A classical oil painting of a young woman, likely a portrait by a French Rococo painter. She is depicted from the chest up, seated and looking slightly to the right. Her hair is styled in an elaborate, high-updo fashion with curls and ribbons. She wears a light-colored, possibly white or cream, dress with a deep V-neckline and a blue sash or belt. Her right hand is raised, resting her chin on her palm. The background is dark and indistinct, focusing attention on the subject. The lighting is soft, highlighting her face and the texture of her dress.

OLD MASTER PAINTINGS

Wednesday 6 July 2016

Bonhams

LONDON









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101 New Bond Street, London

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Back cover: lot 10 (detail)
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Page 2: lot 17
Page 3: lot 44 (detail)
Page 115: lot 62 (detail)

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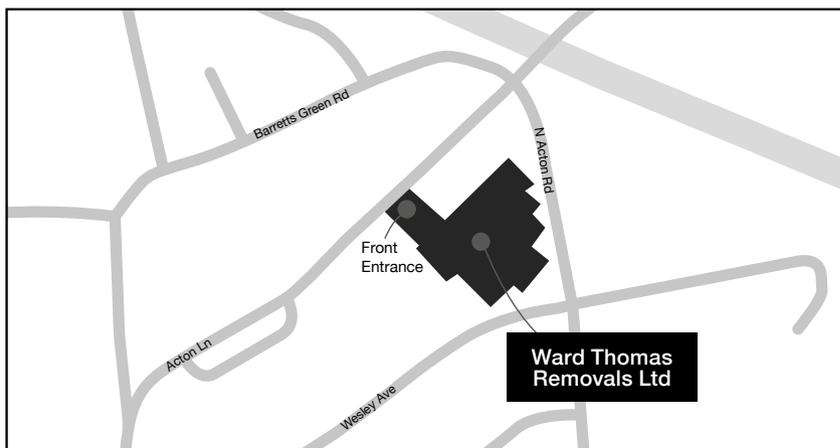
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1

**CIRCLE OF PIETER COECKE VAN AELST
(AELST 1502-1550 BRUSSELS)**

The Holy Family

oil on panel, shaped top

88.3 x 57.3cm (34 3/4 x 22 9/16in).

£7,000 - 10,000

€9,200 - 13,000

US\$10,000 - 15,000

2*

PERE VALL (ACTIVE CATALONIA 1400-1425)

Saint Benedict and Onuphrius
tempera on panel
89 x 64.5cm (35 1/16 x 25 3/8in).

£7,000 - 10,000

€9,200 - 13,000

US\$10,000 - 15,000

Provenance

The Collection of James W. Barney, New York

Literature

C. R. Post, *A History of Spanish Painting*, Harvard, 1950, vol. X, pp. 298-299, ill., fig. 112

Pere Vall, formerly known as the Master of the Cardona Pentecost, was born and active in Cardona but is also recorded as working in Barcelona between 1405 and 1408. The present work is part of a group of panels which formed the lower register, or *banco* of a large *retablo* possibly the Retable of the Pentecost of the Church at Cardona.

According to Post, six pieces from this *retablo* belonged to James W. Barney of New York (fig.1). Two panels from the Barney group (one depicting the Madonna Dolorosa and the other Saints Anne and Lawrence) were offered at Sotheby's New York, 28 January 1999, lot 426. Two further works from the group are in the Clowes Collection at the Indianapolis Museum of Art (Saints Michael and Amador and Saints Stephen and Mary Magdalene).



fig. 1: *Retablo* from the James W. Barney Collection, New York



3*

THOMAS BEACH (MILTON ABBAS 1738-1806 DORCHESTER)

Portrait of Edmund Pytts and his brother Samuel standing by a commemorative urn in parkland with a spaniel, a view of Kyre House beyond signed and dated 'TBeach Pinxt/1779' (on the pedestal, lower right) and bears inscription 'EDMUND and SAMUEL PYTTS in 1779' (lower left)
oil on canvas, unlined
126.5 x 101.5cm (49 13/16 x 39 15/16in).

£20,000 - 30,000

€26,000 - 40,000

US\$29,000 - 44,000

Provenance

Edmund Pytts (1729-1781) of Kyre, Worcestershire
His brother Jonathan Pytts
His kinsman William Lacon Childe (1786-1880) and thence by descent through the Childe family

The Pytts family lived at Kyre near Tenbury Wells in Worcestershire (see fig. 1) for around 250 years after acquiring the estate in 1575 from Lord Compton. They were major landowners in Worcestershire and Herefordshire and - like the Pitts to whom they were related - politics ran in the family. Their political involvement went back to the 17th Century when various family members sat for Herefordshire constituencies; Edmund Pytts, (1729-1781) the subject of this portrait, was the third generation of his family to represent Worcestershire. He was MP for the county from 1753 to 1761 and High Sheriff in 1771. He brought in W & D Hiorne to remodel Kyre in the 1750s and around the same time Capability Brown was commissioned to work on the design of the park. On Edmund's death in 1781 the estate passed to his brother Jonathan and then to a second cousin, thereafter becoming the seat of the Childe family.

Thomas Beach grew up in Dorset and his talent earned him the support of the family of Lord Dorchester who patronised him during his training in London in the studio of Sir Joshua Reynolds where he worked while studying at St Martin's Lane Academy. He subsequently moved back to the West Country, basing himself in the fashionable spa town of Bath which attracted many artists of the day, drawn by the plentiful opportunities for work. More accessible than London, Bath would have been an obvious place for wealthy landowners such as the Pytts to turn when commissioning a portrait.



fig. 1: Engraving by J. Ross of Kyre House



4^{WT}

JAN SIBERECHTS (ANTWERP 1627-1703 LONDON)

A milkmaid and children in a field, cattle grazing beyond
remains of signature (lower left)

oil on canvas

105.5 x 88.1cm (41 9/16 x 34 11/16in).

£12,000 - 18,000

€16,000 - 24,000

US\$18,000 - 26,000

Provenance

Private Collection, UK, since at least 1930

The present work is typical of Jan Siberechts's works of the 1660s, before he was invited by the Duke of Buckingham to work in England. His early works reveal the influence of such Dutch Italianate landscape painters as Nicolaes Berchem and Karel Dujardin, but from around 1661 he developed a very personal style of landscape painting, with an emphasis on the Flemish countryside and the rustic life of the peasants. The figures he introduced into the foreground of his landscape settings were now larger and took on a paramount importance, standing out as they did against the brightly lit countryside. Often these scenes would depict peasant women going about their daily routine, carrying goods, accompanied by their livestock. The colours Siberechts uses in the present landscape are also very typical of this period: the reds and whites for the peasants' clothes contrasting against the subtle silvery-blue greens of the surrounding plants and vegetation.





5^{WT}

BENJAMIN ROBERT HAYDON (PLYMOUTH 1786-1846 LONDON)

Perseus and Andromeda

oil on canvas

106.7 x 163.5cm (42 x 64 3/8in).

£7,000 - 10,000

€9,200 - 13,000

US\$10,000 - 15,000

Provenance

Sale, Christie's, London, 15 November 1991, lot 140

Benjamin Robert Haydon was the last major English painter in the historical grand style of Sir Joshua Reynolds and Benjamin West. His passion in this respect was first fired by Reynolds's *Discourses*. After an unhappy apprenticeship to his father, who was a printer and publisher, he entered the Royal Academy in London in 1805, where he was an enthusiastic student, who, like his friend, David Wilkie, became interested in anatomy, attending lectures given by the anatomist and surgeon, Charles Bell in 1806.



6

PETER MONAMY (LONDON 1681-1749)

A British man o' war firing a salute in calm seas with other vessels,
fishermen and their catch on the shore in the foreground
signed 'P. Monamy' (lower left)

oil on canvas

63.7 x 76.2cm (25 1/16 x 30in).

£12,000 - 18,000

€16,000 - 24,000

US\$18,000 - 26,000

7^{WT}

TOBIAS STRANOVER (SIBIU 1684-CIRCA 1731 LONDON)

A scarlet macaw and a cockatoo with a basket of fruit in a wooded landscape with a monkey beside peaches, melons and grapes
oil on canvas

110 x 169.8cm (43 5/16 x 66 7/8in).

£30,000 - 50,000

€40,000 - 66,000

US\$44,000 - 73,000

Provenance

In the present owner's family since the early 20th century

The present still life formed part of a distinguished collection which included the pair of beautiful depictions of *Swans in landscapes* by Abraham Bisschop and the pair of *Still lifes* by Johann Amandus Winck which were sold in these rooms (10 December 1996, lot 63; and 3 July 2013, lot 47).

In their vibrant exuberance the works of Tobias Stranover and Jakob Bogdani stand above those of other animal and still life painters working in Britain at this date. Born in the northern foothills of the Transylvanian Alps in what is now Romania, Stranover was taught by Bogdani, whose daughter, Elizabeth, he married. Stranover began as an itinerant artist, visiting Hamburg and Dresden among other places before settling in England, where he stayed for the rest of his career. There Bogdani had established himself at court in London in the 1690s, where he painted a distinguished series of paintings for the Royal Family. Thereafter, during the first decades of the 18th century the family provided the finest exotic bird and animal paintings in the country.





8

JOSE ANTONIO DE LA VEGA (ACTIVE SPAIN, 19TH CENTURY)

A bull fight; and bull-baiting

the former signed and dated 'J: dela Vega/ 1852' (lower right) and the

latter bears signature and inscription 'de la Vega/ Sevilla' (lower right)

a pair, oil on canvas

41.2 x 63.8cm (16 1/4 x 25 1/8in). (2)

£7,000 - 10,000

€9,200 - 13,000

US\$10,000 - 15,000

A work of similar dimensions, also showing a *Corrida en Sevilla* is in a private collection, Spain.



9* WT

JUSEPE DE RIBERA (JATIVA 1588-1656 NAPLES)

Saint Sebastian

signed and dated 'Jusepe de Ribera espanol./ .F. 1640' (lower right)

oil on canvas

131.7 x 105.2cm (51 7/8 x 41 7/16in).

£20,000 - 30,000

€26,000 - 40,000

US\$29,000 - 44,000

Provenance

Demiami Collection, Germany

Their sale, Lepke, Berlin, 11 November 1913, lot 79

Sale, Gallerie Fischer, Lucerne, 9-11 September 1943, lot 735

(ill. pl. 12)

Literature

A. E. Pérez Sánchez, *Caravaggio y el naturalismo español*, Seville, 1973, exh. cat., under no. 40

N. Spinosa, *L'opera completa del Ribera*, Milan, 1978, p. 117, no. 158

N. Spinosa, *L'opera completa del Ribera*, Naples, 2003, p. 322, no. A237

N. Spinosa, *Ribera. L'opera completa*, Naples, 2006, p. 354, cat. no. A262, ill. p. 354

An unsigned version of the present work is at the Museo Bellas Artes Seville. It shows the Saint in the same position but with slight differences in the turn of the figure's head. An earlier pen and ink study now in the Achenbach Foundation of Graphic Arts, California Palace of the Legion of Honour, San Francisco (see fig. 1) shows the similar torsion of the Saint's body and the contorted lower hand although the upper arms and head differ.



© The Fine Arts Museums of San Francisco, Achenbach Foundation for Graphic Arts, 1963.24.616

fig. 1: Jusepe de Ribera, Saint Sebastian, ca. 1628–1630





10*

ATTRIBUTED TO GIOVANNI STANCHI (ROME 1608-CIRCA 1673)

A garland of pink, yellow and white roses surrounding a greenfinch;
A garland of pink, yellow and white roses surrounding a goldfinch;
A garland of pink, yellow and white roses surrounding a greenfinch;
and A garland of pink, yellow and white roses surrounding a goldfinch
a set of four, oil on canvas, octagonal
44.8 x 52.7cm (17 5/8 x 20 3/4in). (4)

£15,000 - 20,000

€20,000 - 26,000

US\$22,000 - 29,000



Provenance

The Cossa family collection, Rome
Pietro Paolo Cossa, who was created *commendatore* by Victor
Emmanuel III of Italy
His wife, the actress, Faith Domergue Cossa, California and thence by
descent to the present owner

11 * WT

**MAERTEN JACOBSZ. VAN HEEMSKERCK (HEEMSKERCK
1498-1574 HAARLEM)**

The Entombment
oil on panel

125.6 x 141.6cm (49 7/16 x 55 3/4in).

£20,000 - 30,000

€26,000 - 40,000

US\$29,000 - 44,000

Provenance

The Collection of André-Javier Flores, Madrid

With H. Scagliola, Geneva, 1976-78

With Knoedler, New York, 1978-79

Literature

R. Grosshans, *Marten van Heemskerck. Die Gemälde*, Berlin, 1980,
p. 168, cat. no. 52, ill. fig. 77

J. Harrison, *The Paintings of Marten van Heemskerck: A catalogue
raisonnée*, unpublished Ph.D. thesis, University of Virginia, 1987, cat.
no. 51

Of three known works of this composition, the present painting is considered the prototype. One is now in the Musée de Semur-en-Auxois, the other was formerly in the collection of Robert Langton Douglas, London, and offered at Christie's London, 16 December 1998, lot 128. All depict, with small variations, *The Entombment* with the dead Christ at the centre surrounded by half-length figures, one of whom looks directly out at the viewer over Christ's shoulder. Harrison believes that this man, shown as Nicodemus, may be a self-portrait of the artist. A dramatic nocturnal landscape with the rocks of Christ's tomb appear behind them. Of all three versions, this is the only one still to include this landscape. The composition was clearly popular, as attested to by the existence of the two early copies and further suggested by Barend Graat's later repetition now found in the Sint Petrus-Brandenkerk, Driesbergen-Rijsenburg.

Grosshans suggests a date of circa 1545, given the greater understanding of the spatial arrangement of the figures, placing it after Heemkerck's earlier *Entombment* of 1540 which is now in the Pinacoteca dell'Accademia Albertina di Belle Arti, Turin. Harrison agrees with this date, comparing the work to the artist's triptych of 1544 now in the National Museum, Warsaw.



12^{WT}

ATTRIBUTED TO JOHN HOPPNER R.A. (LONDON 1758-1810)

Portrait of Anne Butler née Wandesford, later Countess of Ormonde
with a child, full-length, in an interior

oil on canvas

126.8 x 100.9cm (49 15/16 x 39 3/4in).

£10,000 - 15,000

€13,000 - 20,000

US\$15,000 - 22,000

Provenance

Possibly Hoppner Sale, 31 May 1823, lot 59 (£5.7s to Jackson)

Possibly sale, Christie's, London, 19 January 1878,

lot 16 (£33.12s to Wagner)

The Rolleston family and thence by descent to the present owner

Exhibited

Very probably Birmingham, 1931 (as by Sir Joshua Reynolds
of Mrs Rolleston)

The present portrait was traditionally thought to be an ancestor of the present owner: Elizabeth (1752-1801) daughter of George Carr of Northumberland, who married Samuel Rolleston of Great Pan Manor, Whippingham, Isle of Wight. Graves and Cronin do list a portrait of a 'Mrs Rollestone' (*A History of the Works of Sir Joshua Reynolds PRS*, 1899, vol. II, p. 842) and Reynolds's Ledger records payments to the artist in 1774 and 1776, indicating that more than one picture of her was painted; none, however, is now recorded. A picture said to represent Mrs Rolleston and Child was exhibited in Birmingham in 1931 (no. 60, lent by Rolleston Esq.) which Mannings was unable to trace (see: D. Mannings, *Sir Joshua Reynolds, A complete catalogue of his paintings*, 2000, p. 398, no. 1548). The latter is most likely the present portrait. The composition, however, is known from Sir Joshua Reynolds's portrait described in the 14 January 1994 catalogue of Sotheby's New York as 'Portrait of Lady Anne Butler, later Lady Ormonde and her child' (lot 83). This was exhibited at the Royal Academy in 1871 when it belonged to the Duke of Westminster. That painting is half-length, whereas the original portrait was known to have been fuller in format, as is the case with the present portrait. Interestingly in their 1899 *A History of the Works of Sir Joshua Reynolds PRS* Graves and Cronin mention 'the sale at Christie's Jan 19, 1878, lot 16 (Forbes owner), a *Mother and Child* by Hoppner, for £33 12s to Wagner, Mr Graves puts this note: "copy by Hoppner of Lord Taunton's picture", which afterwards belonged to the Duke of Westminster, and exhibited by him in the Royal Academy in 1871.' A sketch of a *Mother and Child* was also listed amongst the pictures disposed of in the Hoppner sale in 1823. It is suggested that the present portrait may be one of those recorded as by Hoppner.



13*

**EDWARD COLLIER AND POSSIBLY STUDIO
(BREDA CIRCA 1640-CIRCA 1706 LONDON)**

A *trompe l'oeil* still life of a letter rack with letters, pamphlets, scissors, a quill pen, a wax seal and an oval miniature of King Charles I inscribed 'for/Mr.P.R.idley/Painter att/London' (on letter, centre left)
oil on canvas
63.4 x 76.4cm (24 15/16 x 30 1/16in).

£20,000 - 30,000

€26,000 - 40,000

US\$29,000 - 44,000

Collier moved to England in 1693 and thereafter started to paint what became his signature works: illusionistic representations of letter racks, in which painted letters along with combs, for example, sealing wax and dog-eared political pamphlets are tucked in behind painted strips of leather. Many of these are indeed literally signature works, since they include letters addressed to 'Mr E Collier, Painter at London'. Dror Wahrman, the author of *Mr Collier's Letter Racks* states that there are 14 'confirmed "Collier" paintings signed with the names of others that I have managed to track down'. While none of the artists whose 'signature' they bear are otherwise recorded, every one of these 14 works carry their respective 'signatures' in Collier's typical fashion, through the device of an addressed folded envelope. Wahrman suggests that Collier may also have had a hand in a whole range of other letter-rack paintings apparently signed by other artists, and which, he argues, have 'EC' monograms hidden in them. Wahrman notes that the lining up of the three dots from M. P. R. in the letter addressed to Mr. Ridley in the present work (see fig. 1) implies that they are intentional including the third; and yet the third does not make any sense and should not be there, which is precisely how Collier worked. He also tentatively suggests that 'if you look at the mirror image the side flourish on the left of the P is a cursive E, and the same flourish to the left of the R can be seen as a C.' Fred Meijer is also of the view that Collier had a hand in the present work.

Similarly a *Vanitas Still life with Works of Montaigne* which is signed 'Charles Field' but which Dror Wahrman persuasively argues was painted by Edward Collier is one of four nearly identical paintings that Collier almost certainly had more than a hand in: one with Collier's signature, one without signature, and two with signatures ascribed to others, although all four paintings have Collier's initials ('E.C.') inscribed within them.

Wahrman writes that Collier began to paint letter racks as a result of coming to England and being exposed to the newly frantic and ephemeral world of late 17th century pamphleteering. This series of paintings can thus be seen as depicting the transience of an age in which kings and queens and pamphlets come and go, but all is finally vanity.

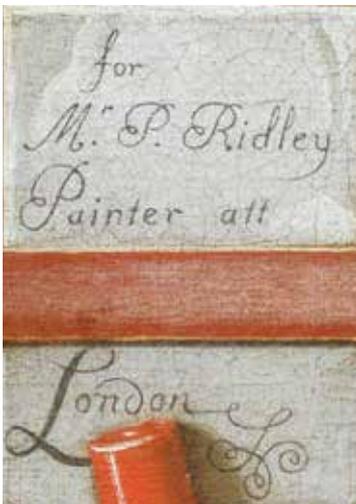


fig. 1



PROPERTY OF A BRITISH FAMILY

14

WILLIAM DOBSON (LONDON 1611-1646)

Portrait of the artist, bust-length, in a black tunic and white collar
oil on canvas
62 x 47.2cm (24 7/16 x 18 9/16in).

£200,000 - 300,000

€260,000 - 400,000

US\$290,000 - 440,000

Provenance

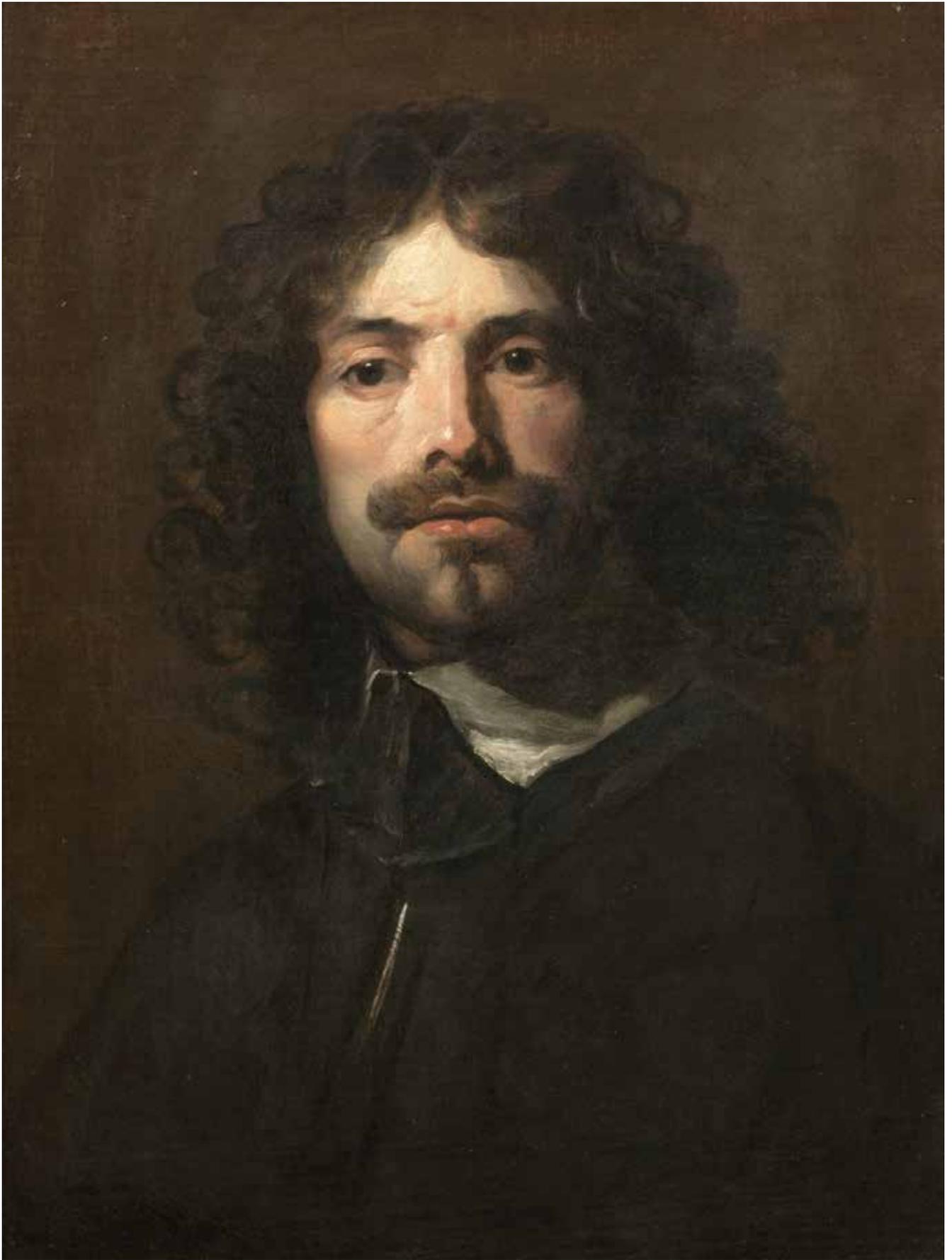
The Strickland Collection, Howsham Hall, by 1791
Howsham Hall sale, 1-4 November 1948, lot 792, where purchased by
the present owner's grandfather

Exhibited

Arts Council travelling exhibition, *British Self Portraits*, 1962, cat. no. 6
London, National Portrait Gallery, *William Dobson 1611-1646: The
Royalists at War*, 21 October 1983 - 8 January 1984, cat. no. 1

Literature

*A Catalogue of the Rich and Elegant Household Furniture, China, Pier
Glasses etc belonging to the later Nath ; Cholmley Esq.*, 1791, no. 60
(‘1 Head of Dobson the Painter’)
Hawkesbury (Lord), ‘East Riding Portraits’, in *Transactions of the East
Riding Antiquarian Society*, vol. X, 1903, p. 53, no. 89
Catalogue of Valuable Oil Paintings at Howsham Hall, Whitby, 1911, p.
25, no. 199
M. Rogers, *William Dobson 1611-1646: The Royalists at War*, exh.
cat., London, 1983, cat. no. 1, ill., p. 22



‘The most excellent painter that England has yet bred’

Van Dyck died in December 1641, allowing Dobson to make his own mark. He was called upon to paint not only the King, the Prince of Wales (see fig. 3), the Duke of York, and the Palatine princes, Rupert and Maurice, but also many of the Royalists who had flocked to Oxford. The present portrait, however, together with its companion piece, are the only works by Dobson that can be assigned with certainty to the period before he set up practice in Oxford. It thus provides a crucial insight into the background and origins of this major force in British cultural identity, since surprisingly little is known about how such a remarkable home-bred talent came to the fore. We know that Dobson’s father, also William, was a gentleman of St Albans employed by Francis Bacon, Viscount Verulam, on the building and decoration of Verulam House and Gorhambury; he was also probably Master of the Alienation Office and a member of the Painter-Stainers’ Company, but according to John Aubrey, ‘he spending his estate luxuriously upon women, necessity forced his son William Dobson to be the most excellent painter that England has yet bred.’

It was apparently around the time of the completion of his apprenticeship under William Peake (the Holborn picture dealer, printseller, and stationer) in 1632 that Dobson moved to the parish of Saint Martin-in-the-Fields. The motivation for this would no doubt have been because of its proximity to the court in Whitehall. Dobson would have thus luxuriated in the position of being the first and, sadly the last, native artist of any stature to benefit from a first-hand study of the masterpieces which filled the palaces of Whitehall and Saint James’s – most notably those of van Dyck, the great Venetians, Titian, Tintoretto and Veronese, to which Charles was especially devoted. He may also have been familiar with the almost equally magnificent collections of the 2nd Earl of Arundel and the Duke of Buckingham, not to mention other members of the group of Whitehall connoisseurs who shared the King’s tastes.



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fig. 1: Portrait of the Artist's Wife, circa 1635-40, William Dobson (1611-1646)

This strikingly powerful self-portrait, which has been widely praised for its originality is, alongside the portrait of the artist's wife (see fig. 1), William Dobson's earliest attributable work, probably painted in the late 1630s (we know from an inventory of 1791 that the present portrait and that of his wife were hanging together at Howsham Hall by that time; see fig. 2). Its rarity and importance in the history of British art can barely be overestimated.

Until Dobson, with the exceptions of the miniaturists, Nicholas Hilliard and Samuel Cooper (who as 'limners' would not, in any case have been considered at this time as working in the same field as larger scale painters in oil), all the artists of any standing at the English court had been imported from abroad. Indeed, this continued to be the case for the following seventy years and Dobson is now widely considered to be the most distinguished native born British artist before William Hogarth.

Given the extraordinary sensitivity and psychological insight for which Dobson is so well known, it is all the more remarkable, as well as fortunate that his life coincided with and is so closely associated with one of the most turbulent and significant epochs of British history - the English Civil War. Today it is Dobson's portraits that come to mind when we come to visualise this poignant period of British history. As official court painter to Charles I, the tragic British king later beheaded by parliament, Dobson was an eye-witness to a period of immense drama and upheaval during which the world order was turned upside-down. Based in Oxford, where Dobson followed the court in early 1643 after it was transferred there when parliament took control of London, it was in that city that Dobson produced the vast majority of his sixty-or so surviving portraits, which convey to us today the romantically doomed world of the cavaliers and heroes of the Civil War.



© North Yorkshire County Record Office

fig. 2: John Booth, Howsham Hall, circa 1718

In 1653, on a visit to the studio of the German artist, Francis Cleyn (1582?-1658) 'neare Covent Garden Church', the antiquary Richard Symonds was told that 'he [Cleyn] was Dobson's master & taught him his art.' It is not known whether Cleyn was living in Covent Garden in the 1630s but it is possible that Dobson moved to the vicinity in order to work with him. We know that Symonds saw a self-portrait by Titian in Cleyn's studio and he also noted a group portrait of Cleyn 'and his family by Candle light', which was clearly a Caravaggesque piece from the Utrecht School and it has been suggested that it was during this time that Dobson developed his interest in tenebrism which colours some of his early work, including the present portrait. As noted in the 1983 catalogue entry for our painting, however, as well as revealing the influence of the followers of Caravaggio, the 'dramatic lighting, pugnacious upward tilt of the head and half-open mouth ... may also indicate a strain of bohemianism in Dobson's character.' While Dobson has often been described, without any apparent foundation, as a pupil of van Dyck, whose influence is more discernible in Dobson's portrait of his wife, the English artist's use of rich impasto and dramatic chiaroscuro that we see here shows a complete technical independence of the Fleming. It has also been noted that Dobson did not feel the need to flatter his subjects as did the more eminent master. Indeed, although these tenebrist elements are not so discernable in the portrait of Judith Dobson, both these early works show a vigour and insightful vitality that is lacking in the formulaic conventions one finds in many of the portraits of van Dyck and his followers.



© Scottish National Portrait Gallery, Edinburgh, Scotland / Bridgeman Images

fig. 3: Charles II as Prince of Wales with a page, circa 1642 (oil on canvas), Dobson, William (1611-46)

'a fair middle-sized man, of ready wit, and a pleasing conversation, yet being somewhat loose and irregular in his way of living'

The bohemianism that has been noted in this particular self-portrait was most likely a reflection of the artist's youthful temperament, which he appears to have inherited from his father. It was around this time that Symonds stated that 'one Mr Vaughan of the Exchequer office did relieve him out of prison and thereupon he made his picture which Dobson would use to say twas his master piece.' In many ways we see in this portrait the classic romantic image of the rakish artistic genius who died too young. Buckeridge, in his 1706 *An Essay towards an English School of Painters*, described him as: 'a fair middle-sized man, of ready wit, and a pleasing conversation, yet being somewhat loose and irregular in his way of living, he, notwithstanding the many opportunities he had of making his fortune, died poor at his house in St. Martin's Lane' (his death was plainly unexpected since he had been nominated as a steward of the Painter-Stainers' Company two months before his burial in St Martin-in-the-Fields on 28 October 1646).

The influence of a life cut short can be detected in the paintings of such other major portrait painters working in Britain in the 17th century, such as Sir Peter Lely, John Michael Wright (who also trained with Cleyn), Isaac Fuller, and John Hayls. For many years Dobson had been overlooked by art historians but two exhibitions in the twentieth century (the exhibitions at the Tate Gallery in 1951 and at the National Portrait Gallery in 1983-4, in which this self-portrait played a prominent part) have established his reputation among the first rank of English painters. In *The Lost Genius of British Art: William Dobson*, a 2013 documentary for the BBC, Waldemar Januszczak argues that William Dobson was the first English painter of genius. He describes his record of Royalist supporters, heroes and cavaliers as the first true examples of British art: 'Dobson's face should be on our banknotes. His name should be on all our lips.'



OTHER PROPERTIES

15^{WT}

CIRCLE OF BARTOLOMEO PASSAROTTI (BOLOGNA 1529-1592)

The Supper at Emmaus

oil on canvas

148.8 x 113.2cm (58 9/16 x 44 9/16in).

£8,000 - 12,000

€11,000 - 16,000

US\$12,000 - 18,000

Provenance

The Collection of Michael Joseph Flavin (1866-1944), Irish nationalist MP for North Kerry (1896-1918), circa 1900

Gifted by him to a religious institution, circa 1920, from whom purchased by the present owner

16

WORKSHOP OF PAUL BRIL (ANTWERP 1554-1626 ROME)

A shepherd resting with his flock before an extensive river landscape; and Figures on the shore before an extensive river landscape

a pair, oil on canvas

67.6 x 95.7cm (26 5/8 x 37 11/16in). (2)

£12,000 - 18,000

€16,000 - 24,000

US\$18,000 - 26,000

We are grateful to Dr Luuk Pijl for suggesting the attribution to Bril's workshop upon inspection of colour photographs and for proposing a date of circa 1630. One of the pair is based on Paul Bril's *Landscape with Mercury and Argus*, now in the Kunsthistorisches Museum, Vienna, (inv. no. 3583) with differences to the figures.



17

JAKOB FERDINAND VOET (ANTWERP 1639-CIRCA 1700)

Portrait of Hortense Mancini, Duchess of Mazarin, as Cleopatra
oil on canvas

75.1 x 60.9cm (29 9/16 x 24in).

£20,000 - 30,000

€26,000 - 40,000

US\$29,000 - 44,000

Provenance

Acquired at the beginning of the 20th century by Commander Charles Edward Evans of the Evans and Reid Coal Company Ltd, who hung it at his country house, Nailsea Court, Somerset, until his death in 1944, when it was bequeathed to his daughter, Primrose, and thence by descent to the present owner

The quality of the present portrait by Jakob Ferdinand Voet may be compared to the extremely fine oval version by Voet in the Castello Masino; while a version which follows this rectangular format is in Earl Spencer's collection at Althorp House. A 'limned' miniature of the Duchess of Mazarin is recorded as having been in the Royal Collection during the reigns of James II and William III, which is probably the miniature copy of Voet's portrait which is still in the Royal Collection. A further copy after Voet is in the Musée des beaux-arts de Chambéry.

Hortense Mancini (Rome 1646-1699, Chelsea) was the favourite niece of Cardinal Mazarin, the at one time all-powerful Chief-Minister to Louis XIV of France, and the fourth of the five Mancini sisters, who were celebrated at the French court for their great beauty. When in exile Charles II of England proposed to Hortense in 1659, but his offer was rejected by her powerful uncle who believed Charles at that time to have little in the way of prospects. Mazarin realised his mistake when Charles was reinstated as King of England only months later. It was then the Cardinal who approached Charles, offering a dowry of 5 million livres, but Charles refused.

Following her marriage to Armand Charles de La Porte de La Meilleraye, one of the richest men in Europe and the death of her uncle soon after, Hortense became fabulously wealthy, the Palais Mazarin in Paris being known for its fine art collection. At one point she was reported to have been the richest lady in Europe. The marriage was not a happy one, Hortense finding affection elsewhere, notoriously first in the person of the sixteen-year-old Sidonie de Courcelles (she was also famous for cross-dressing). Following impoverishment after her estrangement from and the subsequent death of her husband, Hortense's fortunes were revived when she travelled to England, becoming *Maitresse en titre* to Charles II by the middle of 1676.

After her fall from favour with Charles and his subsequent death, Hortense's name was romantically linked with the Countess of Sussex, the Prince of Monaco and even the poet, Aphra Ben. When James II succeeded his brother in 1685 the Duchess continued to be provided for, no doubt because the new Queen, Mary of Modena, was her niece. She went on to preside over a salon of intellectuals. The symbolism of the present composition might be considered eerily prescient since it is thought that Hortense may have committed suicide.





18^{WT}

ANDREA LOCATELLI (ROME 1693-CIRCA 1741)

Tobias and the Angel

oil on canvas

113 x 147cm (44 1/2 x 57 7/8in).

£18,000 - 25,000

€24,000 - 33,000

US\$26,000 - 37,000



19^{WT}

**ATTRIBUTED TO GIULIO CARPIONI
(VENICE 1613-1679 VICENZA)**

Joy seated between Obstinacy and Vigilance

oil on canvas

81.6 x 102.4cm (32 1/8 x 40 5/16in).

£10,000 - 15,000

€13,000 - 20,000

US\$15,000 - 22,000

Provenance

Charles Head (1850-1926) and thence by descent
to the present owner

Charles Head was a Colchester-based artist who specialised in ecclesiastical decoration (one example of his work being the reredos of All Saint's Church, Basingstoke). Colchester and Ipswich Museums Service retains a number of portraits painted by him.

The central figure of *Joy* comes very close to that in a *Scena Allegorica* also by Carpioni which was previously on the art market in Florence (Fondazione Zeri ref. 56923). She is similarly shown with the figure of *Obstinacy* beside her.



20

VENETO SCHOOL, CIRCA 1520

Elegant figures seated around a table beneath a bower, a landscape beyond
oil on panel
28.2 x 46.4cm (11 1/8 x 18 1/4in).
unframed

£4,000 - 6,000
€5,300 - 7,900
US\$5,900 - 8,800

21

**ATTRIBUTED TO PIETRO DEGLI INGANNATI
(ACTIVE VENICE 1490-1550)**

The Rape of Europa
a pair, oil on panel
30.2 x 63.2cm (11 7/8 x 24 7/8in). (2)
unframed

£12,000 - 18,000
€16,000 - 24,000
US\$18,000 - 26,000

This painting may be by the same hand as the *Allegory* at the National Gallery of Art, Washington, which is described as Venetian, circa 1530 (inv. 1948.17.1). The *Juno and Callisto* offered at Christie's South Kensington on 28 April 2016, lot 60, is also very close in type to the present work. Given the similarity in dimensions, they may even have initially been conceived as part of a series.

We are grateful to Dr Peter Humfrey for kindly suggesting the attribution.



22^{WT}

LUCA CARLEVARIJS (UDINE 1663-1730 VENICE)

A coastal inlet with a horseman crossing a bridge in the foreground and shipping at anchor in the distance

oil on canvas

94 x 136.8cm (37 x 53 7/8in).

£80,000 - 150,000

€110,000 - 200,000

US\$120,000 - 220,000

Provenance

Private Collection, Rome, 1967

Literature

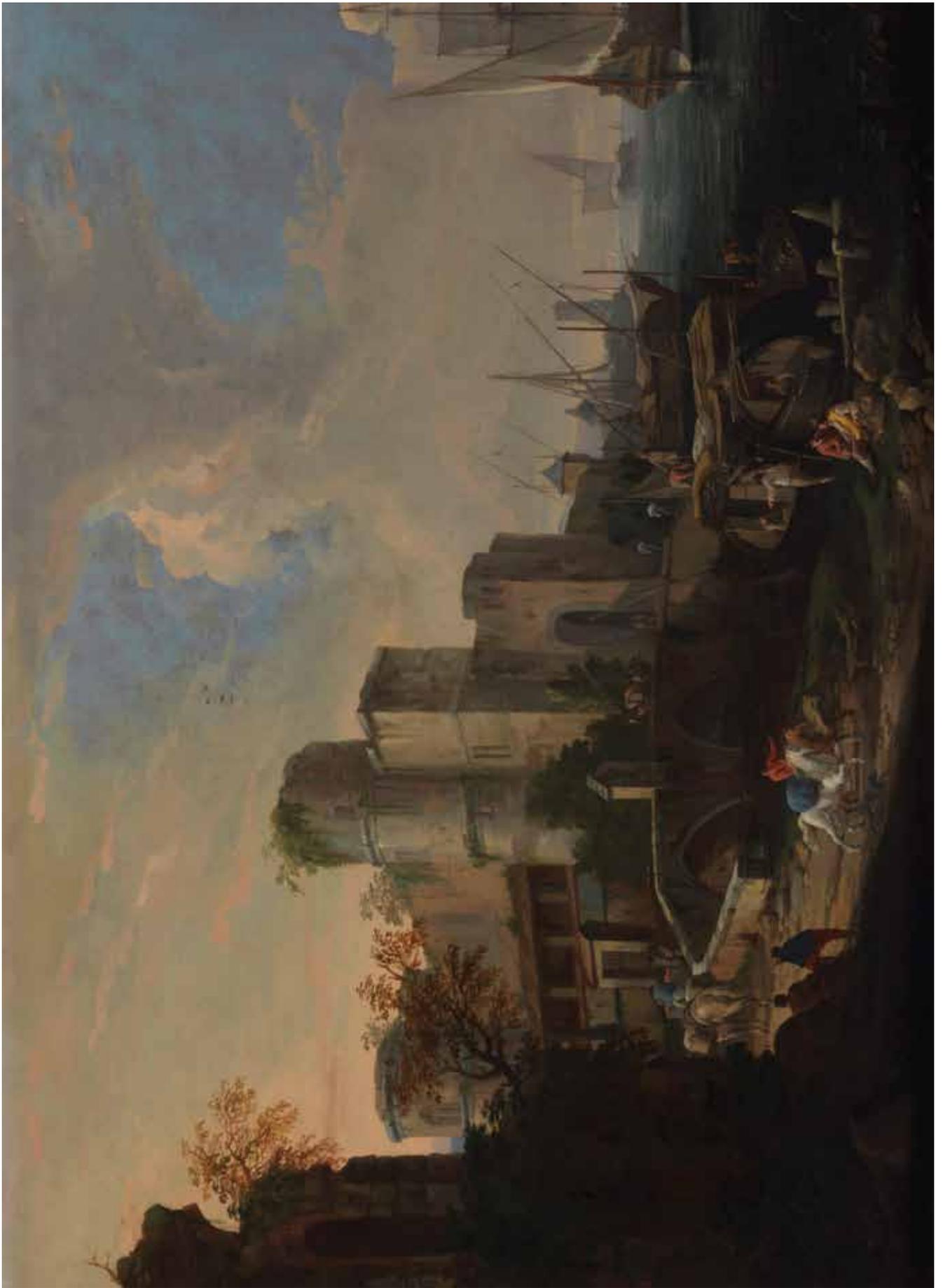
A. Rizzi, *Disegni, incisioni e bozzetti del Carlevarijs*, exh. cat., Rome, 1964, ill. pl. XXII

A. Rizzi, *Carlevarijs*, Venice, 1967, p. 94, ill. pl. 90

D. Succi, *Carlevarijs*, Gorizia, 2015, p. 290, cat. no. 146, ill.

In his 1967 catalogue entry for the work, Rizzi suggests a date of circa 1712 for the present work given the close compositional similarities with the *Landscape with architecture* now in the Museo Civico, Vicenza, which is signed and dated 1712. Carlevarijs has used elements from this latter picture in the *A coastal inlet with horseman crossing a bridge in the foreground shipping at anchor in the distance* such as the double arched bridge with the wall curving round into the foreground and the horseman riding with his arm outstretched and a second horse alongside.

Whilst perhaps best known for depictions of the city of Venice and his formative role in the development of *vedute* painting in Venice, Carlevarijs also executed many works of *capricci*. His very earliest works consist largely of this genre and it was a theme he returned to throughout his career. The present work fits in to a group he painted in the early 1710s such as the aforementioned *capriccio* of 1712 in Vicenza and his *Veduta d'un porto* and the *Rovine Romane* both in a private collection in Rome and dated 1713. These paintings all reveal a growing confidence in the depiction of the figures within landscapes which are more expansive than his earlier models.





23

DAVID RYCKAERT III (ANTWERP 1612-1661)

An Allegory of Autumn

signed 'D Ryckart' (strengthened, on fence, lower right)

oil on panel

52.8 x 77.8cm (20 13/16 x 30 5/8in).

£12,000 - 18,000

€16,000 - 24,000

US\$18,000 - 26,000

Provenance

Property of the late Eveline Newgas, née Blumka, whose parents and grandparents were among the leading antique dealers in pre-war Vienna

Another version of this composition featuring the elderly couple, but without the vineyard and landscape to the right (49.4 x 40.9 cm), was offered at Christie's, Amsterdam, 3 November 2004, lot 20.



24

STUDIO OF SEBASTIAN VRANCX (ANTWERP 1573-1647)

A winter village landscape with *kolf* players and skaters on a frozen river

oil on panel

26.8 x 43.2cm (10 9/16 x 17in).

£12,000 - 18,000

€16,000 - 24,000

US\$18,000 - 26,000

Provenance

With Alfred Brod, London, where purchased by the present owner

An attribution to Frans de Momper (1603-1660) has been suggested.

25^{WT}

GIUSEPPE VERMIGLIO (ALESSANDRIA 1585-CIRCA 1635)

The Supper at Emmaus

oil on canvas

116.2 x 143.2cm (45 3/4 x 56 3/8in).

unframed

£40,000 - 60,000

€53,000 - 79,000

US\$59,000 - 88,000

Provenance

Purchased by the present owner's father in Pavia, 1952

We are grateful to Professor Francesco Frangi for confirming the attribution on the basis of a colour photograph. He suggests a date of the late 1610s towards the end of the artist's sojourn in Rome.

Little is known of Vermiglio's life but he is recorded as being active in Rome by 1604 when he was in the studio of an Adriano de Monteleone. He remained in the city until about 1620, by which time he had returned to his native Piedmont. Whilst in Rome his work was profoundly influenced by Caravaggio but after his return North and later in his career a softer, more Reni-like approach is discernible. The present painting is comparable to Vermiglio's *Saint James the Greater* now in the Pinacoteca Repossi, Chiari, which has been dated to very shortly after his return to Piedmont.





26

**MARTEN VAN VALKENBORCH
(LEUVEN 1535-1612 FRANKFURT)**

A hamlet in a wooded clearing with Jacob and Rachel,
livestock at a well beyond
oil on canvas

71.1 x 92cm (28 x 36 1/4in).

£5,000 - 7,000

€6,600 - 9,200

US\$7,300 - 10,000



27^{WT}

CIRCLE OF FRANS SNYDERS (ANTWERP 1579-1657)

A still life of fruit in a basket on a stone ledge with two monkeys,
beneath a draped curtain

bears signature 'F.Snyders. fecit' (on basket, centre right)

oil on canvas

101 x 121cm (39 3/4 x 47 5/8in).

£15,000 - 20,000

€20,000 - 26,000

US\$22,000 - 29,000

Provenance

With The Matthiesen Gallery, London, 1938

Knight Frank & Rutley, London, 28-29 October 1952

With Volterra Gallery, Florence

Giuseppe Rossi Collection

His sale, Sotheby's, London, 10-12 March 1999, lot 1574, where
purchased by the present owner

Exhibited

London, The Matthiesen Gallery, *Still Life: After Caravaggio*, 1938,
cat. no. 3 (as by Frans Snyders)

Literature

Still Life: After Caravaggio, exh. cat., London, 1938, cat. no. 3, ill.

We are grateful to Fred Meijer for suggesting that this composition
may be derived from Jan Fyt (1611-1661).

28

LUCA CARLEVARIJS (UDINE 1663-1730 VENICE)

A view of the Molo and Piazzetta, Venice, looking towards Santa Maria della Salute and the Dogana

oil on canvas

66.5 x 102cm (26 3/16 x 40 3/16in).

£70,000 - 100,000

€92,000 - 130,000

US\$100,000 - 150,000

Provenance

Lanhydrock House, Cornwall, until 1969 and by descent to the present owner

Literature

D. Succi, *Carlevarijs*, Gorizia, 2015, p. 193, no. 56, ill.

This relatively recently discovered work by Carlevarijs is unique in the artist's compositions: although a few are known which look towards the Molo from the Piazzetta, they also incorporate the Palazzo Ducale (for example, Milan, private Collection, Aldo Rizzi, *Luca Carlevarijs*, Venice, 1967, fig. 129; and Toronto Art Gallery of Ontario, Rizzi, fig. 130).

The sophisticated depiction of perspective which is evident in the present work is something for which the artist was famous during his lifetime. Particularly innovative was this eye-level view-point which renders the looming architecture of Venice to be experienced from ground-level as it is in reality so that the viewer feels himself to be participating in the scene. Luca Carlevarijs was in many ways the inventor of the large-scale views of Venice which were to make the reputations of such artists as Canaletto and Guardi. Although he owed something to two seventeenth century artists in particular Gaspar van Wittel and Joseph Heinz, Carlevarijs animated his own *vedute* by breathing life into the figures who inhabit them. His fascination with the details of dress and the peculiarities of pose and gesture are evident in the numerous figure studies he sketched in oil from life before incorporating them in his finished works.





29*

ANDREA LOCATELLI (ROME 1693-CIRCA 1741)

A shepherdess and her flock with a rider on a white horse with other figures beyond in a rocky landscape

oil on canvas

73.2 x 92.1cm (28 13/16 x 36 1/4in).

£10,000 - 15,000

€13,000 - 20,000

US\$15,000 - 22,000

Provenance

Detroit Art Loan Association (according to a label on the reverse)

Locatelli painted an upright version of the present composition which dates from his later career and is one of a pair of landscapes in the Milwaukee Art Museum. The Milwaukee version does not include the tree on the right and the central part of the composition has been shortened.



30

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

Portrait of a lady, bust length, in a red dress with a brown veil,
within a painted oval

oil on canvas

58.5 x 49cm (23 1/16 x 19 5/16in).

£20,000 - 30,000

€26,000 - 40,000

US\$29,000 - 44,000

Provenance

The Kohn Collection

The Pinetti Collection, Bergamo

Private Collection, Milan, since 1950

Literature

M. C. Gozzoli, *Vittore Ghislandi detto Fra' Galgario*, Bergamo, 1975,
p. 123, cat. no. 137, ill. p. 169, pl. 7

Gozzoli suggests a date of the 1730s for the present work.

31^{WT}

AFTER BARTOLOME ESTEBAN MURILLO, 18TH CENTURY

The Infant Saint John the Baptist with a lamb
oil on canvas
165.2 x 144.3cm (65 1/16 x 56 13/16in).

£10,000 - 15,000

€13,000 - 20,000

US\$15,000 - 22,000

Provenance

Acquired by William King, 4th Lord King, Baron of Ockham, in 1734, purportedly on his marriage to the heiress, Miss Frye of Brabant (according to Charles Boyd Curtis and Diego Angulo Iñiguez - see Literature below)

His brother, Thomas King, 5th Lord King, 1768, and thence by descent to the Earls of Lovelace, East Horsley Tower (as by Murillo)

Engraved

Mezzotint by Valentine Green prior by 1768 (according to the *Neue Bibliothek der schönen Wissenschaften und der freyen Künste*, Leipzig, 1768, p. 167)

Literature

J. Burke, *A Visitation of The Seats and Arms of the Noblemen and Gentlemen of Great Britain*, London, 1853, vol. II, p. 111 ('a masterpiece of Murillo').

C. Boyd Curtis, *Velazquez and Murillo*, New York and London, 1883, no. 323, p. 246 (as by Murillo)

P. Lefort, *Murillo et Ses Élèves*, Paris, 1892, no. 320, p. 89 (as by Murillo)

Sir W. Stirling Maxwell, *Annals of the Artists of Spain*, London, 1891, vol. III, p. 1084 (as by Murillo: 'a fine repetition').

D. Angulo Iñiguez, *Murillo*, Madrid, 1981, vol. II, p. 270

The present work is a full-size copy of the original by Murillo which now hangs in the National Gallery in London (oil on canvas, 164.5 x 106 cm.). During the 19th century it was regularly published as an original by Murillo. Interestingly Alexis Grimou (1678-1733) is recorded as copying Murillo's original companion to *Saint John*, which is now in the National Gallery of Ireland, when the two paintings were together in the same collection in France from the early 18th century. A comparable version of Murillo's *Good Shepherd*, on canvas, 158 x 103 cm., which was sold at Sotheby's New York, 1 February 2013, lot 508, when previously sold at Christie's in 1946 was catalogued as 'by A. Grimou' and had been consistently published as by the French artist in 11 separate academic works between 1808 and 1987. That picture too was published in London in a print (by Thomas Major in 1772) as a Murillo, and was copied by Gainsborough as a Murillo. When the undoubted original Murillos, however, were sold in Paris in 1801, the catalogue note stated that the engraved London picture was in fact by Grimou. Owing to the history of the present painting alongside its very high quality the suggestion that this may be Grimou's companion to his *Good Shepherd* cannot be ruled out.





32

KLAES MOLENAER (HAARLEM CIRCA 1630-1676)

Fishermen selling their catch on a beach

signed 'k.molenaer' (lower right)

oil on panel

39.6 x 55.5cm (15 9/16 x 21 7/8in).

£8,000 - 12,000

€11,000 - 16,000

US\$12,000 - 18,000



33

JAN OLIS (GORINCHEM CIRCA 1610-1676 HEUSDEN)

Soldiers smoking and playing cards in an interior

oil on panel

35.1 x 50.5cm (13 13/16 x 19 7/8in).

unframed

£5,000 - 7,000

€6,600 - 9,200

US\$7,300 - 10,000

We are grateful to Fred Meijer for confirming the attribution to Jan Olis on the basis of colour photographs.



34* WT

**CIRCLE OF FERNANDO GALLEGO Y TALLER
(SALAMANCA CIRCA 1440-1507)**

The Crucifixion

oil on panel

119.2 x 93.6cm (46 15/16 x 36 7/8in).

£10,000 - 15,000

€13,000 - 20,000

US\$15,000 - 22,000

Provenance

With Schaeffer Galleries, New York, before 1966

Literature

C. R. Post, *A History of Spanish Painting*, Boston, 1966, vol. XIV, p. 253-255, ill, p. 254, fig. 100

The artist in the present work has clearly taken as his inspiration for the figure of Christ in particular from Fernando Gallego's *Crucifixion* in his *Retable de San Ildefonso* for the Cathedral of Zamora.



35^{WT}

**STUDIO OF VIVIANO CODAZZI (BERGAMO 1603-1672 ROME),
AND DOMENICO GARGIULO, CALLED MICCO SPADARO
(NAPLES CIRCA 1609-CIRCA 1675)**

An architectural *capriccio* with figures before a portico
signed with initials and dated '.ADV(?). 1647' (on step, lower right)
oil on canvas

106.5 x 131.2cm (41 15/16 x 51 5/8in).

£15,000 - 20,000

€20,000 - 26,000

US\$22,000 - 29,000

The present painting is one of a group identified by Giancarlo Sestieri in his three volumes on architectural *capricci* (see: *Capriccio architettonico in Italia nel XVII e XVIII secolo*, Foligno, 2015, pp. 370-377). This grouping is based on a pair of *capricci* offered at Sotheby's, New York, 13 October 1989, lot 260, which were found to be signed with a monogram identical to that on the present work. One of the above works was given to the Codazzi pupil Ascanio Luciano (Naples 1626-1706) by David Marshall. The hand is clearly that of a painter active in the very close following of Viviano Codazzi and Domenico Gargiulo.

36

GEORGE ROMNEY (BECKSIDE 1734-1802 KENDAL)

Portrait of Elizabeth Burgoyne, half-length, in a white dress

oil on canvas

74 x 61.5cm (29 1/8 x 24 3/16in).

£70,000 - 100,000

€92,000 - 130,000

US\$100,000 - 150,000

Provenance

By descent to Miss Blackett

Her husband, Sir Alfred Bower, and thence by descent to the present owner

Literature

T. Humphry Ward and W. Roberts, *Romney A Biographical and Critical Essay with a Catalogue Raisonne of his works*, London and New York, 1904, vol. II, p. 21

A. Kidson, *George Romney A Complete Catalogue of his Paintings*, New Haven and London, 2015, vol. I, p. 105, no. 180a

Alex Kidson also records an untraced version of the present portrait which he dates to 1781: 'no doubt a belated marriage portrait as well as a pendant for Romney's second portrait of her husband'. The existence of an unpaid-for copy is recorded in Romney's accounts by 1785 and it seems that if there were further sittings for this, they must have taken place in that year, for which the sitter book is lost. The two versions differ in the treatment of the sky. While the untraced versions of the Burgoynes have been traditionally regarded as the prime versions, the quality of the present portrait would appear to question that tradition.

Mrs Burgoyne had seventeen appointments with Romney between 23 January and 13 December in 1781 and she cancelled seven more. This is a large number for this scale of commission and Kidson suggests that Mrs Burgoyne modelled for other works - the early version of *Serena*, for example. The following lot portraying Mr Burgoyne is its companion.



37

GEORGE ROMNEY (BECKSIDE 1734-1802 KENDAL)

Portrait of Montagu Burgoyne, half-length, in a red coat
oil on canvas

76.1 x 63.1cm (29 15/16 x 24 13/16in).

£30,000 - 50,000

€40,000 - 66,000

US\$44,000 - 73,000

Provenance

By descent to Miss Blackett

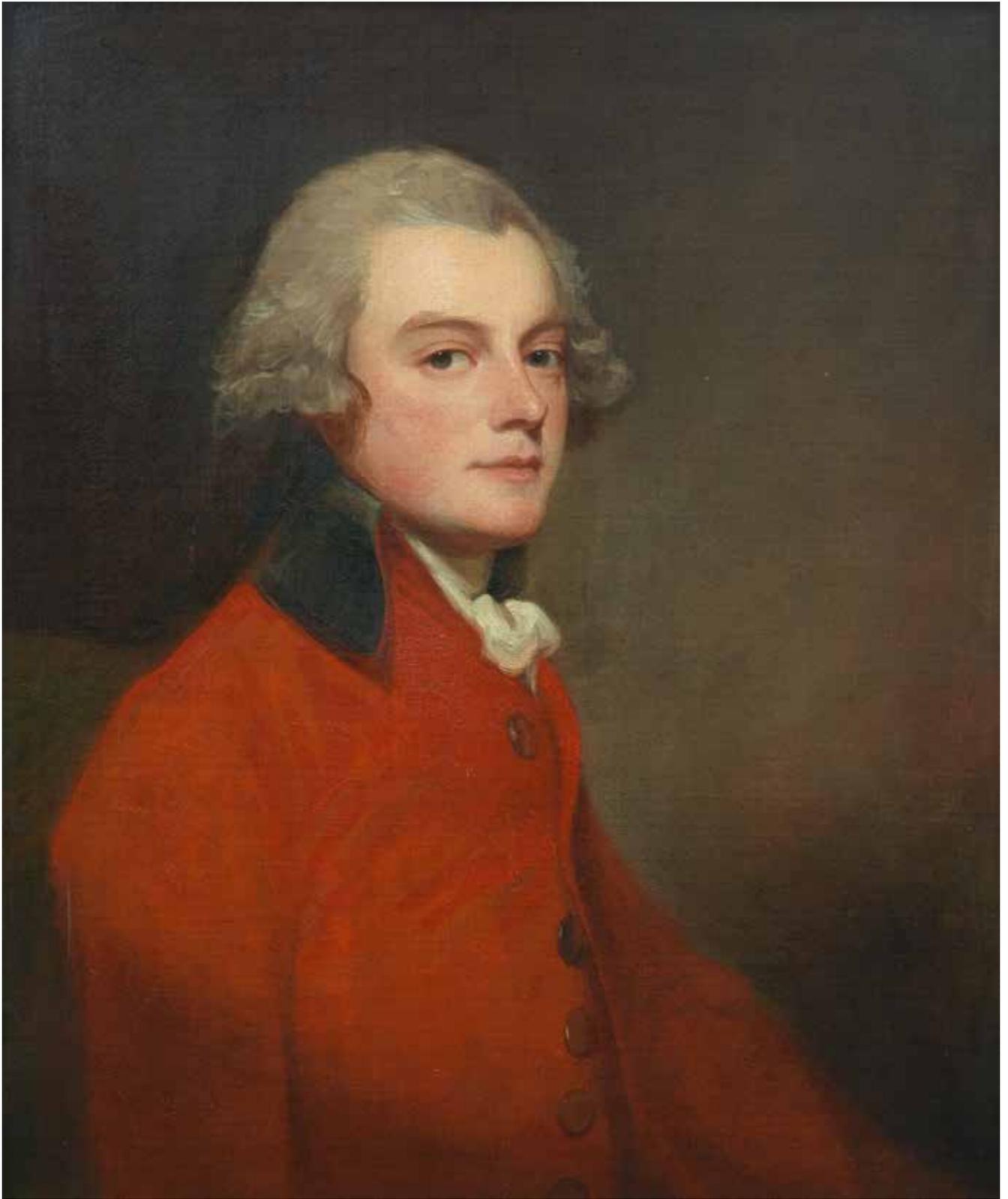
Her husband, Sir Alfred Bower, and thence by descent to the present
owner

Literature

A. Kidson, *George Romney A Complete Catalogue of his Paintings*,
New Haven and London, 2015, vol. I, p. 105, no. 179a

Alex Kidson mentions the present portrait as one of two autograph
versions. The other being untraced, it is now difficult to judge which
would have been the prime version. The high quality of its companion
portrait of Mrs Burgoyne, however, would suggest the possibility that
this and the former lot are in fact the prime versions.

Burgoyne is known to have sat for Romney between 1779 and 1782.
Kidson believes that Burgoyne's sporadic visits to Romney's studio
may be those of a growing confidant; Burgoyne later bought Romney's
Emma as Saint Cecilia and a visit to Cavendish Square as late as May
1791 is recorded. Montagu Burgoyne and his wife, Elizabeth, are said
to have been put forward as claimants of the Great Dunmow Flich
Trials of bacon awarded to happily married couples every four years.



PROPERTY FROM A DISTINGUISHED ROYAL COLLECTION

38

**CLAUDE GELLÉE, CALLED CLAUDE LORRAIN
(CHAMPAGNE 1600-1682 ROME)**

A pastoral landscape with a shepherd and shepherdess beside their livestock in an Arcadian landscape with drovers on a bridge beyond
oil on canvas

97.7 x 134.9cm (38 7/16 x 53 1/8in).

£600,000 - 800,000

€790,000 - 1,100,000

US\$880,000 - 1,200,000

Provenance

Richard Curzon-Howe, first Earl Howe, 1824

Sale, Christie's, London, 21 March 1973, lot 81

With Noortman and Brod, October 1975, whence acquired by the present family

Exhibited

London, British Institution, 1824, no. 9

London, British Institution, 1858, no. 92 or no. 105

Munich, Haus der Kunst, *Im Licht von Claude Lorrain*, 12 March-29 May, 1983, cat. no. 5

Literature

M. Roethlisberger, 'Nuovi Aspetti di Claude Lorrain' in *Paragone*, November 1972, pp. 28-29, ill., fig. 20

M. Roethlisberger, *Im Licht von Claude Lorrain*, exh. cat., Munich, 1983, p. 68, cat. no. 5, ill.



© Musée des Beaux-Arts, Tours, France / Bridgeman Images

Self Portrait (oil on canvas), Claude Lorrain (Claude Gellée) (1600-82)



© 2016. Photo Scala, Florence – courtesy of the Ministero Beni e Att. Culturali

fig. 1 : Lorrain, Claude (1600-1682): Landscape, Gabinetto dei Disegni e delle Stampe degli Uffizi









fig. 2: Claude Lorrain - Landscape with the Rest on the Flight into Egypt, circa 1639

The present painting only became widely known when it was published by Professor Roethlisberger in 1972. In his article for *Paragone* he refers to it in the following terms: 'in excellent condition ... The painting stands out as autograph for the unmistakable quality of its execution, the unity and depth of its spatial effect that the copies never reached.' A drawing of it by Claude is in the Uffizi (no. 1,371 E, reproduced in Roethlisberger, *Claude Lorrain: The Drawings*, 1968, vol. II, fig. 119; the drawing is discussed in vol. I, no. 119; see our fig. 1). The drawing has the same characteristics as those in the *Liber Veritatis* and probably, like those, was made after the painting was finished, as a record and not as a sketch. Before being aware of the painting Roethlisberger had dated the Uffizi drawing to circa 1637. He has since suggested that the painting can be dated to 1635-1637. While we do not know who commissioned the present landscape, this was the period when Claude's work had begun to bring him important patrons, including the future Pope Clement IX, the French ambassador, Cardinal Carlo de' Medici, Pope Urban VIII, and perhaps most prestigious of all, King Philip IV of Spain. We know that Claude's house at this time was frequented by throngs of visitors. These included other landscape painters and his reputation in this field was such that artists began faking his work. According to Filippo Baldinucci's *Notizie*, this was the reason why the artist started to keep a visual record of his paintings before they left his studio. As appears to be the case with regard to the present work, his method was to make drawn copies of his landscapes, most of which were kept in a large book called by him *libro di verità* (the 'book of truth' or *Liber veritatis*, as it is today known by its Latin title). It may be suggested that the present work dates from before the beginning of the *Liber Veritatis* in 1636.

Until the present painting came to light in 1972, the composition was also known through two old copies: in the Galleria Nazionale, Rome (canvas, 84 x 109 cm., no. 957); and formerly in the collection of Duke Ludwig of Bavaria (size and present whereabouts unknown). Roethlisberger had formerly believed these pictures to have been broad imitations of Claude's *Landscape with the Rest on the Flight into Egypt* (Marcel Roethlisberger, *Claude Lorrain, The Paintings, Volume I: Critical Catalogue*, 1979, p. 501, no. 232; illustrated in *Volume 2: The Illustrations*, figs. 412 and 413), but we now know that they were derived from this original. The verso of the Uffizi drawing shows two figure sketches relating to a *Flight into Egypt* and a link may still be suggested to the Doria *Rest on the Flight* - which may well date to before the beginning of the *Liber Veritatis* (see fig. 2).

*Morning and evening are to
be preferred by the landscape
painter as they are the most
poetic times of day*



Claude has long been regarded as the greatest of all 'Ideal Landscape' painters, a term that denoted an image of landscape that is more beautiful and ordered than nature itself, and which had first been initiated by Venetian artists, such as Giorgione and Titian at the beginning of the 16th century. The term was closely associated with the pastoral depiction of shepherds and shepherdesses watching their flocks and herds. In this Claude also owed a debt to the contemporary landscape painters whom he would have encountered in Rome in the 1620s - such as Agostino Tassi and Goffredo Wals (under whom he studied); as well as being influenced by Filippino Napoletano, Bartholomeus Breenbergh and Paul Brill. While the latter artists, however, obeyed a formula of perspective which divided their landscapes into a series of demarcated planes, it is generally recognised that what marked Claude apart from all these artists was the way in which he invested a variety of lively details within a harmonious unity thanks to his unparalleled skill in the way he handled light. It is just this 'unity and depth of its spatial effect' that Roethlisberger admires with regard to the present painting in his 1972 article. Here we see a particularly fine example of Claude's mastery of the stunningly atmospheric effects of light and shade. Almost all of Claude's works are at the time of sunrise or sunset. As the Englishman, Edward Norgate (who had visited Rome in the 1620s) remarked, morning and evening are to be preferred by the landscape painter 'as they are the most poetic times of day.' Claude, moreover, developed the naturalism that characterised his works of the 1620s and '30s in particular through his direct studies in the countryside. His biographer, Joachim von Sandrart, wrote that the master would spend whole days in the field observing the light effects in the sky and on the ground, noting the appropriate colours on his palette and then going home to

record those effects on his canvas. In fact, Roethlisberger notes that it is at this particular period, more than any other of Claude's career, that his finished paintings followed his drawings from life, enabling him to invest in his landscapes the realistic atmosphere that manifested from his researches in the field. Sandrart also claimed that it was following his instigation that Claude took to preparing oil sketches on prepared paper or fine cloth. But most importantly the artist made numerous drawings from nature using pen, brown ink wash and black or grey chalk. Like almost all landscape painters in oils, Claude worked for the most part alone, not even adopting the relatively common practice of employing figure painters, as can be attested by his drawings in which the figures are clearly by him.

The refined and cultivated values that Claude's works reflected account for his early patronage by members of the European nobility and higher clergy, a section of society that subsequently continued to favour his work as collectors in the centuries to come. The fact that by 1830 about two-thirds of Claude's pictures and drawings, including this one, were in British collections was also both a symptom and a cause of his far-reaching impact on British culture, where his idealised scenes affected landscape garden design, the poetry of the 'Augustan Age' and the literature of the Picturesque Movement, not to mention paintings in both oil and watercolour, the artist's most illustrious imitators and admirers being John Constable and, of course, JMW Turner, whose *Dido building Carthage* and *Sun rising through vapour* hang next to Claude's *The Seaport* and *The Mill* in The National Gallery in London, in accordance with the great Victorian artist's will. Indeed, Claude's poetic magic, so apparent in the present *Pastoral Landscape*, is timeless which is why it continues to be highly prized today.



OTHER PROPERTIES

39

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 - 20,000

US\$15,000 - 22,000



40

**ATTRIBUTED TO CORNELIS VAN POELBURGH
(UTRECHT CIRCA 1586-1667)**

The Annunciation

oil on panel

47.5 x 39cm (18 11/16 x 15 3/8in).

£5,000 - 7,000

€6,600 - 9,200

US\$7,300 - 10,000

A version of the present composition, on copper, 48 x 41 cm., is in the Kunsthistorisches Museum, Vienna, while a further version by Poelenburgh, on canvas, 48.6 x 42.2 cm., was sold at Christie's London, 4 July 1997, lot 482 (for £20,000). The present work, however, displays a degree of independence in its design which suggests that it may be a preliminary sketch. This is supported by a pentiment which shows that the artist lowered the position of the Archangel Gabriel's arm. Besides the absence of flowers which appear in the more finished Vienna version (but most of which are absent in the Christie's version), the present composition differs from both of these in the following details: the substitution of the upper putto in the left hand group; the addition of the legs of a putto to the top right of the upper right hand group; in the position of the Archangel's lilies (which in the Vienna version are pointed forward); there are further differences in the treatment of the Archangel's sash; and in the treatment of the drapery on the Virgin's *prie-dieux*, which is red, rather than mauve. The Christie's version follows the aforementioned differences characteristic of the Vienna painting.

41

FRANS DE MOMPER (ANTWERP 1603-1660)

A winter street scene with figures warming themselves around a fire and swineherds with their livestock

oil on panel

44 x 94cm (17 5/16 x 37in).

£35,000 - 50,000

€46,000 - 66,000

US\$51,000 - 73,000

Provenance

Sale, Ader Picard Tajan, Paris, 9 April 1982, lot 72, where purchased by the present owner (for 410,000 FF)

A similar composition which depicted the left hand side of the present work by Frans de Momper (signed 'F.R. de MOMPER', on panel, 43 x 58 cm.) was sold at Sotheby's London, 24 March 1976, lot 86. A further painting that appears to be extremely close to the present work was sold at Sotheby's London, 9 December 1987, lot 170 (on panel, 39 x 89 cm., as 'Attributed to Frans de Momper').





42

LOMBARD SCHOOL, 16TH CENTURY

The Infant Christ and Saint John the Baptist
oil on canvas

44.5 x 34.7cm (17 1/2 x 13 11/16in).

£3,000 - 5,000

€4,000 - 6,600

US\$4,400 - 7,300



43

**GIULIO RAIBOLINI, CALLED GIULIO FRANZIA
(BOLOGNA 1487-1540)**

The Madonna and Child with Saint Joseph

oil on panel

61 x 49.5cm (24 x 19 1/2in).

£20,000 - 30,000

€26,000 - 40,000

US\$29,000 - 44,000

Provenance

Private Collection, Nurnberg, Bavaria (as by Barbara Longhi), thence by descent through the family

Sale, Sotheby's, New York, 5 June 2008, lot 26A

Literature

E. Negro and N. Roio, *Francesco Francia e la Sua Scuola*, Modena, 1998, p. 295, cat. no. 257, ill., p. 294 (as by Giulio Francia and School, see note)

In her entry for the painting, Nicoletta Roio suggests that the present work is for the most part by Giulio Francia and that it is not unlikely there is some studio help (*..non e' improbabile tuttavia l'intervento di uno dei suoi piu' assidui collaboratori* op. cit. p.294). She compares it to the signed and dated *Madonna and Child with Saints Sebastian, James and the infant Baptist* in the Church of San Giovanni Battista at Fuipliano (see op. cit. p. 269, cat. no. 205).

44

GIUSEPPE ZOCCHI (FLORENCE 1711-1767)

The Flaying of Marsyas; The Judgment of Midas

a pair, oil on canvas

58.8 x 47cm (23 1/8 x 18 1/2in). (2)

£120,000 - 180,000

€160,000 - 240,000

US\$180,000 - 260,000

Provenance

Private Collection, Genoa

Sale, Cambi, Genoa, 17-20 September 2007, lot 1052, where purchased by the present owner (as Giovanni Paolo Panini)



fig. 1: Senses, taste, 1751, by Giuseppe Zocchi (1711- 1767) / De Agostini Picture Library / A. Dagli Orti / Bridgeman Images





fig. 2: The Judgement of Midas, Gabinetto dei Disegni e delle Stampe degli Uffizi

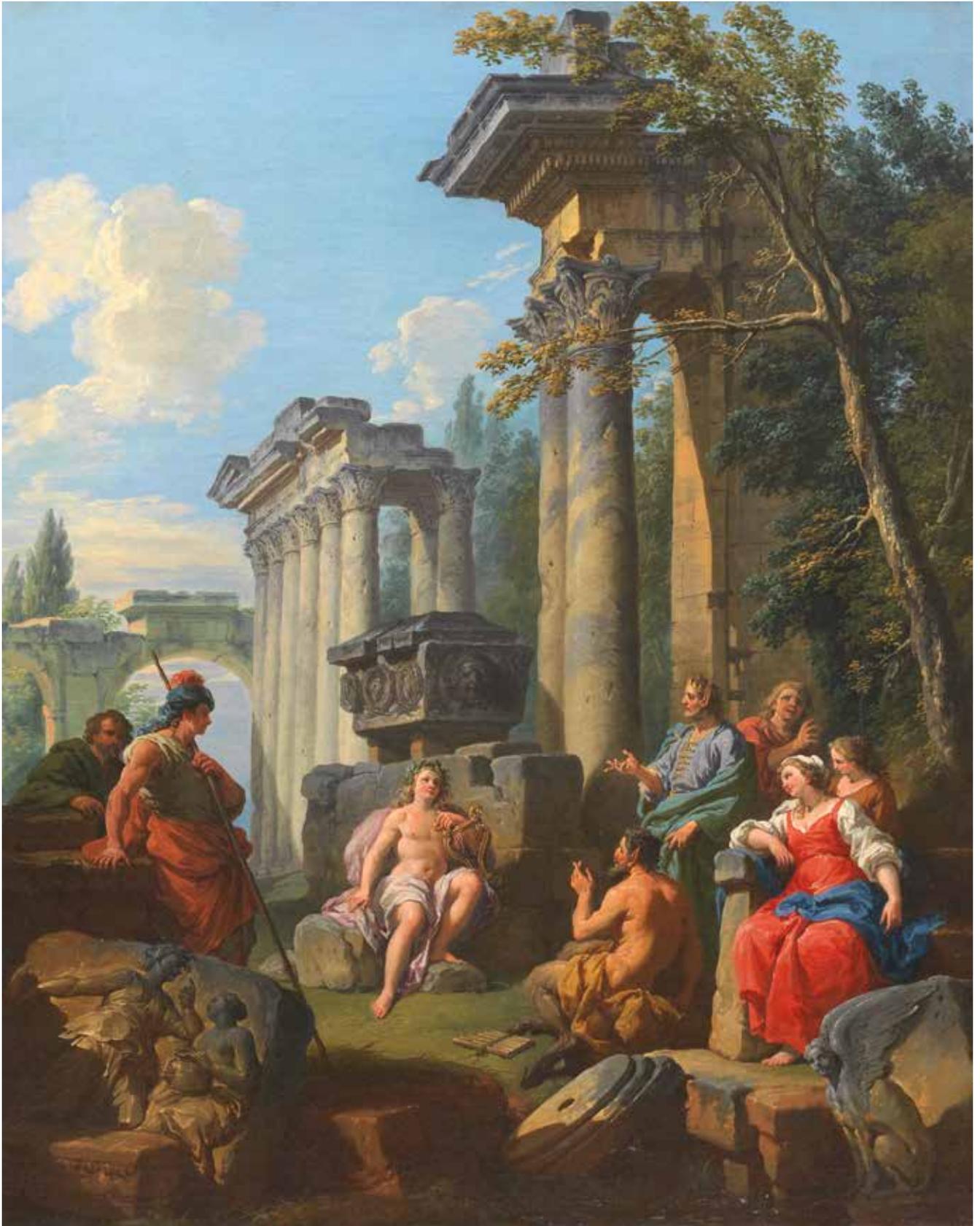
The present pair of paintings offer a potentially important and interesting addition to the *oeuvre* of Giuseppe Zocchi, the artist best known for his views of Florence and its surroundings. The type and subject of the present works are unusual for Zocchi and show him at his most Panini-like. The present works may be compared to his designs of the early 1750s for the Opificio delle Pietre Dure in Florence (see, for example, fig. 1) and perhaps the work where he comes closest to Panini can be found in the *Predica di una sibilla* in the Musée de la Chartreuse, Douai. The distinctive, silvery palette of the present pair of paintings along with the softer treatment of the foliage suggest the hand of Giuseppe Zocchi.

Whilst there are comparisons to be drawn with Zocchi's works of the early 1750s for the Opificio dell Pietre Dure in Florence, the present pair show a greater degree of refinement and polish than these latter paintings. The figures are more compact and finer in quality than the Pietre Dure studies.

Albeit with small differences in the composition, the source for the *Judgment of Midas* is surely the pen and ink sketch of the same subject at the Uffizi, Florence (Santarelli 6407, see fig. 2). A further

pen and ink study also showing figures amongst ruins (Santarelli 6408) is clearly by the same hand which uses the distinctive loopy technique with a strong diagonal bent to describe the foliage. This latter drawing was attributed by Edward Maser to Giuseppe Zocchi (see: E. Maser, 'Drawings by Giuseppe Zocchi for works in Florentine Mosaics', in *Master Drawings* 5, 1967, no. 1, p. 47-53). However, no final work in the Opificio delle Pietre Dure exists for either drawing.

Comparison with other works for which there is a direct connection with the Pietre Dure paintings, such as his preparatory sketches for *Smell and Touch* and *Taste* (see: A. Tosi, *Inventare la realta'. Giuseppe Zocchi e la Toscana nel Settecento*, Florence, 1997 p. 142, ill. reveal the same distinctive diagonal hatching for the foliage. A further comparative example could be found in his study *La Mosca cieca* also in the Uffizi, done in preparation for a work that was never executed. This latter drawing shows not only the diagonal hatching but also the pools of dark wash used to create the shadows and form the figures. The close technical affinities between the aforementioned Pietre Dure studies in the Uffizi make an attribution to Zocchi for the *Judgment of Midas* sketch and therefore the present pair of paintings entirely plausible.





45^{WT}

**ATTRIBUTED TO PAOLO DE MATTEIS
(CILENTO 1662-1728 NAPLES)**

Diana and Niobe
oil on canvas

151.2 x 205.6cm (59 1/2 x 80 15/16in).

£8,000 - 12,000

€11,000 - 16,000

US\$12,000 - 18,000

The present composition is based on Luca Giordano's work of the same subject in the Museo di Capodimonte, Naples.

46^{* WT}

ROMAN SCHOOL, 17TH CENTURY

Saint Ambrose
oil on canvas

127.2 x 97.1cm (50 1/16 x 38 1/4in).

£10,000 - 15,000

€13,000 - 20,000

US\$15,000 - 22,000

Provenance

The Collection of Ernest May, Paris
With Knoedler, New York, 1978

Exhibited

Galerie Charpentier, Paris, 1925

Literature

A. Dayot, 'Une exposition d'art ancien espagnol' in *L'Art et les Artistes*, vol. XI (new series), Paris, 1925, pp. 293-300, ill. p. 294 (as by Herrera the Elder, in the Collection of Ernest May)

'Art ancien espagnol', in *l'Art vivant*, Paris, 1 July 1925, pp. 19-21, ill., p. 20

A. Mayer, 'Notas a cuadros espanoles' in *Boletin de la Sociedad Espanola de Excursiones y de la Seccion Excursionista de la Facultad de Filosofia y Letra*, Madrid, December 1935, pp. 239-240, ill.

The present work presumably formed part of a series of paintings depicting *The four Doctors of the Church*. Early copies of the four originals can be found in the Museo del Prado, Madrid (inv. nos 1.311-1.314) and numerous further copies attest to the popularity of the series. The only other original known from this group is the *Saint Gregory the Great*, formerly with Didier Aaron in 1978 (as Giovanni Lanfranco) and which is now in the Sarah Campbell Blaffer Foundation, Houston (BF.1984.21). Whilst there are some stylistic affinities with the work of Giovanni Lanfranco the present *Saint Ambrose* is much freer in its handling and its authorship remains unknown.

We are grateful to Dr Erich Schleier for his kind assistance with this catalogue entry.





47

CIRCLE OF JOHN DE CRITZ (ANTWERP 1551-1642 LONDON)

Portrait of King James I of England and VI of Scotland, half-length, holding a sceptre and orb inscribed 'JACOBVS D.G./MAG.BRI.FRAN./ET. HIB. REX.' (upper left), inscribed 'I R' with the sitter's coat-of-arms and dated '1604'

(upper right)

oil on canvas

103.2 x 79.4cm (40 5/8 x 31 1/4in).

£6,000 - 10,000

€7,900 - 13,000

US\$8,800 - 15,000

While evidently influenced by John de Critz's depiction of the first Stuart King of England, the present hitherto unknown portrait appears to be an original composition: the jewel in the King's hat (the King is almost invariably depicted with two different jewels in particular in his hat); the design of the jewelled sceptre; the design of the jewelled 'Lesser George' hanging from the blue ribbon (he is usually depicted with the 'George'); the orb with its painted maritime landscape - all these elements are independent of other better known portraits of the King.



48^{WT}

**ATTRIBUTED TO JOHN GREEN
(PHILADELPHIA(?) -DIED 1802 BERMUDA)**

Portrait of a gentleman, standing three-quarter-length, in a green coat and holding a rifle

signed 'J. GREEN Pinxit' (lower right)

oil on canvas

125 x 100.2cm (49 3/16 x 39 7/16in).

£10,000 - 15,000

€13,000 - 20,000

US\$15,000 - 22,000

Little is known of Green's early life or the circumstances of his birth. He was living in Philadelphia by the 1750s, when Benjamin West drew a portrait of him which is now in the collection of the Pennsylvania Historical Society. By 1765, Green had settled in Bermuda but spent about a year in London, from 1774 to 1775. It was during this time that he renewed his friendship with West.

Less than a dozen of Green's paintings survive, with those dated spanning a ten-year period from the time he returned to Bermuda in 1775 to 1785, when he appears to have stopped painting upon his appointment as Collector of Customs. A year later, in 1786, Green became a judge of the Vice-Admiralty, a position he served until his death in 1802.

Of his works that remain, two are portrait miniatures and the rest are members of Green's family. Most of these were donated back to the Bermudan government by his descendants and they remain at his Bermuda residence, *Verdmont*, which is owned by the Bermuda National Trust.



49

**ATTRIBUTED TO THOMAS KEYSE
(ENGLAND 1722-1800 BERMONDSEY, LONDON)**

A melon, peaches, grapes, plums and other fruit with a wicker basket
on a stone ledge

oil on canvas

71.2 x 112.2cm (28 1/16 x 44 3/16in).

£5,000 - 7,000

€6,600 - 9,200

US\$7,300 - 10,000



50^{WT}

**ATTRIBUTED TO MAXIMILIAN PFEILER
(ACTIVE ROME, CIRCA 1694-CIRCA 1721 BUDAPEST)**

A silver vase of roses, tulips, chrysanthemums and other flowers with a split melon, grapes, lemons on a silver dish and a spaniel on a marble ledge, a park landscape beyond
oil on canvas

88.5 x 165.3cm (34 13/16 x 65 1/16in).

£8,000 - 12,000

€11,000 - 16,000

US\$12,000 - 18,000



51

**APOLLONIO DOMENICHINI (VENICE CIRCA 1740-1760),
FORMERLY KNOWN AS THE MASTER OF THE LANGMATT
FOUNDATION VIEWS**

The Bacino di San Marco, Venice
oil on canvas
36.8 x 57.2cm (14 1/2 x 22 1/2in).

£18,000 - 25,000

€24,000 - 33,000

US\$26,000 - 37,000

We are grateful to Charles Beddington for confirming the attribution on the basis of colour photographs.



52

**ENGLISH FOLLOWER OF ANTONIO CANAL,
CALLED IL CANALETTO, 18TH CENTURY**

The Grand Canal, Venice, looking northeast
from Santa Croce to San Geremia
oil on canvas

51 x 76.3cm (20 1/16 x 30 1/16in).

£8,000 - 12,000

€11,000 - 16,000

US\$12,000 - 18,000



53

GEORGE JAMESONE (ABERDEEN CIRCA 1589-1644)

Portrait of King Donald III of Scotland, half-length, wearing a gold robe trimmed with blue and a blue cap trimmed with ermine inscribed and dated 'DONALDVS/Anno 1092' and bears inscription "DONALDVS/Anno 1092' (upper right) and inventory number '79' (lower right)

oil on canvas

66 x 58.5cm (26 x 23 1/16in).

£6,000 - 8,000

€7,900 - 11,000

US\$8,800 - 12,000

Provenance

Council of Edinburgh 1633

Marquis of Lothian

His sale, 1970s

Private Collection, California

Literature

D. Thomson, 'The Life and Art of George Jamesone' in *Studies in the History of Art and Architecture*, Oxford, 1974, p. 97, no. 54



This significant recent re-discovery is one of the famous series of historical portraits of Scottish kings commissioned by the Council of Edinburgh as part of the magnificent display of pageantry to mark King Charles I's triumphal entry into the city in 1633 - the first time Charles had returned to the land of his birth since his accession in 1625. The artist employed was the Aberdonian, George Jamesone, who had recently moved to the capital and established himself as the pre-eminent Scottish portraitist. The route of the monarch's entry consisted of seven triumphal arches, designed to reinforce Charles's place in a very ancient line of Scottish monarchs. Once totalling over 100, less than a quarter of the portraits are known to have survived into modern times. Those still extant include the portraits of Robert the Bruce and William Wallace currently on display at the Scottish National Portrait Gallery. The present example is one of a group of 26 works that were sold from the collection of the Marquises of Lothian at Newbattle Abbey in the 1970s. It was subsequently re-discovered in California, where it was described simply as a Portrait of an unknown European king.

Donald III of Scotland (or Donald Bane/Donald the Fair) is best known as Shakespeare's infant Donalbain in *MacBeth*. Following the murder of his father, King Duncan I, Donald fled to Ireland for fear that he too would be killed. After MacBeth's death the Scottish throne was restored to Donald's elder brother Malcolm III. At that time the custom would have been for Donald to succeed his brother but Malcolm excluded him as his heir in favour of his sons. Nevertheless, following the death of Malcolm and his Queen, Margaret, Donald invaded Edinburgh and seized the crown. In 1094 he was replaced by his nephew, but the reign of Duncan II was short-lived, Donald taking back the throne, but only until he was in turn blinded and imprisoned by Malcolm and Margaret's eldest son, Edgar. He died shortly after.

54^{WT}

**CIRCLE OF ADAM VAN NOORT THE ELDER
(ANTWERP 1562-1641)**

The Sermon on the Mount
oil on panel

74.8 x 142.7cm (29 7/16 x 56 3/16in).

£12,000 - 18,000

€16,000 - 24,000

US\$18,000 - 26,000

The figure of Christ in the present painting repeats that in Adam van Noort's work of the same subject formerly in the collection of Mary van Berg, New York in 1947.



55

FLEMISH SCHOOL, 1611

Portrait of a gentleman, three-quarter-length, in black inscribed and dated 'AETATIS.SVAE.45.Aº 1611' (upper right) and charged with sitter's coat-of-arms (upper left)

oil on panel

104.8 x 74.7cm (41 1/4 x 29 7/16in).

£18,000 - 25,000

€24,000 - 33,000

US\$26,000 - 37,000



56

**CIRCLE OF CORNELIS VAN DER VOORT
(ANTWERP 1576-1624 AMSTERDAM)**

Portrait of a lady, half-length, in a black embroidered dress
inscribed and dated 'AETA.47./Anº 1616.' (upper right) and inventory
number '19' (lower right)

oil on panel

105.3 x 74.6cm (41 7/16 x 29 3/8in).

£18,000 - 25,000

€24,000 - 33,000

US\$26,000 - 37,000



57

**WORKSHOP OF DOMENIKOS THEOTOKOPOULOS,
CALLED EL GRECO (CANDIA 1541-1614 TOLEDO)**

Saint Jerome

oil on canvas

110.6 x 88.2cm (43 9/16 x 34 3/4in).

£12,000 - 18,000

€16,000 - 24,000

US\$18,000 - 26,000

The present composition is derived most closely from the composition by El Greco in the Collection of the Marchese di Santa Maria de Silvela y de Castañar (oil on canvas, 105 x 90 cm.). The latter work has been alternatively dated to 1587 or 1589-94. A further autograph version which lacks the foliage is in the National Gallery of Scotland, Edinburgh.



58^{WT}

CIRCLE OF JUAN DE VALDES LEAL (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

€20,000 - 26,000

US\$22,000 - 29,000



59*

SPANISH SCHOOL, CIRCA 1830

Portrait of a gentleman, three-quarter-length, seated, wearing the insignia of a Knight Grand Cross of the Order of Saint Gregory the Great and a French Legion of Honour, Commander's neck badge; and Portrait of a lady, three-quarter-length, in a white dress, seated before a table

a pair, oil on canvas, unlined

91.8 x 71.9cm (36 1/8 x 28 5/16in). (2)

£5,000 - 7,000

€6,600 - 9,200

US\$7,300 - 10,000

The Pontifical Equestrian Order of Saint Gregory the Great is one of the five Orders of Knighthood of the Holy See. It was established by Pope Gregory XVI in 1831 to honour 'gentlemen of proven loyalty to the Holy See who, by reason of their nobility of birth and the renown of their deeds or the degree of their munificence, are deemed worthy to be honoured by a public expression of esteem on the part of the Holy See.'



**GIOVANNI FRANCESCO BARBIERI, CALLED IL GUERCINO
(CENTO 1591-1666 BOLOGNA)**

A study of putti for the *Madonna del Rosario*, Osimo
red chalk on paper
20.7 x 32.7cm (8 1/8 x 12 7/8in).

£25,000 - 35,000

€33,000 - 46,000

US\$37,000 - 51,000

Provenance

From an album of 28 drawings by Guercino, purchased, probably in Bologna or Florence, between 1741 and 1746, by John Chaloner Chute (1701-76), who was resident in Italy during that period, and thence by descent in the Chute family, the Vyne, Basingstoke, Hants Their sale, Sotheby's, London, 22 June, 1949, lot 1, where purchased by R. E. A. Wilson (who broke up the album, selling the drawings individually)¹
Private Collection, UK

Literature

D. Mahon and N. Turner, *The Drawings of Guercino in the Collection of Her Majesty the Queen at Windsor Castle*, Cambridge, 1989, pp. 57-8, under no. 98, and p. 188

The drawing is one of 28 red chalk studies by Guercino from an album, known as the Chute album, sold in a single lot at Sotheby's, London, in 1949 (see above). The studies must have been selected c. 1740 from the quantities of such red chalk drawings by the master which had passed by descent, along with the rest of his estate, to the painter's heirs, the Gennari family of Bologna. The intention of grouping them together in an album seems almost certainly to have been to sell it to a visitor on the Grand Tour, many of whom were British and Irish travellers and eagerly on the look-out for drawings by Italian masters. The purchaser was John Chaloner Chute, a friend of Horace Walpole (1717-1797), who acquired it during his Italian stay (1741-46), very likely in either Bologna or Florence, and it remained in the possession of his family until 1949.

At the time of its sale, or soon after, the late Sir Denis Mahon connected the present drawing with the putti in the upper half of *The Madonna of the Rosary, with Saints Dominic and Catherine of Siena*, an altarpiece that Guercino painted in 1642 for San Marco, Osimo, still in situ (fig. 1).²This had been commissioned in fulfilment of the wishes of Cardinal Agostino Galamini, bishop of Osimo and titular Cardinal of the church of the Aracoeli, in Rome, who had died in 1639. Guercino received a down-payment in August, 1641.³ In Malvasia's list of the painter's commissions, the altarpiece is cited under 1642, the year when it was designed and executed.⁴

In the picture, four putti appear in the sky to either side of the Virgin and Child in glory, one to the left and three to the right. They are winged and proffer or scatter roses in recognition of Saints Dominic and Catherine below.⁵ The Virgin and Child each hand a rosary to the saints as they kneel to receive them. The roses flourished by the putti in the sky are an allusion to these rosaries, or strings of beads. A worshipper praying to the Virgin uses these beads as mnemonic cues so that his prayers are said in correct order. Saints Dominic and Catherine are associated with the recitation of such prayers and so, too, with rosaries.



fig. 1: Guercino, *The Madonna of the Rosary, with Saints Dominic and Catherine of Siena*, San Marco, Osimo

The ex-Chute drawing was made early on in the preparatory process of the altarpiece. Of the four, two are winged and two hold roses. Only the putto in the centre is winged and has flowers in one hand. The pair of putti to the right of the drawing, one above the other, seems to be for the middle and lower putti in the upper right of the picture, but in reverse.⁶ The putto flying towards the spectator in the centre of the sheet presages the child angel in the top right, again in reverse. The one mostly in shadow, upper left, prefigures the solitary winged cherub in the top left.

Two pen-and-ink drawings for the same group of putti to the upper right of the altarpiece have survived. One, formerly in the collection of Sir J. C. Robinson, was offered at Millon, Paris, on 15 June 2015, and is a study for the same pair seen to the right of the ex-Chute drawing, but in reverse and so in the same sense as their painted equivalents, from which, however, they differ in many respects.⁷In the ex-Sir J. C. Robinson collection drawing one of the putti holds a vase from which he takes the roses he is about to scatter.

The second pen-and-ink drawing, *Study of Two Putti among Clouds*, formerly Sotheby's, London, present whereabouts unknown, is in a similar, engraver-like style to that just mentioned (fig. 2).⁸ The two putti in this ex-Sotheby's drawing this time correspond, with differences, to those at the top and centre of the same group of three in the top right of the altarpiece.

We are grateful to Nicholas Turner for preparing this catalogue note.





fig. 2: Guercino, Study of Two Putti among Clouds / Image courtesy of Sotheby's

Notes

¹ Sir Denis once told me that in order to have a record of the album's contents, he hired a photographer to take black-and-white photographs of all the drawings before the 1949 sale, while the volume was at Sotheby's. These still exist and are kept in his archive, now in the National Gallery of Ireland, Dublin. All of this material is undergoing conservation treatment prior to being made available to the public. Sir Denis himself was to own two of the drawings, now in the Ashmolean Museum, Oxford (see D. Mahon and D. Ekserdjian, *Guercino Drawings from the Collections of Denis Mahon and the Ashmolean Museum*, 1986, nos 28-9). There were six sheets from the album in the British Museum's exhibition, *Drawings by Guercino from British Collections*, London, 1991, including the two from the Mahon collection. They are nos 55, 66, 73, 125, 135 and 138 of the British Museum catalogue.

² L. Salerno, *I dipinti del Guercino*, Rome, 1988, p. 282, no. 202.

³ *Il libro dei conti del Guercino 1629-1666* (a cura di B. Ghelfi), Bologna, 1997, pp. 110-11, no. 257.

⁴ C. C. Malvasia, *Felsina Pittrice*, 1678, II, p. 373; 1841, II, p. 265.

⁵ One other painting from Guercino's mature period includes a putto holding a bunch of roses. This is *Madonna of the Rosary, with Sts Dominic and Catherine of Siena*, painted in 1637 for the Chiesa di San Domenico, Turin, also still in situ, in which the putto strides upright in the air, his body in shadow, as he lowers his bouquet towards the head of the Christ Child (Salerno, 1988, p. 255, no. 168).

⁶ While planning a composition with drawings, Guercino often reversed his figures to determine if they worked better the other way round. This seems to have occurred with three out of the four figures studied here. Two offsets from the present drawing, crudely retouched in the eighteenth century, are preserved in the Royal Library, Windsor Castle, providing evidence that such a reversal occurred (Mahon and Turner, 1989, p. 188, nos 642-3).

⁷ Pen and brown ink; 205 x 280 mm. The drawing is numbered on the reverse in the hand of Paolo Antonio Barbieri: 22/700. Formerly the collection of J C Robinson (L1433)

⁸ Pen and brown ink; 199 x 176 mm (Mahon and Turner, 1989, pp. 57-8, under no. 98). The drawing was sold at Sotheby's, London, 21 November 1974, lot 55).



61

JOHN CONSTABLE R.A. (SUFFOLK 1776-1837 HAMPSTEAD)

East Bergholt Fair
 inscribed 'Book/ c' (upper centre)
 pencil on wove paper
 11 x 16.4cm (4 5/16 x 6 7/16in).

£15,000 - 20,000

€20,000 - 26,000

US\$22,000 - 29,000

Provenance

E. Cowles Voysey, by whom bequeathed to the present owner

Exhibited

London, Tate Gallery, *John Constable*, 13 June-15 September 1991, cat. no. 245

Literature

P. Goldman, 'Newly Discovered John Constable drawing' in *Antique Collector*, October 1982, pp. 86-87, ill.

I. Fleming Williams, *Constable and his Drawings*, 1990, p. 100-1, ill., fig. 97

L. Parris and I. Fleming Williams, *Constable*, exh. cat., Tate Gallery, 1991, pp. 408-9, ill, cat. no. 245

I. Fleming Williams, *Constable, a Master Draughtsman*, exh. cat., Dulwich Picture Gallery, 1994, p. 124, ill, fig. 62

G. Reynolds, *The Early Paintings and Drawings of John Constable*, New Haven/ London, 1996, p. 171, cat. no. 12.30, ill. pl. 960

The present drawing is dated in the Tate Gallery exhibition catalogue, by a process of elimination, to 1812, when the annual toy fair at East Bergholt was held, in front of the Constable family home on the 29 and 30 July. Constable made a number of sketches of the fair; two oils, one by day and one by night, and a group of five pencil sketches.

This drawing, and two others in the group, depict the stalls in the centre of the village, which formed the focal point of the fair. The present work shows a quiet moment, either before the crowd has arrived or after the fair had finished on the Friday afternoon. The remaining sketches of the 1812 fair, one in a private collection and the other in the Huntington Library and Art Gallery, San Marino, California, are of crowds gathered outside The White Horse pub.

JOHN SELL COTMAN (NORWICH 1782-1842 LONDON)

Part of the Refectory of Walsingham Abbey, Norfolk
watercolour on paper
29.4 x 45.2cm (11 9/16 x 17 13/16in).

£30,000 - 50,000

€40,000 - 66,000

US\$44,000 - 73,000

Provenance

Francis Gibson of Saffron Walden, (d. 1860)
His son-in-law, Rt Hon Lewis Fry MP (d. 1921)
Lewis G. Fry (1860-1933)
Dr L.S. Fry, and thence by descent through the family

Exhibited

Norwich, Norwich Society of Artists, 1811, no. 133,
(Part of Walsingham Abbey, Norfolk – sketch for Cotman's
Antiquities of Norfolk)
London, Burlington Fine Arts Club, *Exhibition of drawings in
watercolour and in black and white by John Sell Cotman*, 1888, no.32
(Interior of Walsingham Abbey)
London, Tate Gallery, *Exhibition of works by John Sell Cotman
and some related painters of the Norwich School*, 1922, no. 178
(Walsingham Abbey)
Amsterdam, Stedelijk Museum, *Twee eeuwen Engelse Kunst*, 1936,
no. 238

Literature

S.D. Kitson, *The Life of John Sell Cotman*, London, 1937, pp. 108-9,
no. 297
M. Hardie, *Water-colour painting in Britain* vol. II: The Romantic period,
London, 1967, p. 83
M. Rajnai and M. Allthorpe-Guyton, *John Sell Cotman 1782-1842.
Early drawings (1798-1812) in Norwich Castle Museum*, London,
1979, p. 90

The very fame of Walsingham Priory as the most celebrated pilgrimage site in Britain, surpassing even Beckett's shrine at Canterbury, ensured its almost complete destruction at the hands of Henry VIII. Of the church itself, only the east window was left standing; the partially demolished refectory alone remained, with its fine late 13th-century tracery and carved finials, to give any impression of the grandeur of the whole complex. Cotman first visited soon after his return to Norwich in 1806, and produced three of his boldest watercolours. The magnificent arch of the Priory window is now in the National Gallery of Victoria, Melbourne, and the east window of the Refectory in the City Art Gallery, Leeds. The third is this view of the south wall of the Refectory, partially obscured by a great solid block, most likely lime for the building works which were taking place around 1807-8. The sense of mass, and the drama of the sharp silhouette owe a great deal to Girtin, but Cotman introduced his own personal twist on the fashion for the Picturesque ruin with a wealth of distracting incident: untidy stacks of planks, a tool sharpener, a rickety staircase. All put present human concerns before any reverence for antiquity.

Cotman returned to Walsingham in July 1811; he was just embarking on his first set of etchings of Norfolk architecture and wanted to study these important remains afresh. His print of the same subject, 'Part of the Refectory of Walsingham Abbey' (fig. 1), was among the earliest to be completed, in 1812 (historically, it was never more than



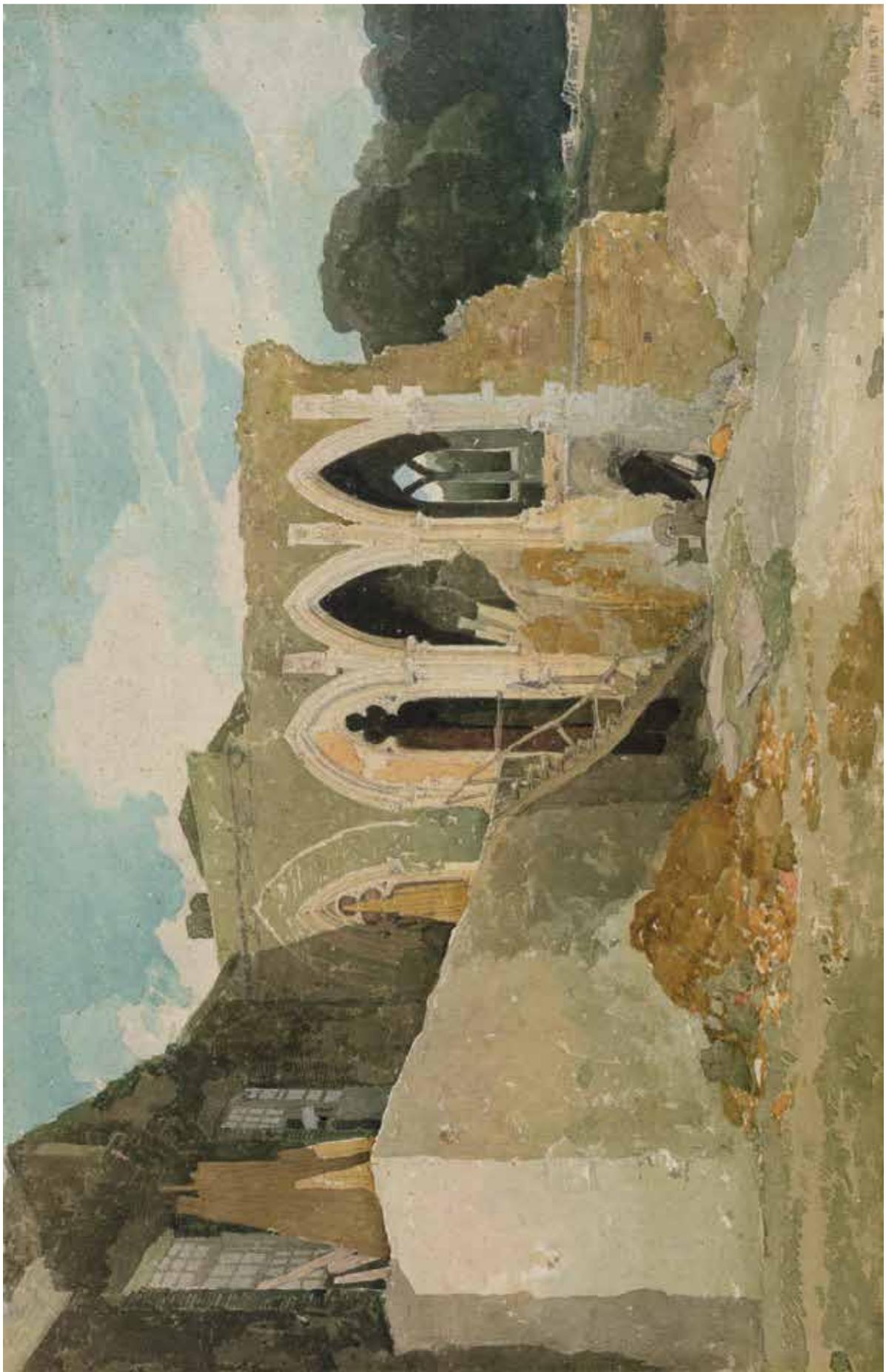
© National Trust / Sue James

fig. 1: Part of the Refectory at Walsingham Abbey by John Sell Cotman

a priory, despite its familiar designation, then, and now). He took the earlier watercolour as a model, but cropped the more recent Abbey House, concentrating only on the mediaeval arches, accentuating their shape with the change to a vertical format. The print was dedicated to the owner of the house, Henry Lee Warner. It seems likely that the earlier watercolour was chosen by Cotman to draw attention to the forthcoming publication and exhibited at the Norwich Society in 1811, since neither of the other Walsingham subjects was etched.

In 1831 Cotman was approached by the banker Francis Gibson of Saffron Walden, who had admired the latest watercolours exhibited in London. Cotman sold him several of his finest early productions, and Gibson continued to acquire new work from Cotman until the end of the decade. He was virtually the only regular client outside Norfolk in Cotman's entire career. His watercolours were lent by his descendants to every subsequent Cotman retrospective, beginning with London in 1888, then the Tate Gallery in 1922 and finally the bicentenary exhibition of 1982, although this particular work has not been seen in public for more than a generation. Kitson, in his 1937 biography of Cotman, refers to it twice, as 'that superb drawing' and 'the loveliest of the Walsingham drawings', an opinion which the passage of time has more than confirmed.

We are grateful to Timothy Wilcox for preparing this catalogue entry.



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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* on each lot purchased:

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*

The *Buyer's premium* is payable for the services to be provided by *Bonhams* in the *Buyer's Agreement* which is contained in the *Catalogue* for this *Sale* and for the opportunity to bid for the *Lot* at the *Sale*.

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;

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licencing/> 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 *Buyer's 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 an 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. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- WT Objects displayed with a WT will be located at the Ward Thomas Removals Ltd warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ 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.
- Ⓞ 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 c/o <i>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 seven days written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and | | 11 GOVERNING LAW | All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place. |
| 8.1.10 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. | 10 MISCELLANEOUS | 10.1 | You may not assign either the benefit or burden of the <i>Contract for Sale</i> . |
| 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. | 10.2 | 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> . |
| 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. | | | |

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

4.4

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

4.5

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

4.6

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

4.7

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

4.8

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

6.1

Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.

6.2

You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.

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| <p>7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</p> <p>7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot 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 Seller):</p> <p>7.1.1 to terminate this agreement immediately for your breach of contract;</p> <p>7.1.2 to retain possession of the Lot;</p> <p>7.1.3 to remove, and/or store the Lot at your expense;</p> <p>7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract;</p> <p>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;</p> <p>7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) 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 Lot or part thereof;</p> <p>7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;</p> <p>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 Sale) until all sums due to us have been paid in full;</p> <p>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;</p> <p>7.1.10 on three months' written notice to sell, Without Reserve, 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 Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;</p> <p>7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.</p> <p>7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (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.</p> | <p>7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.</p> <p>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 Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.</p> <p>8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</p> <p>8.1 Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot 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:</p> <p>8.1.1 retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot; and/or</p> <p>8.1.2 deliver the Lot to a person other than you; and/or</p> <p>8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or</p> <p>8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.</p> <p>8.2 The discretion referred to in paragraph 8.1:</p> <p>8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, 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</p> <p>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.</p> <p>9 FORGERIES</p> <p>9.1 We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.</p> <p>9.2 Paragraph 9 applies only if:</p> <p>9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the Lot and that invoice has been paid; and</p> <p>9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and</p> <p>9.2.3 within one month after such notification has been given, you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the Lot.</p> | <p>9.3 Paragraph 9 will not apply in respect of a Forgery if:</p> <p>9.3.1 the Entry in relation to the Lot contained in the Catalogue 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</p> <p>9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.</p> <p>9.4 You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy ourselves that the Lot is or is not a Forgery.</p> <p>9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, 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 Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.</p> <p>9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.</p> <p>9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.</p> <p>9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.</p> <p>10 OUR LIABILITY</p> <p>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 Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.</p> <p>10.2 Our duty to you while the Lot 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 Lot or to other persons or things caused by:</p> <p>10.2.1 handling the Lot if it was affected at the time of Sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or</p> <p>10.2.2 changes in atmospheric pressure; nor will we be liable for:</p> <p>10.2.3 damage to tension stringed musical instruments; or</p> <p>10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot 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.</p> |
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10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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