retour de la chasse

signed and dated 'AAdam. 1828.' (lower left)

oil on canvas

69 x 100.5cm (27 3/16 x 39 9/16in).

£40,000 - 60,000

€47,000 - 70,000

US\$64,000 - 96,000

Provenance

Felix Georg von Voss (1801-1881), Schloss Schorssow,
Pomerania, 1828.

Sale, Kunsthaus Lempertz, Cologne, 22 November 1973, lot 302,
one of a pair with *La chasse au renard* (sold for 115,000DM).





17

17*

A FRENCH ART NOUVEAU PATINATED BRONZE FIGURAL APPLIQUE

circa 1900

cast as a nude water sprite claspng a conch shell to her lips, signed within the cast *G De Keréguen*, mounted on a later wooden board
the applique 35cm (13 1/2in) high

£1,000 - 1,500

€1,200 - 1,800

US\$1,600 - 2,400

Provenance

Sale, Sotheby's, London, 13 July 1978, lot 219.

Sale, Oger-Dumont, Paris, 13 March 1980, lot 74/2.

18*

**JOSEPH FASSNACHT (GERMAN, B. 1873)
A BRONZE FIGURAL GROUP OF A MOTHER AND CHILD,
POSSIBLY 'MATERNAL JOY'**

signed to the front left side of the base, *FASSNACHT*, dark brown patination, on correspondingly shaped griotte marble plinth base,
30cm high x 21cm wide (11 1/2in high x 8in wide) [34.5cm (13 1/2in) high including marble base]

£2,000 - 3,000

€2,300 - 3,500

US\$3,200 - 4,800

Provenance

Sale, Neumeister, Munich, 27 November 1968, lot 1072.



18



19 (part lot)

19

AN ART NOUVEAU CONTINENTAL SILVER VASE WITH STAMPED POINCONS, TOGETHER WITH A CLÉMENT MASSIER (FRENCH, 1844-1917) IRIDESCENT EARTHENWARE FIGURAL VIDE-POCHE

the vase of tapering cylindrical stylised organic form, the Vide-Poche moulded as a mother and child on oval base with stamped maker's marks, *the vase 20.5cm (8in) high, the Vide-Poche 23cm (9in) high (2)*

£1,000 - 1,500

€1,200 - 1,800

US\$1,600 - 2,400



20 Y W

MANNER OF JULES LELEU

A burr ash, maple, tulipwood, kingwood and ivory marquetry Art Deco secretaire

The blue turquin marble top with rounded front corners above a bowed frieze drawer with ivory pulls above a fall front inlaid with a vase of stylised flowers and a border of stylised flowerheads, enclosing a bird's eye maple lined interior of three drawers, four letter compartments around a central cupboard door with a fitted light above, the reverse of the fall inset with a satin lined writing surface, above a stepped apron, on slender baluster legs headed by faceted ivory cappings and joined by an undulating stepped X-stretcher, on turned ivory toupie feet,

stamped to the reverse with a facsimile signature and *DECORATEUR, 9 Rue Moreau, Paris 150cm high x 80.5cm wide x 41cm deep (59in high x 31 11/16in wide x 16 1/8in deep).*

£20,000 - 30,000

€23,000 - 35,000

US\$32,000 - 48,000

Exhibited

Remagen, Arp Museum Bahnhof Rolandseck, *Kunstkammer Rau: Das Auge des Sammlers*, 5 February - 29 August 2009



21*

IVAN IVANOVICH GODLEVSKY (RUSSIAN, 1908-1998)

The harbour at Sebastopol, sunset
signed in Cyrillic (lower left)

oil on canvas

60 x 79.2cm (23 5/8 x 31 3/16in).

£800 - 1,000

€940 - 1,200

US\$1,300 - 1,600

Provenance

Sale, Galerie Koller, Zürich, 1 November 1994, lot 26 (where purchased by Dr. Rau).



22*

EVA GONZALÈS (FRENCH, 1849-1883)

Prunes, raisins et verre d'eau
signed 'Eva Gonzalès' (lower right)
oil on canvas
18.3 x 35.5cm (7 3/16 x 14in).

£15,000 - 20,000

€18,000 - 23,000

US\$24,000 - 32,000

Provenance

By descent to Jean-Raymond Guérard, the artist's son, Paris.
With Galerie Daber, Paris.
With Arthur Tooth & Sons Ltd., London.
With Galerie Julius Böhler, Munich (where purchased by Dr. Rau on
19 April 1973).

Exhibited

London, Arthur Tooth & Sons Ltd., *Recent Acquisitions XIX*, 11
November-28 November 1964, no. 24.
Tokyo, Isetan Museum and elsewhere, *Les femmes impressionistes,*
Morisot, Cassat, Gonzalès, 2 March-11 April 1995, no. 86.

Literature

M-C. Sainsaulieu and J. de Mons, *Eva Gonzalès 1849-1883, Etude
critique et catalogue raisonné*, Paris, 1990, p. 100, no. 32 (illustrated
p. 101).
S. Nobuyuki, M. Restellini and D. Marc-Montalant, *Les femmes
impressionistes, Morisot, Cassat, Gonzalès*, Tokyo, 1995, p. 115, no.
86 (illustrated).

Painted circa 1871-1872.



23



(detail)

23* Y
A LATE 17TH CENTURY FRENCH IVORY AND SILVER
MAGNETIC AZIMUTH COMPASS SUNDIAL
SIGNED CHARLES BLOUD, DIEPPE

the square case with typical incised and blackened narrow foliate banded decoration, the hinged cover similarly decorated to the top with armorial of a shield beneath a helmet and curling plumes, the inner cover with silver pin gnomon dial, the lower inner face with printed paper compass rose, the underside of the base with a silver volvelle signed *Charles Bloud, Dieppe*, 1.5cm high x 6cm wide x 8.8cm deep (1/2in high x 2in wide x 3in deep)

£3,000 - 4,000
€3,500 - 4,700
US\$4,800 - 6,400

Provenance

Sale, G. Blache, Hôtel Rameau, Versailles, 3 December 1978, lot 19.

The majority of magnetic azimuth dials were made in Dieppe in the later half of the 17th century where craftsmen excelled in the production of decorative works of art in ivory. The azimuth dial is purported to have been designed by Charles Bloud and is often referred to as Bloud-type dial.



24

24*
FRENCH, MID 18TH CENTURY
A LOUIS XV TURNED AND FACETED ROCK CRYSTAL CUP,
COVER AND SAUCER STAND

fitted within a later leather box
the cup of flared circular form with facet cut vertical narrow panels, on slightly domed circular foot, the shallow rounded cover with corresponding facet cut decoration and faceted knopped finial, the saucer stand with facet cut scalloped rim, the leather covered travelling / presentation box with cream velvet and satin lined interior, *the cup with a minute chip to the foot, the saucer with a tiny chip to the inner turned raised circular guard, the cup and cover 9.5cm (3 1/2in) high, the saucer stand 16cm (6 1/4in) diameter*

£1,500 - 2,000
€1,800 - 2,300
US\$2,400 - 3,200

Provenance

Sale, Sotheby's, London, 7 July 1988, lot 334.



25*

**AFTER FRANÇOIS DUQUESNOY (FLEMISH, 1597-1643)
A CARVED ALABASTER FIGURE OF DIANA, *circa* 1700**

modelled in contrapposto with flowing hair and drapery against a rustic tree stump, on square base, raised on a later rouge marble plinth, 45cm (17 1/2in) high

£10,000 - 15,000

€12,000 - 18,000

US\$16,000 - 24,000

Provenance

Sale, Sotheby's, London, 9 April 1981, lot 102.

26*

SIR JOSHUA REYNOLDS, PRA (BRITISH, 1723-1792)

Portrait of Mr. John Buller MP (1721-86), half-length in a grey silk coat and waistcoat bears inscription 'Mr Buller/ of Trenant, Cornwall' (upper left) and 'Mr Buller/ painted by Sir Joshua Reynolds' (lower left) oil on canvas
76.5 x 63.5cm (30 1/8 x 25in).

£15,000 - 20,000

€18,000 - 23,000

US\$24,000 - 32,000

Provenance

The sitter, and thence by descent to Anna Maria Buller (d.1845), wife of James Drummond Buller-Fullerton-Elphinstone (1788-1857), and thence by descent to Captain William Buller-Fullerton-Elphinstone, 15th Lord Elphinstone and 1st Baron Elphinstone (1828-1893).
Sale, Christie's, London, 14 July 1994, lot 5.

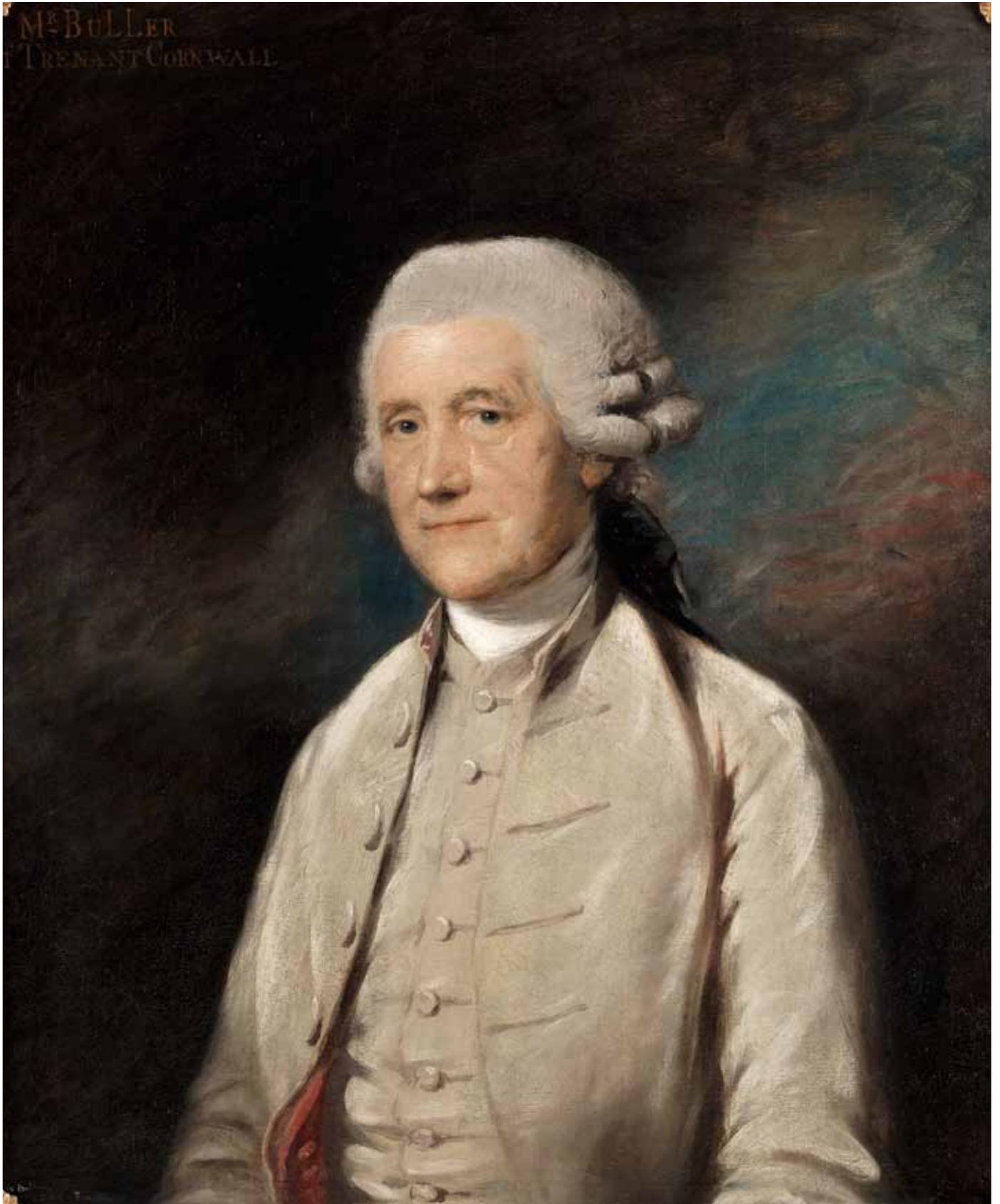
Literature

A. Graves and W. V. Cronin, *A History of the Works of Sir Joshua Reynolds P.R.A.*, London, 1899, vol. I, pp. 122-3.
E.K. Waterhouse, *Reynolds*, London, 1941, p. 43.
D. Mannings, *Sir Joshua Reynolds, A complete catalogue of his Paintings*, London and New Haven, 2000, p. 110, no. 273, fig. 682.

Mannings believes the present portrait to date most probably to 1763. The sitter was the third son of John Francis Buller (1695-1751), MP for Saltash, and his wife, Rebecca, daughter and co-heir of the Reverend Sir Jonathan Trelawny, 3rd Bt. Like his father and both his brothers, he went on to become a Member of Parliament, in his case, for East Looe in Cornwall. His first wife was Mary (see the following lot), daughter of Sir John St. Aubyn, Bt. of Clowance, Cornwall, and his second Elizabeth Caroline, daughter of John Hunter.

It is unclear exactly when Buller and his wife sat to Reynolds. The artist made appointments with a Mr and Mrs Buller in April of 1757 although these are more likely to refer to Mr and Mrs James Buller (see: D. Mannings, *Sir Joshua Reynolds, A complete catalogue of his Paintings*, London and New Haven, 2000, p. 110). The notebook of 1763 is missing and Mannings believes that this is a more likely dating for this and the next portrait.

M^r BULLER
TRENANT CORNWALL



27*

SIR JOSHUA REYNOLDS, PRA (BRITISH, 1723-1792)

Portrait of Mrs. Mary Buller (d. 1767), half-length, in a pink dress with a blue velvet wrap with ermine trim bears inscription 'MRS BULLER/ OF TRENANT/ NEE ST Aubvn' (upper left) and 'Mrs Buller/ painted by Sir Joshua Reynolds' (lower left)

oil on canvas

76.8 x 64cm (30 1/4 x 25 3/16in).

£20,000 - 30,000

€23,000 - 35,000

US\$32,000 - 48,000

Provenance

The sitter, and thence by descent to Anna Maria Buller (d.1845), wife of James Drummond Buller-Fullerton-Elphinstone (1788-1857), and thence by descent to Captain William Buller-Fullerton-Elphinstone, 15th Lord Elphinstone and 1st Baron Elphinstone (1828-1893).
Sale, Christie's, London, 14 July 1994, lot 6.

Exhibited

Edinburgh, Royal Scottish Academy, *Works by Old Masters and Scottish National Portraits*, 1883, no. 197.

Literature

A. Graves and W.V. Cronin, *A History of the Works of Sir Joshua Reynolds P.R.A.*, London, 1899, vol. I, pp. 122-3.
Maison, *Apollo*, 1942, XXXV, pp. 77-80.
D. Mannings, *Sir Joshua Reynolds, A complete catalogue of his Paintings*, London and New Haven, 2000, p. 110, no. 274, fig. 683.

Engraved

R. Josey, 1866.

The wife of the sitter in the previous lot, Mary was the daughter of Sir John St. Aubyn, Bt. of Clowance, Cornwall. Their second son Edward (1764-1824) was a successful naval officer and was made Rear Admiral in 1808, and a baronet the following year. He bought Trenant Park in Cornwall in 1824.





28*

**FRENCH, 19TH CENTURY
A LARGE FAIENCE BUST OF CERES,
EMBLEMATIC OF SUMMER,**

possibly Rouen,
her curled hair dressed with wheat-sheaf wreath, her left shoulder
with pink cord-tied green and blue knotted drapery, her right shoulder
and breast bare, *typical losses to glaze and minor damages and
losses to the tips of the wreath 84cm (33in) high*

£8,000 - 12,000

€9,300 - 14,000

US\$13,000 - 19,000

Provenance

Sale, Drouot, Paris, 4 March 1983, lot 107.



29* Y

**GIACOMO MARCHINO (ITALIAN, 1785-1841)
A FINELY CARVED IVORY FIGURAL RELIEF PLAQUE
DEPICTING VENUS AND CUPID, DATED 1826**

the nude goddess seated on a grassy bank at the edge of a pool within a wooded glade, Cupid removing a thorn from her foot, signed on a miniature simulated stone tablet within foliage to the middle left hand edge of the frame, *MARCHINO/F./TORINO/1826*, 12.8cm high x 12.3cm wide x 1.8cm deep (5in high x 4 1/2in wide x 1/2in deep)

**£4,000 - 6,000
€4,700 - 7,000
US\$6,400 - 9,600**

Provenance

Sale, Sotheby's, London, 13 July 1978, lot 219.

A relief by Marchino depicting *Daphnis and Chloe* was exhibited at the second Triennale in Turin, 1832, while a relief with a very similar composition of a couple seated in a wood, was sold at Sotheby's, New York, 3 December 1997.



à M^{me} Claretie

7. Sorolla Barida

Paris 1906



30*

JOAQUIN SOROLLA Y BASTIDA (SPANISH, 1863-1923)

Una azotea con flores

signed and dated 'J. Sorolla Bastida/1902' (lower left), also inscribed and dated 'a M. Claretie/Paris 1906' (lower left)

oil on canvas

54.5 x 75.5cm (21 7/16 x 29 3/4in).

£150,000 - 200,000

€180,000 - 230,000

US\$240,000 - 320,000

Provenance

A gift from the artist to Jules-Arsène-Arnaud Claretie, 1906.

The Claretie family, Paris.

Sale, Christie's, London, 4 December 1973, lot 9 (sold for £17,000 to Dr. Rau).

Exhibited

Paris, Galeries Georges Petit, *Exposition Sorolla y Bastida*, 11 June-10 July 1906, no.5.

Lisbon, Museu Nacional de Arte Antiga, *Exposição temporária da Coleção Dr. Gustav Rau*, 18 May-15 October 2006.

Literature

B. de Pantorba, *La Vida y La Obra de Joaquin Sorolla*, Madrid, 1970, p. 185, no. 1484.

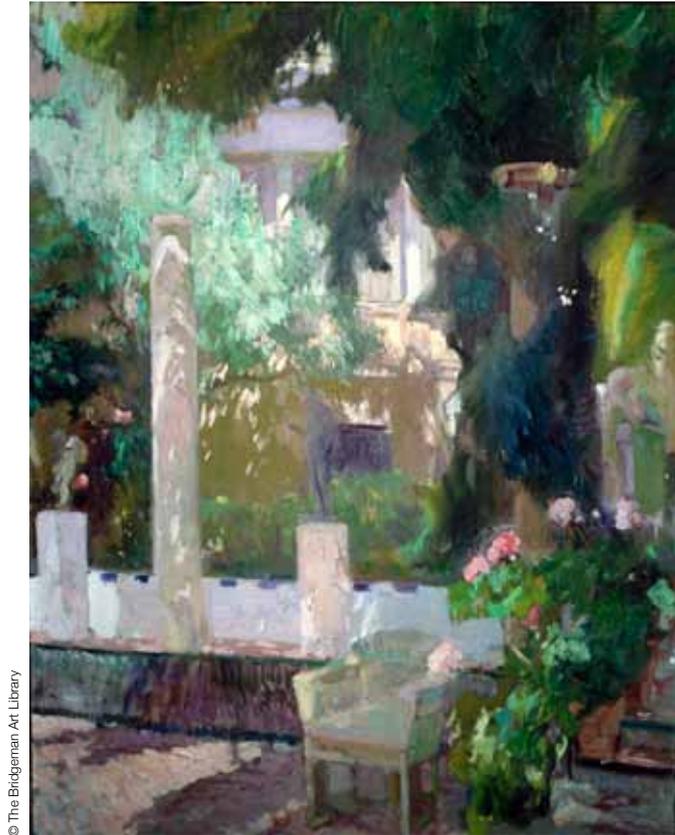
The present lot is historically and academically important within the *oeuvre* of Joaquin Sorolla. Painted in 1902, probably in Valencia, the work is one of the earliest garden studies the artist ever painted; the Impressionist style and the colour tone is a stylistic prelude to many of the artist's important works of the early 1900s.

In the early years of the 20th Century, Sorolla sought to widen his repertoire and broaden his audience, adding new subjects, such as garden scenes, and increasing the number of portrait commissions. In 1900, having been awarded the Grand Prix at the *Exposition Universelle* in Paris, Sorolla was exposed to an increasing variety of modern art movements, and formed friendships with a number of important and diverse artists, such as John Singer Sargent, Giovanni Boldini, Anders Zorn, Jean-Léon Gérôme and Claude Monet. These encounters gave Sorolla an insight into the possibilities of diversifying both his style and his choice of subjects.



(fig. 1) Sorolla painting in his garden





© The Bridgeman Art Library

(fig. 2) Joaquín Sorolla y Bastida, *The Gardens at the Sorolla Family House*, 1920, oil on canvas

Sorolla uses gardens and banks of flowers as a backdrop for a number of his most successful paintings in the following years, such as 1904's *La Siesta en el Jardín* (Private Collection), a charming work depicting the artist's daughters at rest under a garden terrace, where the garden provides a sympathetic backdrop to the subject of his two sleeping models. In his stunning 1906 work *Maria dressed as a Valencian Peasant Girl* (Private Collection), the subject, again the artist's daughter, stands off-centre in the composition, making the 'light falling on the colours of the plants and flowers in the garden the central protagonist of the canvas...the leafy luxuriance of a garden, which the artist's brush has turned into a dazzling, vehement explosion of patches of light and colour that spread out like tesserae in a mosaic' (José Luis Diez and Javier Barón, 'Joaquín Sorolla, Painter', Museo Nacional Del Prado, exhibition catalogue, pp. 361-363).

The garden is also the setting for Sorolla's 1906 work *The Painter Raimundo De Madrazo* and the 1911 portrait of *Louis Comfort Tiffany* (both Hispanic Society of America, New York), where again the backdrop shares a tonal sympathy with the sitter. What these works have in common is that all of the sitters are intimately connected to the artist; and while the garden does form the backdrop for some of the artist's more formal portraiture, such as his important 1907 portrait *King Alfonso XIII in Hussar's Uniform* (Property of the King of Spain), most of Sorolla's garden portraits were 'of people who shared some special relation with the painter, whether that be personal or artistic'. (Sorolla exhibition catalogue, p. 363).

Sorolla also painted gardens and flowers as subjects in themselves, and the present lot is one of the earliest examples of these studies. Sorolla spent many hours visiting gardens in Paris, Alicante, Valencia and Andalusia, and designed the gardens of his Madrid residence in an Andalusian style, intending them to be a place of peace and tranquillity. This garden was the subject of one of Sorolla's final canvases *Garden of the Sorolla House*, 1920 (Museo Sorolla, see fig. 2).

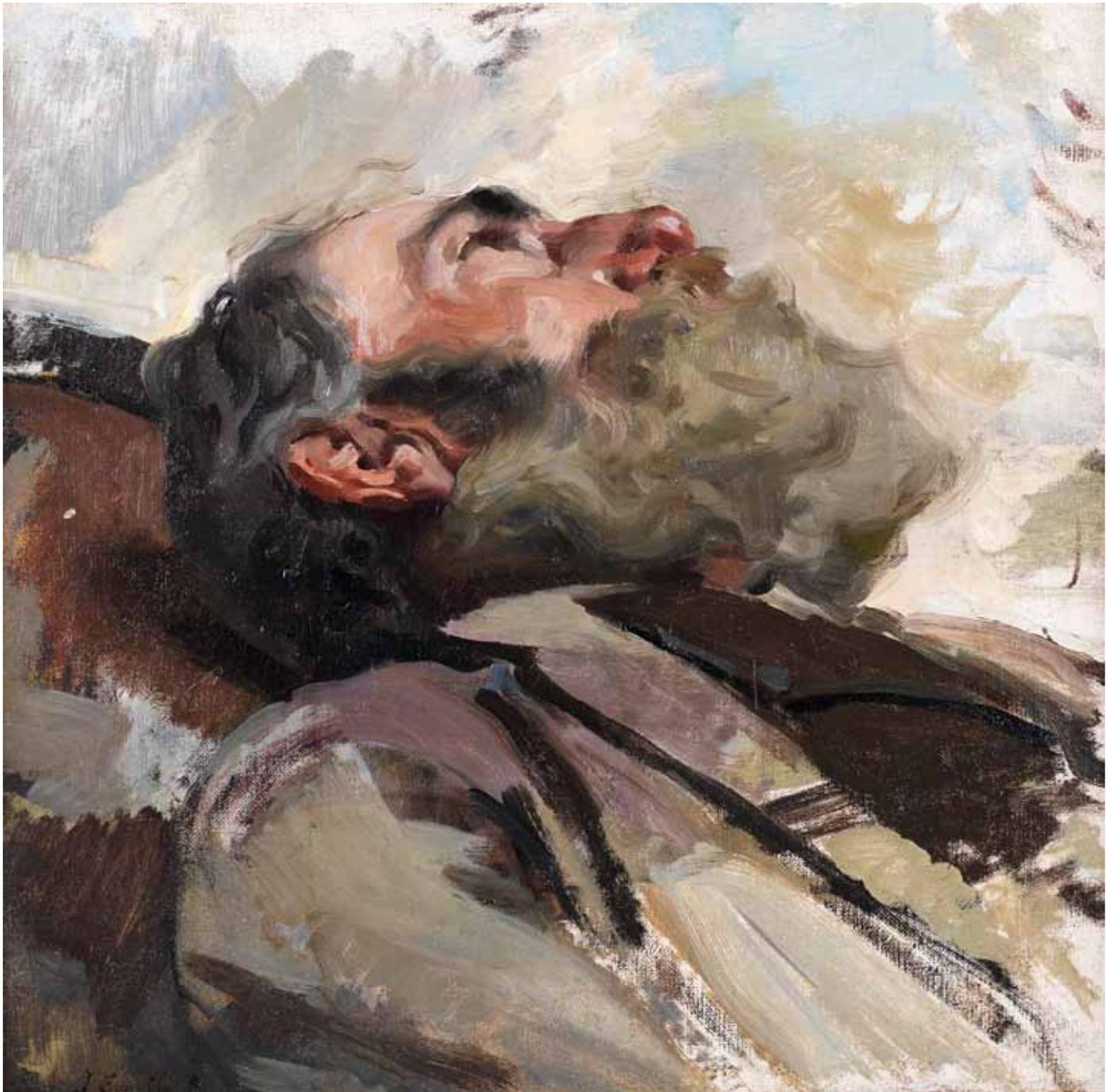
Gardens had a profound effect on Sorolla, as evidenced in a letter from the artist written in 1917, following a visit to Seville: 'what roses, what arbours, ponds, tiled benches, magnificent trees, all smelling of orange blossom, all warmed by an atmosphere filled with life, joy, sunshine... my soul is laughing' (*Epistolarios de Joaquín Sorolla*, vol. III, quoted in Sorolla exhibition catalogue, p.467)

Una azotea con flores is also an interesting compliment to the series of studies of orange groves that Sorolla produced in Alcira (a small village near the Valencian coast, where the artist often stayed) between 1902 and 1904, such as *Orange trees on the road to the sea* 1903 (Private collection), works where 'fruit and foliage colour the whitewashed walls with their reflections in compositions whose warm orange hues are balanced by the green shades of vegetation that is sometimes ordered by architecture...and sometimes overflowing' (Sorolla exhibition catalogue, p. 32).

The present lot was one of the 450 works shown at the artist's first one-man show, which took place at Galeries Georges Petit in Paris in 1906. *Maria dressed as a Valencian Peasant Girl* was also shown at this exhibition. The exhibition was a resounding critical and financial success, selling 65 works for a total of 230,650 Francs.

Following the exhibition, the artist dedicated and dated the work 'A M. Claretie/Paris 1906'. Jules Arsène Arnaud Claretie (1840-1913) was a French historian, novelist and playwright. At the time of the gift, Claretie was the manager of the famous Comédie Française in Paris.

We are grateful to Blanca Pons-Sorolla for confirming the authenticity of the present work on first-hand inspection, and for her assistance in cataloguing this lot. The present lot is listed in Blanca Pons-Sorolla's catalogue of Sorolla's work as number BPS773 and will appear in the forthcoming catalogue raisonné.



31*

JOAQUÍN SOROLLA Y BASTIDA (SPANISH, 1863-1923)

Cabeza de Viejo

bears a signature 'J.Sorolla B' (lower left)

oil on canvas

39 x 39.5cm (15 3/8 x 15 9/16in).

£20,000 - 30,000

€23,000 - 35,000

US\$32,000 - 48,000

Provenance

A gift from the artist to Félix de la Torre.

Marqués de la Torre, 1971 (by descent from the above).

Sale, Sotheby's, London, 2 December 1971, lot 44 (sold for £1,000 to Dr. Rau).

Blanca Pons-Sorolla has suggested that the present work was painted circa 1889-90, and that the signature may have been added by Félix de la Torre, for whom the work was painted.

Félix de la Torre was from an important Spanish family, and knew Sorolla well. He also owned a number of other works by the artist, including a watercolour study for his major work of 1894 *Return from Fishing* (Musée d'Orsay, Paris). Sorolla painted his portrait in 1895.

We are grateful to Blanca Pons-Sorolla for confirming the authenticity of the present work on first-hand inspection, and for her assistance in cataloguing this lot. The present lot is listed in Blanca Pons-Sorolla's catalogue of Sorolla's work as number BPS3662 and will appear in the forthcoming catalogue raisonné.



32

32
FRENCH, SECOND HALF 15TH CENTURY
A CARVED LIMESTONE FIGURE OF THE VIRGIN MARY OR
POSSIBLY A GRIEVING WIDOW FROM A TOMB

probably North-Eastern France,
the figure wearing a tightly laced gown and holding folded drapery in
her left hand, her draped head bent in sorrow, on shaped naturalistic
base, 56cm (22in) high

£1,000 - 1,500
€1,200 - 1,800
US\$1,600 - 2,400

Provenance

With Galerie Stucker, Bern, 1970-71, no. 1770, fig. 108.



33

33*
SOUTH GERMAN OR AUSTRIAN, EARLY 18TH CENTURY
A CARVED FRUITWOOD CORPUS CHRISTI

monogrammed and dated to the interior of the head *IS 1720*,
modelled contrapposto with down cast head clad in rope tied draped
and folded perizonium, *lacking arms*, 26cm (10in) high

£2,000 - 3,000
€2,300 - 3,500
US\$3,200 - 4,800



34*

ATTRIBUTED TO GIOVANNI CAMILLO CATENI (ITALIAN, 1662-1732)

A GLAZED TERRACOTTA CIRCULAR FIGURAL RELIEF OF CHRIST ON THE ROAD TO CALVARY

probably Montelupo, Florentine, after a drawing by *Ciro Ferri* (Italian, 1634-1689)

the relief depicting Christ falling for the third time, the figures and landscape covered in a thick white opaque glaze, the sky in a pale turquoise blue glaze, *41cm (16in) diameter*

£6,000 - 9,000

€7,000 - 11,000

US\$9,600 - 14,000



35*

JOHAN BARTHOLD JONGKIND (DUTCH, 1819-1891)

Chaumière dans un paysage

signed and dated 'Jongkind 1864' (lower right)

oil on paper laid down on canvas

24 x 37.5cm (9 7/16 x 14 3/4in).

£10,000 - 15,000

€12,000 - 18,000

US\$16,000 - 24,000

Provenance

Sale, Sotheby's, London, 2 December 1971, lot 17 (sold for £4,600 to Dr. Rau).

We are grateful to the Comité Jongkind Paris-La Haye for kindly confirming the authenticity of the present lot which will be included in their *catalogue critique* under no. H0239.



36*

HENRI JOSEPH HARPIGNIES (FRENCH, 1819-1916)

Paysage du Nivernais

signed and dated 'h harpignies 99' (lower left)

oil on canvas

66.5 x 83cm (26 3/16 x 32 11/16in).

£15,000 - 20,000

€18,000 - 23,000

US\$24,000 - 32,000

Provenance

With Galerie Bühler, Stuttgart, 30 November 1959.

37*

JACOB FOPPENS VAN ES (ANTWERP CIRCA 1596-1666)

Peaches, pears, nuts and a vase of carnations on a table top
bears inscription 'pin par vinensomme' (on the reverse)

oil on panel

32.8 x 52.5cm (12 15/16 x 20 11/16in).

£60,000 - 80,000

€70,000 - 93,000

US\$96,000 - 130,000

Provenance

With Silvano Lodi, Munich, 1971, where purchased by Dr. Rau.

Exhibited

Remagen, Arp Museum Bahnhof Rolandseck, *Kunstammer Rau: Köstlich! - Stilleben von Frans Snyders bis Giorgio Morandi*, 10 February-14 October 2012, no. 12 (as Osias Beert the Younger).

Literature

S. Blöcker, *Kunstammer Rau: Köstlich! Stilleben von Franz Snyders bis Giorgio Morandi*, Bielefeld, 2012, no. 12, p. 95 (as Osias Beert the Younger).

We are grateful to Fred Meijer of the RKD for confirming the attribution to van Es on the basis of a colour photograph and for suggesting that it is a relatively early work by the artist.

A member of the Antwerp guild of Saint Luke by 1617, Jacob Foppens van Es made his name painting very precise still lifes made up of distinct elements brought together on a simple ground, as with the present painting. At moments, the influence of the slightly older Antwerp artist, Osias Beert (circa 1580-1623/4), is discernible in his work. Other comparable examples to the present work are the signed *Still life of plums* now in the Michaelis Collection, Cape Town, South Africa, and the *Still life of grapes and peaches* offered at Sotheby's, New York, 5 June 2002, lot 28.





38

38
A PARIS GILT-METAL-MOUNTED HOT WATER JUG AND COVER, MANUFACTURE DE LA REINE, CIRCA 1780

The pear-shaped body divided into four alternating sections of brocaded trellis pattern and colourful arabesques, each separated by a band of underglaze blue with a gilt floral border, 18.5 cm (7 1/8 in). high, crowned A mark in iron-red (small chip to inner rim of cover)

£1,500 - 2,500
€1,800 - 2,900
US\$2,400 - 4,000



39

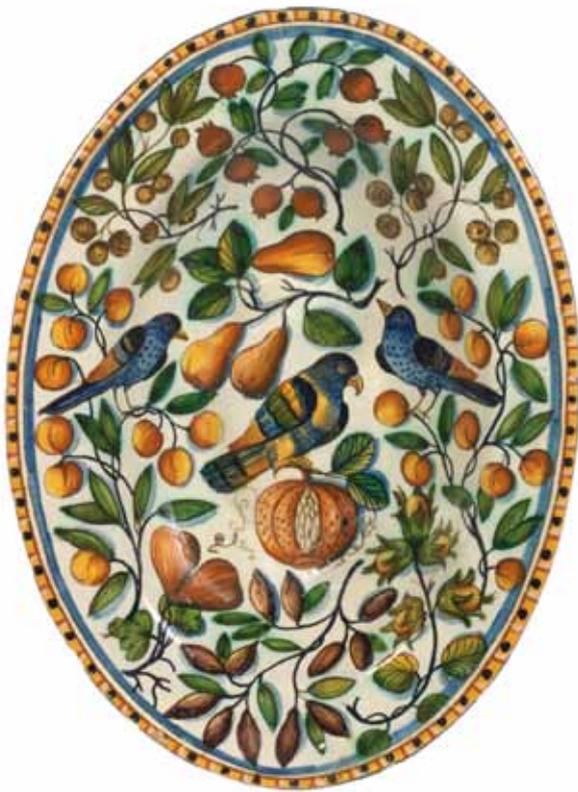
39
A FRENCH FAIENCE ARMORIAL MORTAR, POSSIBLY OLÉRYYS-LAUGIER FACTORY, MOUSTIERS, CIRCA 1760

Of cylindrical form with mask handles, painted with the coat of arms of the de la Sessoye family from Flanders, garlands of flowers and lambrequins in ochre, 10 cm (3 15/16 in). high, LSC in ochre (minor chips)

£1,000 - 1,500
€1,200 - 1,800
US\$1,600 - 2,400

Provenance

Sale, F. Challiol & F. Galtier, Paris, 7 November 1983 (where purchased by Dr. Rau).



40

40

A FRENCH FAIENCE OVAL SERVING DISH, POSSIBLY CONRADE FACTORY, NEVERS, CIRCA 1630

Decorated in bright colours with three birds amongst leafy branches laden with different varieties of fruit, within a yellow-ground border with dotted panels, the reverse painted with blue line borders, 43.5 cm (17 1/8 in). long, (minor losses to rim)

£5,000 - 8,000
€5,800 - 9,300
US\$8,000 - 13,000

Provenance

Antonio de Vargas-Machuca; his sale, Christie's, London, 3 December 1973, lot 135 (where purchased by Dr. Rau).



41

41

A MARSEILLE FAIENCE STOVE OR CHAUFFERETTE, POSSIBLY LEROY'S FACTORY, DATED 1779

Of canted rectangular form, the reverse with a cartouche painted with a playing violinist and demons kidnapping a maiden, the remainder with shaped and oval panels depicting musicians and figures from the Commedia dell'arte reserved against floral scrollwork, the front with a hinged cover painted with a three-headed dragon, the top pierced in a floral pattern and inscribed 1779, 11.5cm high x 23.5cm wide x 17.5cm deep (4 5/8in high x 9 1/4in wide x 6 7/8in deep)., (some restoration and minor chips)

£4,000 - 6,000
€4,700 - 7,000
US\$6,400 - 9,600

Provenance

Sale, Boisgirard & Heeckeren, Paris, 9 December 1980, lot 30 (where purchased by Dr. Rau).



(reverse)



42*

HENDRICK MOMMERS (DUTCH, CIRCA 1623-1693)

An Italianate landscape with a shepherd and his flock on the banks of a river, a walled town in the distance
signed 'Mommers' (lower left, strengthened)
oil on canvas
64.6 x 85.4cm (25 7/16 x 33 5/8in).

£10,000 - 15,000

€12,000 - 18,000

US\$16,000 - 24,000

Provenance

With Dominion Gallery, Montreal (according to a label on the reverse).
With Galerie Alexander Gebhardt, Munich, 1964.
Sale, Christie's, New York, 10 October 1990, lot 186 (sold for \$7,150 to Dr. Rau).

Exhibited

Remagen, Arp Museum Bahnhof Rolandseck, *Kunstammer Rau: Horizonte - Landschaften von Fra Angelico bis Monet*, 18 March-18 September 2011, no. 18.

Literature

S. Blöcker, *Kunstammer Rau: Horizonte - Landschaften von Fra Angelico bis Monet*, exh. cat., Bielefeld, 2011, p. 54, no. 18, illustrated p. 55.



43*

HERMAN MIJNERTS DONCKER (DUTCH, 1620-CIRCA 1656)

Portrait of a lady and her child standing before an open landscape

oil on panel

38 x 51.3cm (14 15/16 x 20 3/16in).

£12,000 - 18,000

€14,000 - 21,000

US\$19,000 - 29,000

Provenance

Sale, Jac. Hecht, Berlin, 27 February 1928, lot 108
(as Attributed to J. Vonck).

44*

HENRI-JEAN-GUILLAUME MARTIN (FRENCH, 1860-1943)

La Vallée du Lot à l'aplomb de Saint-Cirq-Lapopie

signed 'Henri Martin' (lower right)

oil on canvas

80.5 x 68.5cm (31 11/16 x 26 15/16in).

£40,000 - 60,000

€47,000 - 70,000

US\$64,000 - 96,000

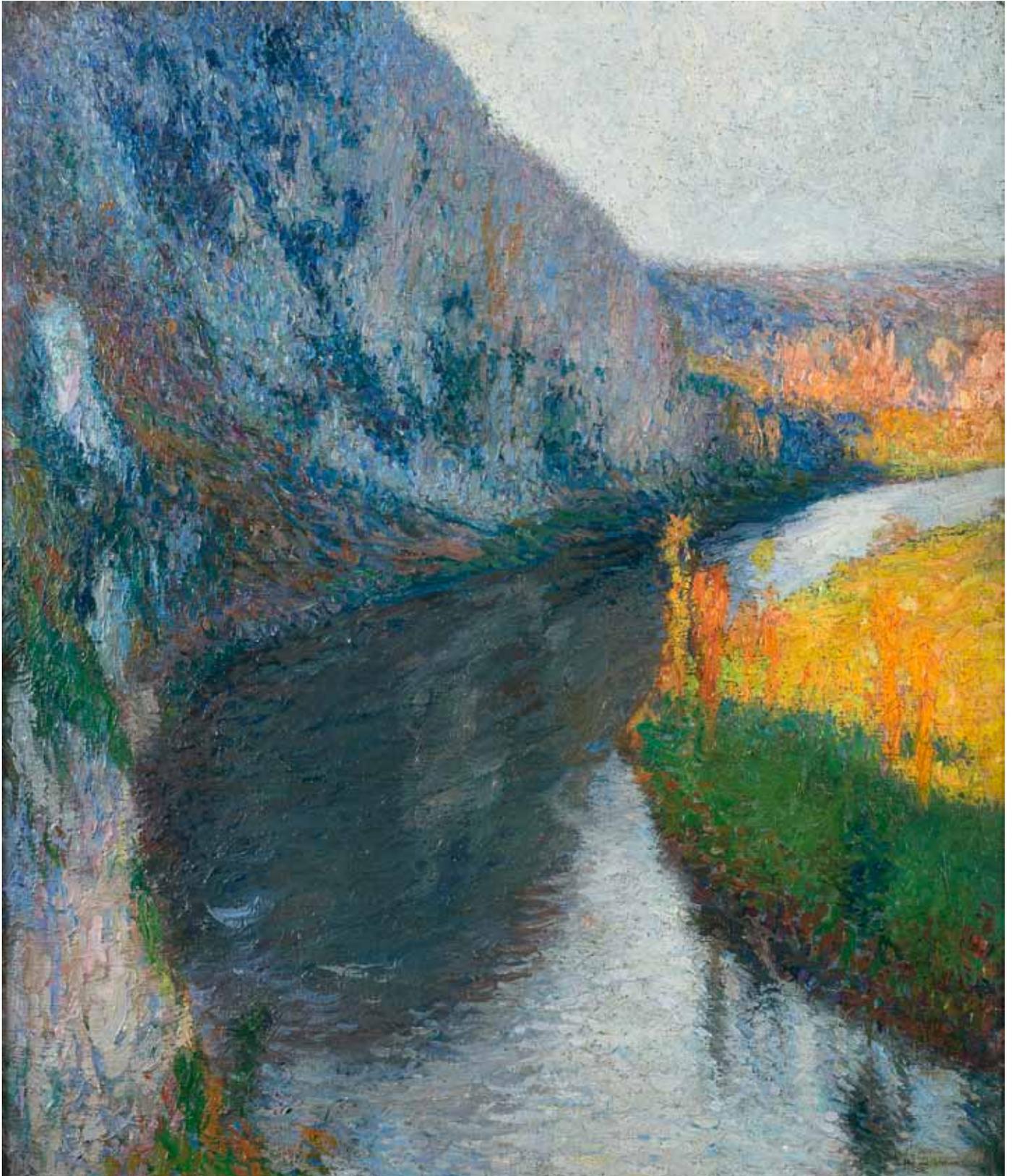
Provenance

Sale, Christie's, New York, 11 May 1995, lot 251 (where purchased by Dr. Rau).

The authenticity of this work has kindly been confirmed by Monsieur Cyrille Martin, who dates the work to 1910.

Henri Martin trained at the Ecole des Beaux-Arts in Toulouse under Jules Garipuy, an artist still in thrall to his master Eugène Delacroix, before moving to Paris in 1879 and entering the studio of the history painter Jean-Paul Laurens. Despite this very traditional background he quickly fell under the influence of more *avant-garde* artists in the capital, and following a scholarship to Italy in 1885 developed a style similar to Neo-Impressionism using a characteristic technique of short, almost Divisionist brushstrokes.

Despite his success in the capital he remained a naturally introverted character. He withdrew to the countryside after 1900 and eventually settled in a remote area of the Lot near Cahors. The present work shows the cliffs near Saint-Cirq-Lapopie, a famously picturesque hamlet poised on a cliff-top above the Lot river, some five miles from Martin's estate at Labastide-du-Vert, and in the richly bucolic tones of this deeply rural area he found his natural subject matter.





45

FOUR AFRICAN MASKS

comprising a Yoruba *gelede* mask, Nigeria, with striped, scarf-wrapped headdress, 23cm high x 43cm wide (9in high x 16 3/4in wide); an Igbo maiden spirit mask, Nigeria, with typical pierced crested headdress and polychrome pigmentation, 53cm high x 26cm wide (21 3/4in high x 10 1/4 in wide); a Chokwe mask, Angola, with ridged coiffure and incised decoration to the forehead, cheeks and chin, 31cm high x 19cm wide (12 1/4in high x 7 1/2in wide); and a Senufo *kpelle* mask, Cote D'Ivoire, with incised decoration to the face and flanges, 36.5cm high x 19cm wide (14 1/4in high x 7 1/2in wide) (4)

£1,500 - 2,000

€1,800 - 2,300

US\$2,400 - 3,200



(reverse)



46

46

A BASSA GEH NAW MASK

Liberia

of typical small size, the plaited ridged coiffure above an angled hairline, vertical incised forehead band, narrow pierced almond eyes, long nose and mouth with pursed lips, *21cm high x 12cm wide (8in high x 4 1/2in wide)*

£1,000 - 1,500

€1,200 - 1,800

US\$1,600 - 2,400

Provenance

Sale, Sotheby's, London, 5 December 1972, lot 161.



(reverse)



47

47

A CHOKWE PWO MASK

Angola

the domed and incised forehead supporting a woven fibre headpiece, above pierced almond eyes and mouth, narrow nose flanked by incised cheeks, *25cm high x 16cm wide (9 1/2in high x 6in wide)*

£1,200 - 1,800

€1,400 - 2,100

US\$1,900 - 2,900

Provenance

Sale, Sotheby's, London, 5 December 1972, lot 154.



48*

NORTH ITALIAN SCHOOL, 17TH CENTURY

A conger eel, a spider crab, an edible crab and a turtle in a rocky landscape

oil on canvas

40 x 80.1cm (15 3/4 x 31 9/16in).

£20,000 - 30,000

€23,000 - 35,000

US\$32,000 - 48,000

Provenance

With Galerie Neumeister, Munich.

Sale, Christie's, London, 5 February 1988.



49

ATTRIBUTED TO DAVID RYCKAERT II (FLEMISH, 1586-1642)

Apples, pears, plums and other fruit with walnuts in a *wan-li kraak* ware bowl on a draped table-top, with a glass of wine
oil on panel

37.2 x 50.2cm (14 5/8 x 19 3/4in).

£30,000 - 50,000

€35,000 - 58,000

US\$48,000 - 80,000

Provenance

With Silvano Lodi, Munich.

We are grateful to Fred Meijer of the RKD for suggesting the attribution to Ryckaert II on the basis of a colour photograph.



50



51



50*
SOUTH GERMAN, MID 18TH CENTURY
A PAIR OF CARVED PAINTED AND PARCEL GILT WOOD
FIGURES OF PUTTI

the animated figures with gilt flying drapery to their loins, *one lacking right arm and with losses to other hand on his right hand, the second lacking both arms, the first figure 35cm high x 21cm wide (13 1/2in high x 8in wide), the second figure 38cm high x 19cm wide (14 1/2in high x 7in wide) (2)*

£2,000 - 3,000
€2,300 - 3,500
US\$3,200 - 4,800

Provenance

Sale, Friedrich von Artus, Frankfurt, 29 September 1961, lot 698.

51*
SOUTH GERMAN, POSSIBLY 18TH CENTURY
A PAIR OF CARVED WOOD AND LATER PAINTED HEADS OF
PUTTI

each modelled full face, the fronts of their hair arranged in Apollo's knots, their stylised wings wrapping their shoulders, *32cm (12in) and 35cm (13 1/2in) high (2)*

£2,000 - 3,000
€2,300 - 3,500
US\$3,200 - 4,800



52*

**SOUTH GERMAN OR AUSTRIAN, EARLY 18TH CENTURY
A CARVED, PARCEL GILT AND PAINTED FRUITWOOD
CRUCIFIXION GROUP**

the figure of Christ modelled contrapposto with rope-tied perizonium, his downcast head wearing a crown of thorns, the cross with starburst aureole, the naturalistic green painted hilly rockwork base flanked to either side by the animated figures of the Virgin Mary and St Peter or St Joseph clad in folded swirling drapery, 38cm high x 19cm wide x 8cm deep (14 1/2in high x 7in wide x 3in deep), the case 49cm high x 33cm wide x 13cm deep (19in high x 12 1/2in wide x 5in deep)

£5,000 - 8,000

€5,800 - 9,300

US\$8,000 - 13,000

Provenance

With Julius Böhler, Munich, 1967.



53

TOMAS DE HIEPES (SPANISH, CIRCA 1600-1674)

Turkey, partridge and pigeons on a terrace
signed 'HIEPES' (on the stone step, lower left)
oil on canvas
99.5 x 156cm (39 3/16 x 61 7/16in).

£400,000 - 600,000

€470,000 - 700,000

US\$640,000 - 960,000

Provenance

Private Collection, Lausanne.
With Silvano Lodi, Campione d'Italia, 1971.

Exhibited

Valencia, Centro Cultural Bancaja, *Tomás Yepes*, 26 September-26 November 1995, no. 16.
Remagen, Arp Museum Bahnhof Rolandseck, *Kunstammer Rau: Das Auge des Sammlers*, 5 February 2009-29 August 2009, no. 7, illustrated p. 65.
Remagen, Arp Museum Bahnhof Rolandseck, *Kunstammer Rau: Köstlich! - Stilleben von Frans Snyders bis Giorgio Morandi*, 10 February 2012-14 October 2012, no. 16, illustrated p. 49.

Literature

A. Pérez Sánchez, *Valencia: Tierras de España*, Madrid, 1985, p. 302.
A. Pérez Sánchez, *La nature morte espagnole du XVIIe siècle à Goya*, Fribourg and Paris, 1987, p. 154, fig. 158.
A. Pérez Sánchez, *Historia del arte valenciano*, Valencia, 1989, p. 150, fig. 4.
W.B. Jordan and P. Cherry, *Spanish Still-Life from Velazquez to Goya*, exh. cat., National Gallery, London, 1995, p. 197, note 12.
A. Pérez Sánchez and B. Navarrete Prieto, *Tomás Yepes*, Fundación Bancaja, 1995, no. 16; p. 68, illustrated p. 69.
P. Cherry, 'Tomás Yepes', *The Burlington Magazine*, vol. 138, no. 1116, London, March 1996, pp. 200-201.
F. Scheffler, 'Thomas Yepes en Valencia', *Archivo Español de Arte*, Madrid, 1996, vol. 69, no. 273, p.131, illustrated. p. 132, fig. 1.
O. Kornhoff, *Kunstammer Rau: Das Auge des Sammlers*, Cologne, 2010, p. 64, no. 7, illustrated p. 65.
S. Blöcker, *Kunstammer Rau: Köstlich! - Stilleben von Frans Snyders bis Giorgio Morandi*, Bielefeld, 2012, p. 97, no. 16, illustrated p. 49.

The present painting and the following lot are typical examples of the work of Tomás Hiepes, or Yepes, the leading artist active in Valencia in the mid 17th Century. Whilst he is documented as working on landscapes and religious paintings, it was his still lifes that established his formidable local reputation, as evinced by the eulogistic entry for the painter in Marcos Antonios Orellana's 18th Century *Biografía pictórica valentina* in which his still lifes are compared to those of the famous Zeuxis.

The present work is signed 'HIEPES' on the stone step, lower left, suggesting a date of post 1649 at which point the artist changed the form of his signature from 'YEPES' to 'HIEPES'. His decision to incorporate his signature into one of the objects making up the still life is typical; he often chose to do so, perhaps in an attempt to avoid interrupting the pattern-making quality of works such as this. He is also known to have signed the reverse of his canvases, possibly for a similar reason.

The painter may have seen the work of Juan van der Hamen as a young man in Madrid as the latter's influence is certainly discernible, particularly in Hiepes's depictions of flowers. He chose, however, to follow a more independent, idiosyncratic path stylistically, which clearly found favour with the local clientele as his output was prodigious.



54

TOMÁS HIEPES (SPANISH, CIRCA 1600-1674)

A cockerel, a chicken and fledglings on a terrace
signed 'HIEPES' (on the bowl, lower right)
oil on canvas

99.4 x 156cm (39 1/8 x 61 7/16in).

£300,000 - 500,000

€350,000 - 580,000

US\$480,000 - 800,000

Provenance

Private Collection, Lausanne.

With Silvano Lodi, Campione d'Italia, 1971.

Private Collection, Marseille, 1987.

Sale, Christie's, London, 13 December 1996, lot 128 (unsold at
£170,000)

Exhibited

Valencia, Centro Cultural Bancaja, *Tomás Yepes*, 26 September-26
November 1995, no. 17.

Remagen, Arp Museum Bahnhof Rolandseck, *Rau: Das Auge des
Sammlers*, 5 February 2009-29 August 2009, no. 6, illustrated p. 65.

Remagen, Arp Museum Bahnhof Rolandseck, *Kunstammer Rau:
Köstlich! - Stilleben von Frans Snyders bis Giorgio Morandi*, 10
February 2012-14 October 2012, no. 15, illustrated p. 48.

Literature

A. Pérez Sánchez, *Valencia: Tierras de España*, Madrid, 1985, p.
302.

A. Pérez Sánchez, *La nature morte espagnole du XVIIe siècle à
Goya*, Fribourg and Paris, 1987, p. 154, illustrated p. 154, fig. 158.

A. Pérez Sánchez, *Historia del arte valenciano*, Valencia, 1989, p.
150, fig. 4.

W. B. Jordan and P. Cherry, *Spanish Still-Life from Velazquez to
Goya*, exh. cat., National Gallery, London, 1995, p. 197, note 12.

A. Pérez Sánchez and B. Navarrete Prieto, *Tomás Yepes*, Fundación
Bancaja, 1995, no. 17, p. 70, illustrated p. 71.

P. Cherry, 'Tomás Yepes', *The Burlington Magazine*, vol. 138, no.
1116, London, March 1996, pp. 200-201.

F. Scheffler, 'Thomas Yepes en Valencia', *Archivo Español de Arte*,
Madrid, 1996, vol. 69, no. 273, p. 131.

O. Kornhoff, *Kunstammer Rau: Das Auge des Sammlers*, Cologne,
2010, p. 64, no. 6, illustrated p. 65.

S. Blöcker, *Kunstammer Rau: Köstlich! - Stilleben von Frans
Snyders bis Giorgio Morandi*, Bielefeld, 2012, p. 97, no. 15,
illustrated p. 48.

The present canvas depicts a cockerel with a chicken and fledglings in a garden setting before a trellis with climbing morning glory and a laden apple tree with a distant river landscape beyond. An orange tree in blossom is shown on the right with a bed of tangled marigolds and narcissi beneath. The choice of subject matter most probably reflects the preoccupations of life in Valencia, as it was a city famed for its gardens and orchards. The botanical garden at the university was the first in the country. As a mature artist, Hiepes was well known as a painter of *fruiteros* on a large scale and produced, in 1655, a series of monumental still lifes of fruit to decorate the Convent of Santo Domingo as part of the celebrations to mark the 200th anniversary of the canonisation of San Vincente Ferrer.



55*

**GERMAN, 16TH CENTURY
A PATINATED BRONZE TRIPOD MORTAR INSCRIBED 'HANS
HACHMAN' AND DATED 1501**

the cylindrical banded body cast with twin dolphin handles, the inscribed and dated central frieze with figural and other reliefs of the Virgin and Child, the veil of Christ, a huntsman pursuing a leaping hare, a woman wielding a spoon and a vacant shield-shaped cartouche, together with a circular foundry mark, on three rope twist and beaded tripod supports, 16cm high x 18 1/2cm diameter (6in high x 7in diameter)

£8,000 - 12,000

€9,300 - 14,000

US\$13,000 - 19,000

Provenance

Sale, Sotheby's, London, 29 March 1979, lot 61.



(reverse)



56*

FRENCH, 16TH CENTURY

A LARGE BRONZE MORTAR, DATED 1569

the tapering body cast with twin grotesque serpent's head handles and bearded satyr mask-heads and fleur-de-lys motifs interspersed with split baluster spindles, within moulded borders, the deep everted rim cast with an inscribed frieze and further fleur-de-lys, dated 1569, 26cm high x 35.5cm diameter (10in high x 13 1/2in diameter)

£10,000 - 15,000

€12,000 - 18,000

US\$16,000 - 24,000



(detail)

57*

MICHEL JANSZON VAN MIEREVELT (DUTCH, 1567-1641)

Portrait of Sir Henry Vane, half-length, in a black embroidered tunic and white chemise

signed and dated: A.o. 1630/ M Mierevelt' (centre left)

oil on panel

68.7 x 58.2cm (27 1/16 x 22 15/16in).

£50,000 - 70,000

€58,000 - 82,000

US\$80,000 - 110,000

Provenance

The Earls of Craven, and by descent to Cornelia, Countess of Craven; her sale, Sotheby's, 27 November 1968, lot 96 (sold to Wolf for £250).

Sale, Sotheby's, London, 24 March 1971, lot 27 (sold for £500).

Sale, Christie's, London, 29 May 1981, lot 34 (withdrawn before sale).

Sale, Sotheby's, London, 13 July 1988, lot 20 (withdrawn before sale).

Sir Henry Vane (1611-1655), a favorite of James I, was knighted in 1611. He became Comptroller of the Household in 1628 and Privy Councillor in 1630. On 3 February 1640 Vane was appointed Secretary of State. He owed his elevation to the Queen and the Marquis of Hamilton, who prevailed over the opposition of Thomas Wentworth, Earl of Strafford, in whose notorious fall and execution Vane played an instrumental part. Charles I sent him on missions to Holland in 1629-30 (when this portrait was painted) and later to Holland and Sweden in 1640. However his subsequent support for compromise with Parliament, together with his role in Strafford's destruction, had by this time alienated both his former patron, Henrietta Maria, and the King. In early December 1641 he was dismissed from all his offices at court.





58*

CIRCLE OF LOUIS TOCQUE (FRENCH, 1696-1772)

Portrait of a gentleman, half-length, in a blue velvet coat and red embroidered waistcoat

oil on canvas

80 x 64.2cm (31 1/2 x 25 1/4in).

£7,000 - 10,000

€8,200 - 12,000

US\$11,000 - 16,000

Provenance

The Collection of the Cholmondeley family and Sir Philip Sassoon.

Sale, Christie's, London, 6 May 1927, lot 139 (as J. F. De Troy).

Where purchased by M. Harris (185 guineas).

Sale, Houghton - Oil Paintings & Sculpture, Christie's, London, 8 December 1994, lot 146 (£28,000).



59*

JEAN-BAPTISTE VAN LOO (FRENCH, 1684-1745)

Portrait of a gentleman, half-length, in a burgundy coat, embroidered waistcoat and a white chemise leaning on a table

oil on canvas

91.8 x 71.2cm (36 1/8 x 28 1/16in).

£10,000 - 15,000

€12,000 - 18,000

US\$16,000 - 24,000

Provenance

Sale, Christie's, London, 16 March 1984, lot 73 (£1,500).

Sale, Sotheby's, London, 14 November 1990, lot 41 (£4,800).

Jean-Baptiste van Loo, born at Aix-en-Provence, was taught by his father, Louis-Abraham van Loo. Early on he worked in a number of cities in France and Italy decorating churches and public buildings. While in Turin he painted portraits of Charles Emmanuel II, Duke of Savoy and several members of his court. In 1737, van Loo arrived in England, where his portraits of the playwright and poet, Colley Cibber, and the Irish entrepreneur and patron of the arts, Owen McSwiny, attracted much attention. He painted portraits of Sir Robert Walpole and the Prince and Princess of Wales. However, his sojourn in England was short-lived, his failing health causing him to return to France in 1742.



60 (part lot)

60*

A 19TH CENTURY FRENCH BRONZE GENRE FIGURE OF A COUNTRY GIRL ENTITLED 'FANTAU'X', A 19TH CENTURY EMBOSSED AND BRONZED COPPER PORTRAIT RELIEF OF THE FRENCH STATESMEN PIERRE JEANNIN, AFTER GUILLAUME DUPRÉ, AND A CAST IRON FIREBACK DEPICTING SAINT CHRISTOPHER

the bronze figure with inscribed integral square base, the rear with *CIRE PERDUE C. VALSUANI* foundry mark, dark brown patination, the plaque after an original model by Guillaume Dupré (French, 1576-1643), mounted within a composition gilt gesso circular floral wreath and beaded moulded frame, the fireback panel of rectangular form with figural decoration depicting Saint Christopher within an arched niche and moulded rectangular border, possibly 17th century, *the figure 18cm high x 5cm wide x 4cm deep (7in high x 1 1/2in wide x 1 1/2in deep), the plaque 17 1/2cm diameter (6 1/2in diameter), the fireback 62cm high x 39 1/2cm wide (24in high x 15 1/2in wide) (3)*

£1,500 - 2,000

€1,800 - 2,300

US\$2,400 - 3,200

Provenance

The fireback:

Sale, Friedrich von Artus, Frankfurt, 29 September 1961, lot 622.



61

61*

**MAX VALENTIN (GERMAN, 1875-1920)
A BRONZE FIGURE OF A CLASSICAL WARRIOR**

signed to the right of the base, *M Valentin.*, dark brown patination, on veined grey and black marble moulded cylindrical plinth base, the base with old paper label marked *H277, 28cm wide x 23cm deep x 86cm high (11in wide x 9in deep x 34in high)*

£2,000 - 3,000

€2,300 - 3,500

US\$3,200 - 4,800



62

62*
AIMÉ JULES DALOU (FRENCH, 1838-1902)
A BRONZE FIGURE OF 'LE GRAND PAYSAN' [THE ROAD WORKER]

signed *DALOU* and with Susse frères pastille mark to the rear, greenish brown patination, 30cm (11 1/2in) high

£2,500 - 4,000
€2,900 - 4,700
US\$4,000 - 6,400

Provenance

Sale, Laurin Guilloux Buffetaud Tallieur, Paris, 11 December 1981, lot 36.



63

63*
FRANÇOIS RAOUL LARCHE (FRENCH, 1860-1912)
A BRONZE FIGURE OF 'LE PREMIER GRENADIER DE LA REPUBLIQUE'

conceived as a finished model for an unrealised monument to Théophile Malo Corret de la Tour d'Auvergne the base signed *RAOUL LARCHE* and inscribed *Susse Fres Entr. Paris and Cire Perdue* together with Susse Frères pastille mark, dark brown patination, 71cm high x 28cm wide x 19cm deep (27 1/2in high x 11in wide x 7in deep)

£5,000 - 7,000
€5,800 - 8,200
US\$8,000 - 11,000

Exhibited

Paris, Salon des Artistes Français, *Raoul Larche*, 1920, no. 43.

Literature

Bulletin de la Société de l'Histoire de l'Art Français Année 1989, Paris, 1990, pp. 269-270, no. 33, figs. 25 and 27.





64

CAMILLE PISSARRO (FRENCH, 1830-1903)

Le grand noyer à l'Hermitage

signed and dated 'C.Pissarro.1875' (lower right)

oil on canvas

32.5 x 40.8cm (12 13/16 x 16 1/16in).

£200,000 - 300,000

€230,000 - 350,000

US\$320,000 - 480,000

Provenance

By descent to Ludovic-Rodolphe Pissarro, the artist's son, 1904.

Frau E. Grob-Müller.

Brauerei Müller, Baden, Switzerland.

Sale [Property from a Swiss Estate], Sotheby's, London, 28 June

1995, lot 126 (where purchased by Dr. Rau).

Exhibited

Aargau, Aargauischer Kunsthaus, *Jubiläums-Ausstellung aus Aargauischen Privatbesitz, No. 1: von den Impressionisten bis zur Gegenwart*, 1960, no. 314.

Literature

L. R. Pissarro and L. Venturi, *Camille Pissarro, son art - son oeuvre*, San Francisco, 1989, vol. II, no. 315 (illustrated).

J. Pissarro and C. Durand-Ruel Snollaerts, *Pissarro, Critical Catalogue of Paintings*, Paris, 2005, vol. II, p. 306, no. 417 (illustrated).

Painted in 1875.





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(fig. 1) Paul Cézanne, *Maison et arbre, quartier de l'Hermitage*.

Camille Pissarro's sequence of views of Pontoise, the neighbouring hamlet of L'Hermitage and the surrounding countryside form the centrepiece of his long career. They show the already very experienced painter finding his full maturity, pushing the boundaries of Impressionism, and acting as a guide and an inspiration to younger contemporaries such as Cézanne and Monet.

Pissarro first exhibited at the official Salon in Paris in 1859 and continued to follow the official precepts of the artistic establishment, if unevenly, through the following decade. Corot and Daubigny were his major influences in this period, and like them Pissarro insisted on painting *en plein air*, working directly from nature. Increasingly, however, he found the strictures of these earlier masters limiting. While Corot made sketches in the open air, his pictures were then usually finished in the studio with untidy elements eliminated and the artist's initial impressions of the subject sublimated to more harmonious aesthetic and technical preconceptions. In contrast, Pissarro focussed much more on exploring the real world as he experienced it, preferring to finish his pictures in a single sitting while still immersed in his feeling for the landscape. This approach, depicting the natural world and the daily lives of workers without weighty symbolic meaning, painted in raw brushstrokes of pigment applied wet on wet, was in direct opposition to the perfect finish and romantic nuance of Corot and his peers. The public was hostile to such vulgar and commonplace scenes and the Academy was scandalised by the sketchy finish. In 1874, having been denied access to the official Salon, the principal marketplace for new art, Pissarro, Monet and Cézanne, with a small group of sympathetic artists, staged a rival exhibition in the studio of the photographer Nadar. The critic Louis Leroy snidely criticised the paintings for giving only an impression of their subject, but Impressionism was launched.

Le grand noyer à l'Hermitage dates from the year following this defining exhibition. In its loose, speedy exploration of the play of light through the foliage to the left, and the sympathetic handling of paint in the depiction of a rutted track leading past a strolling peasant to the homestead beyond, the work expresses a great deal of what these groundbreaking artists were trying to achieve. That it seems so harmonious and natural to modern eyes is a true indication of the success of their revolution. As Richard Brettell has noted 'the 1870s are at the very core of Pissarro's career ... in that decade he became an Impressionist, severing, at least partially, his strong links with French artists of the nineteenth century and working more fervently with the young rebels whom he had met at the Académie Suisse and the Café Guerbois in the early 1860s' (R. Brettell, 'Camille Pissarro: a revision', Pissarro, exh. cat., Hayward Gallery, London, 1980, p. 16).

Pissarro's relationship with Cézanne, one of those 'young rebels', is instructive. Although he was only a few years older, Pissarro acted as a mentor and guide, both in organising their exhibitions and in pushing the boundaries of their painting into what became Neo- and Post-Impressionist phases. Indeed as a mark of respect, for a time following his death Cézanne proudly described himself in exhibition catalogues as 'Cézanne, pupil of Pissarro'. In 1874 the younger artist moved to Auvers-sur-Oise, five miles from Pontoise, and the two artists often pitched their easels side by side in the surrounding countryside. Cézanne's *Maison et arbre, quartier de l'Hermitage* may be his companion piece to the present work (fig. 1; J. Rewald, *The Paintings of Paul Cézanne*, New York, 1996, no. 222). The comparative flatness of the latter picture, and the more conventional handling of light, gives an interesting commentary on the relationship between the two artists at the beginning of this pivotal decade in their collaboration. Joseph Rishel suggests that



Private Collection / Roger-Viollet, Paris / The Bridgeman Art Library

Camille Pissarro and Paul Cézanne.

'Pissarro is justly credited with having transformed Cézanne's style and, to some degree, his temperament by encouraging him to interact more fully with nature and by initiating him into a more deliberate, less subjective approach to his craft. That mutual influence that ensued between these two artists over the next ten years is one of the great chapters in the history of nineteenth century painting. At its beginning the sage Pissarro endeavored to calm the ferocious young Cézanne, but, as time passed, the pupil progressively found himself in the lead, encouraging the older artist to follow his example in testing the limits of Impressionist landscape painting.' (J.J. Rishel, *Cézanne*, exh. cat., Paris, Grand Palais, and elsewhere, 1995-1996, p. 229).

Pissarro first stayed in Pontoise, 30 miles northwest of Paris, in 1866-68, returning in 1872 following the destruction of his studio at Louveciennes during the Franco-Prussian War. He lived at various addresses in the town, mostly in the neighbourhood of L'Hermitage, until 1882. His more than 300 paintings of the town and surrounding area chart this incredibly fertile period. The exact location of *Le grand noyer à l'Hermitage* was identified by the artist's son Ludovic-Rodo as the rue de la Côte du Jalet, now rue Victor Hugo, the old road from the hamlet into the centre of Pontoise, and a short walk from 18, rue de l'Hermitage, where Pissarro was living at the time. The white house in the centre of the composition, with its characteristic white gable, is the Maison Rondest, now 51, rue Victor Hugo, which belonged to Armand Rondest. Rondest was a successful local businessman who owned a number of properties in the village and was, among other things, Pissarro's greengrocer. Something of their relationship can be gauged by the fact that Pissarro gave him *Le Tribunal de Pontoise, place Saint-Louis* as settlement for some of his household debts (1893; J. Pissarro and C. Durand-Ruel Snollaerts, op. cit., no. 292).

The arrangement of the white house seen through foliage, with a distant view of rising ground seems to have appealed particularly to Pissarro. He painted the Maison Rondest in a similar compositional setting in a picture of the preceding year (*La rue de la Côte-du-Jalet, la maison Rondest, Pontoise*, 1874, J. Pissarro and C. Durand-Ruel Snollaerts, op. cit., no. 362) and in a number of later compositions culminating in an etching of 1882 (Detail 35). *Le grand noyer à l'Hermitage* can be seen as a summer version, perhaps an *effet du soleil*, in counterpoint to the classically Impressionist *effet de neige* view of the same scene in winter, *La maison Rondest sous la neige, Pontoise* (sold, Sotheby's, London, 6 February 2013, lot 140; J. Pissarro and C. Durand-Ruel Snollaerts, op. cit., no. 394).



65*

ANTON GOUBAU (FLEMISH, 1616-1698)

Peasants and travellers making music; and Peasants before church steps

oil on copper, a pair

46.2 x 29.2cm (18 3/16 x 11 1/2in). and 46.5 x 28.2cm

(18 5/16 x 11 1/8in). (2)

£30,000 - 50,000

€35,000 - 58,000

US\$48,000 - 80,000

Provenance

Hungerford Crewe, 3rd Baron Crewe, F.S.A., F.R.S. (1812-1894).

Sale, Christie's, London, 7 July 1972, lot 50 (as Jan Miel, sold for 4000 guineas).

Sale, Christie's, London, 24 April 1981, lot 89.

Sale, Christie's, New York, 18 January 1983, lot 75 (as Jan Miel).

Sale, Dorotheum, Vienna, 2 June 1993, lot 36 (as Jan Miel).

Sale, Phillip's, London, 7 December 1993, lot 6.

Exhibited

British Institution, London, *Exhibition of Old Masters*, 1866, nos. 38 and 39 (as Jan Miel).

Utrecht, Centraal Museum, *Straatrumoer: Rome gezien door de nederlandse Schilders in de Gouden Eeuw: Pieter van Laer en de Bamboccianti*, 7 December 1991-9 February 1992, nos. 14.1 and 14.2.



Literature

Catalogue of pictures by Italian, Spanish, Flemish, Dutch, French and English masters with which the proprietors have favoured the Institution, exh. cat., London, British Institution, 1866, nos. 38 and 39.

M. Waddingham, 'Notes on a Caravaggesque Painting', *Arte Antica e Moderna*, 1961, 13/16, pp. 316-317 (as Jan Miel).

C. Burger-Wegener, *Jan Lingelbach, 1622-1674*, Berlin, 1974, no. 16 (as Jan Lingelbach).

T. Kren, *Jan Miel (1599-1664): A Flemish Painter in Rome*, Ann Arbor, 1978, vol. II, no. 27 (as Jan Lingelbach).

T. Kren, 'Jan Lingelbach in Rome', *The J. Paul Getty Museum Journal*, 1982, 10, p. 45, note 3 (as not by Lingelbach).

T. Kren, 'Some Bamboccianti by Antoine Goubau', *Essays in Northern European Art presented to Egbert Haverkamp-Bergemann*, Doornspijk, no. 5, p. 124, note 10, fig. 5 (as Antoine Goubau).

D.A. Levine and E. Mai, *I Bamboccianti: Niederländische Malerrebellen im Rom des Barock*, exh. cat., Milan, 1991, pp. 174-177.

J.A.L. de Meyere, *Straatruoer: Rome gezien door Nederlandse schilders in de Gouden Eeuw: Pieter van Laer en de Bamboccianten*, exh. cat., Utrecht and Milan, 1991.



(detail)

66* Y

**FRANCESCO TERILLI (ITALIAN, ACTIVE 1596-1633)
A CARVED IVORY AND TORTOISESHELL CRUCIFIX ON GILT
METAL MOUNTED TORTOISESHELL
CIRCA 1600**

the finely carved figure of Christ modelled controposto, his downward cast head wearing a crown of thorns, his rope-tied folded and draped perizonium, signed to the rear to one side *FRAN. TERILL.F.*, above a carved ivory skull, mounted on a tortoiseshell-veneered cross with ivory fillet endpieces and applied ivory scrolled paper titulus inscribed *INRI*, the corresponding tortoiseshell-veneered and foliate gilt metal-banded rectangular architectural base centred to the front with a vacant arched niche flanked by panelled pilasters on moulded base and shaped bracket feet, *the corpus 26cm high x 22.5cm wide (10in high x 8 1/2in wide), the cross and base 91cm high x 25cm wide (33 1/2in high x 9 1/2in wide)*

£30,000 - 50,000

€35,000 - 58,000

US\$48,000 - 80,000

Provenance

The Lucas Collection, Madrid.
Sale, Sotheby's, London, 18 November 1982, lot 144.

Exhibited

London, Galerie Hempson, *An Exhibition of Fine Works of Art*, 25 June-23 July 1980, no. 13.

Literature

C. Avery and P. Hempson, *An Exhibition of Fine Works of Art*, 25 June - 23 July 1980, no. 13.

M. Estella, *La escultura Barroca in marfil en Espana*, 1984, vol. I, fig. 86, vol. II, fig. 54.

C. Theuerkauff, *Die Bildwerke in Elfenbein des 16. - 19., Die Bildwerke der Skulpturengalerie Berlin*, vol. II, (January 1986), no. 125, fig. 13.

S. Claut, *Francesco Terilli. Ed altri scultori del legno nel feltrino tra rinascimento e Barocco*, San Lorenzo, 1988, pp. 20-22, no. 17, figs. 21-22.

This unusually well preserved example of a late 16th century Italian crucifix would most probably have been conceived as the central point of a domestic altar in the residence of a noble patron. As Francesco Terilli signed very few of his pieces, the present lot forms part of a select group of identified ivory carvings by the artist. Other examples include the *Risen Christ* formerly in the collection of the King of Portugal and an ivory crucifix initialled F.T.F. held in private hands in Treviso until 1906 but the whereabouts of which are now unknown. The pathos of Christ's expression and the realism of his agony within this crucifix could only have been realised by a true master of his medium.



67

SCHOOL OF AREZZO, LATE 14TH CENTURY

Christ washing the disciples' feet
tempera on gold ground panel
37.4 x 45.1cm (14 3/4 x 17 3/4in).

£50,000 - 70,000

€58,000 - 82,000

US\$80,000 - 110,000

Provenance

Sale ('The Property of a Lady'), Christie's, London, 6 July 1984, lot 50 (as School of Arezzo, 1390).

Sale, Christie's, London, 18–19 April 1985, lot 23 (as School of Arezzo, 1350).

Literature

P.P. Donati, 'Per la pittura aretina del Trecento III', *Paragone*, XXI, no. 247, September 1970, p. 10, pls. 16 and 18a, as 'whereabouts unknown'.

The present panel has been published by Pier Paolo Donati upon the suggestion of Luciano Bellosi, as part of a polyptich formed by nine panels now dismembered and mainly whereabouts unknown. Donati dates the work around the 1390s and believes it to be by an unknown artist influenced by Spinello Aretino's work.



68*

CRISTOFANO ALLORI (ITALIAN, 1577-1621)

Saint Francis in meditation

oil on copper

32 x 24.6cm (12 5/8 x 9 11/16in).

£20,000 - 30,000

€23,000 - 35,000

US\$32,000 - 48,000

Provenance

Sale, Sotheby's, London, 11 July 1973, lot 66 (to Colnaghi).

With P.&D. Colnaghi Gallery, London.

Private Collection.

Sale, Sotheby's, London, 18 October 1989, lot 124.

Of the five autograph versions of this composition previously identified by Pizzorusso, the present painting appears to be closest to the one in San Michele Visdomini, Florence (see C. Pizzorusso, *Ricerche su Cristofano Allori*, Florence, 1982, pp. 137-138 and figs. 30-31b); and C. Pizzorusso in *The Burlington Magazine*, CXXVI, no. 981 (December 1984), pp. 806-809). Also related to these paintings is an engraving and four drawings. Despite the existence of these replicas, many of which were in well-known private collections by the middle of the seventeenth century, only one painting of this subject was mentioned by Baldinucci in his life of Cristofano Allori.

Supporting Baldinucci's statements regarding the model is the fact that two of the four preparatory drawings for a composition of this subject, all in the Gabinetto dei Disegni in Florence and all attributed to Allori, could have been drawn from a friar posing as Saint Francis. In particular, two almost identical hand studies are perhaps testament to Allori's reputedly passionate concern for depicting the desired attitude. According to Baldinucci, it was this concern that once drove the artist to the point of exasperation, taking on the appropriate pose himself while his teacher, Gregorio Pagani (1558-1605) sketched the attitude in a drawing that was later completed by Allori. Notably Carlo Dolci (1616-1686) made a drawing of the hands of Allori's *Saint Francis* (London, British Museum, no. 1859-8-6-65).

The composition was derived from Lodovico Cigoli (1559-1613), whose manner Allori is known to have admired and subsequently a number of the replicas have at one time been attributed to Cigoli. Yet Allori varied certain details making his version individual. He chose a different moment from the hagiographical text, made the setting more naturalistic and developed the attitude of the model, creating his own figure type with a particular physiognomy and gesture of the hands.





(actual size)

69*

**FRENCH, EARLY 15TH CENTURY
A PAIR OF SILVER AND ENAMEL ROUNDELS DEPICTING THE
PIETÀ AND THE RISEN CHRIST**

the figural scenes in basse taille relief depicting the Risen Christ in Majesty flanked by Instruments of the Passion, and the Pietà with the Cross and the Scourge to the background, each executed in red, gold, blue and green enamels, the roundels set within silver circular frames, the outer twisted ribbon borders with wire points representing the Crown of Thorns, *the roundels 3cm (1in). diameter (including frames 5 3/4cm (2in). diameter)*

£40,000 - 60,000
€47,000 - 70,000
US\$64,000 - 96,000

Provenance

Frederic Spitzer; his sale, Chevallier & Mannheim, Paris, 17 April-16 June 1893, lots 1788 and 1789.

Otto Kahn, New York.

Joseph Brummer; his sale, Parke Bernet, New York, 20-23 April 1949, lot 702.

Melvin Gutman; his sale, Parke Bernet, New York, 17 October 1969, lot 4.

Thomas Flannery Jr.; his sale, Sotheby's, London, 1 December 1983.

Exhibited

Baltimore, Baltimore Museum of Art, 1962-1968.

Chicago, Loyola University, *Enamels: the XII to the XVI Century*, 1970, nos. 18 and 19.

Literature

M.-L. d'Otrange Mastai, 'Jewels of the XV and XVI Centuries', *The Connoisseur*, November 1953, p. 128, figs. VII and VIII.

Comparative Literature

J. Evans, *A History of Jewellery 1100-1870*, pl. 35, for a similar pendant of Margaret of York, Duchess of Burgundy (1446-1503). *Fünfzig Jahre Historisches Museum Basel*, Basel, 1945, no. 65, pl. A, for a slightly later Strasbourg silver roundel engraved on both sides and encased in a very similar frame.



70*

FRANCIS WHEATLEY RA (BRITISH, 1747-1801)

A girl feeding a young bird with a young boy beside her
signed and dated 'F. Wheatley/ pinx 1787' (lower left)

oil on canvas

164.4 x 125cm (64 3/4 x 49 3/16in).

£50,000 - 70,000

€58,000 - 82,000

US\$80,000 - 110,000

Provenance

Earl Farquhar.

With Knoedler, London.

Private Collection, Germany.

With Silvano Lodi, Munich.

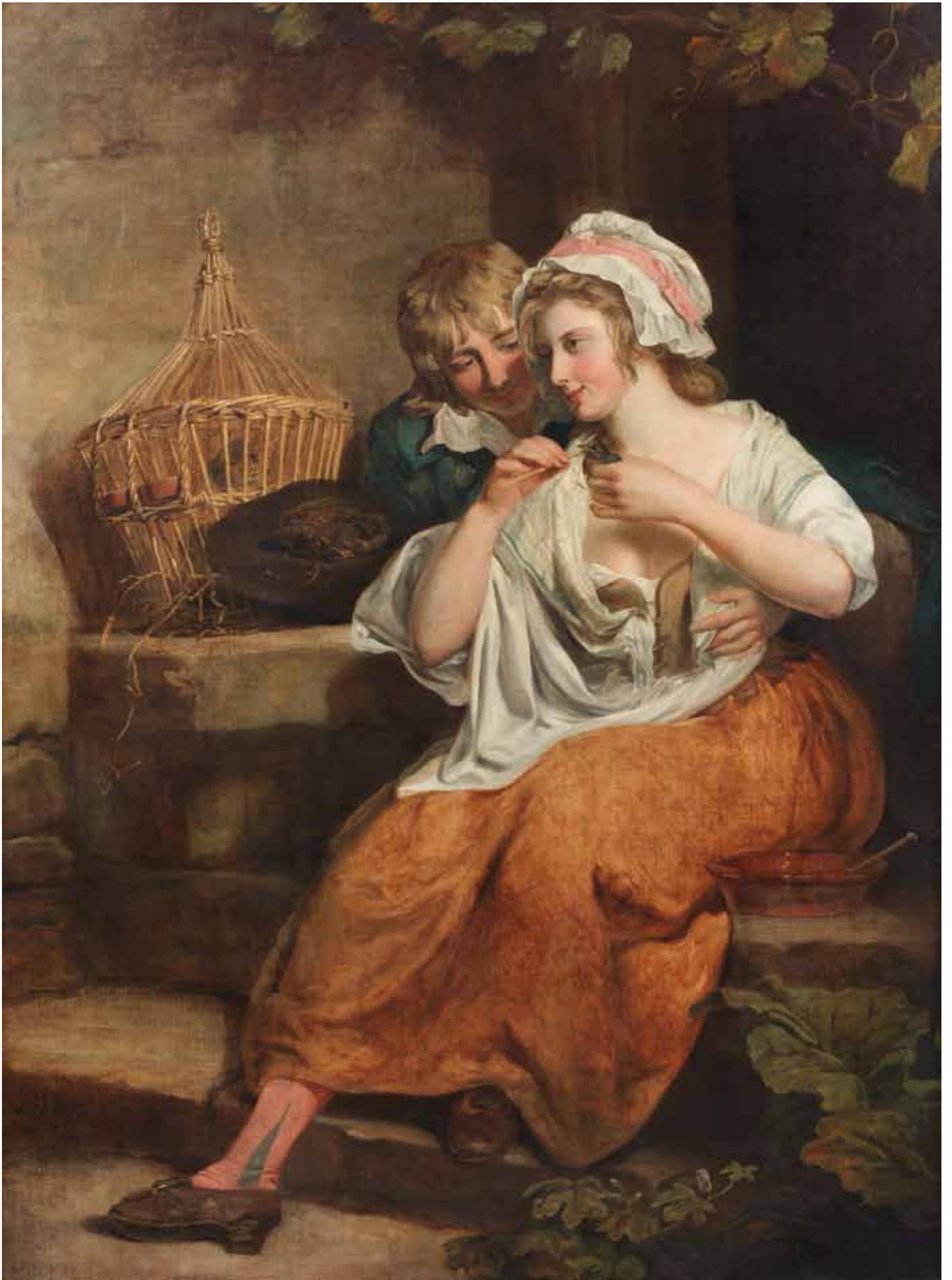
Literature

M. Webster, *Francis Wheatley. Studies in British Art*, London, 1970,
p. 74, fig. 94, no. 61.

Francis Wheatley was born in Covent Garden, the son of a master tailor. Little is known about his earlier life, but when he was young his father placed him under Damien Fournier, a drawing and engraving master. The young artist later trained at both Shipley's Academy and the Society of Arts in London, before becoming one of the founder students of the Royal Academy Schools in 1769. Wheatley was abroad in 1763, probably in the Low Countries and France, where he would most likely have visited the Salon at the time when Boucher, Vernet and de Louthembourg were exhibiting there - along with Greuze who was then at the peak of his popularity.

After spending a brief period in Dublin between 1779 and 1783, to escape his creditors, Wheatley returned to London to find his *fancy pictures* received with enthusiasm. Although the term, *fancy picture* has been loosely used, it is best applied to this type of genre painting, displaying sentimental realism. This genre was most likely introduced to Britain by Philippe Mercier, but the originator of many of the principal themes of this type of painting was Jean-Baptiste Greuze, whose work Wheatley would have encountered on his previous trip to France.

In many of his later paintings, Wheatley is concerned with the psychological relationship between the subjects as well as domestic detail and costume. His *oeuvre* marks a shift from a Hogarthian concentration on genre for the purpose of harsh moral social satire towards a gentler, sweeter style. The artist combined the new French trend with the traditional English landscape genre. Whereas Wheatley mainly produced small landscapes, portraits and street scenes, which often served as prototypes for print publications, the present work's exceptional size is unusual in his *oeuvre*.



71*

CORNELIS JANSSENS VAN CEULEN (DUTCH, 1593-1661)

Portrait of Queen Henrietta Maria in mourning, half-length
bears initials and date 'JR: fecit 165*' (lower left)
oil on canvas
89.2 x 75.4cm (35 1/8 x 29 11/16in).

£7,000 - 10,000

€8,200 - 12,000

US\$11,000 - 16,000

Provenance

With W. B. Tiffin, London.
Alfred Morrison (1821-1897), Carlton House, London, and Fonthill House, Wiltshire, purchased from the above circa 1852, and thence by descent to his grandson
Major J.G. Morrison (1906-1996), created 1st Baron Margadale of Islay, Fonthill House, Wiltshire; his sale, Christie's, London, 26 November 1971, lot 48 (as P. de Champagne).

Exhibited

London, Royal Academy, *Winter Exhibition*, 1879, no. 157.
London, New Gallery, *Exhibition of the Royal House of Stuart*, 1888-1889, no. 70.
London, New Gallery, *Monarchs of Great Britain and Ireland*, 1901-1902, no. 112.
London, Royal Academy, *Kings and Queens*, 1953, no. 167.
London, National Portrait Gallery, Royal Commission on Historical Manuscripts, *An Exhibition of Manuscripts, Portraits, etc.*, 1969, no. 57.
Geneva, Palexpo, La Fondation pour l'Écrit, Salon International du Livre et de la Presse, *Le livre et la presse dans la peinture*, 27 April-5 May 1996.

Literature

D. Piper, *Catalogue of the Seventeenth-Century Portraits in the National Portrait Gallery 1625-1714*, Cambridge, 1963, p. 162, under no. 1247.
V. Anker, J. Lang and M. Tournier, *Le livre et le journal chez les peintres*, Lausanne, 1996, illustrated p. 106.

Janssens van Ceulen was born to Dutch or Flemish parents in London: his father had been a religious refugee from Antwerp and the family had originated in Cologne. He may have been trained in the Netherlands, influenced by other artists there and his early works appear to follow the design and mood of Dutch painters. Janssens began his career by painting many portraits of the emerging new gentry; but, in 1632 he was appointed as 'his Majesty's servant in the quality of Picture drawer' by Charles I, despite having only received a few commissions from the crown before. This appointment was perhaps connected to the arrival of van Dyck and the departure from England of Daniel Mytens.

The youngest daughter of Henry IV of France, Henrietta Maria married Charles I in 1625. During the Civil War she was devoted to her husband's cause and sold much of her jewellery and silver to fund his campaign. In 1644 she moved to France and was soon joined by members of the Royal court fleeing the war in England. Five years later her husband was convicted of treason and executed. After moving to France, she spent the rest of her life dressed in mourning and sought to promote her son, Charles, as king.





72*

A LATE VICTORIAN SILVER LEMONADE SET

by Slater, Slater and Holland, London 1900,
the pair of beakers and a jug, all with spot-hammered decoration
and simulated bamboo handles, the figure of "8" stand with similar
decoration. (4)

£1,800 - 2,200

€2,100 - 2,600

US\$2,900 - 3,500

Provenance

Sale, Thomas Lumley Ltd., London, 30 November 1973.

Sale, Sotheby's, London, 14 January 1988.

Exhibited

Thomas Lumley Ltd., Standbrook House, London, *An Exhibition of
Silver and other Works of Art*, 28 November-8 December 1973.



73*

AN 18TH CENTURY GERMAN (LOWER SAXONY) SILVER BAPTISMAL EWER AND BASIN

by Lewin Dedeke, Celle 1723

The ewer of panelled helmet form with extended lip and applied moulded girdle and harp handle; The basin of rectangular form with canted corners and moulded/thread border, each piece now engraved with twin armorials beneath a coronet within mantling, the basin further engraved with German inscription around the twin armorial "Wer da glaubt und getauft wird, der wird selig werden..." from Mark chapter 16, verse 16, this translates to "He that believeth and is baptised will be saved.", the ewer 22 cm (8 5/8in) high; the basin 34 x 24 cm (13 3/8 x 9 1/2in), weight 1474.50 gms (47oz). (2)

£30,000 - 40,000

€35,000 - 47,000

US\$48,000 - 64,000



(detail)

74*

PIETER BORSELAER (DUTCH, CIRCA 1640-1731)

Portrait of Catherine, Lady Hoby of Bisham Abbey, half-length, in a black and white dress and a black silk bonnet, within a painted oval oil on canvas

76.3 x 64.1cm (30 1/16 x 25 1/4in).

£6,000 - 8,000

€7,000 - 9,300

US\$9,600 - 13,000

Provenance

George Vansittart of Bisham Abbey, son of Arthur Vansittart of Clewer and his wife Martha, daughter of Rev. Sir James Stonhouse, 3rd Baronet, and his wife, Ann, daughter and co-heir of John Neale of Allesley Park, Warwick, thence by descent to Miss Phyllis Vansittart-Neale (b. 1889).

Sale, Sotheby's, London, 8 December 1976, lot 20a (as Nicolas Maes).

Sale, Christie's, London, 20 April 1990, lot 11 (sold for £5000).

Literature

C. H. Collins Baker, 'Pieter Borsseler - A Forgotten Seventeenth-Century Master', *The Connoisseur*, LXIV, September-December 1922, pp. 5-15, illustrated p. 7.

The sitter was the daughter of Sir William Dodington of Brenmore, Hampshire, and married Sir Peregrine Hoby. She died in 1687.

The Estate of Bisham Abbey was granted to Sir Philip Hoby (1505-1558) in 1553, following the dissolution of the Benedictine Abbey in 1540. He began the alterations to the house, which was built in the fourteenth century for the Augustinian Order, and after his death these were carried on by his half-brother, Thomas. Much of the Abbey today is the original work carried out for the Hobys, including the front, the Great Hall (adapted from a Templar's Hall when the house was a preceptory for them) and many of the windows.



75*

JAKOB FERDINAND VOET (ANTWERP 1639-CIRCA 1700 PARIS)

Portrait of Sir Philip Perceval (1656-1680), half-length, in a grey brocade coat, a white chemise and a red cravat
beats inscription and date 'S.PHILLIP PERCIVAL. D. 1680/ AET.24'
(upper centre)
oil on canvas
76.5 x 63.6cm (30 1/8 x 25 1/16in).

£40,000 - 60,000

€47,000 - 70,000

US\$64,000 - 96,000

Provenance

Captain E.G. Spencer-Churchill, M.C., Northwick Park, Gloucestershire; his sale, Christie's, London, 25 February 1966, lot 42
Sale, Christie's, London, 20 April 1990, lot 9 (£12,000).

Exhibited

London, Royal Academy, *The Age of Charles II*, 1960-61, no. 174.

Literature

A Catalogue of the Pictures, Works of Art, etc., at Northwick Park, 1864 [reprinted 1908], no. 329.

T. Borenius, *A Catalogue of the Collection of Pictures at Northwick Park*, 1921, p. 46, no. 92.

G. Burdon, 'Sir Thomas Isham, An English collector in Rome in 1677-78', *Italian Studies*, XV, 1960, p. 7.

D. Piper, *Catalogue of seventeenth-century portraits in the National Portrait Gallery, 1625-1714*, Cambridge, 1963, pp. 47-48.

F. Petrucci, 'Ferdinando ritrattista. Note su Jacob Ferdinand Voet (1639-1700?)', in *Storia dell'arte*, LXXIV, 1995, pp. 288 and 298, fig. 24.

F. Petrucci, *Ferdinand Voet (1639-1689) detto Ferdinando de' Ritratti*, Rome, 2005, p. 33, col. illustrated fig. 21, and p. 264, no. 261.

F. Petrucci, *Pittura di Ritratto a Roma. Il Seicento*, Rome, 2008, vol. II, p. 393 and vol. III, p. 781, fig. 790, as 'whereabouts unknown'.

Sir Philip was born on 12 January 1656, the eldest son of Sir John Perceval, 1st Baronet, and his wife, Catherine, daughter of Robert Southwell of Kinsale. He died unmarried on 11 September 1680, and the title passed to his brother, John. His nephew, John Perceval, 1st Earl of Egmont (1683-1748), who succeeded as 5th Baronet, helped James Oglethorpe found the colony of Georgia.

Sir Philip travelled to the Continent of Europe in 1676, and it was probably in Rome that he met Voet, who had left his birthplace, Antwerp, to study with Carlo Maratta (before moving on to Turin and then Paris). A payment is recorded for two portraits of Sir Philip on 25 April 1678: 'Signor Ferdinando, the painter, for making two pictures of Sir Philip, one in great, one in little' (see H.M.C. Egmont, MSS II, 1909, p. 69). The present portrait is presumably the smaller of these two pictures. A mezzotint of Sir Philip, bust length and in a similar pose but wearing a lace cravat, was made by John Faber Junior in 1744 (see fig. 1).



(fig. 1) Sir Philip Perceval by John Faber Jr, mezzotint, 1744

PHILIP PERCYAL



76

POMPEO GIROLAMO BATONI (ITALIAN, 1708-1787)

Portrait of a gentleman, half-length, in a grey coat and a white jabot indistinctly signed and dated '1779' (on his lapel)

oil on canvas, oval

66 x 52cm (26 x 20 1/2in).

£70,000 - 100,000

€82,000 - 120,000

US\$110,000 - 160,000

Provenance

Sale, Christie's, 22 November 1963, lot 118 (as Gilbert Stuart, bought David Barclay, London).

Sale, Sotheby's, London, 10 March 1965, lot 44.

Sale, Sotheby's, London, 3 April 1985, lot 17.

Exhibited

Remagen, Arp Museum Bahnhof Rolandseck, *Kunstammer Rau: Tiepolo und das Antlitz Italiens*, 29 May-22 November 2009, no. 34.

Literature

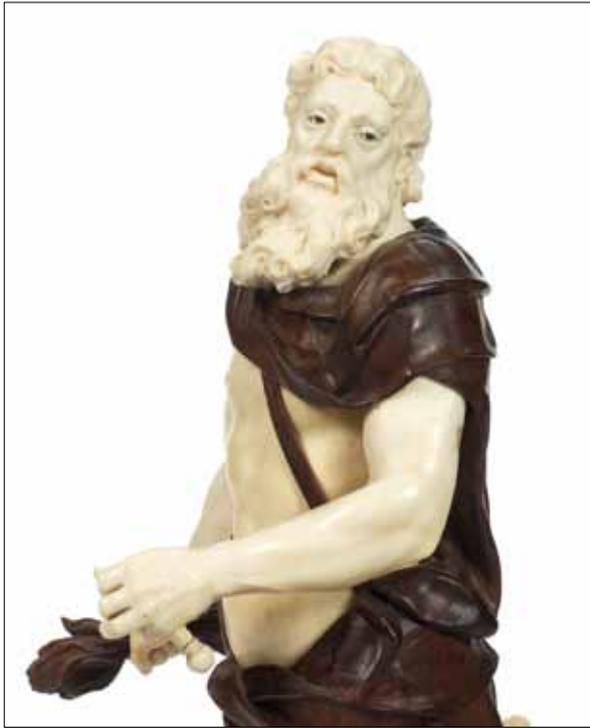
Pompeo Batoni and his British Patrons, exh. cat., Kenwood House, London, 1982, p. 94, under 192.

A.M. Clark, *Pompeo Batoni: A Complete Catalogue of his Works with an Introductory Text*, Oxford, 1985, p. 372, no. 412, pl. 372.

O. Kornhoff, *Kunstammer Rau: Tiepolo und das Antlitz Italiens*, Cologne, 2009, p. 168, no. 34, illustrated p. 169.

The sitter of the present portrait is still unknown, but this is not surprising since from the 1750s onwards it was almost obligatory for every Grand Tourist in Rome to have their portrait painted by Batoni. For British tourists in particular Batoni was the first choice and it is said that more than 150 Englishmen alone sat for him. His sitters appreciated his polished precision and the air of informal modernity that he created. He achieved much success, executing commissions for royal and aristocratic patrons from all over Europe.





(detail)



(detail)

77* Y

SIMON TROGER (GERMAN, 1683-1768), AN EARLY 18TH CENTURY CARVED WOOD AND IVORY FIGURE OF JUPITER AND HIS EAGLE

the striding figure of Jupiter modelled with a flowing beard, semi-clad in drapery and holding a thunderbolt in his right hand, the eagle to the right of his feet with open beak, and undulating tongue and outstretched wings, on shaped naturalistic base, *lacking sceptre or staff to left hand and with some very minor losses and restorations*, 41cm high x 19cm wide (16in high x 7in wide).

£50,000 - 80,000

€58,000 - 93,000

US\$80,000 - 130,000

Provenance

Sale, Sotheby's, London, 11 December 1980, lot 259.

A very similar ivory group of *Jupiter and his eagle* was sold from the Collection of Yves Saint Laurent and Pierre Bergé at Christie's, Paris, 23 February 2009, lot 655.

Stylistically, close comparison can be drawn between the figure of Jupiter in the present lot and the figure of Pluto in Troger's *Rape of Proserpine* and also the figure of the executioner in his tableau group of *The Judgement of Solomon*. The similarities of the three male figures can be seen in the elaborately curled hair and beard, the similar drapery and in their strong linear striding poses.



LOUIS LÉOPOLD BOILLY (FRENCH, 1761-1845)

A *Trompe l'oeil* table top with coins, a miniature portrait, a drawing representing an Allegory of Winter and calling cards signed and inscribed 'Boilly peintre Rue/ Faubourg St Denis N° 14 / la deuxième porte en montant à gauche / à Paris' (upper left); and inscribed 'NEUCHATEL / Monsieur Pourtales le cadet / chez les Mrs. Coulon / rue de clery / Paris' (on card, lower right)
oil on marble within an ebonised wood border
58 cm (22 13/16in) diameter

£100,000 - 150,000**€120,000 - 180,000****US\$160,000 - 240,000****Provenance**

Octave Linet; his sale, Palais Galliera, Paris, 23 March 1963, lot 4.
With Silvano Lodi, Munich.

Exhibited

Lille, Palais des Beaux-Arts, *Rétrospective Louis-Léopold Boilly*, 4 November 2011–6 February 2012, no. 168.

Literature

P. Marmottan, *Le peintre Louis Boilly (1761-1845)*, Paris, 1913, p. 253.

A. Scottez-De Wambrechies, *Boilly, 1761-1845, un grand peintre français de la révolution à la restauration*, exh. cat., Musée des Beaux-Arts, Lille, 1988-89, p. 120.

S. L. Siegfried, 'Boilly and the Frame-Up of Trompe l'Oeil', *Oxford Art Journal*, XV, 1992, p. 31, fig. 7.

S. L. Siegfried, *The art of Louis-Léopold Boilly: modern life in Napoleonic France*, New Haven and London, 1995, p. 187, fig. 161.

P. Bordes, review of Siegfried, 1995, *The Burlington Magazine*, CXXXVIII, no. 1115, February 1996, p. 153.

A. Scottez-De Wambrechies; F. Raymond, *Boilly (1761-1848)*, Paris, 2011, pp. 242-243, no. 168.

This *trompe-l'oeil*, which no doubt originally formed the top of a table, may well have been commissioned by the Portales family, who worked with Boilly. We know of an engraving by the artist of Jacques-Louis de Pourtalès (1722-1814) who had four sons: Louis (born 1773), James Alexander (born 1776), Jules-Henri-Charles Frederick (born 1780) and Pierre (born 1780). As indicated by the inscription beneath the portrait depicted in the present work, 'Mr. Pourtales the younger', it has been suggested that this may represent James Alexander. Not far from him are examples of Swiss currency, recalling the origins of the family.

Quodlibet paintings (from the Latin for 'what you please'), a sub-category of the *trompe l'oeil*, in which random collections of items are represented, were a particular speciality of Boilly. A second example

of such an illusionsistic table top by Boilly, in this case depicting a collection of coins, playing cards, scissors, a musical score and other items painted on rosewood marquetry is at Wimpole Hall, Royston (see fig. 1). A third was recorded to have been in the collection of a M. Arnault in 1848; while a fourth, painted between 1808 and 1814, incorporating an effigy of Napoleon, on vellum, is in the Palais des Beaux Arts de Lille (cat. no. 169).

The literature of *trompe l'oeil* abounds with attempts to explain the meaning behind such disparate items as we find here present. But perhaps they are better seen as yet a further means by which the artist is deceiving the spectator, the artist's purpose simply being his skill in tricking the viewer's eye. As Susan Siegfried has recently suggested, it was perhaps this uncertainty whether Boilly was laughing at the viewer or with the viewer that annoyed so many critics when he exhibited a *trompe l'oeil* at the Paris Salon of 1800 (depicting a *Collection of Drawings with portraits of Boilly and Elleviou*, private collection, Paris). In this post-Revolutionary period of great political angst surrounding the state of French art the picture was panned by the 'serious' critics who regarded it as symptomatic of a whole category of illusionistic painting which they equated with unsophisticated taste. By exhibiting it in what many saw as the sacred public arena of the Salon Boilly seemed to be poking fun at the art establishment. The public, on the other hand, took a very different stance: so popular was it that it had to be roped off for its protection.

In the present work Boilly has adopted the Renaissance convention of a *cartellino* that identifies the author (as did, for example, Maarten van Heemskerck in his *Self-portrait with the Colosseum* now in the Fitzwilliam Collection, Cambridge). However, what is particularly notable here is that Boilly's self-promotion goes further by drawing attention to himself as a commercial presence, giving not only his name and address but instructions on how to locate his studio: 'Boilly peintre, rue faubourg St. Denis No 14, la deuxième porte en montant, à gauche, à Paris.'



(fig. 1) The *trompe l'oeil* top of marquetry table in the Ante Room at Wimpole Hall, Cambridgeshire.



79*

**VITTORE GIUSEPPE GHISLANDI CALLED FRA' GALGARIO
(ITALIAN, 1655-1743)**

Portrait of a young gentleman, half-length, with a burgundy coat and a turban

inscribed with Schulenburg inventory number '334' (lower left)

oil on canvas

75 x 60.5cm (29 1/2 x 23 13/16in).

£80,000 - 120,000

€93,000 - 140,000

US\$130,000 - 190,000

Provenance

Field Marshal Count Johann Matthias von der Schulenburg (1661-1747), Berlin, and thence by descent.

On loan to the Niedersächsisches Landesmuseum, Hanover.

Sale, Sotheby's, London, 10 December 1986, lot 117.

Literature

Berlin, inventory of the Schulenburg Collection, *circa* 1750, one of nos. 329-331; 'Padre Paulotto. 3. Petits tableaux, repréf. Demies figures d'hommes'.

A. Binion, 'From Schulenburg's Gallery and Records', *Burlington Magazine*, May 1970, no. 806, p. 298, illustrated p. 229, fig. 30.

M.C. Gozzoli, *Fra' Galgario*, Bergamo, 1981, illustrated p. 191, no. 7.

The present painting is most likely datable to the period when Ghislandi became independent from the examples of his master Sebastiano Bombelli and, besides the official commissions, started to depict portraits of pupils who assisted him in his workshop in the convent in Galgario. The painter, who, when working for the Bergamo aristocracy had to adapt to the more provincial taste of his patrons, could on these less formal occasions express a simpler and more direct approach, in which his sympathy towards the sitter is evident. When portraying members of the humbler sectors of society, Ghislandi captured his models in a natural, realistic and subdued manner. Here, as in other comparable works, the artist focuses his attention on the sitter, who looks out with a penetrating gaze and is painted with a narrow range of colour, broken only by the red of his tunic and the lighter colours of his cap.



80

PIERRE-PAUL PRUD'HON (FRENCH, 1758-1823)

Portrait of Louise de Guéhéneuc, duchesse de Montebello (1782-1856), bust-length, in a yellow shawl and a lace bonnet
signed 'P.P.Prud'hon' (lower right)
oil on canvas
55.2 x 48cm (21 3/4 x 18 7/8in).

£700,000 - 1,000,000

€820,000 - 1,200,000

US\$1,100,000 - 1,600,000

Provenance

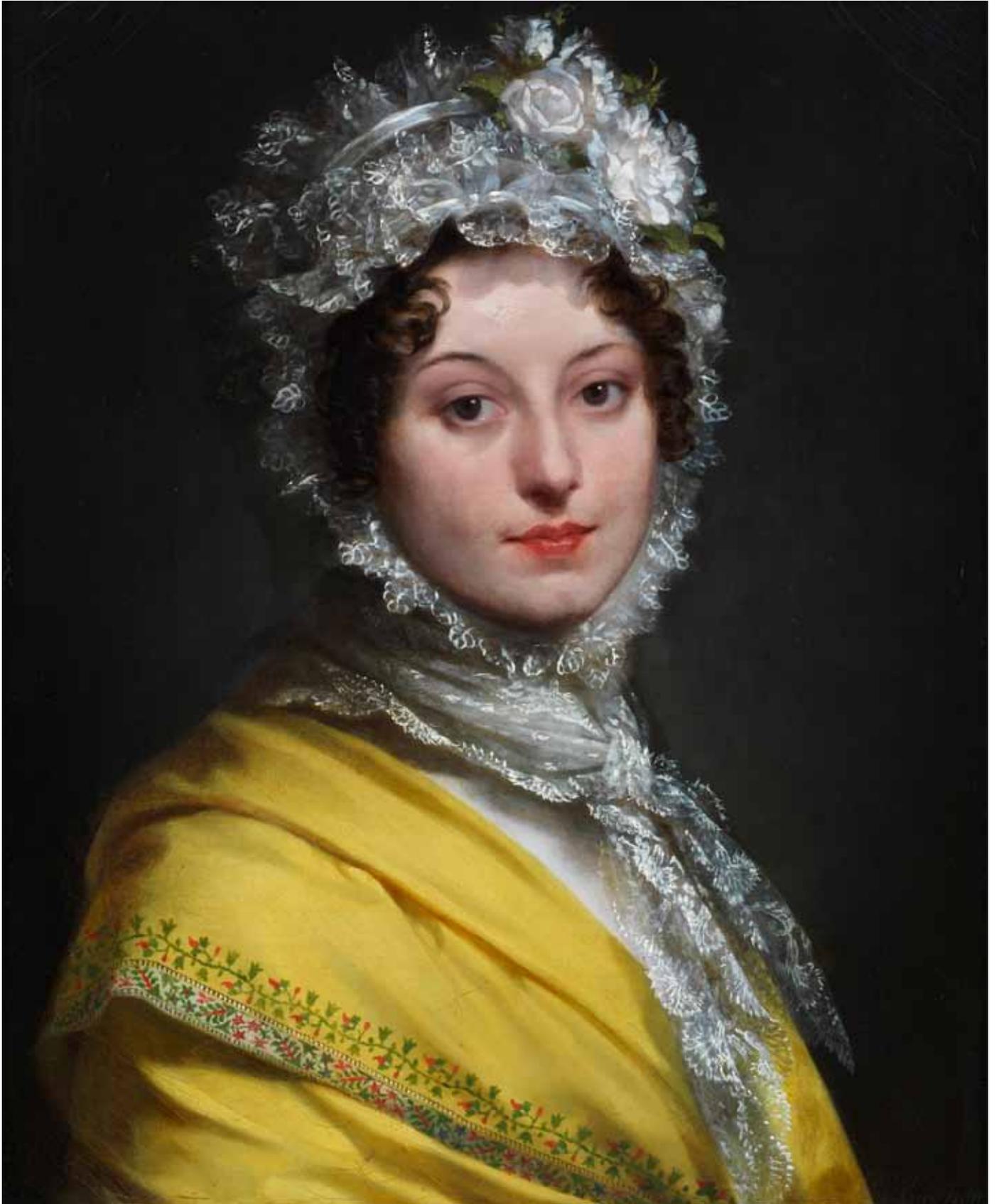
Marquise Alfred de Montebello, Paris, by 1874, thence by descent to Louis Lannes, marquis de Montebello, Paris, by 1878, thence by descent to Comtesse de Roydeville, by 1902, thence by descent to Marquis de Montebello, by 1924.
Sale, Christie's, Monaco, 20 June 1992, lot 92 (sold for £350,000 to Dr. Rau).

Exhibited

Paris, Ecole des Beaux-Arts, *Exposition des oeuvres de Prud'hon au profit de sa fille*, 4 May–4 July, 1874, no. 25.
Paris, Palais du Trocadéro, *Première exposition française des portraits nationaux*, Exposition Universelle, 1878, no. 854.
Paris, Ecole des Beaux-Arts, *Portraits du siècle*, April 1883, no. 180.
Paris, Galeries Nationales du Grand Palais, *Pierre-Paul Prud'hon*, 23 September 1997–5 January 1998, no. 154.
New York, Metropolitan Museum of Art, *Pierre-Paul Prud'hon*, 10 March–7 June 1998, no. 154.
Remagen, Arp Museum Bahnhof Rolandseck, *Superfranzösisch: Kunstammer Rau*, 16 September 2010–27 February 2012.

Literature

G. Duplessis, *Les Oeuvres de Prud'hon à L'Ecole des Beaux-Arts*, Gazette des beaux-arts, 2nd ser., 9 (June 1, 1874), p. 574.
E. de Goncourt, *Catalogue raisonné de l'oeuvre de P. P. Prud'hon*, Paris, 1876, p. 44.
J. Guiffrey, *L'Oeuvre de P. P. Prud'hon*, Paris, 1924, p. 207, no. 555.
S. Laveissière, *Pierre-Paul Prud'hon* (published in conjunction with the exhibition 'Pierre- Paul Prud'hon' held at the Galeries Nationales du Grand Palais, Paris, from September 23 1997 through January 5 1998, and at The Metropolitan Museum of Art, New York, from March 10 through June 7 1998), New York, 1998, p. 209, fig. 154.
S. Laveissière, *Prud'hon ou le rêve du bonheur*, exh. cat., Paris, Éditions de la Réunion des musées nationaux, 1997, p. 209, no. 154.
Musée National du Château de Compiègne, *1810: La politique de l'amour: Napoléon et Marie-Louise à Compiègne*, exh. cat., Paris, 28 March–19 July 2010, no. 58 (illustrated fig. 105).





(fig. 1) François Pascal Simon Gérard, called Baron Gérard (French, 1770-1837), Portrait of Louise-Antoinette-Scholastique Guéhéneuc, Madame la Maréchale Lannes, Duchesse de Montebello, with her Children, 1814.

‘Prud’hon succeeded in combining the grace of Leonardo and Correggio with the noble spirit of antiquity.’

Delacroix said of Prud’hon that he ‘succeeded in combining the grace of Leonardo and Correggio with the noble spirit of antiquity.’ It is particularly apt, therefore, that Prud’hon’s present masterpiece should portray a sitter who was described by her contemporary, Laure Junot, Duchess of Abrantès, as ‘really handsome....In person she might have formed a model for the most beautiful of Madonnas of Raphael or Correggio; such was the symmetry of her features, the calmness of her countenance, the serenity of her smile. (*Memoirs of Napoleon, his court and his family*, Duchesse d’Abrantès, London, 1836, p. 398), Louise-Antoinette-Scholastique Guéhéneuc, the maréchale de Lannes, duchesse de Montebello, was famed not only for her beauty but also for her gentle and motherly nature. The daughter of senator and financier François-Scholastique Guéhéneuc in 1800 she became the second wife of General Jean Lannes at the age of 18. By the time the couple met, General Jean Lannes, who joined the army at a young age, had risen through the ranks and was already known for his heroism on the field of battle during both the Italian and Egyptian campaigns. He was highly regarded as a soldier and was rewarded with the title of Duke of Montebello in 1808 after acquitting himself admirably at the battle of the same name in 1800. Four years later he was created a Maréchal d’Empire, the highest military rank, and went on to become one of Napoleon’s most trusted generals and closest friends; one of the few permitted to address him with ‘tu’. General Jean Lannes died of wounds inflicted during the battle of Aspern-Essling on 31 May, 1809. Whilst in exile on the

island of Saint Helena, Napoleon later said of Lannes that ‘I found him a pygmy and left him a giant’.

The marriage of the Duke and Duchess of Montebello was a happy one and they produced five children during their relatively short time together. In 1814, the maréchale sat to François Pascal Simon Gérard, called Baron Gérard, surrounded by her children (Museum of Fine Arts, Houston, see fig. 1) in which the memory of her late husband is still felt through the presence of a statue with a canon ball at his feet (the means by which he was wounded and later died). After her husband’s death, she continued to play an active role at the imperial court. Chosen for her irreproachable character, she became Dame d’honneurs (lady-in-waiting) to the Empress Marie-Louise, second wife of Napoleon, and the two women went on to form a close friendship that was to survive the fall of the Empire.

The present work was probably painted between 1810 and 1814 at a time when the artist was at the height of his powers. Following his portrait of Napoleon’s first Empress, Josephine, in 1805 (now in the Musée du Louvre, Paris), Prud’hon was rewarded with portrait commissions from figures at the highest level of the state including Charles-Maurice de Talleyrand-Périgord in 1807, and in 1811 the second Empress, Marie-Louise. The latter portrait, however, was never completed as the artist took so much trouble over it that the commission was eventually given to François Gérard and Robert Lefèvre (both portraits were exhibited at the Salon of 1812). It was not just in the field of portraiture that Prud’hon was achieving great success at this time: the salon of 1808 saw him exhibit both his painting for the Palais de Justice, *Justice and Divine Vengeance pursuing Crime*, and his *Psyche Carried off by the Zephyrs*. It was during this very productive period that the maréchale de Lannes would have come into contact with Prud’hon, particularly as in April of



©RMN-Grand Palais (musée du Louvre) / Michele Bellot

Pierre Paul Prud'hon (1758-1823), Self Portrait of the artist

1810, Prud'hon was chosen to be the new Empress's drawing master on a monthly salary of 500 francs. Prud'hon has clearly delighted in painting the portrait of the handsome and graceful *maréchale*: there is a lightness of touch in the detail of the lace bonnet and flowers and in the beautifully observed detail of her shawl.

The comparison of Prud'hon's work with that of Correggio is inevitable, particularly after his exhibition of *Psyche Carried Off by the Zephyrs* at the Salon of 1808. As a young artist, he may have seen Correggio's *Danaë* in the Galerie d'Orléans but Prud'hon certainly knew his *Leda and the Swan* (now in the Gemäldegalerie, Berlin) and the composition of *Jupiter and Io* (a copy destroyed in the Second World War) as he was asked to repaint the heads of both in 1808/9 after they were mutilated by the son of the duc d'Orléans. Prud'hon was first described as 'the French Correggio' as early as about 1801. Although it is not known who coined the epithet (see S. Lavessière, *Pierre-Paul Prud'hon*, p.13) it may have originated within the circle of François-Ambroise Didot who was an early patron and keen promoter of the artist. The comparison thus becomes all the more remarkable in the present painting given the duchesse's said resemblance to a Correggio Madonna. Prud'hon's delicate, soft modelling ran contrary to Jacques Louis David and his school's emphasis on line, silhouette and drawing. He depicted his sitters with a warmth, intimacy and familiarity unusual at the time but present in all of his portraits of this period, particularly those of his closer associates in the art world, such as that of Louis-Antoine Lavallée, known as Athanase Lavallée, now in the Musée des Beaux-Arts, Orléans. In the present portrait, the duchesse, known for her modesty and gentle nature, is shown with great tenderness. Whilst the sitter's gaze is direct, the painter's delicate handling of her lace bonnet and his use of warm light to create volume in her shawl and face lend the painting an air of calmness and gentleness reflecting the *maréchale*'s known character.

'he gazed at the world with the eyes of a poet. His means of persuasion were his gentleness, his own special humor, his unabashed and delicate sensuality, and his appealing and touching ideal of beauty and youth.'

Prud'hon has long appealed to connoisseurs of French art, as is reflected in the fact that his works feature prominently in the Louvre, in the Wallace Collection and in the collection formed by the duc d'Aumale at Chantilly. The artist's paintings and drawings have also been sought by American collectors and museums for over one hundred years. His study for *The Glorification of Burgundy* was given by Thomas Jefferson Bryan to the New-York Historical Society as early as 1867 and since then major works have been acquired by the museums in Baltimore, Boston, Cambridge, Chicago, Cleveland, Malibu, New York, Philadelphia, Princeton, Providence, San Francisco, Washington D.C. and Williamstown. In the introduction to the 1997/8 exhibition Lavessière wrote that Prud'hon 'gazed at the world with the eyes of a poet. His means of persuasion were his gentleness, his own special humor, his unabashed and delicate sensuality, and his appealing and touching ideal of beauty and youth.' As a crucial participant in the Neoclassical revival Prud'hon was neither a disciple nor rival of its most famous exponent at the time, Jacques-Louis David, but his own master. 'His unorthodoxy made him an outsider at the beginning, later a success, and finally an original.' (op. cit. p. 11).

81*

SIR HENRY RAEBURN RA (BRITISH, 1756-1823)

Portrait of the Mrs Grant of Kilgraston, half-length, in a grey dress,
black shawl and white chemise

oil on canvas

77.2 x 64.6cm (30 3/8 x 25 7/16in).

£15,000 - 20,000

€18,000 - 23,000

US\$24,000 - 32,000

Provenance

Probably Edward Grant Fraser-Tytler, Aldourie Castle, Invernesshire,
1901.

Vice-Admiral Basil Barrington Brooke, C.B., C.B.E., D.L., J.P. (1895-
1983), Biel House, East Lothian.

Sale, Sotheby's, London, 28 October 1987, lot 244.

On loan to the Arp Museum Bahnhof Rolandseck, Remagen, from
January 2009.

Literature

Sir Walter Armstrong, *Sir Henry Raeburn*, London, 1901, p. 103.

Raeburn's portraits of mature women have inspired proportionally more praise from critics and art historians than his portraits of young women. For example, in the exhibition of 30 Raeburn portraits that was held at the French Gallery in London in 1911, it was the portrait of Mrs Malcolm (now in the Courtauld Gallery, London) which attracted the attention of the exhibition reviewers. A review in the *Observer* remarked: 'Here age has left upon the sympathetic benevolent face, framed by a frilled cap, its lines and marks which make the pictorial task akin to painting that of a man's face.' Another critic in the *Pall Mall Gazette* commented: 'Sir Henry Raeburn seldom dealt in beauty, except the beauty of old age, in which character has left its imprint.'

Armstrong's 1901 catalogue records two portraits of Mrs Grant of Kilgraston. One was in the possession of Mr E. Grant Fraser-Tytler; while the other was a bust portrait, 30 x 24 in., which was in the possession of the Hon. Stuart Gray in 1901. The latter presumably depicted Margaret Gray, daughter of Francis 14th Lord Gray, who married John Grant of Kilgraston in 1820 (in the same collection were two portraits by Raeburn of Margaret's father). It is suggested that the present portrait is the former listed by Armstrong. The age of the sitter would better match that of Anne, daughter of Robert Oliphant of Rossie, who married the said John Grant's father, Francis Grant, the previous laird of Kilgraston, near Bridge of Earn, Perthshire (who died in 1818). Their fourth son was the artist, Sir Francis Grant, PRA







GERMAN SCHOOL, CIRCA 1480

The Crucifixion

tempera on shaped panel

144 x 142.5cm (56 11/16 x 56 1/8in).

£1,000,000 - 1,500,000**€1,200,000 - 1,800,000****US\$1,600,000 - 2,400,000****Provenance**

Dr. Frederick Campe, Nuremberg.

The Rev. J. Fuller Russell, Eagle House, Enfield; his sale, Christie's, London, 18 April 1885, lot 141 (79 guineas, as attributed to Wohlgemuth).

Hon. Mrs Meynell Ingram, and thence by descent to

Col. F. Meynell, Burton-on-Trent, by 1934, and thence by descent to

Col. Hugo Meynell, Hoar Cross, Derbyshire, by 1953, and thence by descent to

Mrs Hugo Meynell, by 1961, and by whom loaned to the Manchester City Art Gallery.

Sale, Christie's, London, 7 July 1972, lot 60.

Exhibited

London, Royal Academy, 1877, no. 163 (as attributed to Wohlgemuth or Dürer).

Birmingham, City Museum and Art Gallery, *Art Treasures of the Midlands*, 1934, no. 281 (as attributed to Wohlgemuth).Birmingham, City Museum and Art Gallery, *Works of Art from Midland Houses*, 1953, no. 148.Manchester, Manchester City Art Gallery, *German Art 1400-1800*, 1961, no. 52.Remagen, Arp Museum Bahnhof Rolandseck, *Kunstammer Rau: Horizonte – Landschaften von Fra Angelico bis Monet*, 18 March–18 September 2011, no. 6.**Literature**G.F. Waagen, *Treasures of Art in Great Britain*, London, II, 1854, p. 463 (as Wohlgemuth).E. Abraham, 'Eine verlorene Kreuzigung von Michel Wohlgemut', *Repertorium für Kunstwissenschaft*, XXXV, 1912, pp.159-162.N. Pevsner, 'The Birmingham Exhibition of Midland Art Treasures', *Burlington Magazine*, LXVI, 1935, p. 30.E. Wiegand, 'Die böhmischen Gradeinbilder', *Anzeiger des Germanischen National-Museums*, 1936, p.143.A. Stange, *Deutsche Malerei der Gotik*, vol. IX, Liechtenstein, 1958, p.97, fig. 205.M. Warnke, *Geschichte der deutschen Kunst: Spätmittelalter und Frühe Neuzeit 1400-1750*, Munich, 1990, p. 136.S. Blöcker, *Kunstammer Rau: Horizonte – Landschaften von Fra Angelico bis Monet*, Bielefeld, 2011, p. 26, ill. p. 27, no. 6.

On stylistic grounds the present Crucifixion may be dated to the 1470s. The grouping of the figures, moreover, is very similar to the structure of the Hersbrucker Altar (the altar for the Stadtkirche St. Marien in Hersbruck, which in 1961 was returned to its original location, having been divided between the original Church and the National Museum in Nuremberg). Although in the past there have been a few attempts to identify the master behind this work, he remains elusive. It is nonetheless clear that his model was the work of Hans Pleydenwurffs (his *Crucifixion* in Munich), the Nuremberg painter who established a new style of realism, influenced by Northern Renaissance painters. The Master was possibly from the Franconian city of Bamberg, where he was active early in his career, as a few works testify. Hans was probably the son of Kunz Pleydenwurff, a painter who was also mayor of Bamberg. He moved to Nuremberg, where he had a workshop. Another artist, Michael Wohlgemut (1434-1519) married Pleydenwurff's widow, took over his studio and collaborated with his son Wilhelm Pleydenwurff. Among Wohlgemut's pupils was the young Albrecht Dürer. A few noticeable links to Flemish painting are evident, although it is not known whether the painter visited the Netherlands. Primarily the present altarpiece should be seen in the context of the intense religious feeling of the German-speaking lands that gave rise to the Reformation.

The authors of both the present work and of the Hersbrucker Altar still employ the stylistic language of the Late Gothic, as seen in the representation of animals which comes out of the mediaeval preoccupation with encyclopaedic knowledge. But, compared with their contemporaries, they show a very particular ability to convey volume and both show a strong interest in gesture and expression. It is this attempt at realism that links their work to a more modern tradition, which looked to the later southern European Renaissance.

The crucifixion can be considered one of the central themes in early Christian iconography and during the 15th century its representation became populated by numerous figures, often set before an open landscape, in contrast with the much more stylized and simplistic depictions of the gold-ground era. In the present work, the foreground is filled with figures relating to different episodes of the Passion; but all bear witness to the climactic event. The cross fills the central space, with the Magdalen at its foot. The group on the left displays the Virgin Mary, together with John the Evangelist and Mary Cleophas, while on the right there is a group of soldiers gathered around Pilate, with a figure from the *Mocking of Christ* and Saint Veronica visible in the background. The construction of the space, the plastic rendering and the strong colouring all concur to set the divine episode in a realistic environment.

IMESSE IN REARENS
REX IN DEORVIA



83*

FRANS BOELS (DUTCH, ?-1594)

A deer hunt in a wooded landscape, a village and mountains beyond
gouache on vellum laid down on copper
12 x 16.1cm (4 3/4 x 6 5/16in).

£40,000 - 60,000

€47,000 - 70,000

US\$64,000 - 96,000

Provenance

Sale, Sotheby's, London, 13 December 1978, lot 60
(sold for £11,000, as Hans Bol).

Literature

H.G. Franz, 'Beiträge zur Niederländischen Landschaftsmalerei des
16. Jahrhunderts (II)', *Kunsthistorisches Jahrbuch Graz*, 15/16, Graz,
1979/1980, illustrated no. 73, pl. LXVII

Frans Boels was the pupil and the stepson of Hans Bol. His very
refined gouaches can sometimes be hard to distinguish from those
of his master, in terms of both style and quality. The present work is
just as refined and accomplished as any of Hans Bol's gouaches, to
whom it was previously attributed.



84*

MARIA VAN OOSTERWYCK (DUTCH, 1630-1693)

A swag of roses, poppies, other flowers and berries held by a blue ribbon suspended from a nail, with a butterfly
signed 'Maria von Oosterwyck' (lower right)
oil on panel
34 x 27cm (13 3/8 x 10 5/8in).

£50,000 - 70,000

€58,000 - 82,000

US\$80,000 - 110,000

Provenance

Sale, Christie's, London, 30 November 1979, lot 113
(sold for £26,000).

According to early accounts, Maria van Oosterwyck was taken by her father when she was quite young to the studio of Jan Davidsz. de Heem, after which she developed a keen interest in flower painting. She later entered the latter's studio, where she worked for a number of years, between Delft and Utrecht. When de Heem moved to Antwerp, van Oosterwyck began working independently. She then moved to Amsterdam in the first part of the 1670s, where she settled and obtained the services of an agent to market her works abroad. Among her patrons were Louis XIV of France, the Holy Roman Emperor Leopold I, Augustus II the Strong of Poland and William III of England.

Van Oosterwyck created floral paintings and still lifes with allegorical themes: deeply religious, her work often has allegorical elements. Besides traditional symbols, colours are also employed symbolically, with white denoting innocence, yellow divinity, and red martyrdom. Even the frequent insertion of butterflies refers to the Resurrection of Christ.

There are very few existing works that have been identified as by van Oosterwyck. As in the present painting, the artist generally worked on a small format, since large works tended to limit sales opportunities to wealthier clients such as the church or the state. She used luminous colours, frequently on dark backgrounds, which highlighted the brilliance of the foregrounds, relating her work to the 16th century Dutch *trompe l'oeil* tradition. Despite the success she achieved, Oosterwyck was denied membership of the painters' guild, because women were not allowed to join.



85

JEAN HONORÉ FRAGONARD
(FRENCH, 1732-1806)

Portrait of François-Henri, 5th duc d'Harcourt,
half-length and looking over his shoulder to his left
oil on canvas

81 x 65cm (31 7/8 x 25 9/16in)
in a carved Louis XV frame

Estimate on request

Please note:

Special bidder registration procedures apply to this lot. If you intend to bid on this lot you need to register your interest with Bonhams no less than 48 hours in advance of the sale. Internet bidding will not be available on this lot.



Provenance

Collection of d'Harcourt family, Château d'Harcourt, then Château de Champs-de-Bataille, sale, Sotheby's, London, 8 December 1971, lot 21 (sold for £340 000)

Where purchased by Dr. Gustav Rau.

Exhibited

Paris, Musée des Arts Décoratifs, *Exposition d'oeuvres de J. H. Fragonard organisée sous le haut patronage de l'Etat*, 7 June – 10 July 1921, no. 90.

Paris, Musée Carnavalet, *Le Théâtre à Paris (XVII-XVIII siècles)*, 19 March – 4 May 1929, no. 31.

Paris, Gazette des Beaux-Arts, *Le siècle de Louis XV vu par les artistes*, 1934, no. 133.

Bern, Kunstmuseum, *Fragonard*, 13 June – 29 August 1954, no. 22.

Paris, Galerie Charpentier, *Cent chefs-d'oeuvre de l'art français, 1750-1950*, 1957, no. 33.

Paris, Galeries Nationales du Grand Palais, *Fragonard*, 24 September 1987 – 4 January 1988, no. 140.

New York, Metropolitan Museum of Art, *Fragonard*, 2 February – 8 May 1988, no. 140.

Remagen, Arp Museum Bahnhof Rolandseck, *Superfranzösisch: Kunstammer Rau*, 16 September 2010 – 27 February 2011.

Travelling exhibition, *Masterpieces from the Rau Collection*:

Tokyo, Yasuda Kasai Museum of Art, 9 October – 26 December 1999.

Miyazaki, Miyazaki Prefectural Art Museum, 8 January – 13 February 2000.

Matsue, Shimane Art Museum, 19 February – 26 March 2000.

Yokohama, Sogo Museum of Art, 31 March – 8 May 2000.

Matsuyama, The Museum of Art, Ehime, 19 May – 25 June 2000.

Paris, Musée de Luxembourg, 12 July 2000 – 4 January 2001.

Rotterdam, Kunsthal, 20 January – 6 May 2001.

Cologne, Wallraf-Richartz-Museum / Fondation Corboud-in der Josef-Haubrich-Kunsthalle, 26 May – 26 August 2001.

Munich, Haus der Kunst, 5 October 2001 – 13 January 2002.

Bergamo, Accademia Carrara, 31 January – 1 May 2002.

Bogota, Casa de la Moneda, 27 June – 15 September 2002.

Portland, Oregon, Portland Art Museum, 24 January – 22 August 2004.

Dayton, Dayton Art Institute, 5 September 2004 – 16 January 2005.

Nashville, Tennessee State Museum, 28 August 2005 – 15 January 2006.

Lisbon, Museu Nacional de Arte Antiga, 18 May – 15 October 2006.

Literature

G. Wildenstein, *Exposition d'oeuvres de J. H. Fragonard organisée sous le haut patronage de l'Etat*, exh. cat., Paris, 1921, p. 34, no. 90.

Musée Carnavalet, *Le Théâtre à Paris (XVII-XVIII siècles)*, exh. cat., Paris, 1929, p. 12, no. 31.

G. Wildenstein & P. Gaxotte, *Le siècle de Louis XV vu par les artistes*, exh. cat., Paris, 1934, p. 58, no. 133.

L. Réau, *Fragonard*, Brussels, 1956, pp. 88, 174, no. 93, illustrated p. 180.

G. Wildenstein, *The Paintings of Fragonard*, Aylesbury, English ed., 1960, pp. 13-14, no. 239, pl. 36.

J. Wilhelm, *Fragonard (unpublished monograph)*, 1960, p. 113.

Ch. Sterling, *Portrait of a Man (The Warrior)*, Jean-Honoré Fragonard, Williamstown, 1964.

Y. K. Zolotov, *Le portrait français du XVIIIe siècle*, Moscow, 1968, p. 160, illustrated p. 160.

D. Wildenstein and G. Mandel, *L'opera completa di Fragonard*, Milan, 1972, p. 97, no. 256.

Sotheby & Co., *Art at Auction – The Year at Sotheby's & Parke-Bernet – Two Hundred and Thirty-Eighth Season*, Sotheby & Co., London, 1971-1972, London, 1972, p. 2.

P. Rosenberg and I. Compin, *Quatre nouveaux Fragonard au Louvre* in *La revue du Louvre et des musées de France*, 1974, no. 3, pp. 184-186, ill. 4.

D. Sutton, *Revue Art de Basse-Normandie* no. 78, *La Famille d'Harcourt*, 1979, p. 34.

P. Rosenberg, *Fragonard*, Paris, 1987, p. 290, no. 140, illustrated p. 291.

J. Thuillier, *Fragonard*, Geneva, 1987, pp. 67, 72.

J.-P. Cuzin, *Jean-Honoré Fragonard, life and work*, New York, 1988, pp. 102, 113, illustrated p. 106, no. 133.

P. Rosenberg, *Tout l'oeuvre peint de Fragonard*, Paris, 1989, no. 205.

M. D. Sheriff, *Fragonard. Art and Eroticism*, Chicago; London, 1990, pp. 183-184, note 45-46, pp. 245-246.

M. Restellini, *De Fra Angelico à Bonnard: Chefs-d'œuvre de la Collection Rau*, Milan, 2000, p. 114, no. 42, illustrated p. 115.

O. Kornhoff, *Superfranzösisch: Kunstammer Rau*, Cologne, 2010, p. 103, illustrated p. 71.

M. Percival, *Fragonard and the fantasy figure: painting the imagination*, Farnham-Burlington, 2012, pp. 19, 22, pl. 7.

C. Blumenfeld, *Une facétie de Fragonard, Les révélations d'un dessin retrouvé*, Montreuil, 2013, p. 10, illustrated fig. 1.



(reverse)

As works that capitalize on the contemporary vogue for sketch-like execution, they none the less push this notion to a dizzying extreme, displaying an excess of technique on the very edge of naturalistic representation.

At some point in his career, most likely between 1767 and 1772, Fragonard painted approximately 20 single figures in fancy dress, mostly half-length and of almost identical dimensions (80 x 65 cm.). The series is known as the *Portraits de Fantaisie*. Revolutionary in both composition and technique the portraits are considered today to be this great artist's superlative masterpieces. Each of the sitters in these portraits wears the ruffs and feathered hats of a bygone age, evoking a theatrical world of masquerade. In Fragonard's day this particular dress was known as Spanish costume: 'à l'espagnole'. The compositions are striking for their vibrant hues, their dramatic diagonals and above all for their exuberant brushwork. Almost sketch-like, they have the appearance of being speedily executed, their self-conscious nonchalance and bravura technique being much remarked upon by connoisseurs. Of the works that are believed to comprise the series, three are only known from a recently discovered drawing, nine now hang in the Louvre and five are held by other major museums on both sides of the Atlantic. Only two still remain in private hands. The present work has only changed hands once in its lifetime, when it was acquired by Dr. Gustav Rau in 1971. Widely regarded as Fragonard's supreme achievement, like nothing else in eighteenth century French art, few paintings have been the subject of so much admiration as well as debate. As Melissa Percival explains in her volume devoted

to this series of paintings, 'For many the works simply do not fit with the prevailing artistic trends of their time. As paintings that look like portraits but somehow are not, they appear to transgress the well-defined genre boundaries. As studies of human psychology, they ignore clearly established visual traditions of facial expression. As works that capitalize on the contemporary vogue for sketch-like execution, they none the less push this notion to a dizzying extreme, displaying an excess of technique on the very edge of naturalistic representation'. It is above all for the technique he employed to create this group of portraits that scholars have stressed Fragonard's status as a modern, proto-Impressionist. His spirited and loose application of paint was hailed as avant-garde during the nineteenth century, and was a source of inspiration for artists such as Daumier, Manet and Renoir. For Pierre Rosenberg, Fragonard's fantasy figures are the ultimate enigma, being, 'sans equivalent dans la peinture européenne de la seconde moitié du XVIIIème siècle'. Even in the most rigorous discussions of Fragonard's paintings, there comes a point where scholars' analyses break down and they are left in wordless admiration at the sheer spontaneous vigour of his brushwork; in Jean-Pierre Cuzin's words, the paintings are 'truly dazzling and defy analysis'. Indeed, Fragonard himself has been cast as a 'figure of fantaisie', an 'artist of dazzling brilliance who is ultimately unknowable' (see Percival, 2012, pp. 2-3).



such paintings are, first and foremost, a feast of painting and a lively summary of Western painting, in the insolent mass of dabs of color that frame the space, and are not simply superficial strokes. They are revolutionary paintings because of their paradoxical nature ...

'What are the *Figures de Fantaisie*' asks Cuzin? 'They may be seen as images of entertainment, filled with panache, as images of the easy life, or as snapshots of happiness. They may also be seen as tragic or derisory masks, rather like those of Daumier or James Ensor, of actors in the social comedy, jesters of illusion, the human wrecks of pleasure, whose heads would soon roll, as a final feast before the Revolution. And how can one ignore the fact that the "Spanish costume", with its plumed hat, ruff, slashed coat, and large sword, was precisely the costume given to the aristocrats in popular prints of 1789 showing the three "estates" of French society? But such paintings are, first and foremost, a feast of painting and a lively summary of Western painting, in the insolent mass of dabs of color that frame the space, and are not simply superficial strokes. They are

revolutionary paintings because of their paradoxical nature; these so-called "fantasy" portraits mark the return to French painting, after a period that fluctuated between coldness and insipidness, of an enthusiastic and direct study of reality, which is hardly refined at all, in the radiant waves of bright light. A kind of seismic disturbance, an extremely salutary eruption of nobility of spirit, has occurred here. And these figures from a masquerade appear less dressed-up than so many contemporary portraits: there are no more wigs; there is no powder; the complexions are suntanned; the necks are full; wrists become tense; color rises to their cheeks with a flush of life' (Cuzin, 1987, p. 123). This artist's exulted status in the history of art is thus two-fold: his radical and independent choice of subject matter; and his extraordinarily innovative technique. There is no greater example of his genius in these two regards than his present masterpiece, the *duc d'Harcourt*. Let us therefore examine these two aspects of his achievement in turn. For Wildenstein 'Fragonard is indeed, with Watteau, one of the greatest painters of the eighteenth century, and without doubt one of the very great French painters of all time'. He owes this high position firstly to his subjects, which make him the painter of his age, the recorder of this sensual, voluptuous, charming eighteenth century, and of the age of Louis XV ... While his master Boucher was amusing himself with allegories and bucolic scenes, while the successors of Watteau lingered

in the world of *fêtes galantes*, Fragonard, to the great indignation of the art critics of his time, turned his back on antique and mythological subjects in order to produce what, since Courbet, has come to be called "living art" (Wildenstein, 1921, p. 43). At the time this approach was considered a handicap, hampering an artist who might otherwise have obtained the highest of accolades in French academic life. According to an anonymous contemporary critic, 'Monsieur Fragonard, who was born with a supply of genius enough for several artists, does not seem to me to have fulfilled all his obligations towards nature. Instead of following the sublime career of his chosen calling, where he was guaranteed the greatest success, he has turned off that to follow little obscure byways and he has created a type of painting which is more prone to the excesses of the imagination than the exact truth.' Uniquely, after promising beginnings as a history painter, he turned away from the Académie Royale and 'high art', concentrating on 'lesser' genres. Thus, while he had little influence on contemporary French painting, it was posterity that was to reap the benefits of his independent spirit, his *œuvre* showing many of the preoccupations of later artists with problems of style, subject-matter and conception. There has been much debate over whether this series was intended to be portraits in the sense of depicting a specific likeness of a sitter. Percival asks us: 'Who do these figures represent? Are they recognizable individuals or deliberate abstractions,

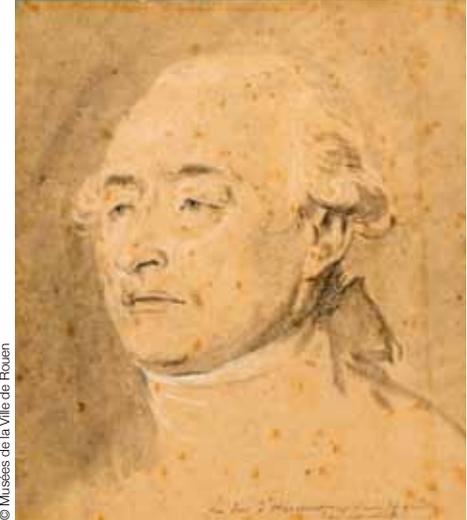
allegories of the arts or, as has been suggested, embodiments of genius? Why and when were they executed? Were they conceived for a specific location, designed to be hung together? Such questions have intrigued scholars and the public ever since the paintings began to be "rediscovered" in the middle of the 19th century' (Percival, 2012, p.1). Only one of the series, *La Brèche*, is dated - 1769 - and this is generally taken to be the rough date of the whole series. It is suggested they may have been painted over a period of several years, between 1767 and 1772. Until very recently the only paintings in this series that have been thought to resemble known individuals have been thought to be *Denis Diderot*, *Mademoiselle Guimard*, the *duc d'Harcourt* and the latter's younger brother, the *duc de Beuvron* (see fig. 1). However, the recent discovery by Marie-Anne Dupuy-Vachey of a drawing on the eve of a public auction in Paris (Hôtel Drouot, 1 June 2012, Room 14, auction without catalogue). The sheet shows eighteen small portraits sketched in a lively style which Dupuy-Vachey suggests might have been drawn by Fragonard himself. Among the fourteen half-length figures can be recognized eleven of the fantasy figures previously known, as well as another portrait by Fragonard, very rarely tied to this series. Four full-length portraits of figures also featured on this sheet, including the *Cavalier vêtu à l'espagnole assis près d'une fontaine* (Barcelona, Museo de

Arte de Cataluna). No related paintings now known relate to one of the half-length portraits and the three other full-length portraits; while the portraits of the ducs d'Harcourt and de Beuvron are not included on the sheet. What is of particular interest, however, is the captions that accompany nearly all of the sketches that serve to identify the characters being depicted. Two of them read *Saint-Non* and *La Brèteche* under the portraits which have been described as such until now. While names that are less celebrated than those of *Mademoiselle Guimard* and *Diderot* caption the portraits that are supposed to represent them, the captions in general appear to confirm that this series was intended to represent known personalities (see Marie-Anne Dupuy-Vachey's review of Percival's book in the *Tribune de l'Art*, July, 2012). While there are no drawings for the two d'Harcourt portraits on this sheet, one is on a surer ground from the point of view of their identity, both from the perspective of provenance and from that of physiognomical comparison. While the identities of the two Fragonard d'Harcourt portraits had been mutually confused, in his catalogue for the Fragonard exhibitions in Paris and New York in 1987-88, Rosenberg resolves the question once and for all on the basis of comparing the present

portrait with a drawing of François-Henri, duc d'Harcourt by Anicet-Charles-Gabriel Lemonnier in the Musée des Beaux-Arts, Rouen (see fig. 2). The identity of the duc de Beuvron can further be confirmed by comparison with a portrait attributed to one of the Vanloo family which is still in the d'Harcourt Collection. Moreover, although doubt was at one time cast on the provenance of the d'Harcourt paintings - since the Château de Thury-Harcourt, from whence they came in the twentieth century, was known to have changed hands at the beginning of the nineteenth century - a letter from the duc d'Harcourt kept in the archives du Service d'Etudes et de documentation du département des Peintures du Louvre and much cited recently, proves that the paintings were at Harcourt in the eighteenth century: 'il vous intéresserait peut-être de savoir que le Comte Potocki, récemment décédé, possédait en Pologne une toile de Fragonard dont l'envers portrait l'inscription "peint à Harcourt"' (Rosenberg, p. 290). According to family tradition Fragonard painted six portraits at Harcourt in which at least six persons were disguised in fancy dress on the occasion of one of the fêtes that were given there frequently. Some were held in the 'Pavillon de Fantaisie' which was constructed in the grounds of the Château (duc d'Harcourt, 1989, p. 45).



(fig. 1)



(fig. 2)

(fig. 1)

JEAN-HONORÉ FRAGONARD

Anne-François d'Harcourt-Beuvron,
duc de Beuvron (1727-1797)
(Private Collection, on loan to the
Musée du Louvre)

(fig. 2)

ANICET-CHARLES-GABRIEL LEMONNIER

duc d'Harcourt (1726-1802)
(Musée des Beaux-Arts, Rouen)



We also know that there was a professional relationship between Fragonard and the d'Harcourt family: on 11 November, 1784 a drawing by Fragonard was sold representing the Tomb of Count Harcourt. Henri-Claude, Comte d'Harcourt, Lieutenant Général des Armées du Roi, died in 1769. His widow ordered a splendid mausoleum at Pigalle, now at Notre-Dame de Paris. It was probably between these two dates that Fragonard painted the portraits of the two dukes, who were the deceased's nephews.

François-Henri d'Harcourt was born in Paris in 1726. As the representative of one of the elite *noblesse d'épée*, the lustre of his ancient lineage allowed him access to power, prestige, and perquisites in the France of the Ancien Régime. He thus served as a general in the French army, as Governor of Normandy, in the French equivalent of the Privy Council, and in the highly-trusted position of guardian to the young Louis XVI. Like many of his class he was also a patron of the arts, having his own private theatre, being elected a member of the Académie Française in 1788, and writing a book on the fashionable subject of gardening: written around 1774, his *Traité de la décoration des dehors, des jardins et des parcs* was published by Ernest de Ganay in 1919. To some extent a classic exponent of the aristocratic extravagance that culminated in the French Revolution, as Governor of Normandy d'Harcourt was nonetheless critical of Crown policy

and led a protest in 1771. However, he was not one of those radical nobles who led France into revolution but was one of the first to flee the country in 1789. He subsequently served as Ambassador to the British Court for the exiled Louis XVIII from 1792 and died in Staines in Middlesex in 1802. In 1752 he married Françoise Cathérine d'Aubusson de la Feuillade (1733-1815). Their daughter, Anne, married Victurnien Jean-Baptiste Marie de Rochechouart, Prince de Tonnay-Charente and subsequently 9th duc de Mortemart.

'He has brilliance, facility and originality in abundance. He is not to blame because he does not seek resemblance through small details. He loathes detail, and drowns his models' features in beautiful, fluid and gleaming paint that he handles with broad sweeps of the brush.'

Wildenstein wrote that 'These are "portraits de fantaisie", that is, works in which the expression of the face is not stressed' but he nonetheless believed that Fragonard gave us an excellent likeness of the duc in the present work 'of whom it was said that "the nobility and dignity of his

character in no way excluded affability and charm of manners” (Wildenstein, 1921, pp. 13-14). For Roger Portalis, however, ‘Fragonard has too much energy to confine himself to a workaday resemblance to achieve the calm which is needed to study the human face. For him, portrait painting is almost an act of violence, he is a fanatical Frans Hals. Don’t seek in his work the tightness of a Holbein drawing or the severe demeanour of a Van Dyck. He has brilliance, facility and originality in abundance. He is not to blame because he does not seek resemblance through small details. He loathes detail, and drowns his models’ features in beautiful, fluid and gleaming paint that he handles with broad sweeps of the brush.’ In an article published in 1987, which is further developed in her 1990 monograph, Mary Sheriff argues that Fragonard’s fantasy figures ‘cannot be characterized as face-paintings’. She suggests that the term ‘portrait’ had a different, more fluid, meaning in the eighteenth century. She claims that modern critics have misunderstood the eighteenth-century meaning of the term ‘portrait de fantaisie’, which she defines as ‘an imagined figure not made from a specific model’, hence not a portrait at all in the conventional (modern) sense. She sees Fragonard’s paintings as playfully subverting the genre of portraiture and claims that these are works that say more about their creator than about the figures who are represented (see Percival, 2012, pp. 8-9).

‘Analysis of the fantasy figure reveals that the relationships between sitter, model and imaginary subject are not as clear-cut as it would seem.’

Percival, equally does not regard these works as portraits in the sense of seeing their primary function as capturing a resemblance. For her Fragonard ‘employs a combination of real and imaginary elements, juxtaposing the familiar and the strange in a way that is both visually pleasing and gently surprising. Artist and beholder are mutually engaged: the artist’s imagination is unleashed through a display of virtuosity, and the beholder’s imagination is piqued by the art work’s “gaps” and unusual juxtapositions’ (Percival, p. 13). Perhaps a better approach would be to put this series in the wider context of great European art. Both Cuzin and Percival place them in the broad context of European art of the seventeenth and eighteenth centuries. Cuzin: ‘One almost hesitates, when faced with such appealing works, expressing such good humor, and which appear to have been painted so spontaneously, to look for their antecedents. And yet one must try to understand and to realize that behind this brilliance there lay a great deal of culture.’ Firstly he makes analogies between them and the half-length



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(fig. 3)

TITIAN

Portrait of a Man with a
Quilted Sleeve,
known as Ariosto
(National Gallery, London)

portraits of the Italian Renaissance, especially those of the Venetians, where a parapet often recurs in the foreground (for example, Titian's *Portrait of a Man with a Quilted Sleeve*, known as Ariosto, in the National Gallery, London, see fig. 3). He further suggests that the formula, the mood, even sometimes the treatment, of Fragonard's paintings evoke certain figures painted in Rome in the 1620s, by French artists such as Simon Vouet or Claude Vignon, even using costumes that are just as fanciful or timeless, and poses just as animated and casual, painted with a similar fury and splendid disregard for the finished effect (Cuzin, 1987, p. 122).

'But it was Dutch painting of the seventeenth century, and especially the art of Rembrandt that had the greatest influence on the *Figures de Fantasie*... The luminosity of the paintings, the way that volumes are constructed in the light, frequently recalls Rembrandt...' Some of Rembrandt's

paintings, such as *Self-portrait with a plumed Hat*, in Berlin-Dahlem of circa 1633, 'whose contours are so freely drawn, in rapid and thickened strokes, with its greenish shades, contrasting with the luminous reddish-browns, the transparency in its shadows, the imprints made in the fresh paint with the handle of the brush, seem to have had a deeper influence on Fragonard than the Italian artists he once imitated.' As Cuzin points out, Fragonard may well have seen some of Rembrandt's portraits dating from 1636-38, with their exotic costumes, such as the *Standard-Bearer* (Rothschild collection, Paris), the *Man in Polish Costume* (National Gallery of Art, Washington D.C., see fig. 4), or the *Portrait of Saskia*, known appropriately as *In a Fanciful Costume* (private collection, Switzerland). In a number of Fragonard's Fantasy Portraits we find the same mahogany tone that is blended with reds and greens in a technique that appears to come directly from Rembrandt.

Percival further identifies how Fragonard's period saw a waning of allegory and symbolism which accompanied a developing interest in bodily and facial expression to which the half-length format was ideally suited. The immanence of the single-figure format, its lack of narrative or external 'meaning', shifted the emphasis on to artistic technique. 'For artists, unusual costumes – furs, jewels and plumes – were an opportunity to show off their painterly skills. With Rembrandt and Fragonard, the artist's technique intrudes onto the canvas, almost eclipsing the human subject. The self-conscious pastiching of Old Master works by eighteenth-century artists, such as Grimou and Fragonard, adds a further layer of artistry to the genre.' This period thus saw a shift in the use of the human body, from a traditional allegorical purpose to an emphasis on feeling and expression. Percival suggests that resemblance was not as fundamental to eighteenth-century culture as has hitherto been argued. Fragonard was working within a tradition that was unconcerned by the differences between portraiture, genre and allegory. The paintings were probably created for several owners, and the audience for the fantasy figures would have been a small, elite one of both artists and *amateurs*, well acquainted with contemporary art and earlier artistic traditions. 'Analysis of the fantasy figure reveals that the relationships between sitter,

model and imaginary subject are not as clear-cut as it would seem. Moreover, clients' imaginative participation in fantasy compositions suggests that they too were not as bothered by resemblance as is sometimes suggested. Such works served the mutual fantasy of artist and client' (Percival, 2012, pp. 154-5).

'One would have to analyze each painting indefinitely, and examine each of these dynamic constructions, each of these sparkling and subtle color ranges where the yellows turn green or take on the mottled effects of ripe plums, where the reds shine out in the light or well up in the shadows, where the precious blues assume a luster of satin, and one sees so many flaming or faded colors, without a single dissonance that has not been calculated, without a single element of vulgarity.'



(fig. 4)

REMBRANDT

Man in Polish Costume
(National Gallery of Art,
Washington D.C.)

A major part of the controversy over Fragonard's intentions can no doubt be explained by Fragonard's startlingly innovative technique. The labels that *Saint-Non* and *La Bretèche* used to bear, assert that they were painted 'in an hour's time'. This may well have been true and led the Goncourt brothers to suggest that there was something diabolical and otherworldly about the artists' achievement here: a 'jumble by a man who is possessed and inspired'. Roger Portalis also sees super-human forces at work, describing these paintings as 'études endiablées'; while in an essay from 1964, Charles Sterling also suggests that the works were not done by an ordinary mortal: 'one would almost say that the wind itself painted them' (quoted in Percival, p.2). His metaphor is particularly apt for the present portrait which has a windswept quality, with his raked profile and flyaway hair. But as Cuzin writes, 'Fragonard's impulsiveness was only apparent and his fury was carefully calculated: dabs that are thrown down and deliberately quite visible are an artistic means that is clearly used to convey excitement and panache, but especially to construct shapes and forms, and to make them turn in space in a particular way' (Cuzin, 1987, p. 118) For Cuzin 'One would have to analyze each painting indefinitely, and examine each of these dynamic constructions, each of these sparkling and subtle color ranges where the yellows turn green or take on the mottled effects of ripe plums, where the reds shine out in the light or well up in the shadows, where the precious blues assume a luster of satin, and one sees so many flaming or faded colors,

without a single dissonance that has not been calculated, without a single element of vulgarity.'

'Drawing and painting are unified, the brushwork says it all: the whole canvas comes alive with this drawing that is turning into a painting.'

On those occasions when scholars have attempted to fathom their 'mystery', they have waxed lyrical in describing the unique creative technique that lay behind the Fantasy Figures: 'he appears massive and scintillating in his great swirling movement, in that twisting motion that would whisk him away if the figure were not firmly anchored by the illuminated horizontal and vertical edges of the stone cube on the right side. The picture is made up entirely of corners and thrusts and is painted with a brush that has a kind of electric yet caressing touch... Drawing and painting are unified, the brushwork says it all: the whole canvas comes alive with this drawing that is turning into a painting. There is not a single square inch that is not vivid, where the strokes do not run, sizzle, bounce, or rest and introduce a muted vibrato. Is this a sign of facility or an off-the-cuff manner of painting? In fact, it reveals a perfectly mastered knowledge of painting, and shows a perfect body, seized in the apparent excitement of a single moment. (Cuzin, 1987, p. 118, describing *La Bretèche*)

(fig. 5)

**JEAN-HONORÉ
FRAGONARD**

Man with a Guitar,
Monsieur de la Bretèche
(Musée du Louvre)

© RMN-Grand Palais (musée du Louvre) / Daniel Arnaudet





© RMN-Grand Palais (musée du Louvre) / Daniel Arnaudet

(fig. 6)
JEAN-HONORÉ FRAGONARD
Fantasy Figure in Blue,
l'Abbé de Saint-Non
(Musée du Louvre)

Of *Saint-Non* Cuzin writes, 'seen as though facing the wind, like a navigator in the prow of his ship... The folds of clothing, of the coat, roll diagonally in a kind of torrent toward the right, as if they were being carried away by a violent wind; but the hair is moving in the opposite direction, and the white feathers of the hat, on the narrow table, are lying still. The movement is only apparent and the result of this gust of wind is a tremendous sense of balance; with this massive neck that is as solid as a column, and these forms that are treated in terms of large planes, the figure appears like a sculpture that is made up of enormous streaks of light and shade.' (op. cit., p. 118).

Fragonard's remarkable achievements in the creation of his Fantasy Portraits, in terms of both subject-matter and style, are perhaps best

'His subjects then, win for Fragonard a place in the front rank of the artists of his age. But his style raises him much higher.'

summed up by Wildenstein. 'His subjects then, win for Fragonard a place in the front rank of the artists of his age. But his style raises him much higher. His feeling for the painting as a sketch is not peculiar to him ... But he employed this facility ... as no one else had done. His contemporaries and friends did indeed reveal a certain charm while they sketched a picture, but they glazed their compositions when they "finished" them, while he kept the "bloom" which (as early as 1763) was so much appreciated even in the completed picture. It is in this that his specific contribution lies, and we should not be surprised to find that it was through this that he exercised his true influence. Let us not look for this influence in the work of his disciples, or of his pupil, the younger Delaunay, or in other specific painters.' Wildenstein recalled that Honoré Daumier, 'the great independent', was so struck by the sight of the Fragonards in the Salle Lacaze that their inspiration can be very clearly traced in his work up to the last' (Wildenstein, 1921, p. 44). Therefore 'Let us recognize the debt that the whole of modern art owes him'. This is why, in the words of Percival, 'Fragonard's fantasy figures still fascinate today as breathtaking feats of imaginative painting' (Percival, 2012, p. 229).

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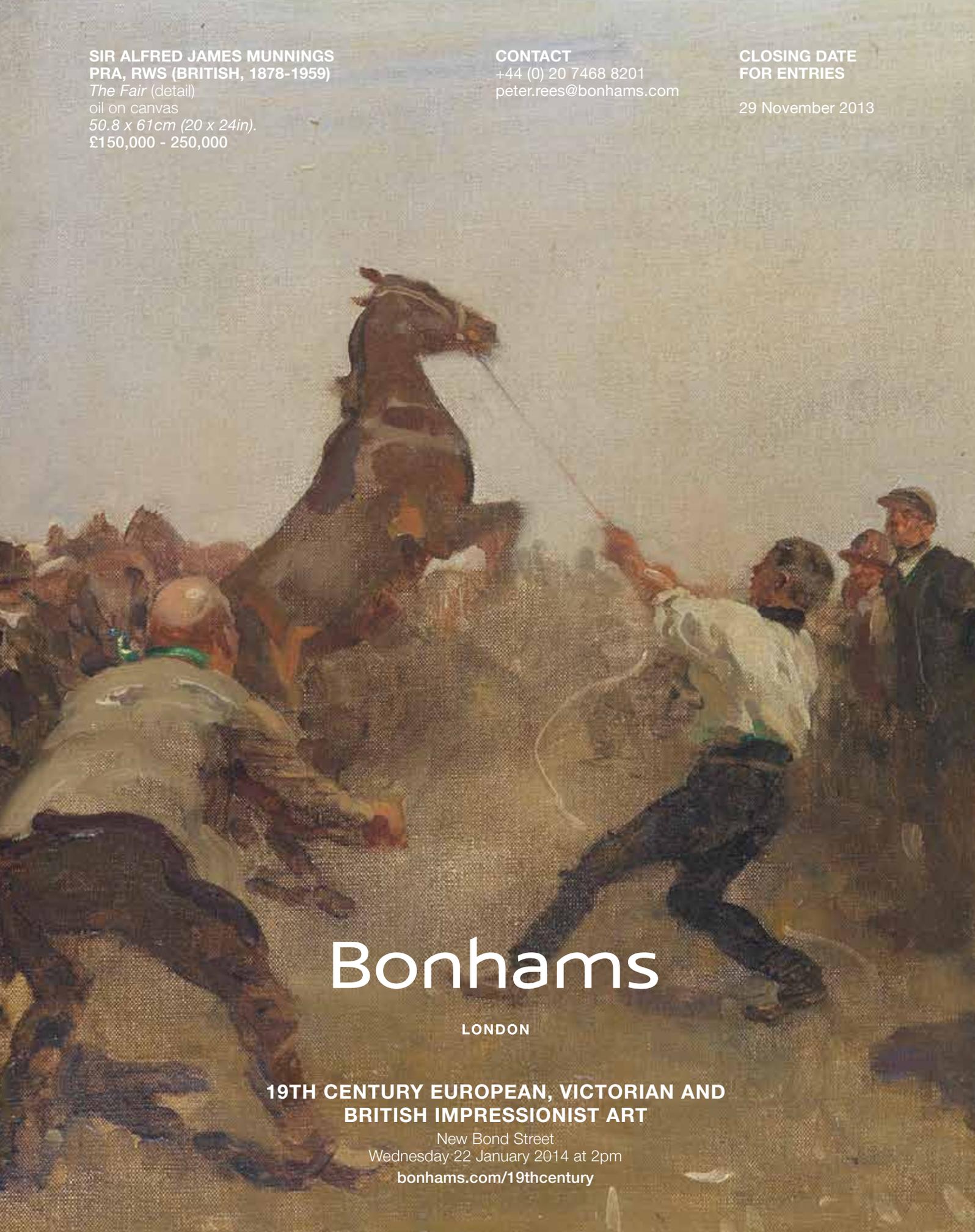
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Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

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

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

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

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

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

8. VAT

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

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

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

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

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

9. PAYMENT

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

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

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

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

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- , †, *, G, Ω, α see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed <i>c/o Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;			10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and				
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.				
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.				
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.				
		10	MISCELLANEOUS	11	GOVERNING LAW
		10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the Lot will either be held by us as agent on behalf of the Seller or held by the *Storage Contractor* as agent on behalf of the Seller and ourselves on the terms contained in the *Storage Contract*.

- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the Lot into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the Lot from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.

- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.

- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

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

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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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.

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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.

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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: RAU UNICEF SALE		Sale date: 5 December 2013													
Sale no. 21413		Sale venue: New Bond Street													
<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>General Bid Increments:</p> <table style="width: 100%;"> <tr> <td>£10 - 200by 10s</td> <td>£10,000 - 20,000by 1,000s</td> </tr> <tr> <td>£200 - 500by 20 / 50 / 80s</td> <td>£20,000 - 50,000by 2,000 / 5,000 / 8,000s</td> </tr> <tr> <td>£500 - 1,000by 50s</td> <td>£50,000 - 100,000by 5,000s</td> </tr> <tr> <td>£1,000 - 2,000by 100s</td> <td>£100,000 - 200,000by 10,000s</td> </tr> <tr> <td>£2,000 - 5,000by 200 / 500 / 800s</td> <td>above £200,000at the auctioneer's discretion</td> </tr> <tr> <td>£5,000 - 10,000by 500s</td> <td></td> </tr> </table> <p>The auctioneer has discretion to split any bid at any time.</p>				£10 - 200by 10s	£10,000 - 20,000by 1,000s	£200 - 500by 20 / 50 / 80s	£20,000 - 50,000by 2,000 / 5,000 / 8,000s	£500 - 1,000by 50s	£50,000 - 100,000by 5,000s	£1,000 - 2,000by 100s	£100,000 - 200,000by 10,000s	£2,000 - 5,000by 200 / 500 / 800s	above £200,000at the auctioneer's discretion	£5,000 - 10,000by 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) <input type="text"/>															
<input type="text"/>															
I am registering to bid as a private client <input type="checkbox"/>		I am registering to bid as a trade client <input type="checkbox"/>													
If registered for VAT in the EU please enter your registration here: <input type="text"/> / <input type="text"/> - <input type="text"/> - <input type="text"/>		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 I will collect from Park Royal or bonded warehouse Please include delivery charges (minimum charge of £20 + VAT)

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE READ AND UNDERSTAND OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM. 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

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