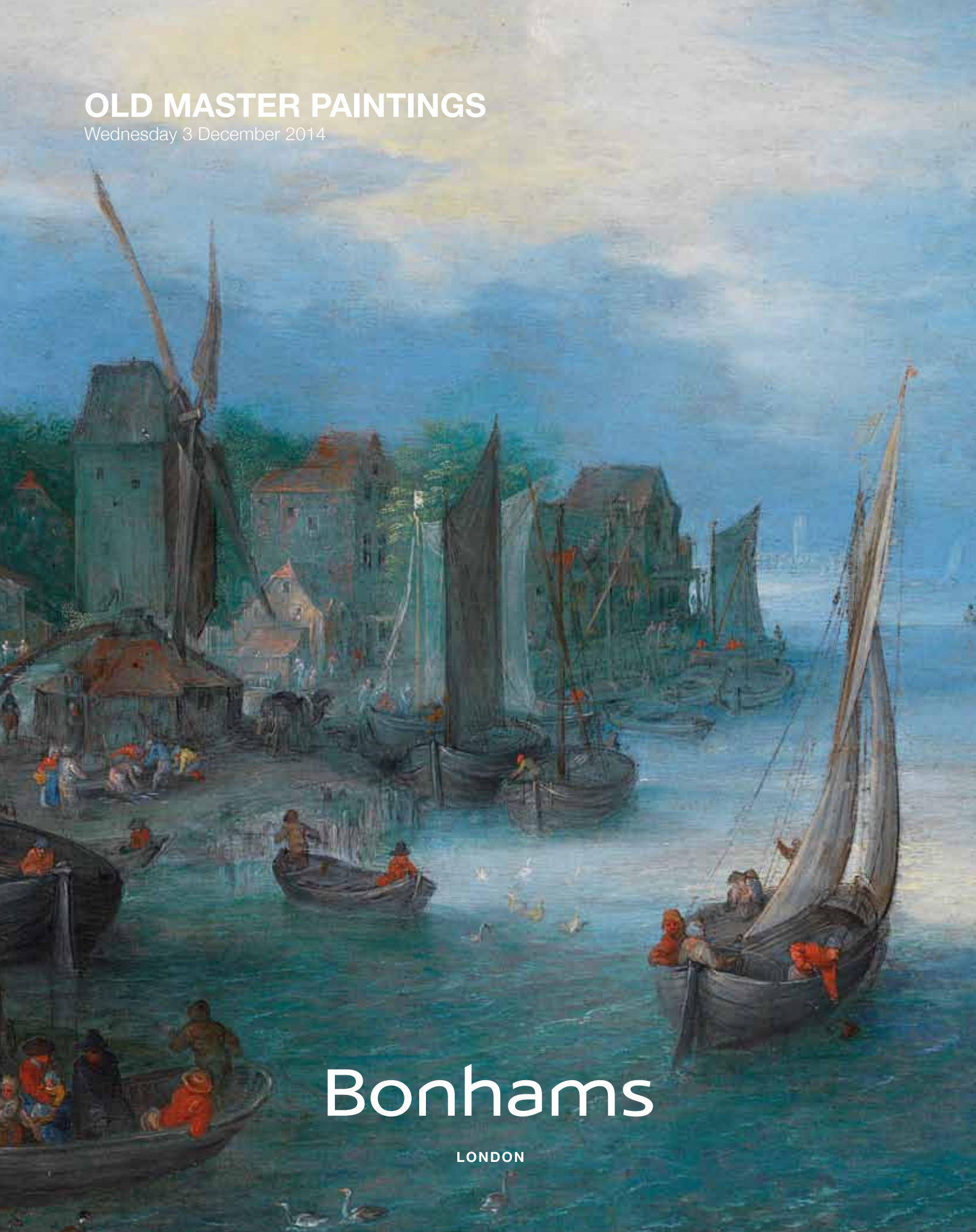


OLD MASTER PAINTINGS

Wednesday 3 December 2014



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OLD MASTER PAINTINGS

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
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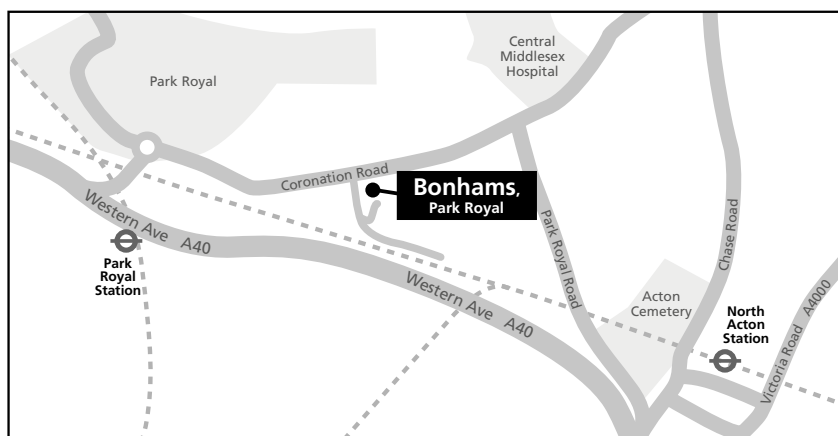
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THE MORSHEAD COLLECTION OF WATERCOLOURS FROM THE MUSEO CARTACEO OF CASSIANO DAL POZZO

Lots 1 - 10

Few countries in Europe can claim to have contributed as much to art and science in the sixteenth and early seventeenth centuries as did Italy, and one of the people to have left an enduring legacy of his pursuit of both disciplines is the Roman intellectual Cassiano dal Pozzo. Dal Pozzo (1583-1657) had wide-ranging interests, he was secretary to the Pope's nephew, Cardinal Francesco Barberini and he played a significant part in the cultural landscape of Rome. He was patron to artists including Poussin and was a friend of Galileo, as well as being a member of one of the earliest and most distinguished scientific academies in Europe, the *Accademia dei Lincei*. An important tenet of the academy – study from first-hand observation – was to inspire him to put together one of the most remarkable collections of natural history and archaeological paintings ever created, known as the *Museo Cartaceo* of Cassiano dal Pozzo. He had specimens sent to him from all over Europe and further afield, and he commissioned a legion of artists to record them in over 7,000 watercolours which were numbered and bound into volumes for his Paper Museum. Many of the hands have been identified and they include

some renowned but perhaps unexpected artists who were then at the start of their careers, such as Pietro da Cortona, Pietro Testa and François du Quesnoy as well as others like Jacopo Ligozzi and Giovanna Garzoni who are better known for their natural history studies. Vincenzo Leonardi, who painted eight of the eleven in the present group, worked for dal Pozzo for around twenty years.

The Paper Museum had a distinguished history, passing from dal Pozzo's family to Pope Clement XI, and from his descendants to King George III (who was actively acquiring for his library and art collection), arriving in London from Italy with the collection of Consul Smith in the summer of 1763. Around twenty years later, after the setting up of a Royal Bindery in Buckingham House, a number of the volumes were rebound and the watercolours remounted, in some cases with the loss, or partial loss, of inscriptions and original numbering: the burnt umber washlines of the present collection date from this time.



Major Sir Owen Morshead GCMG KCB DSO MC (1893-1977), who by chance came across this group of watercolours whilst browsing in a shop, spent most of his career working very closely with the extraordinary collection from which it originated: he was Royal Librarian at Windsor from 1926 to 1958. A much decorated war hero from the Great War where he served with the Prince of Wales, Morshead had been Pepys Librarian at his old Cambridge college, Magdalen; his affability and experience (as well as his acquaintance with the Prince, and Dukes of York and Kent) recommended him for the royal appointment. He was clearly well-liked by those who knew him and Queen Elizabeth wrote to him years later that she found him 'such a charmingly 'accessible' librarian'.

On taking over the stewardship of the Royal Library at Windsor, his first task was to work on the outstanding collection of Old Master drawings, enlisting the help of Kenneth Clark to catalogue the prodigious group of over six hundred works by Leonardo da Vinci. Also in his care was the vast collection of watercolours assembled by dal Pozzo, but in the early years of the 20th century some of the volumes of the Paper Museum had been sold by his predecessor, Sir John Fortescue,

to raise funds for the upkeep of the library. The watercolours were widely dispersed, and in due course Morshead bought the present group from a dealer. The rapport he had developed with King George V and, particularly, with Queen Mary is well-known and it extended to his accompanying the Queen on regular visits to antiques shops, but whether it was on one such shopping trip that he came across this group, history does not relate. What is without doubt is that the watercolours which are now being sold by his family represent one of the most significant groups of works from the *Museo Cartaceo* to come to the market in recent years. Their remarkable condition belies the fact that they are now almost four hundred years old, a legacy of the enquiring mind of an exceptional polymath and cultural patron of baroque Rome. The following eleven watercolours will be included in the *catalogue raisonné* of the *Museo Cartaceo* which is an ongoing project by the Warburg Institute, London. The volumes on birds and fauna, Series B, vols IV-V are due to be published in 2016.

We are grateful to Henrietta Ryan for her assistance in preparing the catalogue entries.



1

FRENCH SCHOOL, 17TH CENTURY

Study of a male and female Greater Flamingo (*Phoenicopterus ruber*) inscribed 'PHOENICOPTERVS, SEV LINGVLACA/EX LITTORE PHOCAICO' (centre) and 'FOEMINA' and 'MAS' (below the birds) pencil, watercolour and gouache on vellum 23.3 x 31cm (9 3/16 x 12 3/16in).

£5,000 - 7,000

€6,300 - 8,900

US\$8,000 - 11,000

Provenance

Nicolas-Claude Fabri de Peiresc

Cassiano dal Pozzo

By descent to his brother, Carlo Antonio dal Pozzo

By descent to his son, Gabriele dal Pozzo

By descent to his son, Cosimo Antonio dal Pozzo

By whom sold to Pope Clement XI, 1703

Thence by descent to Cardinal Alessandro Albani, 1714

From whom acquired by James Adam for King George III, 1762

Sold from the Royal Library, Windsor, early 1920s

Art market, London

Sir Owen Morshead, and by descent through his family

Literature

F. Solinas (ed.), Cassiano dal Pozzo. Atti del Seminario Internazionale di Studi. Napoli 18-19 dicembre 1987, Rome, 1989, pp. 102-4, fig. 6

H. McBurney, 'Cassiano dal Pozzo as Scientific Commentator: Ornithological Texts and Images of Birds from the Museo Cartaceo', in Cropper, Perini and Solinas, *Documentary Culture... Papers from a Colloquium held at the Villa Spelman, Florence, 1990*, Bologna, 1992, pp. 349-63

Exh. cat., *The Paper Museum of Cassiano dal Pozzo*, British Museum, 1993, p. 170, no. 101, ill

Nicolas-Claude Fabri de Peiresc (1580 – 1637) was a French astronomer, antiquarian and collector whose home at Aix-en-Provence was filled with his substantial collection of scientific and artistic objects. He was a friend and correspondent of Cassiano.

VINCENZO LEONARDI (ROME 1589-1657)

Study of a Citron-crested Cockatoo (*Cacatua sulphurea citrinocristata*)
 inscribed '60[2?]' (lower centre)
 watercolour on laid paper
 28.7 x 30.2cm (11 5/16 x 11 7/8in).

£7,000 - 9,000

€8,900 - 11,000

US\$11,000 - 14,000

Provenance

Cassiano dal Pozzo
 By descent to his brother, Carlo Antonio dal Pozzo
 By descent to his son, Gabriele dal Pozzo
 By descent to his son, Cosimo Antonio dal Pozzo
 By whom sold to Pope Clement XI, 1703
 Thence by descent to Cardinal Alessandro Albani, 1714
 From whom acquired by James Adam for King George III, 1762
 Sold from the Royal Library, Windsor, early 1920s
 Art market, London
 Sir Owen Morshead, and by descent through his family

Literature

H. McBurney, 'Cassiano dal Pozzo's drawings of birds',
 in *Quaderini Puteani*, I, pp. 44-5, fig. 30

Exh. cat., *The Paper Museum of Cassiano dal Pozzo*, British Museum,
 1993, p. 171, no. 102, ill.

The present study would have been painted from a live specimen since remarkably a great many species of parrot existed in collections in Rome in the early 17th century, such as that of the Duke of Savoy. The citron-crested cockatoo is the smallest of the subspecies of yellow crested cockatoo, and today is an endangered species. It is a native of the island of Sumba in the Lesser Sunda Islands in Indonesia and would have come to Rome via Dutch traders, so this particular creature was probably one of the most exotic and furthest-travelled of all the specimens of fauna recorded in the *Museo Cartaceo*.

Only one natural history sheet in the *Museo Cartaceo* is signed, a study of an Italian sparrow in the collection of the Royal Library at Windsor; it bears the name 'Vin. Leonardi' on the reverse, in the distinctive italicised lettering with which some of the present group are inscribed, and it is the means by which a great many of the bird and animal drawings in the collection can be identified. Little is known of this obscure artist, but we know that Leonardi accompanied Cassiano to France in 1625 and that, as well as the watercolours he painted for the *Museo Cartaceo*, he illustrated two of the three publications which were linked to it: the *Uccelliera* (Aviary) of 1622, and Ferrari's 1646 treatise on citrus fruit, *Hesperides*.

Of the various aspects of natural history that Cassiano recorded, ornithology seems to have been closest to his heart. He wrote a whole series of *discorsi*, or treatises, on different varieties of bird, his systematic investigation covering all possible details of the physiognomy, colour and size of the specimens he described. In 1624 Galileo had presented his newly-developed microscope to fellow Linceans, allowing study in far greater detail than had been possible before and transforming the possibilities for scientific documentation; appropriately the *Accademia dei Lincei* to which Cassiano belonged took its name from the famously sharp eyesight of the lynx, since detailed scrutiny was one of the bywords of the society. The precision with which Cassiano recorded the details of each specimen in writing is reflected in Leonardi's drawings. Cassiano's biographer, Carlo Dati (1619-1676) says that 'Cassiano was not content with the simple description and history of nature, but went beyond, in order to study its very anatomy'. In this respect he cast a long shadow, setting an example for natural history research not only in the seventeenth century but in the centuries to follow: his legacy is indeed hard to overestimate.





3

VINCENZO LEONARDI (ROME 1589-1657)

Study of a Woodchat Shrike; and Study of a Lesser Grey Shrike
the first inscribed 'Lat. Lanius rubro capite/Volg. Castrica del capo
rosso' (upper centre), the second inscribed 'Lat. Lanius Minor/Ital.
Castrica Palombina' (upper right)
pencil and gouache on laid paper
16.5 x 19.7cm (6 1/2 x 7 3/4 in.) and 17.4 x 19.5cm (6 3/4 x 7 5/8 in.)
(2)

£5,000 - 7,000

€6,300 - 8,900

US\$8,000 - 11,000

Provenance

Cassiano dal Pozzo
By descent to his brother, Carlo Antonio dal Pozzo
By descent to his son, Gabriele dal Pozzo
By descent to his son, Cosimo Antonio dal Pozzo
By whom sold to Pope Clement XI, 1703
Thence by descent to Cardinal Alessandro Albani, 1714
From whom acquired by James Adam for King George III, 1762
Sold from the Royal Library, Windsor, early 1920s
Art market, London
Sir Owen Morshead, and by descent through his family





4

VINCENZO LEONARDI (ROME 1589-1657)

Study of a Jackdaw (*Corvus monedula*)
 numbered '56' (lower right)
 gouache on laid paper
 39.5 x 27cm (15 9/16 x 10 5/8in).

£5,000 - 7,000

€6,300 - 8,900

US\$8,000 - 11,000

Provenance

Cassiano dal Pozzo

By descent to his brother, Carlo Antonio dal Pozzo

By descent to his son, Gabriele dal Pozzo

By descent to his son, Cosimo Antonio dal Pozzo

By whom sold to Pope Clement XI, 1703

Thence by descent to Cardinal Alessandro Albani, 1714

From whom acquired by James Adam for King George III, 1762

Sold from the Royal Library, Windsor, early 1920s

Art market, London

Sir Owen Morshead, and by descent through his family



5

VINCENZO LEONARDI (ROME 1589-1657)

Study of a Short-eared Owl (*Asio flammeus*)
pencil and gouache on laid paper
33 x 24cm (13 x 9 7/16in).

£6,000 - 8,000

€7,600 - 10,000

US\$9,600 - 13,000

Provenance

Cassiano dal Pozzo

By descent to his brother, Carlo Antonio dal Pozzo

By descent to his son, Gabriele dal Pozzo

By descent to his son, Cosimo Antonio dal Pozzo

By whom sold to Pope Clement XI, 1703

Thence by descent to Cardinal Alessandro Albani, 1714

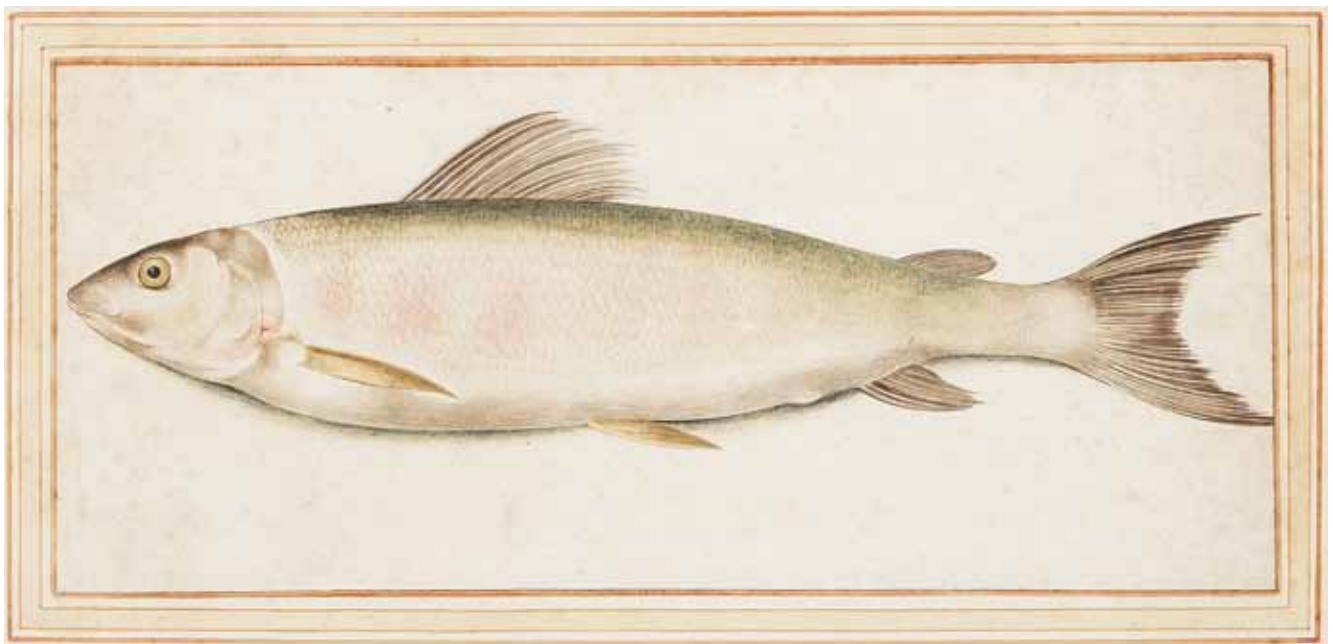
From whom acquired by James Adam for King George III, 1762

Sold from the Royal Library, Windsor, early 1920s

Art market, London

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7

6

ITALIAN SCHOOL, 17TH CENTURY, AFTER JACOPO LIGOZZI

Study of a Paradise Whydah (*Vidua paradisaea*)
inscribed 'Passer Indicus' (upper left)
watercolour and gouache on laid paper
36.5 x 12.3cm (14 3/8 x 4 13/16in).

£3,500 - 4,500
€4,400 - 5,700
US\$5,600 - 7,200

Provenance

Cassiano dal Pozzo
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By descent to his son, Gabriele dal Pozzo
By descent to his son, Cosimo Antonio dal Pozzo
By whom sold to Pope Clement XI, 1703
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A number of copies after Ligozzi of this study are known. This watercolour appears to have further sketches verso.

7

ITALIAN SCHOOL, 17TH CENTURY

Study of a Grayling (*Thymallus thymallus*)
watercolour on laid paper
13.5 x 32.5cm (5 5/16 x 12 13/16in).

£2,500 - 3,500
€3,200 - 4,400
US\$4,000 - 5,600

Provenance

Cassiano dal Pozzo
By descent to his brother, Carlo Antonio dal Pozzo
By descent to his son, Gabriele dal Pozzo
By descent to his son, Cosimo Antonio dal Pozzo
By whom sold to Pope Clement XI, 1703
Thence by descent to Cardinal Alessandro Albani, 1714
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8

VINCENZO LEONARDI (ROME 1589-1657)

Study of a Hooded Crow
 inscribed 'Lat. Cornix cinerea/Ital. Cornacchia Reale' (upper centre)
 gouache on laid paper
 33.5 x 40.5cm (13 3/16 x 15 15/16in).

£5,000 - 7,000

€6,300 - 8,900

US\$8,000 - 11,000.

Provenance

Cassiano dal Pozzo
 By descent to his brother, Carlo Antonio dal Pozzo
 By descent to his son, Gabriele dal Pozzo
 By descent to his son, Cosimo Antonio dal Pozzo
 By whom sold to Pope Clement XI, 1703
 Thence by descent to Cardinal Alessandro Albani, 1714
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 Sold from the Royal Library, Windsor, early 1920s
 Art market, London
 Sir Owen Morshead, and by descent through his family



9

VINCENZO LEONARDI (ROME 1589-1657)

Study of a Night Heron (*Nycticorax nycticorax*)
 numbered '26' (lower centre)
 gouache on laid paper
 35.7 x 32cm (14 1/16 x 12 5/8in).

£6,000 - 8,000

€7,600 - 10,000

US\$9,600 - 13,000

Provenance

Cassiano dal Pozzo

By descent to his brother, Carlo Antonio dal Pozzo

By descent to his son, Gabriele dal Pozzo

By descent to his son, Cosimo Antonio dal Pozzo

By whom sold to Pope Clement XI, 1703

Thence by descent to Cardinal Alessandro Albani, 1714

From whom acquired by James Adam for King George III, 1762

Sold from the Royal Library, Windsor, early 1920s

Art market, London

Sir Owen Morshead, and by descent through his family



10

VINCENZO LEONARDI (ROME 1589-1657)

Study of a Juvenile Crane (*Gruidae*)
 numbered '152' (lower centre)
 gouache on laid paper
 42 x 28cm (16 9/16 x 11in).

£6,000 - 8,000

€7,600 - 10,000

US\$9,600 - 13,000

Provenance

Cassiano dal Pozzo
 By descent to his brother, Carlo Antonio dal Pozzo
 By descent to his son, Gabriele dal Pozzo
 By descent to his son, Cosimo Antonio dal Pozzo
 By whom sold to Pope Clement XI, 1703
 Thence by descent to Cardinal Alessandro Albani, 1714
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OTHER PROPERTIES

11

JAN JOSEFSZ. VAN GOYEN
(LEIDEN 1596-1656 THE HAGUE)

Figures and riders on a road, in a dune landscape
 signed with monogram and dated 'VG 1632' (lower left)
 black chalk on paper
 10.5 x 19.2cm (4 1/8 x 7 9/16in).

£5,000 - 7,000

€6,300 - 8,900

US\$8,000 - 11,000

HUBERT ROBERT (PARIS 1733-1808)

Villa Madama, Rome

red chalk on laid paper, pen and black ink framing lines

36.5 x 46.6cm (14 3/8 x 18 3/8in).

£30,000 - 50,000

€38,000 - 63,000

US\$48,000 - 80,000

Provenance

The Collection of Randall Robert Henry Davies (1866-1946)

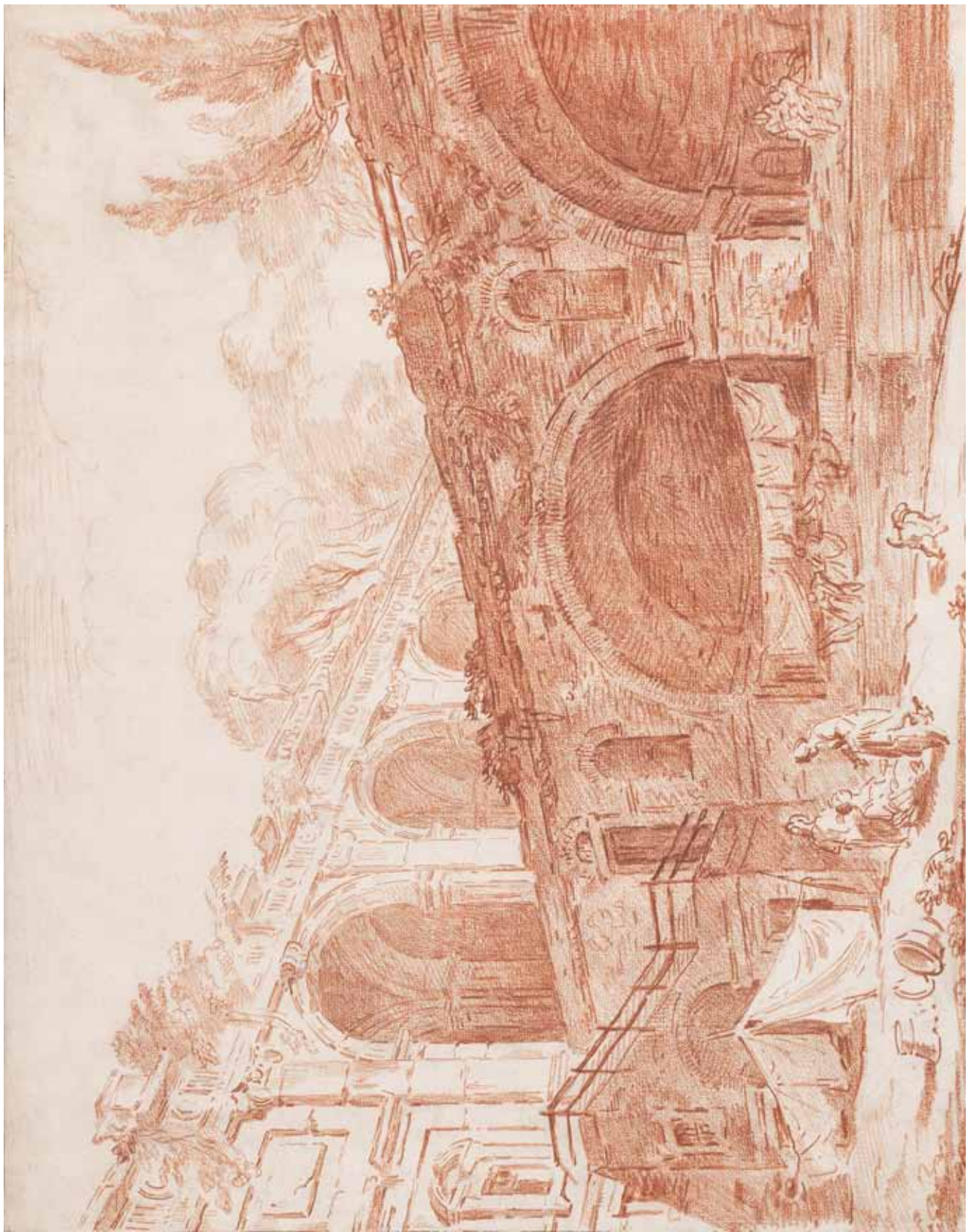
With Colnaghi, London, 1936, where acquired by the present owner's father

Literature

Exh. cat. *J. H. Fragonard e H. Robert a Roma*, Villa Medici, Rome, 1990-91, under cat. no. 52

This exciting rediscovery is the drawing from the collection of Randall Robert Henry Davies (1866 – 1946), the author of books on English drawings and watercolours, and proprietor of New York World. It is referred to under cat. no. 52 in the exhibition catalogue *J. H. Fragonard e H. Robert a Roma*, Villa Medici, Rome, 1990-91, as having been acquired from him by Colnaghi in 1936, according to a mount in the Witt Library. Its importance is that it must be the preliminary sketch for the watercolour of the Villa Madama that was in Mariette's collection and is now in the Albertina (exh. cat. cit., no.52, col. pl. XVII), which itself preceded what is generally regarded as one of Robert's most successful paintings, now in the Hermitage (ibid. cat. no. 53; col. pl. XVIII). It is extremely rare to find a genuine compositional sketch for one of Robert's watercolours.

We are grateful to Alastair Laing for his kind assistance in the cataloguing of this drawing.



13

**JOSEPH MALLORD WILLIAM TURNER, RA
(BRITISH, 1775-1851)**

Donnington Castle, Newbury, Berkshire
signed with initials 'JMWT...RA' (lower left)
watercolour on paper
15.3 x 22.8cm (6 x 9in).

£20,000 - 30,000

€25,000 - 38,000

US\$32,000 - 48,000

Provenance

Revd. T. Case

Sale, Sotheby's, London, 15 July 1999, lot 97, where purchased by
the present owner

Engraved

W & L. Byrne, Donnington Castle, taken from a field adjoining the Road
to East Ilsley, from Newbury, engraved for *Britannia Depicta*, 1805

Literature

A. Wilton, *The Life and Work of J.M.W. Turner*, p. 335, no. 311

The manor of Donnington was held by the Abberbury family from
1287, and in 1386 Richard Abberbury the Elder was granted 'to
crenellate and fortify a castle at Donyngton, Berks' by Richard II.

During the Civil War Charles I set up his headquarters in Oxford
and in 1643 dispatched Sir John Boys, with 200 foot soldiers,
to take possession of Donnington from the Parliamentarian John
Packer. Having taken the castle, they succeeded in guarding the
major routeways from London to the West Country and Oxford to
Southampton. Between 1644 and 1646 the castle was attacked many
times, only once the Royalist cause appeared hopeless did Boys
surrender to the Parliamentarian troops. Parliament voted to demolish
the badly damaged castle in 1646 and as seen from this watercolour
only the substantial gatehouse remains.





THE PROPERTY OF A PRIVATE EUROPEAN COLLECTOR

(lots 14-24)

Lots 14-24 were acquired over the last forty years by an amateur collector of sixteenth and seventeenth century paintings who died recently. Displaying a passion for the great masters of Flemish painting in particular he built up considerable knowledge and expertise from his wide travels, resulting in a diverse and eclectic collection of North European art. These are now being offered for sale by his heirs.



HANS II LIEFRINCK (LEIDEN CIRCA 1567-CIRCA 1599)

A Rocky coastal landscape with a Man-of-War firing a salute
 signed with initials 'HL FE' (HL in ligature, lower right)
 oil on copper
 14.7 x 20.2cm (5 13/16 x 7 15/16in).

£12,000 - 18,000

€15,000 - 23,000

US\$19,000 - 29,000

Provenance

The Collection of Lord Wharton, Halswell Park, Bridgewater
 His sale, Sotheby's, London, 17 November 1948, lot 5 (as by Brill, £74 to Lambert)

The Collection of Capt. E.G. Spencer-Churchill, Northwick Park
 His sale, Christie's, London, 29 October 1965, lot 84 (as by The Monogramist I.F. 1200 guineas to Koetser)

Sale, Christie's, New York, 22 May 1998, where purchased by the present owner's father

Literature

T. Borenius, *The Northwick Park Rescues, 1912-1961*, London, 1921, no. 144 (as by Joachim Patinir)

M. Russell, 'Paintings of Coastal Scenes by Hans and Cornelis Lieftrinck of Leiden', in *The Burlington Magazine*, March 1992, pp. 175-177, fig. 26



The author of the present composition - hitherto known as the monogramist I.F. - remained a mystery until W. Wurfbain, Director of the Lakenhal Museum, Leiden, recognised the faint monogram which had been incompletely read by Christie's as identical with that of Hans II Lieftrinck. It reads HL (in ligature) FE. This picture is entirely consistent with the character of North-Netherlandish landscape painting of the 1560s-80s. The group of rocks is ultimately derived from Joachim Patinir, whose popularity remained at a high level throughout the sixteenth century and beyond. The present work was painted around 1575-85 and adapted by his son, Cornelis Lieftrinck I, in a celebrated work which was until Margarita Russell's *Burlington* article of 1998 regarded as the earliest of Jan Brueghel I's extant oil paintings.

The present work is of immense importance in the history of maritime art. Despite Lieftrinck's Flemish roots, it has been noted for its distinctly Dutch flavour and more than any other contemporary landscape artist, Lieftrinck has been regarded as emphasising the marine character of the scene, dispensing with foreground motifs and letting the sea expand uninterrupted in the far distance. Even before marine painting became established as an independent genre Hans Lieftrinck's approach is a fascinating precursor of the Dutch obsession with the sea.





15

JAN VAN KESSEL I (ANTWERP 1626-1679)

'Malao' (?Somalia, Africa): Egyptian geese, a red breasted merganser and other birds on a shore, a town beyond
oil on copper
signed 'V. KESSEL F' (lower right)
18.2 x 24.2cm (7 3/16 x 9 1/2in).

£20,000 - 30,000

€25,000 - 38,000

US\$32,000 - 48,000

Provenance

With F.A. Drey, London
Sale, Sotheby's, London, 12 July 2001, lot 100 (as The Property of a Family, sold for £32,700)
Sale, Christie's, London, 7 December 2011, lot 117

Literature

K. Ertz, *Die Maler Jan van Kessel*, Lingen 2012, p.190, cat. no. 128, ill.

The present panel is a fine autograph replica of one of a series of panels that depict places of the world (on copper, 48.4 x 67.1 cm. in the Alte Pinakothek, Munich: see op. cit. p.182, fig. 102). It has generally been considered to be of a similar date to the Munich series (circa 1666).



16

**ATTRIBUTED TO ANTON MIROU
(ANTWERP 1578-1627 FRANKENTHAL)**

Orpheus charming the animals
oil on copper
21.2 x 29.2cm (8 3/8 x 11 1/2in).

£15,000 - 20,000

€19,000 - 25,000

US\$24,000 - 32,000

Provenance

Sale, Christie's, South Kensington, 21 October 2000, lot 90 (as Circle of Roelandt Savery)

LUDWIG SCHONGAUER (AUGSBURG CIRCA 1440-1494)

The Arrest of Christ; The Burial of Christ

oil on panel, double-sided

36.2 x 20cm (14 1/4 x 7 7/8in).

£18,000 - 25,000

€23,000 - 32,000

US\$29,000 - 40,000

Provenance

Sale, Christie's, London, 10 December 2003, lot 41

Since its acquisition in December 2003, when it was newly discovered, the present panel has been identified as being part of the same altarpiece as two panels now in the Metropolitan Museum of Art, New York, depicting *Christ before Pilate* and *The Resurrection* (acq. No. 1982, 60. 34 a & b; see fig. 1).

Although Christian Heck in *The Dictionary of Art* (New York, 1996, p. 154) had rejected the longstanding attribution of the Metropolitan Museum's panels to Ludwig Schongauer, stating that they are probably by a follower of Martin Schongauer, the current consensus has restored their traditional attribution. In 1996 Fritz Koreny favoured the attribution to Ludwig Schongauer citing similarities to drawings and prints attributed to him (Fritz Koreny, 'Martin Schongauer as a Draftsman: A Reassessment,' *Master Drawings*, 34 (Summer 1996), p. 145, figs. 39 (a), 40 (b). Anna Moraht-Fromm in *Spätmittelalter am Oberrhein: Maler und Werkstätten: 1450–1525* (exh. cat., Staatliche Kunsthalle Karlsruhe, Stuttgart, 2001, pp. 36, 39 n. 45, figs. 9 (a), 10 (b)) states that the altarpiece comprising the Metropolitan panels and a further panel depicting *Christ Carrying the Cross* and the *Flagellation of Christ* (formerly in the collection of the Markgrafen und Grossherzöge von Baden, Schloss Salem and sold Sotheby's, Baden-Baden, October 10, 1995, no. 2278) come from a monastery in Salem. He believes this altarpiece to be similar in type and function to one in the Historisches Museum Basel, Barfüsserkirche (no. 201; Upper Rhine [?] Workshop, 1484) and to the 'Schongaueraltärchen' in the Ulm cathedral (no. 199; Follower of Martin Schongauer, about 1480–1500).

Most recently, Ludwig Meyer proposes a reconstruction of the altarpiece to which these panels belonged, calling it a small domestic altarpiece and attributes it to Ludwig Schongauer. He suggests that this comprised a carved *Crucifixion* as the centrepiece, flanked by four double-sided panels. The lost panel was at the upper left and depicted *Christ on the Mount of Olives* (wings closed) and *Ecce Homo* (wings open). Below this panel was the *Flagellation* (closed) and *Christ Carrying the Cross* (open). At the upper right was the *Arrest of Christ* (closed) and the *Entombment* (open). Below this was *Christ before Pilate* (closed) and the *Resurrection* (open). He dates the altarpiece to 1479–86, when the artist was in Ulm and relates it to the 'Schongaueraltärchen' in Ulm cathedral (*Reconstruction*, July 29, 2003, pp. 1–3).



(fig 1) ©The Metropolitan Museum of Art/Art Resource/Scala, Florence



(recto)



(verso)

18

**JAN BRUEGHEL THE YOUNGER
(ANTWERP 1601-1678)**

A river landscape with boats by a town
oil on copper
19.1 x 24.5cm (7 1/2 x 9 5/8in).

£80,000 - 120,000
€100,000 - 150,000
US\$130,000 - 190,000

Provenance

With Slatter Gallery, London
With Galerie Finck, Brussels
Sale, Christie's, 4 February, 1976, lot 39
Private Collection, Germany until 1977
Sale, Sotheby's Mak van Waay, Amsterdam 1977, 7 August 1977, lot 20

Literature

K. Ertz, *Jan Brueghel d.J.*, Freren, 1984, p. 231, no. 49, ill. col. pl. 10

Ertz suggests that the present work was produced in the 1630s in close proximity to three other small coppers by the artist (op. cit. cat. 77, 59 and 48). The composition is based on Jan Brueghel the Elder's 'Modern Waterlandscapes' which depicted borrowed motifs in a novel and original grouping (K. Ertz, *Jan Brueghel der Ältere (1568-1625)*, 1979, pp. 179-191.





19

LEIDEN SCHOOL, CIRCA 1550

Christ and the Wife of the Samaritan
oil on panel

34.4 x 48.4cm (13 9/16 x 19 1/16in).

£10,000 - 15,000

€13,000 - 19,000

US\$16,000 - 24,000



20

SIMON DE VOS (ANTWERP 1603-1676)

The Donkey and the Lapdog

oil on copper

23.2 x 29.8cm (9 1/8 x 11 3/4in).

£5,000 - 7,000

€6,300 - 8,900

US\$8,000 - 11,000

Provenance

Comte Amédée de Turenne, no. 19 (according to a label on the reverse)

Sale, Sotheby's, London, 8 July 2010, lot 123, where purchased by the present owner's father

The subject is taken from one of Aesop's fables. A man had a donkey and a lapdog. The lapdog was a great favourite of his master and was often spoiled with treats and affection. The donkey, however, was put endlessly to work on the corn-mill, in the forest and on the farm, for no reward. He often lamented his own hard fate and contrasted it with the luxury and idleness of the lapdog. One day the donkey broke loose, and rushed into his master's house, leaping up on to the master as he had seen the lapdog do. In doing so he broke the table and smashed the dishes on it into tiny pieces. The servants, hearing the commotion, drove the donkey back to his stable and locked him up. Once there, beaten half to death, he cried "I have brought it all on myself! Why could I not have been contented to labour with my companions, and not wish to be idle all the day like that useless little lapdog?"



21

MARTEN RYCKAERT (ANTWERP 1587-1631)

Figures before a waterfall, a town beyond

oil on copper

14.2 x 16.5cm (5 9/16 x 6 1/2in).

£4,000 - 6,000

€5,100 - 7,600

US\$6,400 - 9,600

Provenance

With Brian Koetser (according to a label on the reverse)

Sale, Sotheby's, London, 27 October 2011, lot 274, where purchased
by the present owner



22

JAN MIENSE MOLENAER (HAARLEM CIRCA 1610-1668)

Peasants pouring drinks in an interior; and Peasants eating and drinking in an interior

both signed with monogram 'JMR' (upper right)

a pair, oil on copper, octagonal

9.4 x 7.6cm (3 11/16 x 3in).z(2)

£4,000 - 6,000

€5,100 - 7,600

US\$6,400 - 9,600



23

SCHOOL OF BRUGES, 16TH CENTURY

Saint Michael

oil on panel

26.3 x 9.4cm (10 3/8 x 3 11/16in).

£8,000 - 12,000

€10,000 - 15,000

US\$13,000 - 19,000



24

**ATTRIBUTED TO HANS ASPER
(ZÜRICH 1499-1571)**

Portrait of a gentleman, bust-length, in a black tunic with an embroidered white collar
oil on paper laid down on panel
31.6 x 22.3cm (12 7/16 x 8 3/4in).

£7,000 - 10,000

€8,900 - 13,000

US\$11,000 - 16,000

Provenance

Sale, Christie's, London, 9 July 2008, lot 194

An old inscription on the reverse of the panel identifies the sitter as a Jacobus Rimmer of Basel. This location would be appropriate stylistically but the initials 'I M' on the brooch of the sitter's hat would suggest otherwise. The inscription also suggests that the sitter was an *eques auratus* suggesting that he was a Knight of the Golden Spur.

At the time of the 2008 sale, Dr Kurt Löchner suggested a date of circa 1520 for the present portrait, based on the style of the beret with slashed brim and the collarless embroidered shirt. He also commented that the gold chains, gold head-piece and the gold jewel on the hat with the initial 'I M' would make the sitter likely to be a member of the aristocracy.

OTHER PROPERTIES

25

HIERONYMUS GALLE THE ELDER (ANTWERP 1625-1679)

Roses, tulips, morning glory and other flowers in an urn on a stone ledge

oil on canvas

66.8 x 54.7cm (26 5/16 x 21 9/16in).

£20,000 - 30,000

€25,000 - 38,000

US\$32,000 - 48,000

Provenance

Henry Rogers Broughton, 3rd Lord Fairhaven, Anglesey Abbey,
Cambridge

With Rafael Valls, London, where purchased by the present owner in
1989

A later repetition of this composition was offered at Sotheby's, New
York, 27 January 1999, Lot 114 as Manner of Hieronymus Galle.

Galle was known to have been influenced by Daniel Seghers, but,
unlike Seghers, who generally bathed his flowers in full light, Galle's
works more typically employed an animated play of light and shade.
About 15 signed and dated paintings executed between 1643 and
1680 are known.

We are grateful to Fred Meijer of the RKD for confirming the attribution
to Hieronymus Galle the Elder from colour photographs.





26

26

JAN PORCELLIS
(GHENT 1584-CIRCA 1632 ZOETERWOUDE)

Shipping in a stormy sea
oil on panel
47.7 x 62.8cm (18 3/4 x 24 3/4in).

£10,000 - 15,000
€13,000 - 19,000
US\$16,000 - 24,000

27 W

JOHANN ALEXANDER THIELE
(ERFURT 1685-1752 DRESDEN)

Capricci views of the Lower Danube
a pair, oil on canvas
89.9 x 123.5cm (35 3/8 x 48 5/8in). (2)

£20,000 - 30,000
€25,000 - 38,000
US\$32,000 - 48,000





28 W

PIETER NASON (AMSTERDAM 1612-1688 THE HAGUE)

Portrait of Crown Prince Wilhelm Heinrich of Brandenburg, three-quarter-length, in armour
signed and dated 'P Nason.F/1678' (lower right)

oil on canvas

120.5 x 80.4cm (47 7/16 x 31 5/8in).

£6,000 - 8,000

€7,600 - 10,000

US\$9,600 - 13,000

Provenance

Sale, Sotheby's, London, 8 December 1993, lot 36

Sale, Bruun Rasmussen, Copenhagen, 23 May 1995, lot 146



29

**ABRAHAM LAMBERTSZ. JACOBZ. VAN DEN TEMPEL
(LEEWARDEN 1622-1672 AMSTERDAM)**

Portrait of a gentleman, bust-length, in a black tunic with a white collar

signed and indistinctly dated 'A.v.Tempel/16**' (upper right)

oil on canvas

51.5 x 43.6cm (20 1/4 x 17 3/16in).

£6,000 - 8,000

€7,600 - 10,000

US\$9,600 - 13,000

AFTER MARINUS VAN REYMERSWAELE, 17TH CENTURY

The Misers

oil on panel

90.2 x 73cm (35 1/2 x 28 3/4in).

£25,000 - 35,000**€32,000 - 44,000****US\$40,000 - 56,000****Provenance**

Major Molyneux Williams, Penbedw Hall, Denbighshire
 William Robert Maurice Wynne Esq, (1840-1909) of Peniarth,
 Merioneth, by 20th March 1885 (label on reverse)
 Colonel John Williams-Wynne, DSO, of Peniarth, Tywyn, Gwynedd,
 Wales and thence by descent through the family

The present painting is one of many versions of a subject that clearly enjoyed considerable popularity in the sixteenth and seventeenth centuries. It has been suggested that they may reflect a lost original by Jan van Eyck which was seen by Marcantonio Camillo and Niccolo Lampognano in Milan in circa 1520. These were in turn influenced by Quinten Metsys's celebrated double-portrait of *A Moneychanger and his wife* of 1514, now in the Louvre. The most probable source of the original design, however, is now thought to be the celebrated *Tax Gatherers* by Marinus van Reymerswaele (circa 1490-circa 1567), now in the National Gallery, London. Although little is known about Reymerswaele's life and he is not recorded as a master there, his known work corresponds closely to Antwerp painting of the early 16th century and especially to Metsys. As Silver argues in his 1984 article, it is quite possible that Reymerswaele's original and its derivations may reflect a lost prototype by Metsys, in whose name so many other examples have long been exhibited (see: L. Silver, *The Paintings of Quinten Massys*, Oxford 1984, p. 211).





31

**FRANCESCO DEL BRINA
(ACTIVE FLORENCE, 1540-1585)**

The Madonna and Child
oil on panel
86.5 x 63.2cm (34 1/16 x 24 7/8in).

£15,000 - 20,000
€19,000 - 25,000
US\$24,000 - 32,000

Provenance

Sale, Phillips, London, 6 December 1994, lot 55, where purchased by
the present owner



32

**WORKSHOP OF LORENZO COSTA
(FERRARA CIRCA 1460-1533 MANTUA)**

Three figures with the head of John the Baptist(?)

oil on panel

61.2 x 42.5cm (24 1/8 x 16 3/4in).

£10,000 - 15,000

€13,000 - 19,000

US\$16,000 - 24,000



33 ^W

JOHN HOPPNER, R.A. (LONDON 1758-1810)

Portrait of a lady, probably Hyacinthe, Marchioness of Wellesley (1766-1816), three-quarter-length, in a white dress with an ermine-lined cloak, standing before a column
oil on canvas

127 x 101.2cm (50 x 39 13/16in).

£12,000 - 18,000

€15,000 - 23,000

US\$19,000 - 29,000

Provenance

Mrs Farnsworth

Sale, Sotheby's, London, 12 March 1980, lot 153

An actress at the Palais Royal, Hyacinthe-Gabrielle Roland was the mistress of Richard Wellesley, 1st Marquess Wellesley (1760-1842), the 1st Duke of Wellington's elder brother. After having three sons and two daughters they later married in 1794. Wellesley moved her to London, where Hyacinthe was generally miserable, as she never learned English and was scorned by high society.



34

CIRCLE OF THOMAS HICKEY (DUBLIN 1741-1824 MADRAS)

Portrait of an Indian gentleman, half-length, in a turban

oil on canvas

60.8 x 50.5cm (23 15/16 x 19 7/8in).

£8,000 - 12,000

€10,000 - 15,000

US\$13,000 - 19,000

35^W

**BONIFAZIO DE' PITATI, CALLED BONIFAZIO VERONESE
(VERONA CIRCA 1487-1553 VENICE), AND STUDIO**

The Adoration of the Shepherds

oil on canvas

109.5 x 154cm (43 1/8 x 60 5/8in).

unframed

£50,000 - 70,000

€63,000 - 89,000

US\$80,000 - 110,000

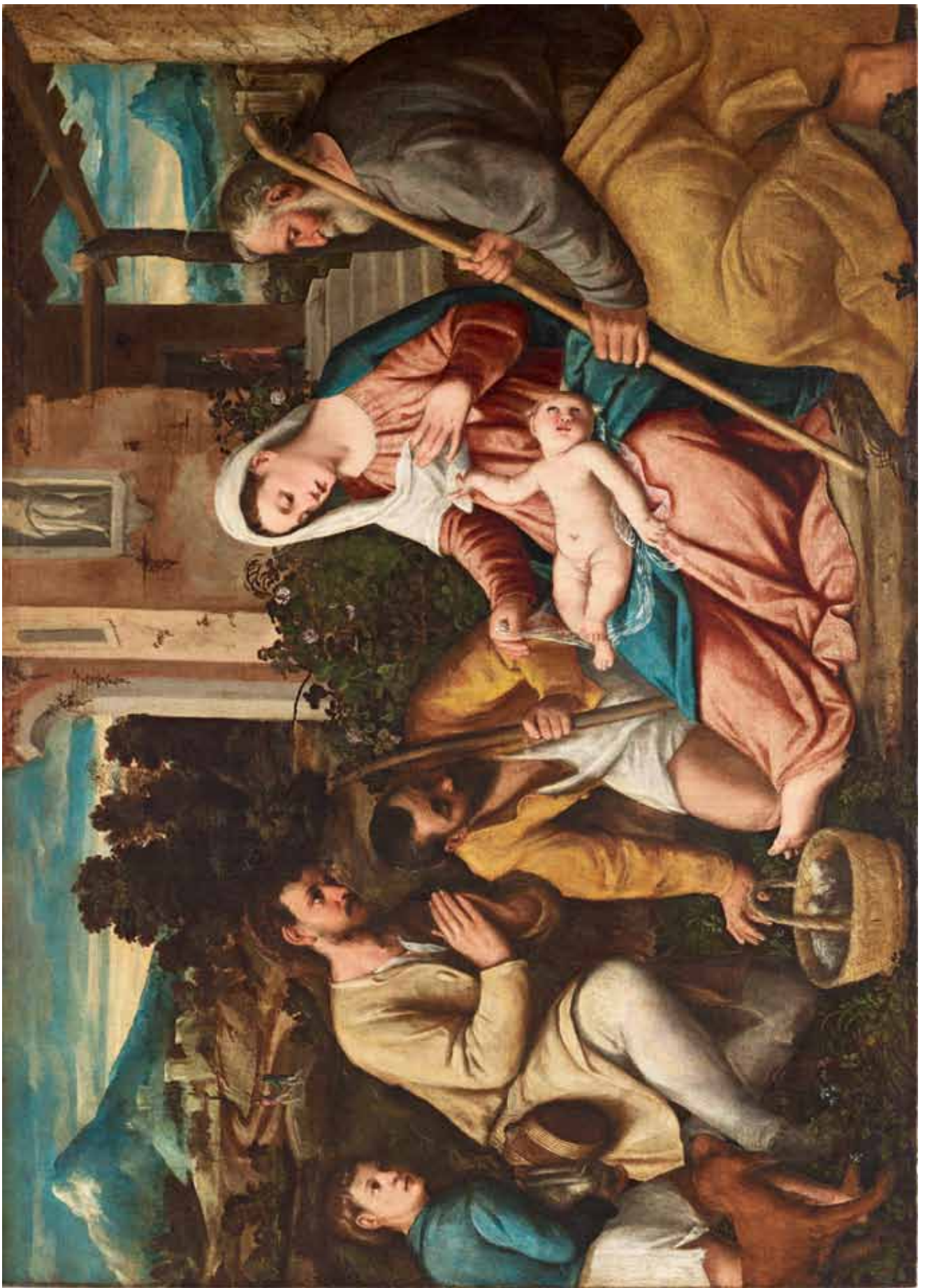
Provenance

The Giovanelli Collection, Venice

Purchased by the present owner's father in 1934

Two works by Bonifazio are recorded in the Giovanelli collection, one of which is the large *Sacra Conversazione* from the Kress Collection now in Columbia Museum of Art. A further, weaker version of this composition is in the Staatsgalerie, Stuttgart.

We are grateful to Professor Peter Humfrey for confirming the attribution of the present painting upon inspection of colour photographs. He has suggested a possible date of 1543-4 and compares it to Bonifazio de' Pitati's *Adoration of the Magi* for the Palazzo dei Camerlenghi and now in the Galleria dell'Accademia, Venice (no. 287). He is planning to include it in his forthcoming catalogue *raisonné* on the artist, due to be published in 2015 in conjunction with Phillip Cottrell.





36W

GASPAR DE CRAYER (ANTWERP 1584-1669 GHENT)

Saint Dorothea with an angel
oil on canvas
239 x 176.6cm (94 1/8 x 69 1/2in).

£18,000 - 25,000
€23,000 - 32,000
US\$29,000 - 40,000

Provenance

Possibly the Count of Mailly-Nesle, Marquis de Rubempre, Prince d'Orange who left it to his only daughter who married Duke Louis d'Arenberg

The Property of a member of the royal house of Wittelsbach, sale, Sotheby's Amsterdam, 17 December 2008, lot 16

Literature

R. Marggraff, *Katalog der alteren königlichen Pinakothek zu München*, Munich, 1872, p. 273, cat. no. 1395



37W

**WORKSHOP OF JOACHIM BEUCKELAER
(ANTWERP CIRCA 1530-CIRCA 1573)**

A fruit and vegetable market
oil on canvas
196.5 x 254.5cm (77 3/8 x 100 3/16in).
unframed

£20,000 - 30,000
€25,000 - 38,000
US\$32,000 - 48,000

Three other versions of this composition, ascribed to Beuckelaer, are known: in the Musée des Beaux Arts, Valenciennes, in the Staatliche Museen, Kassel and on the Paris art market, 1965.

Identified by the large basket of roses, Saint Dorothea of Caesarea forms the subject of the present painting. She is listed in the enormously influential *Martyrologium Hieronymianum* although no information is given other than the day of her martyrdom, the place it occurred, her name and that of Theophilus.

Saint Dorothea was a 4th Century resident of Caesarea, Cappadocia, and the apochryphal account of her martyrdom recounts that she was forced to take a husband but she refused on the grounds that she already considered Christ her bridegroom. She was tortured by the governor and ordered to be executed. On the way to her execution a young lawyer, Theophilus, asked that she send him some fruits from 'the garden' she believed she was soon to enter. After her death an angel presented him with a basket of roses and apples which convinced him to convert to Christianity and he himself was later martyred.

Saint Dorothea with an angel is a mature work by de Crayer of the 1640s. A comparable painting of this period, of similar subject and dimensions, can be found in his *Saint Apolline* now in the Musée Royaux des Beaux-Arts, Brussels.

At the time of the 2008 sale, the attribution to de Crayer was confirmed by Prof. Dr. Hans Vlieghe on the basis of a photograph. He also suggested a date of the 1640s.



(recto)

38

**ADRIAEN THOMASZ. KEY
(ANTWERP CIRCA 1544-CIRCA 1589)**

Portrait of a donor (*recto*); and An Archangel (*verso*)
oil on panel, double-sided, a fragment
59.8 x 49.3cm (23 9/16 x 19 7/16in).

£10,000 - 15,000

€13,000 - 19,000

US\$16,000 - 24,000

This panel is a fragment from a large altarpiece. The Archangel on the reverse is by another hand.



(verso)



39

**CIRCLE OF JOOS VAN CLEVE
(CLEVE CIRCA 1485-CIRCA 1540 ANTWERP)**

Christ as Salvator Mundi
oil on panel

51.7 x 36.2cm (20 3/8 x 14 1/4in).

£5,000 - 7,000

€6,300 - 8,900

US\$8,000 - 11,000

Provenance

Sale, Christie's, London, 14 December 1979, lot 32

Sale, Christie's, London, 4 July 2007, lot 6 (as The Property of a Gentleman)

Joos van Cleve and his workshop painted a number of versions of the present composition, of which the prime version is regarded as the work in the Louvre, Paris. Van Cleve's composition appears to be influenced by Quinten Metsys's diptych of *The Virgin in Prayer* and *Salvator Mundi* in the Koninklijk Museum voor Schone Kunsten, Antwerp, which in turn was derived from the work of Jan van Eyck.

40

**THE MASTER OF SAN JACOPO A MUCCIANA
(ACTIVE FLORENCE, CIRCA 1400)**

The Madonna and Child with Saints John the Baptist, Catherine of Alexandria, Anthony Abbott and James the Greater
tempera on gold ground panel in an integral frame, arched top
72 x 37.2cm (28 3/8 x 14 5/8in).

£60,000 - 80,000

€76,000 - 100,000

US\$96,000 - 130,000

Provenance

The Collection of Sir Thomas and Lady Merton, Berkshire
With Agnews, London
Where purchased by the present owner's mother in the late 1960s

Literature

A. Scharf, *Supplement to the Catalogue of Pictures and Drawings from the Collection of Sir Thomas Merton*, London, 1950, ill.

Richard Offner was the first to identify the group of paintings given to 'The Master of San Jacopo a Mucciana' in the sale catalogue of Parke-Bernet Galleries, New York (the Property of Henry P. McIlhenny, Philadelphia, and Mrs John Wintersteen, Germantown, Pa., 5-7 June, 1946, lot 149). In his note on the lot, Offner places the artist in Florence circa 1400 and described him as following 'in the main stream of Florentine evolution and specifically in the wake of the great school of Orcagna'. The group has since been added to by Federico Zeri (see 'La mostra 'Arte in Valdelsa' a Certaldo', in *Bollettino d'Arte*, Vol. XLVIII, p. 247) and Miklos Boskovits (see *Pittura Fiorentina alla vigilia del Rinascimento, 1370-1400*, Florence 1975, p. 238, under note 164).

The two principal works on which this master's *oeuvre* has been constructed both have very distinctive punchwork and decoration in both the costume and background. The eponymous altarpiece, previously in the church of San Jacopo in Mucciana and now in the church of San Martino in Argiano, shows similar elaborate punchwork in the haloes and the floral motif used on the Virgin's throne is very close to that used in the lower foreground of the present painting. The coronet decoration of the Virgin's robes also appears in many works by the same hand including that offered in New York in 1946, when Offner first identified the group of works by the master. The distinctive features of the Virgin, with her long face, straight nose and narrow mouth, along with those of the Christ child further serve to place this beautifully preserved picture firmly within the *oeuvre* of the artist.

The attribution to the Master of San Jacopo a Mucciana was confirmed by Everett Fahy when the painting was bought from Agnews by the present owner's mother.





41

**FRANCESCO ANTONIO SIMONINI
(PARMA 1686-1753)**

Elegant figures in a carriage giving alms to peasants by a castle, in an open landscape
oil on canvas
51.8 x 63.9cm (20 3/8 x 25 3/16in).

£18,000 - 25,000

€23,000 - 32,000

US\$29,000 - 40,000

Provenance

The Pardo Collection, Paris

Sale, Christie's, London, 19 April 1996, lot 219, where purchased by the present owner

Literature

E. Martini, *La Pittura del Settecento*, Udine, 1981, ill. fig. 210



42 ^W

FRENCH CARAVAGGIST MASTER, 17TH CENTURY

Saint Sebastian tended by Saint Irene

oil on canvas

101 x 127.5cm (39 3/4 x 50 3/16in).

£18,000 - 25,000

€23,000 - 32,000

US\$29,000 - 40,000

A version of the present composition, ascribed to the studio of Bigot, was offered at Hotel Drouot, Paris, 27 November 1998, lot 33.



43

ELIAS VAN DEN BROECK
(ANTWERP 1649-1708)

Fritillaries, a chrysanthemum, poppies and other flowers entwined around an urn with a dragonfly signed 'E**s Den/ B**ck' (on plinth, lower left) and bears inventory numbers '55' (lower left) and '628' (lower right)

oil on canvas

39.2 x 32.5cm (15 7/16 x 12 13/16in).

unframed

£6,000 - 8,000

€7,600 - 10,000

US\$9,600 - 13,000



44

CORNELIS DE HEEM
(LEIDEN 1631-1695 ANTWERP)

A *roemer* of white wine with a peeled lemon, grapes and oysters on a draped table-top
 bears inventory no. '2.' (lower left)
 oil on canvas
 51.1 x 64.3cm (20 1/8 x 25 5/16in).
 unframed

£10,000 - 15,000
 €13,000 - 19,000
 US\$16,000 - 24,000

We are grateful to Fred Meijer of the RKD for confirming the attribution of the present painting to Cornelis de Heem and for dating it to the 1670s or early 1680s from colour photographs.



45

**GIOVANNI MIGLIARA
(ALESSANDRIA 1785-1837 MILAN)**

The Temple of Karnak, Luxor; and An architectural *capriccio* with a porch
a pair, oil on board
20.4 x 16.8cm (8 1/16 x 6 5/8in). (2)

£10,000 - 15,000

€13,000 - 19,000

US\$16,000 - 24,000

Provenance

Sale, Sotheby's, London, 7 July 1999, lot 623

Sale, Sotheby's, Olympia, 9 July 2002, lot 450

Sale, Sotheby's, Olympia, 20 April 2004, lot 399, where purchased by the present owner



46

**WYBRAND HENDRIKS
(AMSTERDAM 1744-1831 HAARLEM)**

Portrait of a boy, three-quarter-length, in a red coat, holding a letter; and Portrait of a young girl, three-quarter-length, in a gold dress with a blue sash, holding a box with a small letter the former signed 'W.Hendriks/Pinxt' (lower left) and the latter signed 'W/Hendriks/pinxt' (lower left)
a pair, oil on canvas
43.5 x 36.2cm (17 1/8 x 14 1/4in). (2)

£6,000 - 8,000
€7,600 - 10,000
US\$9,600 - 13,000



Provenance

Sale, Helbing, Munich, 1 March 1896, Lot 894 (according to the Witt library)

The identity of the children in the present pair of portraits is revealed by the letters they each hold in their hands. The young girl clutches a folded letter on which it is just possible to read 'mevrouw mevroux/ Aitzma/ gebooren Haksteen/ Batavia' and the one in the boy's hands reads '***** Heer/ Myn Heer/ D J van Aitsm*/ Baljuw in Batavia'. A David Julius Aitsma is recorded as arriving in Batavia, from Bolsward in Friesland, in 1746 and he then followed various professions, beginning first as an *onderkoopman* (sub merchant venturer) and then as a *schepen* (member of the town council). He is also mentioned as a member of the Council of Justice in 1764 and in 1770 he was appointed as first administrator of a sugar warehouse. From 1776 until his death he served as a *baljuw* (bailiff). Given that the letter held by the young boy is inscribed 'baljuw', it can be assumed that these paintings date to between 1776 and 1784, the year that David Julius died. After his arrival in Batavia he married Susanna Haksteen, the name which appears on the little girl's letter.

The children depicted in these two portraits are presumably those of Susanna Haksteen and David Julius Aitsma. They probably lived in the Netherlands as there is no record of Wybrand Hendriks ever visiting the Dutch East Indies.

LUCAS CRANACH THE YOUNGER
(WITTENBERG 1515-1586 WEIMAR)

Portrait of Prinz Joachim Ernst von Anhalt;
 and Portrait of Prinzessin Agnes Gräfin von Barby
 a pair, oil on panel
 22.6 x 14.2cm (8 7/8 x 5 9/16in). (2)

£60,000 - 80,000
 €76,000 - 100,000
 US\$96,000 - 130,000

Provenance

The collection of Monsieur B. Narischkine
 His sale, Paris, Galerie George Petit, 5 April 1883, lots 43 and 44 (as
 German School, 16th Century)

The Anhalt family, after the Electors of Saxony, were one of Cranach the Younger's most active patrons. He painted the impressive full-length portraits of Prince Joachim Ernst and his first wife Agnes von Barby in 1563 (now in the Kulturstiftung DessauWörlitz, Dessau; see and the Prince later appears in the background of Cranach's epitaph painting of *The Last Supper* for his uncle, Joachim I of Anhalt, whom Joachim Ernst succeeded as ruler of Anhalt-Dessau (now in the Dorfkirche, Dessau-Mildensee). The present pair of portraits was clearly a more intimate commission, perhaps forming part of a small altarpiece for private devotion. The couple married in 1560 and had six children together but by 1569 Agnes had died. A further painting by Cranach, commissioned by the Prince the following year in memory of his late wife, is in the church in Nienburg. In this the Princess appears to the right of the Crucifixion with their four daughters and the Prince is on the left with their two sons.

The sitters appear slightly younger in the present portraits than they do in the 1563 pair in Halle, suggesting that perhaps these were a commission from early on in their marriage or possibly on the occasion of their marriage.

We are grateful to Professor Dieter Koeplin for confirming the attribution to Lucas Cranach the Younger upon firsthand inspection of the pictures themselves.





48

WILLEM GABRON (ANTWERP 1619-1678)

A still life of a pewter-mounted stoneware jug, an overturned *roemer*, a broken roll of bread, a candle in a brass stand, a glass beaker of beer, a pewter dish with fish and a knife with ivory handle on a draped table-top
oil on panel
62.6 x 50.6cm (24 5/8 x 19 15/16in).

£8,000 - 12,000
€10,000 - 15,000
US\$13,000 - 19,000

Provenance

With Douwes Fine Art, Amsterdam

Literature

N.R.A. Vroom, *A Modest Message*, Schiedam, 1980, vol. II, p. 54, no. 261, ill. (as location unknown)

The present work dates to the artist's early period during the 1640s, when he was included in the guild as a master. During the early part of the artist's career in Antwerp, he endeavoured to attach himself with the Haarlem tradition. Later it seems he spent considerable time in Italy, especially in Rome, this is manifested in his later works which show a more colourful imagery.



49

CIRCLE OF PAULUS MOREELSE (UTRECHT 1571-1638)

Venus and Adonis

oil on panel

29.8 x 43.5cm (11 3/4 x 17 1/8in).

£5,000 - 7,000

€6,300 - 8,900

US\$8,000 - 11,000



50 *

FLEMISH SCHOOL, CIRCA 1600

The Madonna and Child

oil on copper

27.2 x 21cm (10 11/16 x 8 1/4in).

£6,000 - 8,000

€7,600 - 10,000

US\$9,600 - 13,000

The present composition follows on in the styles of Jan Gossaert (1478-1532) and Bernard van Orley (1487-1541)



51

**CIRCLE OF JAN GOSSAERT, CALLED MABUSE
(?MAUBEUGE CIRCA 1478-1532 ANTWERP)**

Tarquin and Lucretia

oil on panel

44.2 x 31.2cm (17 3/8 x 12 5/16in).

£5,000 - 7,000

€6,300 - 8,900

US\$8,000 - 11,000

The present composition is one of several versions painted in the style of Gossaert; one of which was offered in these rooms, 5 December 2012, lot 88.

**GIOVANNI BATTISTA SALVI, CALLED IL SASSOFERRATO
(SASSOFERRATO 1609-1685 ROME)**

The Madonna in prayer
oil on canvas
65.1 x 50.1cm (25 5/8 x 19 3/4in).

£50,000 - 70,000

€63,000 - 89,000

US\$80,000 - 110,000

The Madonna in Prayer was by far the most popular, and therefore most often repeated subject, by the Roman painter Giovanni Battista Salvi, called 'il Sassoferrato', and it is for this that he is now best known. Having initially trained in the workshop of the Bolognese painter, Domenichino, it was Guido Reni and above all Raphael to whom Sassoferrato then turned for inspiration. The vast majority of his works were intended for private devotion and the sheer number of paintings of the present subject by the artist attests to its popularity in mid 17th Century Italy when there was a huge upsurge in interest surrounding the cult of the Virgin.

The present work, still beautifully preserved, is a relatively amplified version of this particular compositional type, the source for which can be found in the drawing, squared for transfer, now in the Collection of Her Majesty the Queen (inv. 6053). While numerous versions exist of this particular composition of the Madonna with her head tilted to the left, eyes cast down and her hands clasped in prayer, many of these variants show the Virgin bust-length with only the top of her hands visible. Those depicting her half-length, as is the case here, are relatively rare with only five or six known to Professor Mace de Lepinay (one example is that offered at Christie's New York, 31 January, 1997, lot 197, which has a window looking on to a landscape in the background).

We are grateful to Professor François Mace de Lepinay for confirming the attribution to Sassoferrato on the basis of a colour photograph (private communication 3 June 2014).





53

DAVID MORIER
(BERN 1705-1770 LONDON)

Equestrian portrait of John Jeffreys
 inscribed 'John Jeffreys Esqr. Guidon & Captain, of the Horse
 Grenadier Guards 1751' (lower right)
 oil on canvas
 113.7 x 91.3cm (44 3/4 x 35 15/16in).

£8,000 - 12,000
€10,000 - 15,000
US\$13,000 - 19,000

John Jeffreys received his first appointment by warrant as Troop Quartermaster, 3rd Regiment of Horse, 8 September 1739; commissioned as Sub-Lieutenant and Adjutant, 1st Troop of Horse Grenadier Guards, 10 May 1740; Sub-Lieutenant, 6 April 1744 (when he relinquished the appointment of Adjutant); Guidon and Captain, 25 April 1751; Lieutenant and Captain, 13 September 1754; Major, 29 March 1762. He retired, 23 March 1764.

The Horse Grenadiers, of which there were two troops, were part of what today would be called the Household Cavalry. The four troops of Horse Guards, occasionally referred to as Life Guards, were senior to the Horse Grenadiers and the six troops collectively made up the sovereign's mounted bodyguard. The 3rd and 4th troops of Horse Guards were abolished in 1746.

David Morier thrived under the patronage of the Duke of Cumberland, the effective commander-in-chief of the British Army, producing equestrian portraits of his patron and other senior officers, as well as his commission in 1748 to create the Grenadier paintings, which documented the uniforms and equipment of each of the 49 regiments.



54

PIETER CORNELIUS VERBEECK
(HAARLEM CIRCA 1610-CIRCA 1654)

A stable boy saddling a grey horse

oil on panel

44.9 x 34.5cm (17 11/16 x 13 9/16in).

£5,000 - 7,000

€6,300 - 8,900

US\$8,000 - 11,000



55^W

**ATTRIBUTED TO LUIS TRISTÁN DE ESCAMILLA
(TOLEDO CIRCA 1587-1624)**

Mater Dolorosa

oil on canvas

152.7 x 119.3cm (60 1/8 x 46 15/16in).

unframed

£10,000 - 15,000

€13,000 - 19,000

US\$16,000 - 24,000



56 W

**CIRCLE OF JUAN DE VALDES LÉAL
(SEVILLE 1622-1690)**

Saint Sebastian tended by an angel
oil on canvas
180.8 x 134cm (71 3/16 x 52 3/4in).

£15,000 - 20,000
€19,000 - 25,000
US\$24,000 - 32,000



57 W

**STUDIO OF BARTOLOMEO BIMBI
(SETTIGNANO 1648-1730 FLORENCE)**

Pears of June and July; and Pears of August
a pair, oil on canvas
101.5 x 125.2cm (39 15/16 x 49 5/16in). (2)

£80,000 - 120,000
€100,000 - 150,000
US\$130,000 - 190,000

Provenance

Private Collection, Florence
Sale, Dorotheum, Vienna, 14 October 2008, lot 14
Sale, Porro, Milan, 21 October 2009, lots 54 and 55

Exhibited

Travelling exhibition: 10 November 2006 - 13 January 2008
Muscarelle Museum of Art, College of William and Mary, Williamsburg
Museum of Fine Arts, St. Petersburg, Florida
Memorial Art Gallery of Rochester, New York
Museum of Fine Arts, Santa Fe, New Mexico
Chasen Museum of Art, University of Wisconsin, Madison, Wisconsin
The Hyde Collection, Glen Falls, New York

The present paintings are excellent examples of *campionari* of fruit. They are less a rigorous scientific illustration of nature, of the type established by Ligozzi, but more intended to demonstrate to a patron the richness of his lands. Grand Duke Cosimo III commissioned Bimbi himself to execute a group of these *frutterie* for his *casino*, *La Topaia*, at his villa of Castello. One example of these is his signed and dated 'portrait' of cherries of 1699 now in Gallerie Fiorentine. The closest in type to the present pair of paintings is the large *Campionario di frutta di luglio* now in the Museo di Capodimonte, Naples. The latter work is unsigned but shows a very similar grouping of fruit on large platters, a discrete key of the fruit types, and other decorative peripheral objects.





58

**MARTIN MYTENS
(THE HAGUE 1648-1736 STOCKHOLM)**

Portrait of a boy, three-quarter-length, standing beside a rock, his hand resting on the hilt of his sword; and Portrait of a boy, three-quarter-length, in red costume holding a spear, with a hound former signed and dated '***M**': Mytens: f:/ 1667' (on rock, lower left); the latter signed and dated '*: Mytens/ ** 1667' (lower right)
a pair, oil on panel
39.3 x 32.3cm (15 1/2 x 12 11/16in). (2)

£15,000 - 20,000
€19,000 - 25,000
US\$24,000 - 32,000



59

**HARMEN LOEDING
(LEIDEN CIRCA 1637-1673)**

A still life of crayfish and roses on a pewter plate, grapes, a *roemer*, a tall glass beaker of red wine, a partly peeled lemon, an overturned pewter cup and a butterfly on a green cloth draped on a marble ledge bears signature 'AB Mignon' (AB in ligature, on ledge, lower left)
oil on canvas
55.3 x 47cm (21 3/4 x 18 1/2in).

£20,000 - 30,000
€25,000 - 38,000
US\$32,000 - 48,000

Provenance

Acquired by the present owner's family prior to 1955, and thence by descent through the family

Loeding was part of Jan Davidsz. de Heem's wide circle: his early works are economically composed and are reminiscent of the paintings of Willem van Aelst, Isaac Denies and Isaac van Kipshaven. His signature was often removed in order to pass his works off as de Heem.

We are grateful to Fred Meijer of the RKD for confirming the attribution to Harmen Loeding from colour photographs.





60^W

AGOSTINO CIAMPELLI
(FLORENCE 1578-1640 ROME)

The Martyrdom of Saint Thomas Becket
 oil on canvas, transferred from panel
 101.5 x 158cm (39 15/16 x 62 3/16in).

£8,000 - 12,000

€10,000 - 15,000

US\$13,000 - 19,000



61^W

GASPARE DIZIANI
(BELLUNO 1689-1767 VENICE)

David with the head of Goliath before Saul
oil on canvas
117.5 x 177.5cm (46 1/4 x 69 7/8in).

£15,000 - 20,000
€19,000 - 25,000
US\$24,000 - 32,000

SEBASTIANO RICCI
(BELLUNO 1659-1734 VENICE)

An angel and mule from The Flight into Egypt
 oil on canvas
 79.5 x 63.2cm (31 5/16 x 24 7/8in).

£30,000 - 50,000

€38,000 - 63,000

US\$48,000 - 80,000

Provenance

With Agnew's, London, 1968 (cat. no. 13)
 Where purchased by the present owner's mother

Literature

J. Daniels, *Sebastiano Ricci*, Hove, 1976, p. 84, cat. no. 285, p. 114, no. 409
 J. Daniels, *L'opera completa di Sebastiano Ricci*, Milan, 1976, cat. no. 283, ill.
 F. Romei, P. Tosini, *Collezioni veneziane nelle foto di Umberto Rossi. Dipinti e disegni dal XIV al XVIII secolo*, Naples, 1995, pp. 258-9, ill.
 A. Scarpa, *Sebastiano Ricci*, Milan, 2006, no. 569 (as whereabouts unknown)

The present painting is an autograph version of the right-hand section of Ricci's *Flight into Egypt*, formerly on loan to the Museum of Fine Arts, Springfield.

The existence of several copies both of the full painting, formerly at Springfield, and of the right-hand section attest to the popularity of the present composition (at the Raleigh Museum, North Carolina and with the Schaeffer Galleries, New York 1973 respectively). Jeffrey Daniels suggests that the Springfield *Flight into Egypt* dates to Ricci's English period and notes the close similarities between it and the painting of the same subject at Chatsworth. The figure of Joseph in the Springfield work is closely related to that in the Chatsworth painting and the Virgin is of the same facial type particularly associated with Ricci's English period. These stylistic similarities along with the English provenance of the Chatsworth painting further support the dating of the whole composition, and therefore this work, to Ricci's time in England (circa 1712-1716).





63

FILIPPO LAURI (ROME 1623-1694)

Bacchanale

oil on canvas

47 x 71.5cm (18 1/2 x 28 1/8in).

£15,000 - 20,000

€19,000 - 25,000

US\$24,000 - 32,000

Provenance

Private Collection, Rome

Literature

D. Bodart, *Les Peintres des Pays-Bas Méridionaux et de la Principauté de Liège à Rome au XVII^e siècle* Brussels/Rome, 1970, vol I, p. 176, ill., vol II, pl. XLVIII, fig. 74

The present work is an autograph repetition of the signed painting of 1645 by Lauri sold at Sotheby's, Paris, 19 June 2007, lot 8 (for EUR60,000).



64

BOLOGNESE SCHOOL, CIRCA 1700

Figures Bathing in an Italianate landscape
oil on canvas
71.2 x 92.5cm (28 1/16 x 36 7/16in).

£6,000 - 8,000

€7,600 - 10,000

US\$9,600 - 13,000

65 *W

JOHANN CARL LOTH (MUNICH 1632-1698 VENICE)

Venus and Adonis

oil on canvas

124.2 x 175.9cm (48 7/8 x 69 1/4in).

£20,000 - 30,000

€25,000 - 38,000

US\$32,000 - 48,000

Provenance

Sale, Sotheby's, New York, 2 December 1976, Lot 16

An apprentice of his father in Munich, Johann Carl Loth came into early contact with 17th century Roman painting before himself moving to Rome some time after 1653. He then worked in Venice where his style became noticeably influenced by Pietro Liberi, Giovanni Battista Langetti and Antonio Zanchi. From an early stage in his career his figures received a painterly look through a tenebrist emphasis on shade.





66

**CHARLES FRANÇOIS GRENIER LACROIX,
CALLED LACROIX DE MARSEILLES (PARIS 1700-1782 BERLIN)**

A moonlit Mediterranean sea port with figures surrounding a fire

oil on canvas

34.3 x 42.5cm (13 1/2 x 16 3/4in).

£8,000 - 12,000

€10,000 - 15,000

US\$13,000 - 19,000



67

**ATTRIBUTED TO GOFFREDO WALS
(COLOGNE CIRCA 1595-CIRCA 1638)**

An Italianate landscape with figures conversing in the foreground
oil on copper

20 x 28.2cm (7 7/8 x 11 1/8in).

£7,000 - 10,000

€8,900 - 13,000

US\$11,000 - 16,000

The present composition can be favourably compared to Goffredo Wals's *Landscape with Christ and Saint John the Baptist*, in the National Gallery of Scotland (oil on copper, *tondo*, 28.5cm diameter).

68 *W

**JAN FRANS VAN BLOEMEN, CALLED ORIZZONTE
(ANTWERP 1662-1749 ROME)**

An Italianate landscape with classical figures
oil on canvas laid down on metal
100.2 x 138cm (39 7/16 x 54 5/16in).

£30,000 - 50,000

€38,000 - 63,000

US\$48,000 - 80,000

The present work is comparable to some of Orizzonte's more ambitious commissions of the late 1730s when he collaborated with Placido Costanzi, who painted some of the larger figures that populated his landscapes.





69

**STUDIO OF FRANCESCO SOLIMENA
(CANALE DI SERINO 1657-1747 BARRA DI NAPOLI)**

An Allegory of Summer

oil on canvas

53.2 x 101.1cm (20 15/16 x 39 13/16in).

£18,000 - 25,000

€23,000 - 32,000

US\$29,000 - 40,000

Given the particularly elongated dimensions of the present work it is possibly one of a series of *sovrapposte* depicting the four seasons. It shows a composition that was clearly very much in demand from Francesco Solimena and his studio as attested by the number of versions in existence. Two of many works on a similar scale of this composition are: lot 212, at Sotheby's London, 23 April 1998, and lot 97 at Sotheby's New York, 17 October 1997 (previously given to Fedele Fischetti).



70

**ATTRIBUTED TO JACOPO CESTARO
(BAGNOLI IRPINO 1718-1778 NAPLES)**

Mater Dolorosa

oil on copper

27.2 x 21 cm (10 11/16 x 8 1/4in).

£5,000 - 7,000

€6,300 - 8,900

US\$8,000 - 11,000

71 ^W

**OTTMAR ELLIGER THE ELDER
(GOTHENBURG 1633-1679 BERLIN)**

A *roemer* in a garland of fruit and flowers
signed 'Ottomar Ellger.' (lower left)
oil on canvas
112.8 x 89.8cm (44 7/16 x 35 3/8in).

£50,000 - 70,000

€63,000 - 89,000

US\$80,000 - 110,000

Provenance

Sale, Paul Graupe, Berlin, 23 March 1936, lot 25
Private Collection, Germany
Sale, Lempertz, Cologne, 22 November 1973, lot 52
Sale, Koller, Zurich, 3 November 1995, lot 3001
Sale, Stuker, Bern, 12 November 1999, lot 180
Private Collection, Switzerland
With Koetser Gallery, Zurich 2004
Private Collection, UK

Exhibited

Kassel, Staatliche Gemäldesammlungen, 1973-1995 (on loan)
Kassel, Museum Schloss Wilhelmshohe (on loan)

Literature

E. Gemar-Koeltzch, *Holländische Stillebenmaler im 17. Jahrhundert*,
Lingen, 1995, vol. 2, no. 116/12, ill.





72

**PIETRO DANDINI
(FLORENCE 1646-1712)**

An Allegory of Justice
oil on canvas
75.3 x 60.2cm (29 5/8 x 23 11/16in).

£10,000 - 15,000
€13,000 - 19,000
US\$16,000 - 24,000

Provenance

Sale, Sotheby's, London, 8 December 1993, lot 126
Sale, Sotheby's, London, 20 April 1994, lot 133

Literature

S. Bellesi, *Catalogo dei Pittori Fiorentini del '600 e '700*, Florence, 2009, p. 126, pl. LXXIX



73

**GIUSEPPE PASSERI
(ROME 1654-1714)**

Portrait of a young girl, possibly from the Molara family, bust-length in a blue dress and holding a carnation, within a painted oval oil on canvas

65.2 x 50.2cm (25 11/16 x 19 3/4in).

bears inscription '-Spada-' (on the reverse, presumably transcribed from an earlier canvas)

£7,000 - 10,000

€8,900 - 13,000

US\$11,000 - 16,000

Provenance

Possibly the Spada Veralli Collection, Rome, until the end of the 18th Century (according to a previous early inscription on the reverse)

Literature

M. Natoli, *Donne di Roma dall'Impero Romano al 1860. Ritrattistica romana al femminile*, Rome, 2003, exh. cat., under no. 39

F. Petrucci, *Pittura di Ritratto a Roma. Il '600*, Rome, 2012, vol. II, p. 369. no. 1, vol. III, ill. p. 704, fig. 568

It may be that the present portrait was painted to commemorate either an impending wedding or an engagement as the young girl holds carnations, which are a symbol of innocent love. The identification of the sitter as a member of the Molara family is suggested by the presence of a distinctive scorpion brooch, the emblem of the family.

74 *

**FRANS DE MOMPER
(ANTWERP 1603-1660)**

A winter landscape with travellers on a track, a village and woodcutters
beyond

oil on panel

47.6 x 64.2cm (18 3/4 x 25 1/4in).

£20,000 - 30,000

€25,000 - 38,000

US\$32,000 - 48,000

Provenance

Sale, Phillips, London, 11 December 2001, lot 44, where purchased by
the present owner





75

**CIRCLE OF JACQUES DE STELLA
(LYONS 1596-1657 PARIS)**

The Madonna and Child
oil on canvas, *tondo*
diameter 74.4 cm (29 5/16 in)

£7,000 - 10,000

€8,900 - 13,000

US\$11,000 - 16,000



76

BOLOGNESE SCHOOL, 17TH CENTURY

The Penitent Magdalen

oil on copper

28.8 x 26.5cm (11 5/16 x 10 7/16in).

£5,000 - 7,000

€6,300 - 8,900

US\$8,000 - 11,000

**THOMAS GAINSBOROUGH, R.A.
(SUDBURY 1727-1788 LONDON)**

Portrait of an officer, traditionally identified as the future General James Wolfe (1727-1759), half-length, in military uniform with a scarlet coat with green facings and a yellow waistcoat with loops of lace, within a painted oval
oil on canvas
77.2 x 63.4cm (30 3/8 x 24 15/16in).

£120,000 - 180,000

€150,000 - 230,000

US\$190,000 - 290,000

Provenance

Said to have been painted for Wolfe's fiancé, Miss Katherine Lowther, daughter of Sir William Lowther, 1st Bt., and sister of William, 1st Earl of Lonsdale

Mr. Stultered, 1839

Mrs. Gibbons

Her sale, Christie's, London, 5 May 1883, lot 23 (215 gns. to the following)

Thomas Woolner, R.A.

Sale, Christie's, London, 18 May 1895, lot 113 (520 gns. to the following)

H. Noble Pym, Foxwold Chase, Brasted, Kent, and by inheritance to John Pym

Sale, Christie's, London, 14 June 1977, lot 107, as 'Portrait of a gentleman, apparently General Wolfe' (3,750 gns. to the following)

With Spink, London, 1978

The Collection of the late Caesar and Ruth Pinnau.

Exhibited

London, Grosvenor Gallery, 1888, no. 97.

Literature

G.W. Fulcher, *Thomas Gainsborough*, Sudbury, 1856, vol. I, p. 224; vol. II, p. 224

Sir W. Armstrong, *Gainsborough and his Place in English Art*, London, 1898, p. 204

B. Wilson, *The Life and Letters of James Wolfe*, London, 1909, p. 352, ill.

B. Wilson, 'Portraits and Relics of General Wolfe', in *Connoisseur*, 1909, p. 7, ill.

A.E. Wolfe-Aylward, *The Pictorial Life of Wolfe*, Plymouth, 1924, p. 85, ill.

E.K. Waterhouse, 'Preliminary Checklist of Portraits by Thomas Gainsborough', in *Walpole Society*, XXXIII, Oxford, 1953, p. 115

E.K. Waterhouse, *Gainsborough*, London, 1958, p. 96, no. 732 (as 'Bath Period: quite unlike the admitted portraits of Wolfe')

J. Kerslake, *National Portrait Gallery: Early Georgian Portraits*, London, 1977, p. 317, note 1

Born at Westerham Vicarage in Kent, James Wolfe was the eldest son of General Edward Wolfe. He entered the army in 1742, his first experience of battle being at Dettingen in 1744. As a major-general in 1759 he sailed with 9,000 men to Canada and was put in command of the expedition to capture Quebec. His death in the hour of victory on 13 September is commemorated in the famous painting by Benjamin West.

The tradition that the present portrait was commissioned by Wolfe's fiancé, Katherine Lowther is interesting since his love-life has been the subject of some attention. His first recorded romantic attachment was late in 1747 while recovering from a wound in Flanders. There he met Elizabeth Lawson, a niece of his brigade commander, Sir John Mordaunt, but his parents disapproved of the match and during his enforced absence in Scotland she lost interest in him. Wolfe evidently had some difficulty in accepting this fact which resulted in a serious falling out with his parents after which he proceeded to drown his sorrows in a prolonged bout of dissipation. Later, while visiting his uncle, Major Walter Wolfe in Dublin, James met an unnamed widow of an officer who had been killed at Fontenoy, and the close nature of their relationship is evident from the fact that she would later be lampooned by George (the future 1st Marquess) Townshend as Wolfe's 'Irish Venus'. Then in 1758, somehow, in the midst of the preparations for the Quebec expedition, Wolfe, during a brief period of leave at Bath, renewed his casual acquaintance with Katherine Lowther, sister of the Cumberland landowner, James Lowther, later Earl of Lonsdale. By the time he sailed for Canada he had proposed and been accepted by her. Unfortunately none of their presumed correspondence survives and it is therefore difficult to reconstruct the nature of their relationship. It may simply have been a typically hurried pre-embarkation affair but there are odd hints that Wolfe may have been under some pressure from his ailing parents to settle down and marry advantageously — particularly since the mysterious 'Irish Venus' was evidently still very much in the background. Katherine Lowther eventually married Harry Powlett, sixth Duke of Bolton.





78

**ATTRIBUTED TO ALESSANDRO LONGHI
(VENICE 1733-1813)**

The Harpsichordist; and The Violinist
a pair, oil on canvas
53 x 38cm (20 7/8 x 14 15/16in). (2)

£15,000 - 20,000
€19,000 - 25,000
US\$24,000 - 32,000





79^w

**PAINTER OF CARLO TORRE,
ALSO KNOWN AS PSEUDO FARDELLA**

Apples, pears, grapes and celery with a blue tit and a blue and white dish on a forest floor; and A basket of plums with pears, figs and other fruit on a forest floor
a pair, oil on canvas
95.2 x 125cm (37 1/2 x 49 3/16in). (2)

£40,000 - 60,000
€51,000 - 76,000
US\$64,000 - 96,000

Provenance

Private Collection, Parma

Literature

G. Cirillo and G. Godi, *Le Nature Morte del 'Pittore di Carlo Torre' (Pseudo Fardella) nella Lombardia del secondo Seicento*, Rimini, 1996, p. 244, figs. 87, 88

The as yet anonymous artist known as the Pseudo Fardella was first identified by Luigi Salerno when he grouped a number of works similar in style to Giacomo Fardella di Calvello under the pseudonym. The core of the group are to be found in the Gallerie Statali, Florence. The hand is now also described as the 'Pittore di Carlo Torre' after a pair of still lifes painted for the Milanese writer Carlo Torre (circa 1620-1679) (*ibid*, pp.90-92). Works by the artist are identified by the starkly lit still lifes with strong colouring amongst the carefully grouped fruits.





80

**GIACOMO CERUTI CALLED IL PITOCHETTO
(MILAN 1689-1767)**

Portrait of a nun, half-length, holding a prayer-book
oil on canvas, oval
100 x 74cm (39 3/8 x 29 1/8in).

£40,000 - 60,000
€51,000 - 76,000
US\$64,000 - 96,000

Provenance
Private Collection, Milan, early 20th century, from which purchased
directly by the present private owner in 2003

Literature

M. Valsecchi, 'Nei pitocchi la nobiltà del '700. Tre inediti di Jacopo Ceruti detto Pittochetto', in *Il Giornale nuovo*, 28 November, 1975
M. Gregori, *Giacomo Ceruti*, Bergamo, 1982, cat. no. 5, p. 423, ill. pl. 4, p. 125

An early work by the artist, most likely painted when he was in his 20s, this portrait is compared by Mina Gregori to that of Notaio Silvestro Ponziano Patirani, which is datable to 1734.

Ceruti, one of a group of artists working in Bergamo and Brescia, later became known by the nickname, '*il Pittochetto*', from his many pictures of beggars and vagabonds (*pitocchi*) for which he was celebrated. By the same token his portraits were also less conventional and strikingly naturalistic, observing reality with the same freshness and directness. From 1734, the time from which the present portrait is believed to date, Ceruti received payments for canvases for the Church of Santa Maria Assunta at Gandino, including the *Birth of the Virgin*, and the *Death of the Virgin*, several oval pictures of saints, a series of prophets and the nave spandrels. The works were accomplished in two distinct phases, during which the artist made a long visit to the Veneto.



81 W

**STUDIO OF SANTI DI TITO
(SANSEPOLCRO 1536-1603 FLORENCE)**

Portrait of a senator, three-quarter-length, in black and red costume,
standing
oil on panel
102.2 x 85.2cm (40 1/4 x 33 9/16in).

£15,000 - 20,000

€19,000 - 25,000

US\$24,000 - 32,000



82

82 W

**JOHANN ANTON EISMANN
(SALZBURG 1604-1698 VENICE)**

A Mediterranean inlet with stevedores unloading barges in the foreground and soldiers on horseback on the quayside
oil on canvas
75.7 x 136.8cm (29 13/16 x 53 7/8in).

£6,000 - 8,000

€7,600 - 10,000

US\$9,600 - 13,000

83 W

**CIRCLE OF FRANCESCO SOLIMENA
(CANALE DI SERINO 1657-1747 BARRA DI NAPOLI)**

The Nativity
oil on canvas
219.2 x 168.7cm (86 5/16 x 66 7/16in).

£7,000 - 10,000

€8,900 - 13,000

US\$11,000 - 16,000

Provenance

With Galerie H.J. Brings, Berlin

E. Remak, Berlin

Private Collection, Dusseldorf

Sale, Weinmuller, Munich, 24 June 1965, lot 1452 (sold with a certificate by Dr. Hermann Voss, dated 21 January 1929, in which he praises the picture as being 'von brillanter Helldunkelwirkung und vortrefflich in der Erhaltung')

The Collection of the late Caesar and Ruth Pinnau

Exhibited

Berlin, Galerie Wertheim, *Italienische Malerei des 17. und 18. Jahrhunderts*, 1927

Literature

Der Kunstwanderer, August 1927, pp. 500 and 509, ill.

N. Spinosa, *Pittura napoletana del Settecento. Dal Barocco al Rococo*, Naples, 1993, p. 107, under no. 25



ATTRIBUTED TO NICCOLÒ GUARDI (VENICE 1715-1785)

The Grand Canal, Venice, with the Rialto Bridge and the Riva del Vin
 oil on canvas
 61.7 x 80cm (24 5/16 x 31 1/2in).

£20,000 - 30,000

€25,000 - 38,000

US\$32,000 - 48,000

Provenance

The collection of Sir John Hanbury-Williams (by 1946), thence by descent to the present owner

This view of the Rialto Bridge falls into a group of Venetian view paintings by a hand often given to Niccolò Guardi (Venice 1715-1785). For a discussion on Niccolò Guardi see D. Succi, 'Nicolò Guardi. Le Orme di un enigma', in *Francesco Guardi. Itinerario dell'avventura artistica*, Milan, 1993, p. 191-208

The present painting is accompanied by letters from Antonio Morassi, Prof. Roberto Longhi and Prof. Giuseppe Fiocco confirming attributions to Francesco Guardi and dating the work between 1740-1745.



85 *

JEAN HONORÉ FRAGONARD (GRASSE 1732-1806 PARIS)

Psyche being abandoned by Cupid
oil on canvas
36.8 x 45.1cm (14 1/2 x 17 3/4in).

£30,000 - 50,000

€38,000 - 63,000

US\$48,000 - 80,000

Provenance

Hippolyte Walferdin
His sale, Paris, 12-16 April 1880, lot 38 (sold for FF 430)
M. Deglise, by 1889
Camille Groult
His sale, Paris, 21 March 1962, lot 77
With M. Knoedler and Co., New York, where purchased by
Mrs Lucy Smith Battson, 1962
Sale, Sotheby's, New York, 16 May 1996, lot 104
Private Collection, USA

Exhibited

Los Angeles, Los Angeles County Museum of Art, 1969 (according to a label on the reverse)

Literature

R. Portalis, *Honoré Fragonard, sa vie et son oeuvre*, Paris, 1889, p. 296
P. de Nolhac, *J.-H. Fragonard 1732-1806*, Paris, 1906, p. 161
J. Wilhem, *Fragonard* (unpublished manuscript prepared for publication but not printed), 1960, p. 82
J.P. Cuzin, *Fragonard: Vie et oeuvre*, Fribourg, 1987, pp. 80, 278, cat. no. 98, ill. p. 80, fig. 107 (as datable to circa 1763)
P. Rosenberg, *Tout l'oeuvre peint de Fragonard*, Paris, 1989, cat. no. 112, ill



**THE PROPERTY OF A COLLECTOR, ILLINOIS
LOTS 86-89**

86 *

NICOLAES MAES (DORDRECHT 1634-1693 AMSTERDAM)

Portrait of Baroness van Heeckeren, three-quarter-length, in a blue dress and yellow wrap, seated before a landscape
signed 'MAES' (lower centre)
oil on canvas
70.9 x 58.2cm (27 15/16 x 22 15/16in).

£10,000 - 15,000

€13,000 - 19,000

US\$16,000 - 24,000

Provenance

Neville D. Goldsmid, The Hague
His Sale, Drouot, Paris, 4 May 1876, lot 70
Sale, Lempertz, Cologne, November 1966, lot 80 (with a certificate from Walter Bernt)
With Norbert Nusser, Munich, December 1967
Sale, Sotheby's, New York, 22 May 1992, lot 22
H. Shickman Gallery, 1992, where purchased by the present owner's father

Exhibited

Sarasota, Florida, Ringling Museum of Art, *Dutch Seventeenth Century Portraiture*; *The Golden Age*, December-February 1981

Literature

C. Hofstede de Groot, *A Catalogue Raisonne of the Works of the Most Eminent Dutch Painters of the Seventeenth Century*, London, 1908, vol. VI, p. 525, no. 177





87 *

JACOB GERRITSZ. CUYP (DORDRECHT 1594-CIRCA 1651)

Portrait of a lady, half-length, in the guise of a shepherdess
signed and dated 'Aetatis/ J.cüyp fecit/ 16**' (centre right)
oil on panel, oval
81.8 x 68.7cm (32 3/16 x 27 1/16in).

£4,000 - 6,000

€5,100 - 7,600

US\$6,400 - 9,600

Provenance

Possibly sold Lempertz, Cologne, 3 June, 1930, lot 19
With Marcell von Nemes
By whom sold at Hugo Helbing, Munich, 2 November 1933, lot 2 (to
Monderheim)
With Alfred Brod Gallery, London, 1964
With Central Picture Galleries, New York, where purchased by the
present owner's father

Exhibited

Dordrecht, Dordrechts Museum, *Jacob Gerritsz Cuyp 1594-1652*, no.
28A

Literature

A. Chong, *Jacob Gerritsz Cuyp 1594-1652*, exh. cat., Dordrecht,
Dordrechts Museum, 2002, p.138, ill. no. 28A (as in Private Collection)

A similar portrait of a young shepherdess with a lamb by Jacob
Gerritsz. Cuyp is in the Fitzwilliam Museum, Cambridge (inv. no. 638).



88 *

**ISAAC DE JOUDERVILLE (LEIDEN CIRCA 1612-CIRCA 1645
AMSTERDAM)**

Saint Apollonia, within a painted oval
oil on panel
50.9 x 38cm (20 1/16 x 14 15/16in).

£5,000 - 7,000

€6,300 - 8,900

US\$8,000 - 11,000

Provenance

Sale, Sotheby's, New York, 17 October 1997, lot 137
The Collection of Alfred Bader, USA

At the time of the 1997 sale, the attribution to Isaac de Jouderville
was confirmed by Dr. Werner Sumowski, on the basis of a
photograph.

89 *

Govaert Flinck (CLEVES 1615-1660 AMSTERDAM)

The Sacrifice of Isaac
oil on panel
48.2 x 37.2cm (19 x 14 5/8in).

£15,000 - 20,000

€19,000 - 25,000

US\$24,000 - 32,000

Provenance

With O. Dolche, Berlin, 1908
With Wagenhoff, Paris
With Kleinberger, Paris/ New York, 1911
Collection of Amedée Prouvost
His sale, Fievez, Brussels, 20 June 1928, lot 36, ill., fig. XI (as Aert de Gelder)
With Galerie De Heuvel, Brussels, 1965
With John Hoogsteder, The Hague, where purchased by Alfred Bader, Milwaukee, 1971
Private Collection, USA

Exhibited

Milwaukee, Milwaukee Art Museum, *Rembrandt's Students: Govaert Flinck*, March- June 1991

Literature

J.W. von Moltke, *Govaert Flinck 1615- 1660*, Amsterdam, 1965, p. 225 cat. no. 7a (under wrongly attributed paintings and drawings)
A. Bader, *The Bible Through Dutch Eyes*, Milwaukee, 1976, p. 34, no. 12, p. 35, ill.
A. Bader, *Old Students and Old Masters: The School of Rembrandt*, Lafayette, 1980, cat. no. 6, ill.

Govaert Flinck was a pupil of Rembrandt's from 1632- 1635, following the master's move to Amsterdam in 1631. During this period he worked closely with Rembrandt and successfully mastered his early Baroque style.

The present lot is similar in subject matter, composition and technique to a work of Rembrandt's dated 1635 in The Hermitage, St. Petersburg. Another version of the same subject in the Alte Pinakothek, Munich has been attributed to Govaert Flinck.

The present painting is accompanied by letters from Dr. Werner Sumowski, 23 July 1971, dating the work to the 1630s and from J.W. von Moltke confirming the attribution to Flinck (dated 13 April 1976).



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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £50,000 of the *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.
- Φ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed <i>c/o Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;			10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and				
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;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	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> ;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , VAT 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;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
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;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
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;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.2	The discretion referred to in paragraph 8.1:	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;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
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;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
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;	9	FORGERIES	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
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> .	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.2	changes in atmospheric pressure; nor will we be liable for:
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.	9.2	Paragraph 9 applies only if:	10.2.3	damage to tension stringed musical instruments; or
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		

10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , 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.	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or	12.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , 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 <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</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 negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	it can be established that the <i>Lot</i> is a non-conforming <i>Lot</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; or	12.8	In this agreement "including" means "including, without limitation".
	You may wish to protect yourself against loss by obtaining insurance.	the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or	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.
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.	the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.	12.10	Reference to a numbered paragraph is to a paragraph of this agreement.
11	BOOKS MISSING TEXT OR ILLUSTRATIONS Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if: the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and 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 non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) 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 non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> . but not if: the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</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 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> . 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 <i>Lot</i> , all rights and benefits under this paragraph will cease.	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 <i>Bonhams</i> , it will also operate in favour and for the benefit of <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.
		12 MISCELLANEOUS	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 <i>Sale</i> 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. <i>Bonhams</i> has a complaints procedure in place.
		12.1 You may not assign either the benefit or burden of this agreement.		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 .
		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.		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.
		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.		LIST OF DEFINITIONS "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i>). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .
		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 <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract 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.		
		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 <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.		

"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.

Bonhams

Paddle number (for office use only)

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

Data protection – use of your information

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

Credit and Debit Card Payments

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

Notice to Bidders.

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

If successful

I will collect the purchases myself
Please contact me with a shipping quote (if applicable)

Sale title: OLD MASTER PAINTINGS		Sale date: Wednesday 3 December	
Sale no. 21333		Sale venue: New Bond Street, London	
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.			
General Bid Increments:			
£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			
The auctioneer has discretion to split any bid at any time.			
Customer Number		Title	
First Name		Last Name	
Company name (to be invoiced if applicable)			
Address			
City		County / State	
Post / Zip code		Country	
Telephone mobile		Telephone daytime	
Telephone evening		Fax	
Preferred number(s) in order for Telephone Bidding (inc. country code)			
E-mail (in capitals)			
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.			
I am registering to bid as a private buyer <input type="checkbox"/>		I am registering to bid as a trade buyer <input type="checkbox"/>	
If registered for VAT in the EU please enter your registration here: □□ / □□□ - □□□□ - □□		Please tick if you have registered with us before <input type="checkbox"/>	

Please note that all telephone calls are recorded.

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

FOR WINE SALES ONLY

Please leave lots "available under bond" in bond ☐ 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 SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.

Your signature:

Date:

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

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

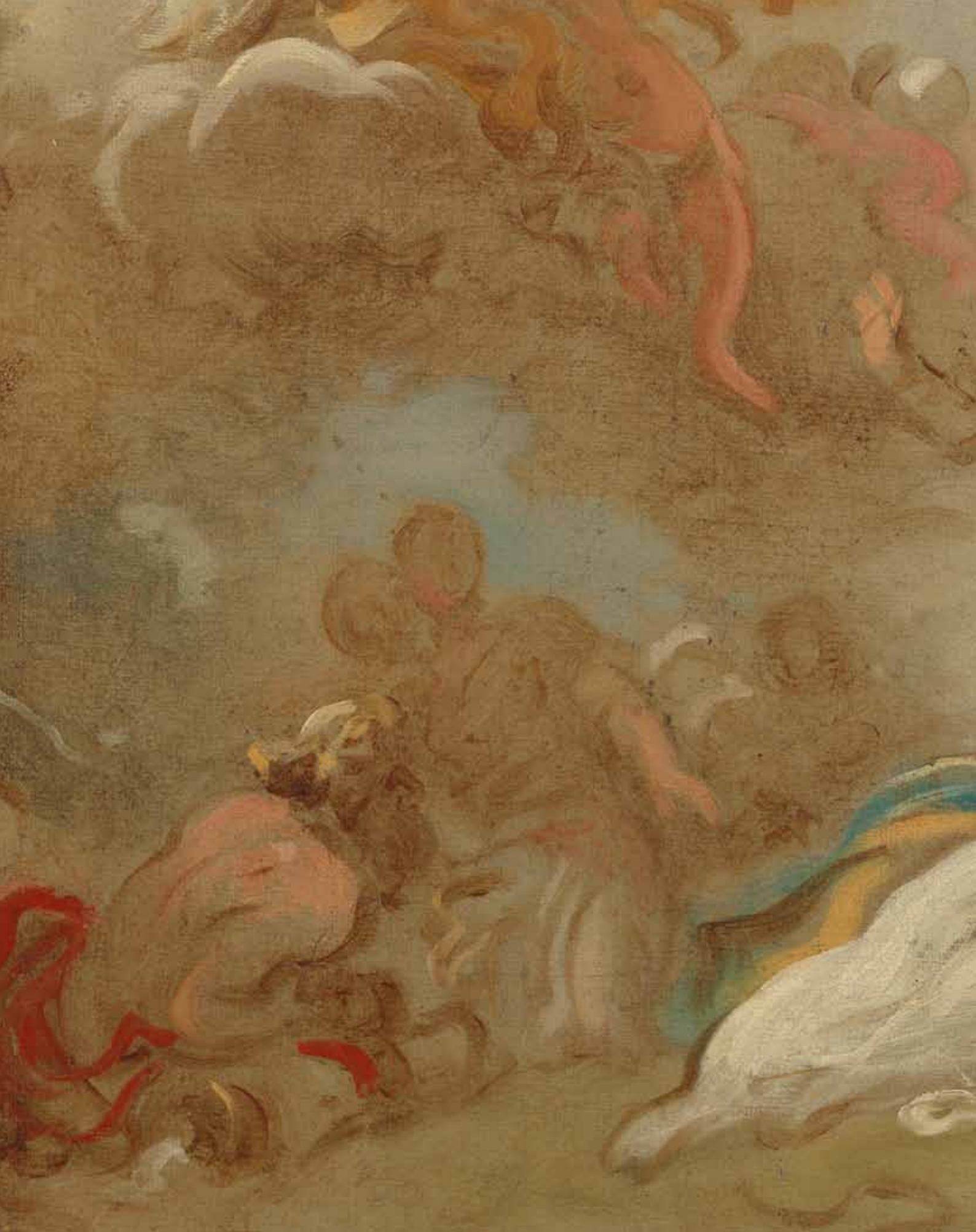
Please email or fax the completed Auction Registration form and requested information to:

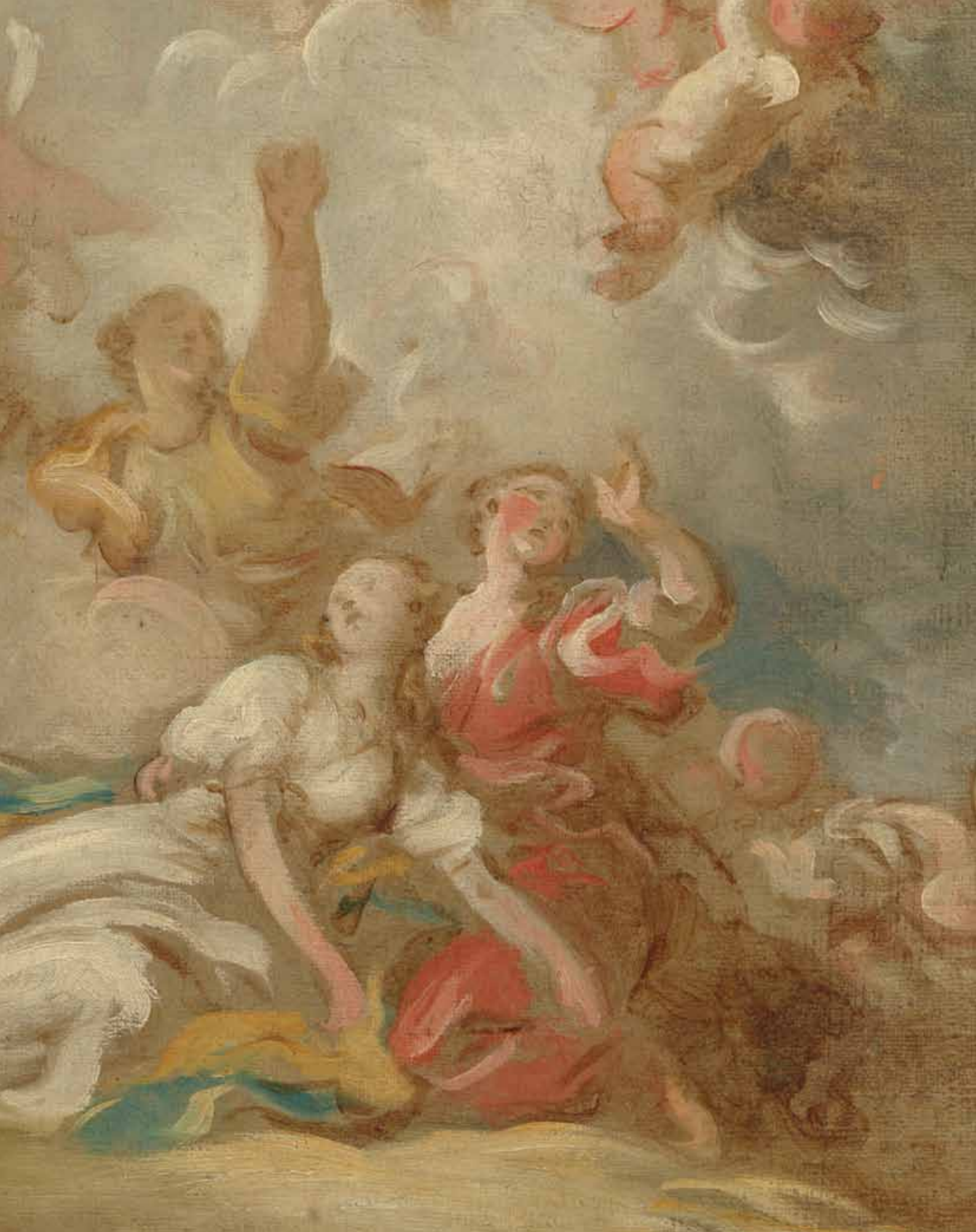
Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, bids@bonhams.com

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