

OLD MASTER PAINTINGS

Thursday 8 December 2016



Bonhams

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OLD MASTER PAINTINGS

Thursday 8 December 2016, at 2pm
101 New Bond Street, London

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9am - 4.30pm
Thursday 1 December
9am - 4.30pm
Friday 2 December
9am - 4.30pm
Saturday 3 December
10am - 5pm
Sunday 4 December
NO VIEWING
Monday 5 December
9am - 4.30pm
Tuesday 6 December
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Wednesday 7 December
9am - 4.30pm
Thursday 8 December
9am - 12pm

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23328

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Please see back of catalogue for important notice to bidders

ILLUSTRATIONS

Front cover: Lot 52
Back cover: Lot 36
Inside front cover: Lot 11 (detail)
Inside back cover: Lot 6 (detail)

IMPORTANT INFORMATION

The United States Government has banned the import of ivory into the USA. Lots containing ivory are indicated by the symbol Φ printed beside the lot number in this catalogue.

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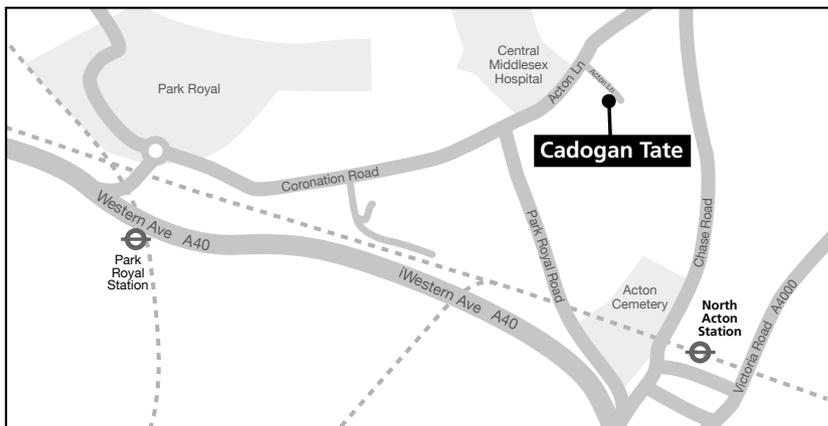
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Please note below the opening hours for Cadogan Tate over the Christmas period:

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CLOSED
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Thursday 29 December 2016
9am - 4.30pm
Friday 30 December 2016
9am - 1pm
Monday 2 January 2017
CLOSED

Normal hours will apply from Tuesday 3 January 2017



1

**JOHANN LUDWIG ERNST MORGENSTERN
(RUDOLSTADT 1738-1819 FRANKFURT)**

A church interior with figures in 17th century costume,
including grave diggers creating a tomb
signed with initials and dated 'i.L.E.M.*PX.1819'
(on base of column, lower right)

oil on panel

23.2 x 25.9cm (9 1/8 x 10 3/16in).

£5,000 - 7,000

€5,600 - 7,800

US\$6,100 - 8,500

Provenance

Private Collection, UK



2



3

2
**GIOVANNI CRIVELLI, CALLED IL CRIVELLINO
 (MILAN -1760 PARMA)**

A peacock, parrot and other birds with guinea pigs in a landscape;
 and A hound flushing duck from a river
 the former signed 'Gio Crivelli' (centre right)
 a pair, oil on canvas
 44.2 x 61.8cm (17 3/8 x 24 5/16in). (2)

£8,000 - 12,000

€8,900 - 13,000

US\$9,700 - 15,000

Provenance

Private Collection, Paris, early 20th century,
 and thence by descent to the present owner

3
**OTTO MARSEUS VAN SCHRIECK
 (NIJMEGEN 1619-1678 AMSTERDAM)**

A forest floor with lizards, toads and butterflies
 oil on canvas
 36.8 x 48.8cm (14 1/2 x 19 3/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

Private Collection, Belgium

We are grateful to Dr. Fred Meijer for confirming the attribution
 of the present work on first-hand inspection, as an early work by
 Otto Marseus van Schrieck, probably dating from his stay in Italy,
 circa 1648-1655.



4

**MASTER OF THE LANGMATT FOUNDATION VIEWS
(ACTIVE VENICE, CIRCA 1740-1770)**

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

£16,000 - 18,000

€18,000 - 20,000

US\$19,000 - 22,000

We are grateful to Charles Beddington for confirming the attribution to The Master of the Langmatt Foundation Views, probably Apollonio Domenichini, on the basis of a colour photograph.



5^{TP}

CLEMENTE SPERA (ACTIVE LOMBARDY, CIRCA 1661-1730)

An architectural *capriccio* with figures resting before a fountain
oil on canvas

106.9 x 178.1cm (42 1/16 x 70 1/8in).

£15,000 - 20,000

€17,000 - 22,000

US\$18,000 - 24,000

Provenance

Sale, Christie's, New York, 10 January 1990, lot 8
(The Property of an Educational Institution, as Giovanni Ghisolfi)
With Cesare Lampronti, Rome, 1991, where purchased by the
present owners

Literature

Ed. G. Sestieri, *Vedute e paesaggi italiani ed europei dal XVI al XVIII secolo*, exh. cat., Rome, 1991, p. 84, no. 47, ill.

We are grateful to Prof. David Marshall for confirming the attribution based on a colour photograph.

6

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

Saints Tecla, Archelaa and Susanna being taken to their martyrdom
oil on canvas

51.6 x 62.5cm (20 5/16 x 24 5/8in).

£10,000 - 15,000

€11,000 - 17,000

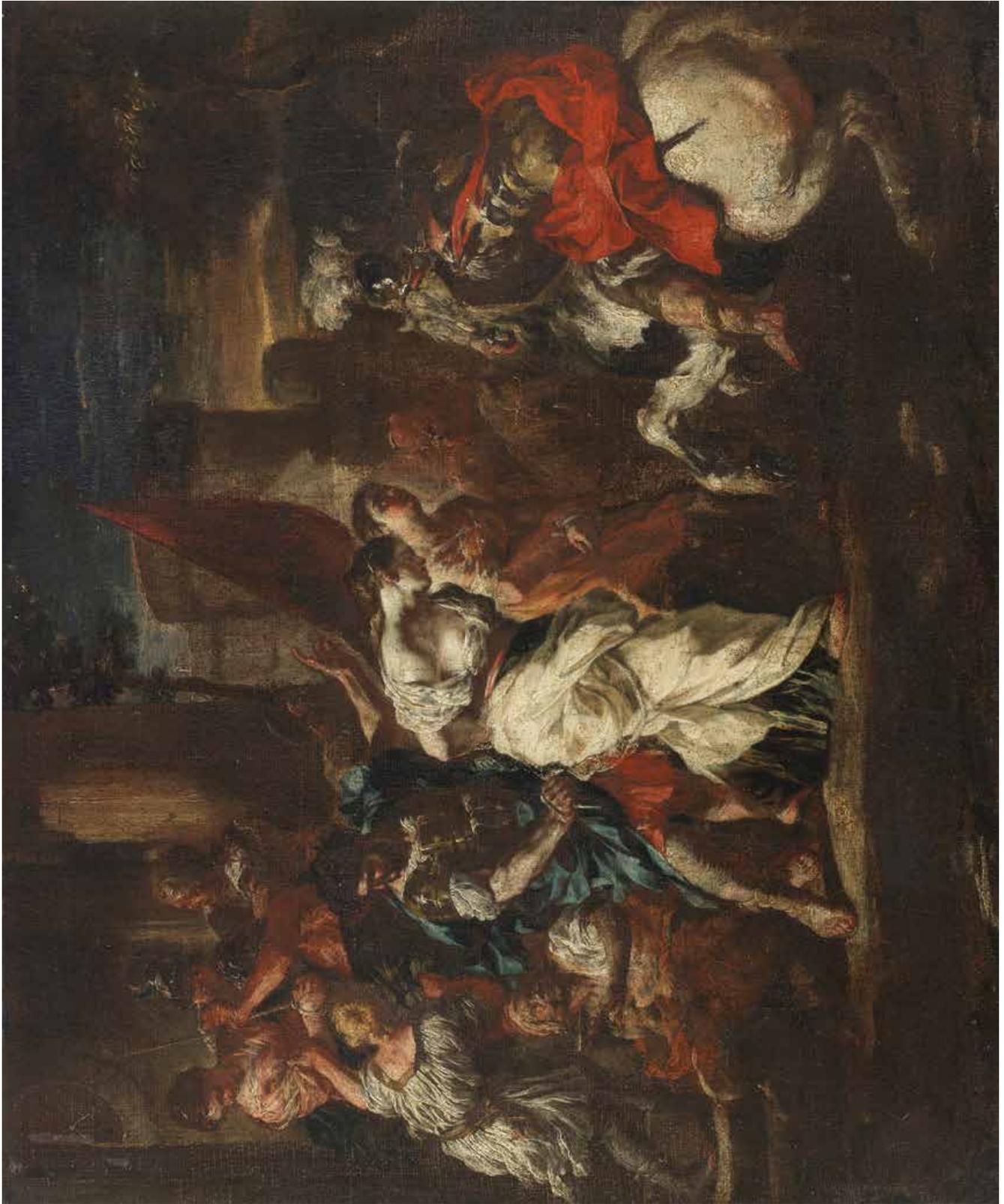
US\$12,000 - 18,000

Provenance

Private Collection, UK and thence by descent to the present owner

Solimena's somewhat simplified fresco of the present composition with a number of variations to the poses of several figures, such as the angle of horse's head, for example, is in the Chiesa di San Giorgio, Salerno. A *bozzetto* of the composition was recorded in the Corradini Collection in Naples in 1958 (see: F. Bologna, *Francesco Solimena*, Naples, 1958, p. 274) and there are two further small oils on canvas of the subject by Solimena which are published in the catalogue of the exhibition, *L'idea del Barocco a Napoli. "Macchie" e disegni di Luca Giordano, Francesco Solimena e seguaci (1670-1790)*, curated by Enrico De Nicola at the Galleria Civica d'Arte, Cava de' Tirreni, 6 December 2014 - 18 January 2015, Cava de' Tirreni 2014, pp. 20-33, 86-87.

We are grateful to Professor Nicola Spinosa for his assistance in the cataloguing of this lot.





7

**ATTRIBUTED TO ANDREA MICHELI, CALLED VICENTINO
(VICENZA 1542-1617 VENICE)**

A procession of women playing instruments
oil on canvas
61.8 x 118.2cm (24 5/16 x 46 9/16in).

£8,000 - 12,000

€8,900 - 13,000

US\$9,700 - 15,000

Provenance

Private Collection, Europe

The procession of musicians may be compared to those in Andrea Michieli's *David and Goliath* (oil on canvas, 43.36 x 60.96 cm., Freeman's Philadelphia, 14 June 2016, lot 41).



8

**FRANCESCO RIZZO DA SANTACROCE
(ACTIVE VENICE, 1507-1545)**

The Holy Family with a female martyr saint
oil on panel
68.8 x 98.2cm (27 1/16 x 38 11/16in).

£15,000 - 20,000

€17,000 - 22,000

US\$18,000 - 24,000

The angular treatment of the drapery in the present work, along with the dramatic tonality of the sky suggest this is a typical, late work by Francesco Rizzo da Santacroce. A further characteristic of this *Holy Family with a female martyr Saint* is the underdrawing which is visible throughout. This peculiarity is seen in works by the artist such as his *Holy Family with Saint Simon* previously on the art market in Venice (see: E. Rowlands, 'Raffazzonando con qualche gusto e con buona pratica. Le opere tarde di Francesco Rizzo da Santacroce' in *Saggi e Memorie di Storia dell'Arte*, no. 23, 1999, pp. 18). In his article, Rowlands believes that this may simply be the result of the way the artist put together his pigments. The underdrawing is itself notable for its lack of hatching which may suggest that the artist regularly used cartoons to repeat his compositions, as his teacher Francesco di Simone da Santacroce (Santa Croce circa 1470-1508 Venice) had done before him.

We are grateful to Peter Humfrey for confirming the attribution upon firsthand inspection of the painting.



9

CIRCLE OF MICHELE TOSINI (FLORENCE 1503-1577)

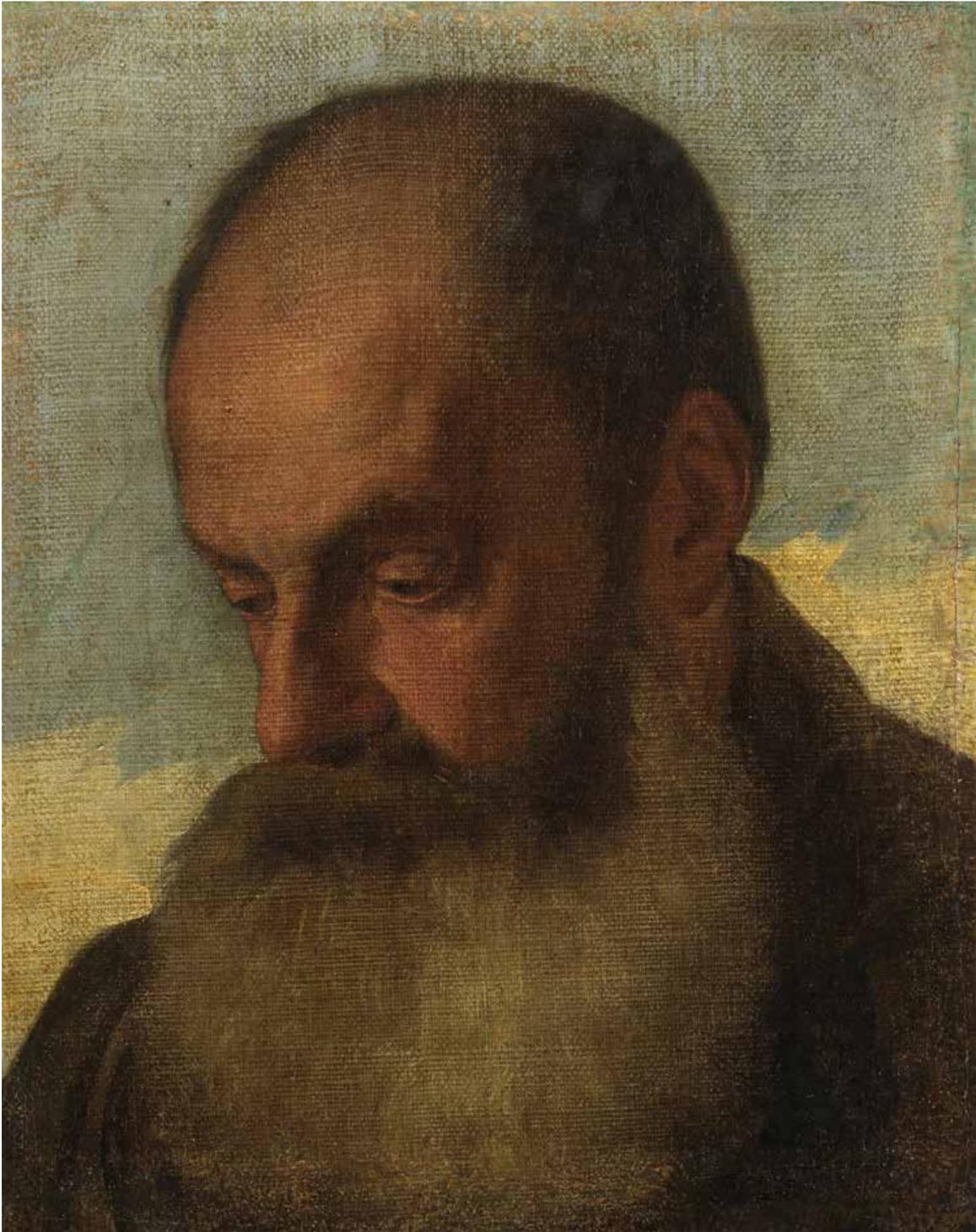
Portrait of a lady, bust-length, in black costume with ribbons in her hair
oil on panel

53.8 x 40.5cm (21 3/16 x 15 15/16in).

£6,000 - 8,000

€6,700 - 8,900

US\$7,300 - 9,700



10

VENETIAN SCHOOL, CIRCA 1530

The head of a bearded man

oil on canvas

42.2 x 34cm (16 5/8 x 13 3/8in).

£6,000 - 8,000

€6,700 - 8,900

US\$7,300 - 9,700

11^{TP}

**JOHN CLEVELY THE ELDER
(SOUTHWARK CIRCA 1712-1777 DEPTFORD)**

The flotilla of ships, led by the *Royal Charlotte* in company with five other royal yachts, arriving off Harwich on 6 September 1761, after conveying Princess Charlotte of Mecklenburg-Strelitz to England for her marriage to George III
oil on canvas

110.5 x 196.8cm (43 1/2 x 77 1/2in).

in a reproduction William Kent frame

£100,000 - 150,000

€110,000 - 170,000

US\$120,000 - 180,000

Provenance

The Collection of Major Samuelson, UK

With Lane Fine Art, London, where purchased by

The late J.Robertson, 1996 and thence by descent to
the current owner



When George III selected Princess Charlotte of Mecklenburg-Strelitz to be both his bride and his queen, it was obvious that she would need to be conveyed to England in safety as well as in luxury. It was not surprising therefore that the vessel chosen for the task of crossing the notorious North Sea was the largest royal yacht of the day, hitherto named *Royal Caroline*, in honour of George's mother. After she was hastily renamed (on 27 July 1761) to celebrate the new bride, a special squadron of six royal yachts (*Royal Charlotte* together with *William & Mary*, *Charlot II*, *Katherine III*, *Fubbs III* and *Mary III*) accompanied by six ships-of-war was quickly assembled at Harwich and, on 7 August, sailed for Cuxhaven under the command of Admiral of the Fleet Lord Anson. The future queen and her suite came aboard at the north German town of Stade where the young princess was so overwhelmed by the farewell ceremonies that she remarked 'And am I worthy of all these honours?' The return journey was beset by appalling weather and when the royal flotilla eventually made Harwich safely on 6 September, it had survived three severe storms and been almost wrecked on the coast of Norway on two occasions. Remaining on the yacht overnight, Charlotte disembarked early the next morning to travel to London where, after meeting her future husband for the first time, she and George were married at Saint James's Palace the very next day, 8 September, and crowned two weeks later.

There are two other depictions of this event by Cleveley the Elder. The first measuring 91.4 x 147.3 cm., titled 'The Landing of Princess Charlotte of Mecklenburg-Strelitz at Harwich' is at the Victoria Art Gallery, Bath (Accession number : BATVG : P : 1949.7 - A gift from Francis Llewellyn Bridges, 1949). The other titled 'Arrival of Princess Charlotte at Harwich in September, 1761' measuring 86.4 x 170 cm., is in the collection of the Peabody Essex Museum, Salem MA. This version shows the jubilation of the scene, with the royal yacht surrounded by escorting vessels with the sailors lined up on the booms. The present work shows the scene more round to seaward than Bath's example and Landguard Fort can be seen on the very right of the composition.

Royal Caroline, principal yacht to King George II and named in honour of his wife Caroline of Ansbach, was built at Deptford by Mr. J. Allin in 1749. Designed as a sixth-rate mounting 10-3pdrs. and 8-½ pdr. swivel guns, she was measured at 232 tons burden with a 90 foot gundeck and a 24½ foot beam. The largest royal yacht to date and the only such vessel to exceed 200 tons until *Royal Sovereign* was launched in 1804, she was one of the most sumptuously decorated vessels ever constructed and her full ship rig required a crew of 70 men to handle. She was also a uniquely important link in the development of fast sailing vessels for the Royal Navy and her hull lines, inherited from the last years of the seventeenth century, were scaled up for some of the new frigates and sloops of the 1750s whilst her design was being re-used as late as 1804. Quite apart from her many other duties, George II's frequent visits to Hanover meant that she was in constant use ferrying him to and from the continent and she remained a firm favourite with the King until his death in 1760.

After the *Princess Augusta* was launched in 1771, *Royal Charlotte* lost her place as the most favoured royal yacht but continued in service, her duties actually increasing as George III's children grew into adulthood and greater independence. In October 1797, *Royal Charlotte* reverted briefly to her former pre-eminence by taking the King down to the Nore to visit the fleet after its victory at Camperdown



although the actual review had to be abandoned due to adverse weather. This proved her last ceremonial outing and other than carrying the King on the occasional holiday trip to Weymouth during 1801-04, she was mostly laid up at Deptford due to the prevailing war with France and finally broken up in 1820.

John Cleveley the Elder was born in Southwark, London circa 1712. By 1726 he was apprenticed to a joiner, later working in the Royal Dockyard at Deptford, where he lived until his death in 1777. It is assumed that he learned to paint from one or some of the dockyard painters with whom he came into contact and only gradually refined his work to easel paintings, as it seems that he did not take up this profession seriously until he was in his thirties. Cleveley painted a series of launches of ships, ship portraits, a few battle scenes and royal occasions. Apparently, he did not feel he could give up his dockyard appointment as, in the year after his death, he is referred to in documents as 'carpenter, belonging to His Majesty's Ship *Victory* in the pay of His Mj's Navy'.

We would like to thank Dr. Pieter van der Merwe MBE, General Editor and Greenwich Curator, National Maritime Museum for his help in cataloguing this lot.





fig. 1. © Ligier Piotr/Muzeum Narodowe w Warszawie

12*

**CLAES CORNELISZ. MOYAERT
(AMSTERDAM CIRCA 1592-1655)**

Hercules after his victory over Achelous
signed with initials and dated 'cl. M/1648'
(lower right, the c and l in ligature)

oil on panel

47.6 x 70.9cm (18 3/4 x 27 15/16in).

£5,000 - 7,000

€5,600 - 7,800

US\$6,100 - 8,500

A painting depicting *Hercules after his victory over Achelous* given to a follower of Claesz. Moyaert (on panel, 52.5 x 68 cm.) is in the Kalinin Museum, Russia. The latter shows Hercules standing on the right hand side, rather than on the left, as is the case in the present work. The group around the tree on the left and in particular the seated female figure holding the bunch of grapes on the right can also be found in a drawing by Moyaert entitled *Bacchus and Ariadne on Naxos* in the Muzeum Narodowe, Warsaw (fig. 1).



13^{TP}

PIETER MEULENER (ANTWERP 1602-1654)

Bandits attacking a wagon convoy

oil on canvas

142.5 x 221cm (56 1/8 x 87in).

£15,000 - 20,000

€17,000 - 22,000

US\$18,000 - 24,000

Provenance

Sale, Sotheby's, London, 27 May 1987, lot 100

Gifted to the present owner in the late 1980s



14

MICHELI PARRASIO (VENICE CIRCA 1516-1578)

Portrait of a Diva, said to be Artemisia Roberti, three-quarter-length, wearing a fur-lined coat, pearls, and holding a musical score

oil on canvas

99 x 77.7cm (39 x 30 9/16in).

£6,000 - 8,000

€6,700 - 8,900

US\$7,300 - 9,700

Provenance

Gaetano Faccioli, Verona (as Pordenone)

His sale, Christie's, London, 28 June 1852, lot 93

(as Pordenone, where described in the catalogue as "well painted")

Mary Anne Talbot (?)

Given to Mary Gladstone, daughter of the Rt Hon. W.E. Gladstone on 21 June 1881 (all the above based on information taken from old labels formerly attached to the reverse of the canvas)

Private Collection, Somerset

The attribution was first proposed by the late Professor Federico Zeri (oral communication with the present owner).



15

NORTH ITALIAN SCHOOL, LATE 16TH CENTURY

Portrait of a gentleman, three-quarter-length, in black costume, holding a letter and standing before a green curtain
oil on canvas

94.7 x 74.8cm (37 5/16 x 29 7/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 18,000



16

PSEUDO SIMONS (ANTWERP ACTIVE CIRCA 1650-CIRCA 1680)

A *tazza* of peaches and grapes beside a bowl of strawberries and a lobster with a lemon on pewter dish, on a stone table-top oil on canvas

68.8 x 59.2cm (27 1/16 x 23 5/16in).

£6,000 - 8,000

€6,700 - 8,900

US\$7,300 - 9,700

Provenance

Private Collection, Belgium

We are grateful to Dr. Fred Meijer for confirming the attribution of the present still life to Pseudo Simons on first hand inspection.



17

ADRIAEN COORTE

(ACTIVE MIDDLEBURG, CIRCA 1683-CIRCA 1707)

A dead pheasant with dead song birds at the foot of a tree surrounded by hunting paraphernalia indistinctly signed (on stone, lower left)

oil on canvas

89 x 72.2cm (35 1/16 x 28 7/16in).

£30,000 - 50,000

€33,000 - 56,000

US\$36,000 - 61,000

Provenance

Private Collection, Belgium

We are grateful to Quentin Buvelot for confirming the attribution of this painting to Adriaen Coorte on first hand inspection. We are also grateful to Dr. Fred Meijer for further endorsing the painting on first hand inspection and for dating this work to the early 1680s.

This recently discovered composition by Adriaen Coorte, which is now his largest known work, can be placed together with his earliest known paintings: his *Mountain landscape with ducks* (signed and dated 1683 (on canvas, 84 x 70 cm., in The Kremer Collection,) and his *Pelican with ducks*, (also signed and dated 1683, 39 x 48 cm., in the Ashmolean Museum). An undated work that was attributed to Coorte by Fred Meijer may also be the artist's earliest known painting. Its subject, a hen and her chicks, is derived from d'Hondecoeter and the chicks in fact belong to the latter's standard repertoire. Buvelot also comments that the framing of the scene with a tree and undergrowth strongly recalls the signed painting with ducks from 1683 which provides a similar glimpse of landscape (see: Q. Buvelot, *The Still Lifes of Adriaen Coorte (active c. 1683-1707)*, The Hague, 2008, cat. nos. 1,2,3)

From these paintings it has been concluded that Coorte spent some time in Amsterdam since the style and composition of all of these paintings, in which waterfowl are the primary motif, are very similar to the *oeuvre* of the Amsterdam painter, Melchior d'Hondecoeter (1636-93). The latter's decorative paintings with birds were generally made for the country homes of high-ranking burghers. Since Coorte borrowed from d'Hondecoeter's specific compositions there seems to be no doubt that he was working in d'Hondecoeter's studio around 1683 (and the occurrence of the name 'Coorte' in earlier archival documents from Amsterdam indicates that the painter had relatives in the city). It may also be that Coorte worked on some of d'Hondecoeter's paintings since the latter is known to have had studio assistants to help him execute some of his larger works.

Coorte appears to have stopped painting birds after 1683, with the exception of a painting from 1699, which depicts a hoopoe above a still life of asparagus and strawberries. This was again based on a painting by d'Hondecoeter.





18

JAN WIJNANTS (HAARLEM CIRCA 1635-1684 AMSTERDAM)

A drover with cattle on a country path
indistinctly signed 'J.W***' (lower centre)
oil on panel

38.5 x 51.4cm (15 3/16 x 20 1/4in).

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

The Collection of J.E Bulmer, Herefordshire
(according to a label on the reverse)
Sale, Sotheby's, London, 16 June 1965, lot 9
With Brod Gallery, London
Private Collection, UK

Literature

K. Eisele, *Jan Wijnants*, Stuttgart, 2000, cat. no. 172, p.159, ill.



19

JACOB ADRIAENSZ. BELLEVOIS (ROTTERDAM 1621-1675)

Ships foundering in rough seas off a rocky coastline

oil on panel

72.8 x 107.8cm (28 11/16 x 42 7/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

The Collection of Dr. Cornelis Johannes Karel van Aalst, Hoevelaken, and by descent to his son

Dr N. J. van Aalst, Amsterdam

His sale, Christie's, London, 1 April 1960, lot 34

(as Bonaventura Peeters, signed with initials and dated 1647, purchased by Dent 200gns)

Purchased by the present owner's father in the 1960s

Exhibited

On loan to Utrecht, Centraal Museum, 1933- 1960, no. 382

Dr. Cornelis Johannes Karel van Aalst (Hoorn 1866 -1939 Hoevelaken), was a banker and president of the Nederlandsche Handel-Maatschappij N.V from 1913 until 1934. He built a large country house just outside Hoevelaken in 1928 to house his significant art collection. He is also perhaps best known for donating the *Huis met de Kolommen* at 502 on the Herengracht to the city of Amsterdam on the understanding that it would be the official residence of the Mayor. The first occupant in this capacity, Mayor Willem de Vlugt, moved in on 19 July 1927 and the building still serves as the official residence of the Mayor of Amsterdam.



20

THOMAS BARKER OF BATH (PONTYPOOL 1769-1847 BATH)

Portrait of the Deare family on the steps of their house

oil on canvas

68.6 x 105.2cm (27 x 41 7/16in).

£6,000 - 8,000

€6,700 - 8,900

US\$7,300 - 9,700

Provenance

With The Fine Art Society, London, 1969

The Deare Family, Dorset, by whom offered

Sale, Bonhams, London, 4 July 2012, lot 84,

where purchased by the present owner



21^{TP}

**ATTRIBUTED TO CHARLES JERVAS
(DUBLIN CIRCA 1675-1739 LONDON)**

Portrait of a girl reclining in a landscape
oil on canvas
98.5 x 142.5cm (38 3/4 x 56 1/8in).

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

Acquired by the present owner approximately 10 years ago



22

JAN VAN DER HEYDEN (GORINCHEM 1637-1712 AMSTERDAM)

A hilltop town beside a river, figures on horseback in the foreground
oil on panel

45.2 x 59.5cm (17 13/16 x 23 7/16in).

£15,000 - 20,000

€17,000 - 22,000

US\$18,000 - 24,000

Provenance

Likely to have been acquired by Thomas Hibbert II (died 1817),
thence by descent in the collection of the Hibbert family at Chalfont
House in the parish of Chalfont St. Peter, Buckinghamshire,
to Major General Hugh Hibbert of Chalfont, 1952

Exhibited

London, Royal Academy, *Winter Exhibition*, 1952-3, no. 272

An engraving by Jeanne Deny records a depiction of the same town
by Jan van der Heyden but from a different angle which was in the
Cabinet of the Duc de Choiseul.



AERT VAN DER NEER (AMSTERDAM 1603-1677)

An evening landscape with fishermen in the foreground, figures resting beside a bridge, a village with a church spire and windmills to the left, a country tavern to the right and vessels on an estuary beyond signed with monogram 'AV DN' (lower right, both in ligature)
oil on canvas

42.5 x 58cm (16 3/4 x 22 13/16in).

£80,000 - 120,000

€89,000 - 130,000

US\$97,000 - 150,000

Provenance

Sale, J. Viet, Amsterdam, 12 October 1774, lot 352 (sold for fl. 121)
With Leonard Koetsier, London (*Eventide Landscape*, 1958 catalogue, no. 6, dimensions incorrectly given as 42.5 x 50 cm.), where purchased by the present owner's parents

Exhibited

Possibly, Arnhem, Gemeentemuseum, 1958, no. 19, ill.
(see Schulz, *op. cit.* p. 381)

Possibly, Warsaw, Warsaw Muzeum Narodowe, 1958, no. 66/67
(cat. no. 66 (see Schulz, *op. cit.* p. 381))

Literature

C. Hofstede de Groot, *A Catalogue Raisonné of the Works of the Most Eminent Dutch Painters of the Seventeenth Century*, London, 1918, vol. VII, no. 322, p. 436

W. Schulz, *Aert van der Neer*, Doornspijk, 2002, no. 990, p. 381
(whereabouts unknown)

Hofstede de Groot describes the landscape by Aert van der Neer, sold in 1774 in Amsterdam as follows: 'Moonlit landscape with a river animated by various boats. In the foreground is a pool, where two fishermen are employed with a net. To the left a church with a tower and on the water some farmhouses. The ascending moon is to the right behind a house. - Faithful in light and in colouring. On canvas, 42.5 x 58 cm.' Because Schulz had not seen it and the 1958 catalogue gives the incorrect dimensions (42.5 x 65 cm.), he listed the Leonard Koetsier picture as 'Attribution plausible' and 'possibly the copy sold in Amsterdam, 12 October 1774, lot 352'. In fact, both the description and dimensions match Hofstede de Groot's no. 322 exactly. Schulz compared the composition to a version of the subject that was sold in Cologne, 3 June 1959, lot 111; and to works exhibited in Arnhem in 1958 (no. 19, fig. 34) and at Warsaw, 1958 (no. 66.). Copies of the present composition are known: in Brugge Stadhuis (B 138869); and sale, Amsterdam (Brandt), 28 June 1973, lot 33, ill. The latter was attributed to Anthony van Borssom, a suggestion that was rejected by both Fredo Bachmann and Wolfgang Schulz.

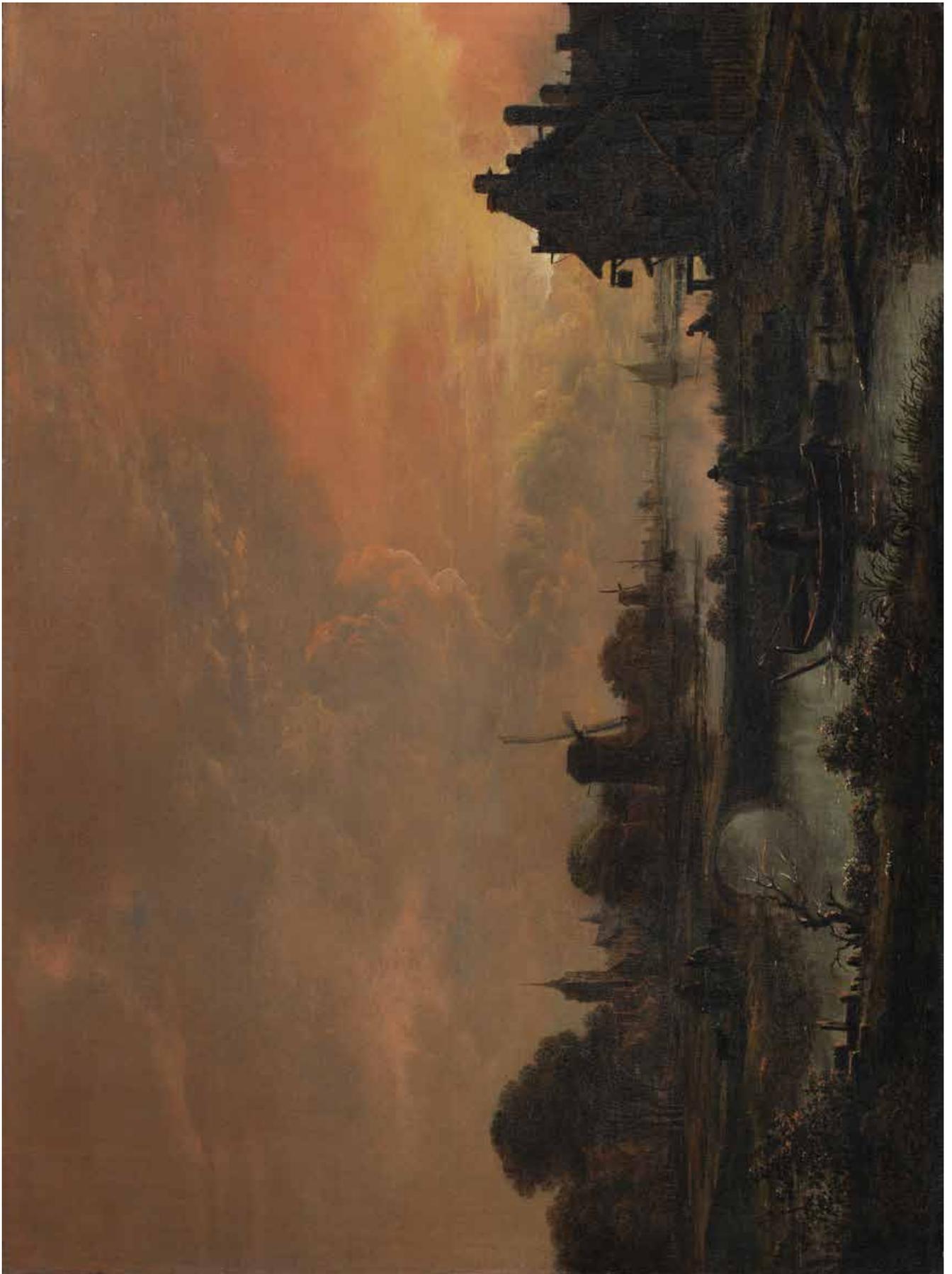
As a painter of twilight, moonlit and winter landscapes, Aert van der Neer was one of the most important landscapists of his age, celebrated for his subtle portrayal of atmosphere. His early landscapes were influenced by the Camphuysen brothers, Raphael and Jochem Govertsz., the former probably being his master. He married their sister, Lysbeth in 1629. This influence is evident in the design of the present work which is framed by a church spire and two windmills on the left and an inn on the right while receding to a distant estuary beyond. A very similar composition, for example, with the church, the windmill and a boat in the foreground, a winter landscape on panel, 26.4 x 40.5 cm., is in the National Gallery, London. It was through these two brother artists and those of the Frankenthal school, such as Gillis d'Hondecoeter and Alexander Keirincx, that van der

Neer inherited the compositional influence of the Flemish landscape tradition. Van der Neer's particular achievement, however, was that he augmented the established laws of perspective through his representation of light, often enhanced by cloud patterns and by the descent of dusk, through the use of subtle tonal changes, creating a sense of space and atmosphere. This could not be more evident than in the present poetic landscape.

The artist paid special attention to certain laws of nature, not only in the carefully considered detail in the sky, where imposing cloud formations are depicted with meteorological awareness, but most of all in his treatment of the reflection and diffusion of light with nuances of colour over a relatively monochrome landscape. The sunlight breaking through the clouds to the right of the present composition gives a clear, warm glow to the figures and other details it touches; while the artist's skill in conveying translucence allows those more distant details, lacking in the sun's light, to appear in the darkness through a variety of warm browns and steel greys.

Although he worked all his life in Amsterdam, his choice of subject matter reveals his love of the canals and woods around Haarlem and Leiden, and for the reaches of the Meuse and Rhine. Aert van der Neer's ultimate story is that of the classic impoverished artist, unappreciated in his own lifetime. In 1662, when he was documented as having been the keeper of a tavern with his son, Johannes, he was declared bankrupt and when his paintings were appraised they were considered to be of small value. It is a testament to his dedication as an artist, however, that van der Neer continued to paint while in a state of extreme poverty on the Kerkestraat in Amsterdam until his death.

We are grateful to Dr. Ellis Dullaert for her assistance in confirming the cataloguing of this lot.





24

**CIRCLE OF JEAN HONORÉ FRAGONARD
(GRASSE 1732-1806 PARIS)**

Venus and Cupid

oil on canvas

98.9 x 74.2cm (38 15/16 x 29 3/16in).

£15,000 - 20,000

€17,000 - 22,000

US\$18,000 - 24,000

Provenance

Lucien Millevoye (1850-1918), gifted by him to Maud Gonne (1866-1953), and thence by descent through the family to the present owner

Lucien Millevoye was a poet and prominent member of the Boulangist party in France; he had a relationship in the 1880s with Maud Gonne, a well-known campaigner for the Irish independence movement and women's causes and a muse of the poet W.B. Yeats. She and Millevoye had two children together; the politician Sean MacBride (1904-1988) was her son from a later marriage.



25

JEAN BAPTISTE GREUZE (TOURNUS 1725-1805 PARIS)

Portrait of a girl, half-length, in a white dress and pink bow, within a painted oval
oil on canvas

63 x 49.5cm (24 13/16 x 19 1/2in).

unframed

£25,000 - 35,000

€28,000 - 39,000

US\$30,000 - 43,000

Provenance

Private Collection, Canada, and thence by descent to the present owner

Edgar Munhall has confirmed the attribution to Jean-Baptiste Greuze upon first-hand inspection and suggests a date of 1765-70 (written communication, 15 August 2012). This was the period during which Greuze's reputation from his exhibits in the Paris *Salon* reached its zenith.

26*

**JOHANNES CORNELISZ. VERSPRONCK
(HAARLEM CIRCA 1606-1662)**

Portrait of a gentleman, three-quarter-length,
in black costume with a white lace collar and a black hat
oil on canvas
81.6 x 68.2cm (32 1/8 x 26 7/8in).

£80,000 - 120,000

€89,000 - 130,000

US\$97,000 - 150,000

Provenance

The Collection of Jos. Monchen, The Hague, by whom offered
Sale, Frederik Muller, Amsterdam, 20 April 1907, lot 180
The Collection of August Janssen, Amsterdam
With Kunsthandel J. Goudstikker, Amsterdam
(cat. XIV, 1919-20, no. 81)
With Kunsthandel P. de Boer, Amsterdam, 1956-7,
where purchased by the present owners' late father

Literature

R.E.O Ekkart, *Johannes Cornelisz. Verspronck*, Haarlem, 1979,
p. 102, cat. no. 62, ill. p. 176

Johannes Cornelisz. Verspronck was probably taught how to paint portraits in Haarlem by his father, Cornelis Engelsz.. Although Johannes lived with his parents for many years and remained a rather isolated figure in that city's art circles, after joining the Guild of Saint Luke there in 1632 he began a successful career himself as a portraitist. Only a limited number of his portraits have been identified by sitter, but most of those that have were citizens of Haarlem or persons with relatives in the city. It is believed that he may also have been a pupil of Frans Hals by whom he was strongly influenced, especially in his sitters' natural expressions and informal poses, as reflected in the present portrait. Although he borrowed the pose of his figures from Hals, it has been remarked that he adapted these in a clearly personal manner, giving his portraits an entirely different impact. Even early on Verspronck was distinct in the way he positioned his figures within the picture frame: thus, in contrast to Hals who tended to represent his sitters in the middle of his canvas, we find Verspronck positioning his sitter here to the left, allowing him to make the background an important element for displaying a subtle chiaroscuro effect where the striking feature is a light area close to the right side of the sitter gradually gaining the darker colour of the left side and upper part of the painting.

Verspronck's style also differs clearly from Hals's broad, sketchy brushwork, his details being depicted in a more refined and detailed manner. Indeed, during his lifetime Verspronck was particularly prized for his exactness in painting details such as jewellery and lace – again a notable quality that is particularly evident in the present portrait. This appears to have accounted for his most lucrative commission in 1642 for a group portrait of the Regentesses of the Heilige Geesthuis, then one of the wealthiest charity institutions in Haarlem. This was won at the expense of Frans Hals himself, who had painted the Regents of the Saint Elisabeth Gasthuis in 1641 and fully expected to win the commission for the women. Rudolf Ekkart dates the present portrait to shortly after this commission, in circa 1645.





27^{TP}

**CAJETAN ROOS, CALLED GAETANO DE ROSA
(ROME 1690-1770 VIENNA)**

The Creation of the Animals; and Noah's Ark
the former signed 'ROSA F.' (on rock, lower right)

a pair, oil on canvas

176 x 123cm (69 5/16 x 48 7/16in). (2)

unframed

£25,000 - 35,000

€28,000 - 39,000

US\$30,000 - 43,000

Provenance

Acquired by the present owner's grandfather in the late
1940s or early 1950s





28^{TP}

**MASTER OF THE PRODIGAL SON
(ACTIVE ANTWERP, MID 16TH CENTURY)**

The Story of Tobias

oil on panel

86.2 x 120.8cm (33 15/16 x 47 9/16in).

£25,000 - 35,000

€28,000 - 39,000

US\$30,000 - 43,000

Provenance

The Collection of Fernand Stuyck, Antwerp
With Kunsthandel P. de Boer, Amsterdam 1961,
where purchased by the present owner's father

Named after the large altarpiece now in the Kunsthistorisches Museum in Vienna which depicts the *Parable of the Prodigal Son*, the Master of the present work comes very close in style to both Pieter Coecke van Aelst (1502-50) and Frans Floris (1517-1570). This stylistic affinity suggests that the artist was active in Antwerp during the second quarter of the 16th Century. The master often treated subjects from the

Old Testament and the composition of the present work is repeated in a panel, of similar dimensions, offered at Christie's London, 22 April 1998, lot 16 (as Follower of Adam van Noort).

We are grateful to Peter van den Brink for confirming the attribution, based on colour photographs.



29*

**STUDIO OF CORNELIS CORNELISZ. VAN HAARLEM
(HAARLEM 1562-1638)**

A fool with two women, one holding an owl
oil on panel
73 x 90.8cm (28 3/4 x 35 3/4in).

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

Sale, Palais des Beaux-Arts, Brussels, 28 October 1958, lot 478
(as attributed to Jan Massys)
Acquired by the present owner approximately 10 years ago

Literature

P.J.J. van Thiel, *Cornelis van Haarlem*, Doornspijk, 1999 p. 380,
under cat. no. 222, version 2, ill. pl. 119

This composition was evidently popular, given the various versions that exist. The only difference between them is the object held by the central figure and in the present work an owl rests on her index finger. In the Netherlands at this time, the owl was a bird which stood for foolishness.



30*

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

The Grand Canal, Venice looking northwest from the Palazzo
Vendramin-Calergi to San Geremia and the Palazzo Frangini;
and The Grand Canal, Venice looking northeast from Santa Croce
to San Geremia

a pair, oil on canvas

39.2 x 67.7cm (15 7/16 x 26 5/8in). (2)

£30,000 - 50,000

€33,000 - 56,000

US\$36,000 - 61,000

Provenance

Sale, Christie's, New York, 13 January 1987, lots 86 and 87
(as William James)

Sale, Christie's, New York, 12 January 1996, lot 12 (as William James)
With Montgomery Gallery, San Francisco, where acquired by the
present owner in November 1999



31*

JOHN CONSTABLE R.A. (EAST BERGHOLT 1776-1837 LONDON)

Flatford Lock on the Stour looking towards Bridge Cottage

oil on canvas

16.2 x 24cm (6 3/8 x 9 7/16in).

£200,000 - 300,000

€220,000 - 330,000

US\$240,000 - 360,000

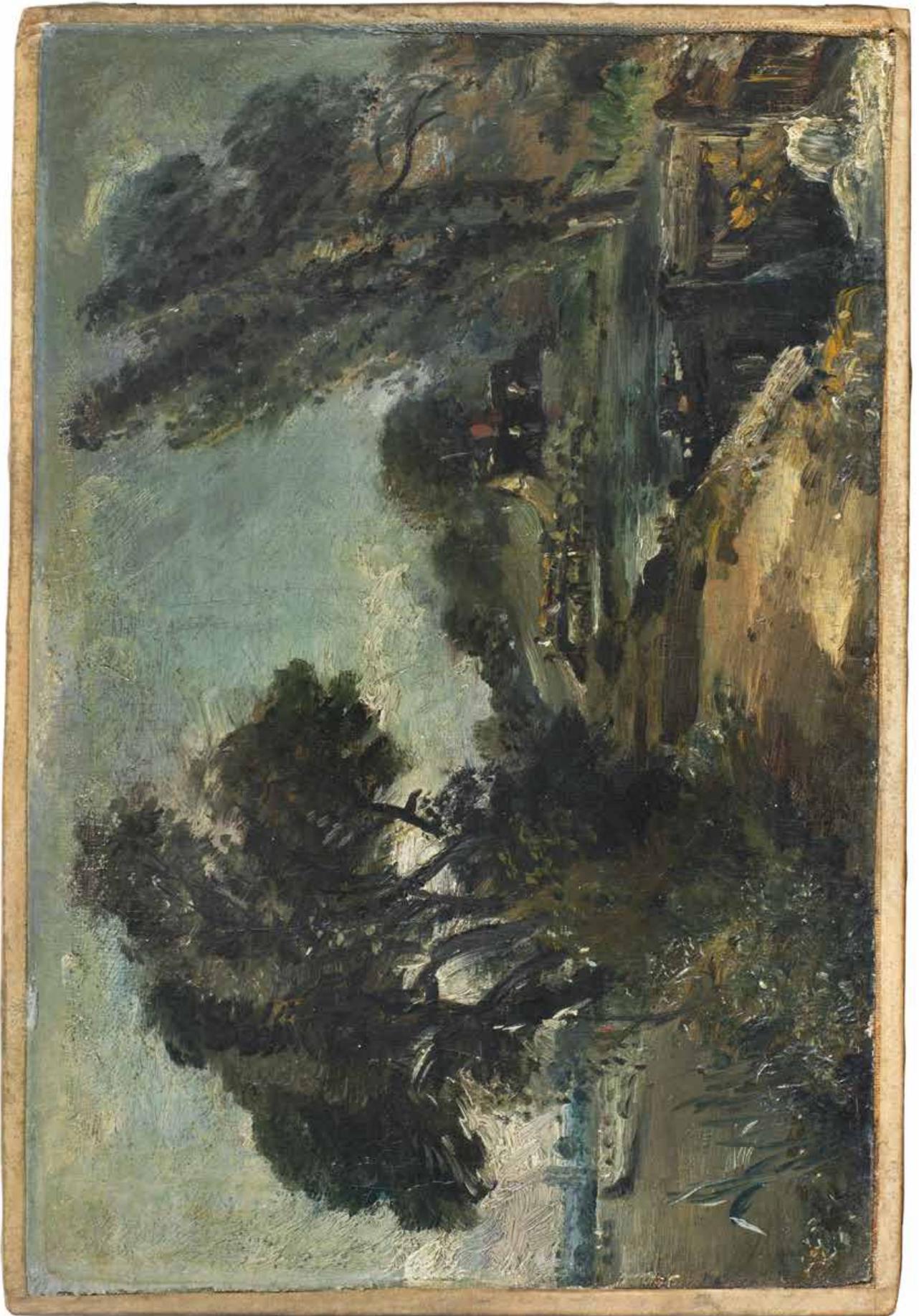
Provenance

Isabel Constable (1822-1888), the artist's daughter

With Old World Art Inc., New York, 1941, where purchased by

Viola Bray, Michigan, USA (1873-1961) and by descent through

the family to the present owner



actual size



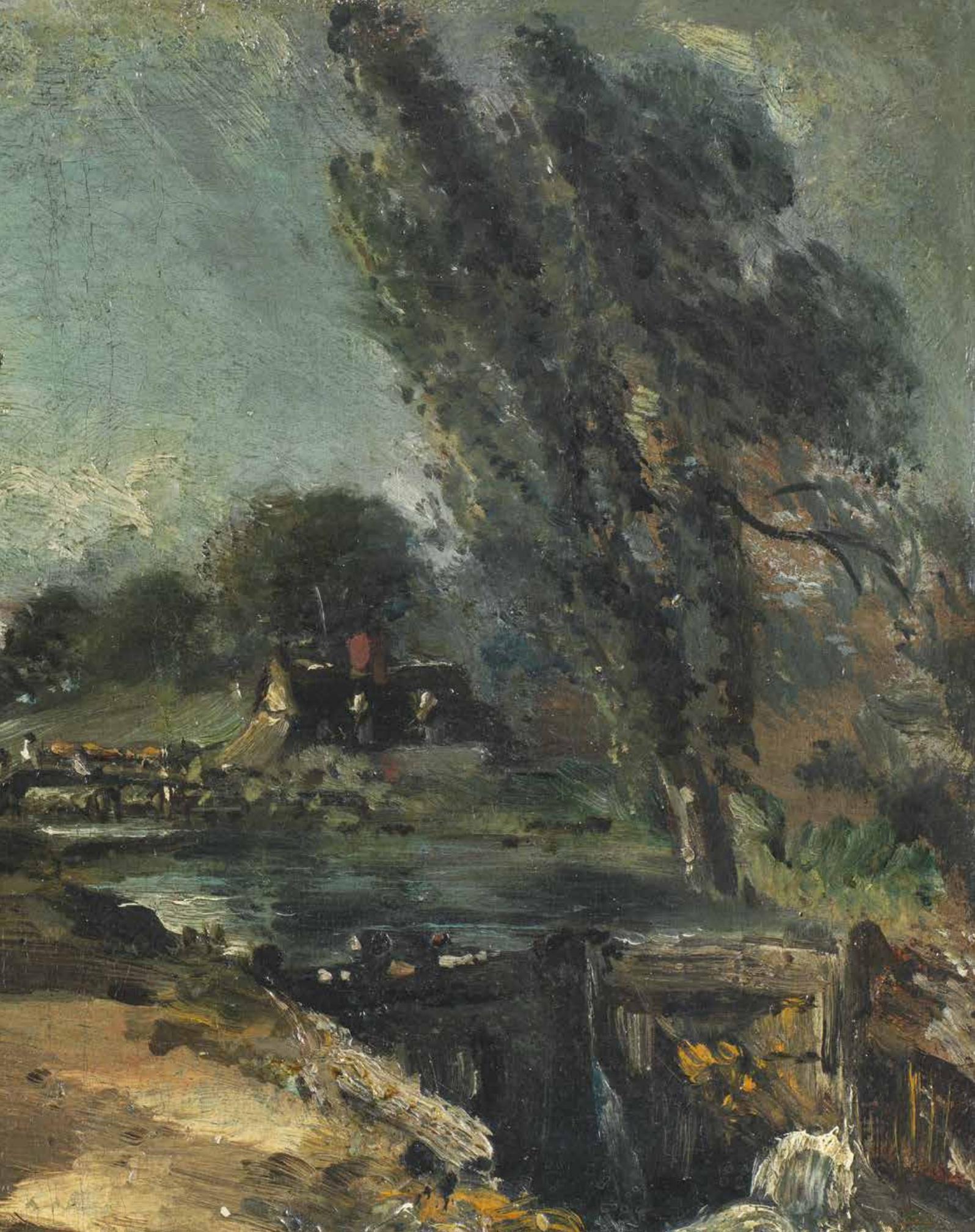




fig. 1. David Lucas, A Lock on the Stour, County of Suffolk (Landscape: Boys fishing), mezzotint

At just under seven by ten inches this small canvas conveys all the brilliance of Constable's full-scale masterpieces. Remarkably for such a small sketch it has more in common with the artist's relatively finished six foot sketches than it does with the numerous studies that he produced on a similar scale. Depicting a breezy English late summer scene with a distant rainstorm and a sunburst lighting up a field of haystacks, this painting eloquently conveys the translucent reflections on moving water and the organic textures of both the natural and the man-made as only Constable was able to do. When this technical poetry is combined with the evocative associations of the place with which we most identify the artist, this small gem comprises on a cabinet scale all that is Constable's genius and that for which he is so deservedly loved.

The view Constable chose to take here – showing the reach of the Stour between Flatford Lock and Bridge Cottage - is a setting that remained close to the artist's heart throughout his life. His single-mindedness in repeatedly portraying a limited range of favoured sites was unprecedented and ultimately enabled him to raise the status of landscape to the equal of history painting, something previously unheard of. Consequently this scene which he knew so intimately is today one of the most iconic in British art. Flatford Lock which we see here in the right foreground was first constructed in its wooden form in 1776 – the year Constable was born. The family living in Bridge Cottage, seen here beyond the lock, were the tenants of the artist's father, Golding Constable, a Suffolk entrepreneur. They collected tolls



fig. 2. Flatford Lock by John Constable, RA (East Bergholt 1776 London 1837) / ©National Trust Images

from the lighters passing through and may have provided here an area for rest and refreshment for the families who operated the commercial barge route along this part of the River Stour.

The finished subject of this sketch was Constable's main submission to the Royal Academy in the summer of 1813 (*Landscape: Boys Fishing*). Thought to be the canvas, 40 x 49 1/2 in., now at Anglesey Abbey (fig. 2, although this has been questioned owing to its poor state of preservation which considerably masks its original character and quality), the composition is best known from David Lucas's mezzotint, 'A Lock on the Stour, County of Suffolk (Landscape: Boys fishing)' published in Part IV of *English Landscape Scenery*, 1831; see fig. 1.

Four other oil sketches made in preparation for the exhibited picture are known: formerly Merz Collection, oil on canvas, 26.6 x 31.8 cm.; Private Collection, on loan to the Laing Art Gallery, Newcastle upon Tyne, oil on canvas, 17.8 x 22.8 cm.; Musée du Louvre, RF 1937-.23, oil on paper laid on panel, 12 x 19.5 cm.; with John Mitchell, 1946, present whereabouts unknown, oil, 25.9 x 31 cm. The first two of these had been in the collection of Isabel Constable. They both incorporated two boys fishing, though in the sketches they are doing so in the lock rather than above it as in the finished picture. Detailed pencil drawings of the group of trees on the left (*Trees at Flatford*, pencil, 47 x 29.1 cm., Horne Foundation, Florence, 5993) and of the lock gates (private collection, 27.3 x 45 cm.) are also known.



verso

The drawing of trees matches the composition of the present sketch very closely and both these drawings were used as a cartoon for the exhibited version of *Landscape: Boys Fishing* (see Graham Reynolds, *The Early Paintings and Drawings of John Constable*, New Haven and London, 1996, nos. 13.1, 13.1A, 13.3-13.8, pp. 179-181).

Anne Lyles, to whom we are grateful for her assistance in cataloguing the present work, dates it to 1811-12 and, owing to its freedom of execution, combined with the amount of information it contains, suggests that it is the starting point for the other sketches in preparation for the painting Constable exhibited in 1813 and almost certainly a *plein-air* sketch, judging by handling, colouring, appearance, and also the fact that, unlike most of the others, it has no figures.

Indeed, the exciting re-emergence of this magical small canvas must now be regarded as the most substantial surviving record of the exhibited work, in which in Robert Hunt's description in his review of the 1813 exhibition he recorded the 'silvery, sparkling ... greyish green colouring of our English summer landscapes.'

A 19th century label on the stretcher reads "Flatford Lock" by John Constable R.A./Late the property of Miss Isabel Constable deceased.' Isabel was Constable's last surviving daughter; she never married and her siblings Lionel and Minna (Maria Louise) both left their share of their father's studio to her. The year she herself died she bequeathed over four hundred oils, watercolours and sketches to the Victoria and Albert Museum and other institutions as well as gifting a number of



fig. 3. Viola Bray

works to her nephews. Additionally there was a show of works from her estate at the Grosvenor Galleries in 1889 followed by two sales at Christie's in 1891 and 1892, giving some sense of the volume of material in her collection.

Viola Bray (see fig. 3) was a collector and philanthropist, a lifelong resident of Flint, Michigan who endowed its Institute of Arts with a collection of over sixty Renaissance and Baroque works of art as well as a spectacular gallery in which to display them and a charitable trust which has enabled significant further acquisitions. In addition to the majestic cycle of ten French tapestries commissioned by Mazarin in 1633 from designs by Simon Vouet, she donated a collection of Renaissance and Baroque furniture, maiolica and sculpture and a

painting by Rubens. None of these works had come from her home, all having been acquired with the express intention of establishing the bequest; purchases were made on trips to the East Coast as well as to Europe when, no doubt, Viola Bray also bought paintings for her personal collection.



fig. 1. © Städel Museum - U. Edelmann - ARTOTHEK

32^{TP}

**JACOPO NEGRETTI, CALLED PALMA IL GIOVANE
(VENICE CIRCA 1548-1628)**

Corpus Christi supported by Angels bearing torches
signed 'JACOPO PALMA' (lower left)

oil on canvas

89.8 x 152.9cm (35 3/8 x 60 3/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 18,000

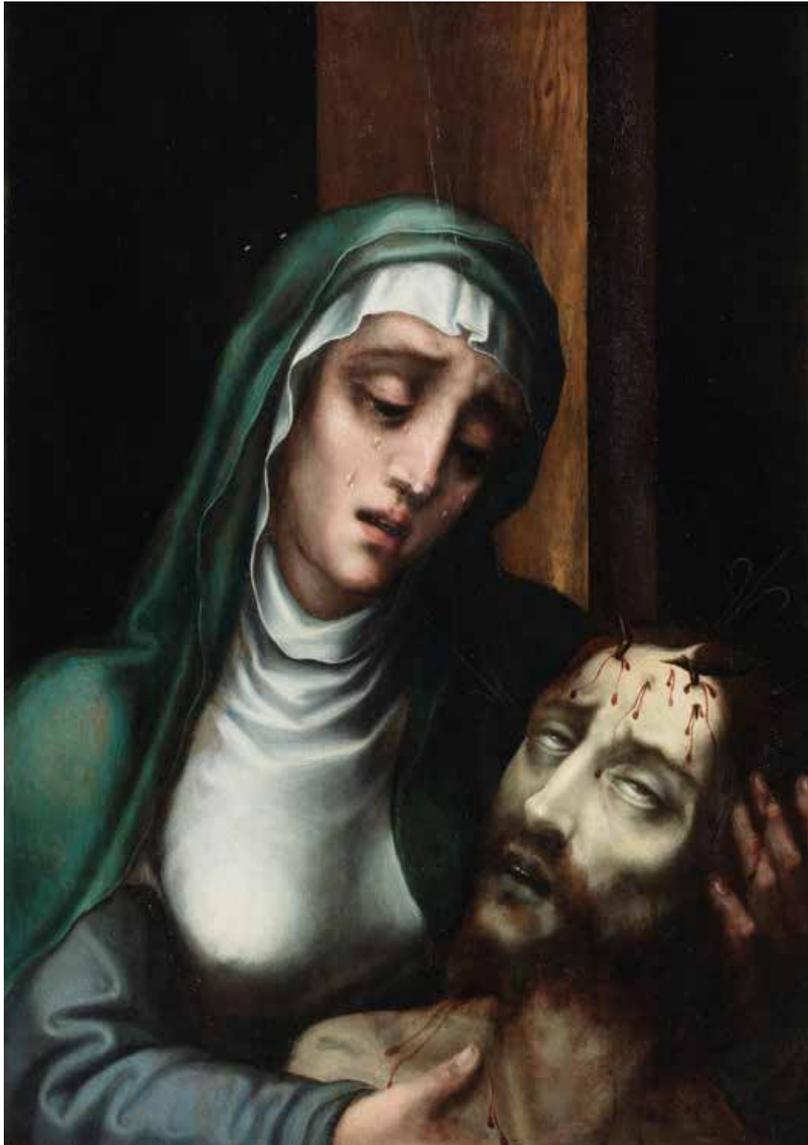
Provenance

Possibly, Lebert Collection, Duisberg, Germany

Private Collection, New York, 2004

We are grateful to Dr. Stefania Mason-Rinaldi for confirming the attribution to Palma il Giovane and for suggesting that it dates to the last few years of the 16th century (private communication, 2005)

A preparatory drawing exists in the Staedelsches Kunstinstitut in Frankfurt (fig. 1).



33

LUIS DE MORALES (BADAJOZ CIRCA 1509-1586)

Pietà

oil on panel

59.9 x 40.9cm (23 9/16 x 16 1/8in).

£15,000 - 20,000

€17,000 - 22,000

US\$18,000 - 24,000

Provenance

Private Collection, Europe, until 2010

We are grateful to Isabel Mateo Gomez for confirming the attribution to Morales on the basis of colour photographs (private communication, July 2010).



34

NETHERLANDISH SCHOOL, 1559

Portrait of a bearded gentleman, traditionally identified as Tycho Brahe,
bust-length, in black costume

dated '1559.' (upper left)

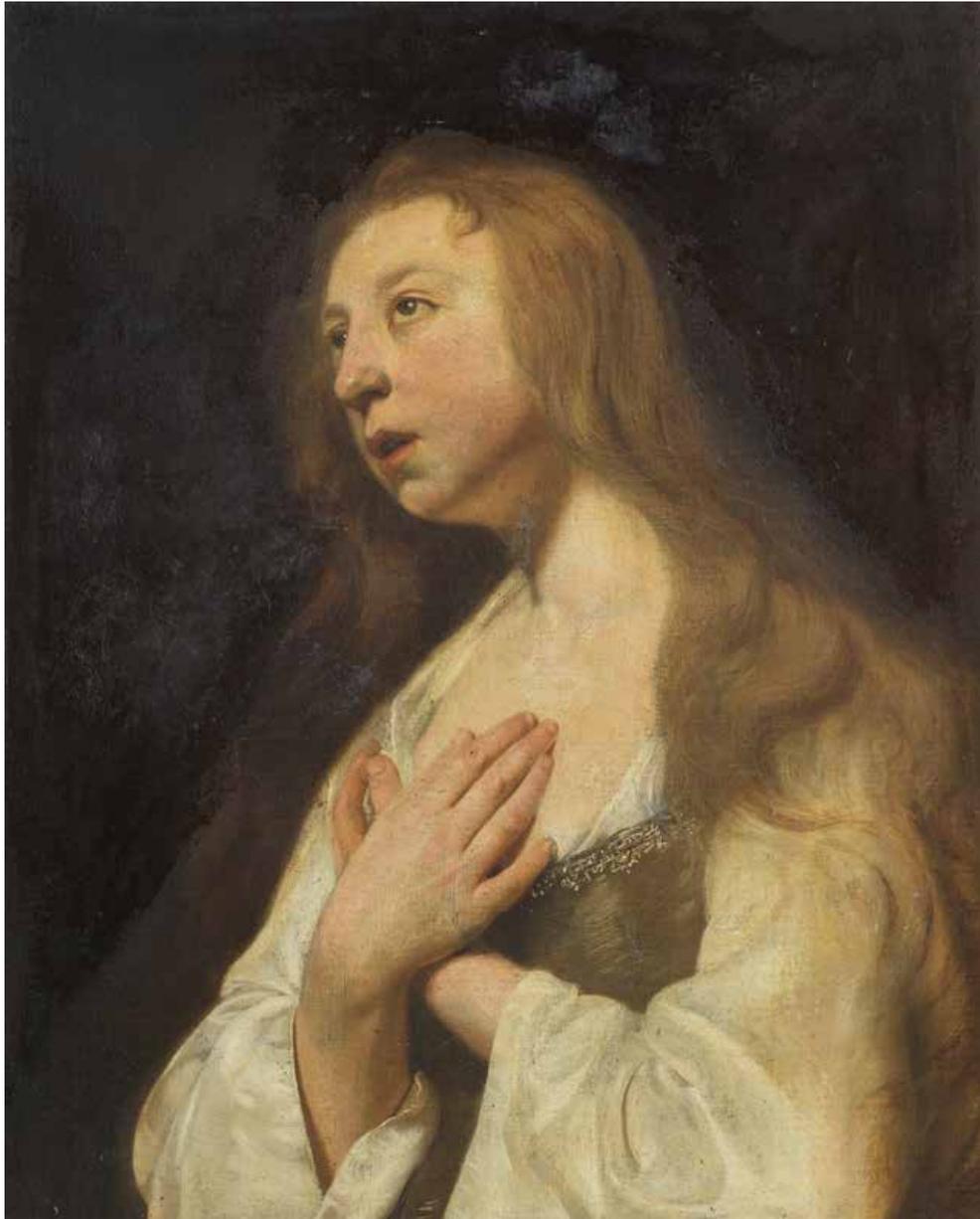
oil on panel

26.1 x 19.4cm (10 1/4 x 7 5/8in).

£7,000 - 10,000

€7,800 - 11,000

US\$8,500 - 12,000



35

PIETER FRANZ. DE GREBBER (HAARLEM CIRCA 1600-1653)

Penitent Magdalen

oil on canvas

64.6 x 51cm (25 7/16 x 20 1/16in).

£5,000 - 7,000

€5,600 - 7,800

US\$6,100 - 8,500

Provenance

The Watson Collection, Holyrood House, East Riding of Yorkshire until 1957, and by descent to the present owner, the Alec-Smith Collection, Winestead, East Riding of Yorkshire

The composition of the Magdalen's right hand compares closely to that in *A young man in an attitude of devotion* by Pieter de Grebber which is signed with a monogram, oil on panel, 61 x 47 cm., sale, Christie's New York, January 1979, lot 37.

36

**ATTRIBUTED TO THE MASTER OF THE CASTELLO NATIVITY
(ACTIVE FLORENCE MID 15TH CENTURY)**

The Madonna and Child before a gold cloth of honour
tempera on gold ground panel, shaped top
69.6 x 47.6cm (27 3/8 x 18 3/4in).
with integral frame

£70,000 - 100,000

€78,000 - 110,000

US\$85,000 - 120,000

Provenance

Sale, Gallerie di Porta Romana, Milan, 24 March 1987, lot 293 (as
Domenico di Michelino), where purchased by the present owner's father





fig. 1. © The Walters Art Museum, Baltimore



fig. 2. © RMN-Grand Palais (musée du Louvre) / Gérard Blot

The author of the present work was clearly active in the artistic circle of Fra' Filippo Lippi (Florence circa 1406-1469 Spoleto). The shell-topped niche in which the figures sit and the gold cloth of honour were both devices used by the artist; see for example his *Madonna and Child* at the Walters Art Museum, Baltimore (acc. no. 37.429), or his painting of the same subject at the National Gallery of Art, Washington (inv. no. 1939.1.290).

The particular attention paid to the fine detail of the costume and the softer modelling of the figures in the present *Madonna and Child* anticipate the work of the next generation of painters after Lippi such as Domenico Ghirlandaio (Florence 1449-1494) and Andrea del Verrocchio (Florence 1435-1488 Venice). However, certain retardaire elements in a picture of the mid 15th Century are also discernable, such as the flat halo as well as the use of gold for the cloth of honour. One such artist whose work exhibits this dual approach is the painter known as the Master of the Castello Nativity (active Florence mid 15th Century). The gold cloth of honour serving as a backdrop can be seen, for example, in his *Madonna and Child* now in the Walters Art Museum Baltimore (accession number 37.1163, see fig. 1).

Named by Berenson after a painting at the Villa Medicea at Castello, the Master of the Castello Nativity's work steers a course from the late Fra Angelico to the young Botticelli. He was probably a close associate of Francesco di Stefano, il Pesellino (Florence circa 1422-1457), following in Lippi's footsteps. The present painting comes very close to the Master's *Madonna and Child with Angels* now in the Musée du Louvre, Paris (R.F.1506, see fig. 2). The facial type of the current Madonna with the long, straight nose is very comparable to that in the Paris picture, considered to date to 1450-55. The model for the latter work may be found in the head of Domenico Veneziano's *Berenson Madonna at Settignano* of circa 1450. Prof. Freuler believes that the present work dates to later on in the artist's career, most probably 1465-70 and so after the above work in the Louvre. It has been suggested that the anonymous master can be identified as Piero di Lorenzo di Pratese, a painter who is known to have formed a commercial partnership with Pesellino in 1453 along with Zanobi del Migliore (see C. Lachi, *Il Maestro della Natività di Castello*, Florence, 1995, p. 21-24).

We are grateful to Professors Gaudenz Freuler and Laurence Kanter for confirming the attribution based on colour photographs.





37^{TP}

**ATTRIBUTED TO GILLIS VAN TILBORCH
(BRUSSELS CIRCA 1635-CIRCA 1678)**

An elegant musical party in an interior
oil on canvas

99 x 127cm (39 x 50in).

£20,000 - 30,000

€22,000 - 33,000

US\$24,000 - 36,000

Provenance

George, 3rd Earl of Pomfret (1768-1830), or his brother The Hon. Thomas Fermor, later 4th Earl of Pomfret (1770-1833)
The Collection of The Lord and Lady Hesketh, Easton Neston
The Easton Neston sale, Sotheby's, Towcester, 17-19 May 2005, lot 82, where purchased by the present owner

Literature

G. Baker, *The History and Antiquities of the County of Northamptonshire*, 1838, part IV, p.145 (as 'Flemish Musical Party, Palamedes', and hanging in the Music Room)
Phillips & MacConnal, *Inventory of Contents of Rufford Hall, Lancashire, and Inventory of the Contents of Easton Neston House, Northamptonshire*, Liverpool, 1919, p. 1, item 4 (as 'Given to Gerard Terburgh' and hanging in the Picture Hall)



38

**ATTRIBUTED TO ABRAHAM PIETERSZ. VAN CALRAET
(DORDRECHT 1642-1722)**

A barn interior with a milkmaid and cattle
oil on panel
28.8 x 39.9cm (11 5/16 x 15 11/16in).

£8,000 - 12,000

€8,900 - 13,000

US\$9,700 - 15,000

Provenance

The Collection of F. Kleinberger, Paris
The Collection of L. Nardus, Suresnes
Sale, Muller, Amsterdam, June 1909, lot 3
Sale, Sainte Gudule, Brussels, 10-11 May 1922, lot 22
Sale, Fievez, Brussels, 30 April 1947, lot 21
Sale, Palais des Beaux Arts, Brussels, 11-12 October 1955, lot 138

Literature

C. Hofstede de Groot, *A Catalogue Raisonné of the Works of the Most Eminent Dutch Painters of the Seventeenth Century*, London, 1907, vol. II, p. 224, cat. no. 757

The technique and composition of the present panel may be compared to three works by Abraham Calraet in particular: *A shepherd and shepherdess with sheep and a copper jug in a stable interior* (signed with monogram 'A.C.', on panel, Christie's Amsterdam, 14 July 2002, lot 143); *A butcher with a bull* (on panel, 32.4 x 44.2 cm., Christie's London, 5 July, 1991, lot 320); and *A prize bull being paraded in a town square* (Christie's New York, 18 May 1994, lot 35).



39^{TP}

FOLLOWER OF JOHANNES VORSTERMAN (BOMMEL CIRCA 1643-1699)

A view of Windsor Castle seen from the North

oil on canvas

69.1 x 244.1cm (27 3/16 x 96 1/8in).

£8,000 - 12,000

€8,900 - 13,000

US\$9,700 - 15,000

The author of the present work appears to have interpreted quite freely the architecture and topography of this view of the Castle from the North. A view by Leonard Knyff of the Castle (The Collection of Her Majesty the Queen, Windsor Castle), along with a near contemporary engraving taken from a similar point also by Knyff for his *Nouveau theatre de la Grande Bretagne* of 1707 serve as good comparisons to date the present work.



39 (detail)

40^{TP}

**BERNHARD KEIL, CALLED MONSÙ BERNARDO
(ELSINORE 1624-1687 ROME)**

Concerto Campestre

oil on canvas

115.5 x 148.5cm (45 1/2 x 58 7/16in).

£25,000 - 35,000

€28,000 - 39,000

US\$30,000 - 43,000

Provenance

The Zoccoli Collection, Rome, by 1922, thence by descent until acquired from the Gambigliani-Zoccoli family in 1986 by the present owner's father

Exhibited

Florence, Palazzo Pitti, *Mostra della pittura del Seicento e Settecento*, 1922

Literature

Bestetti and Tumminelli, *Mostra della pittura del Seicento e Settecento*, Florence, 1922, cat. no. 23c (as Antonio Amorosi)

H. Voss, *Die Malerei des Barock in Rom*, Rome, 1925, p. 638

(as Antonio Amorosi)

R. Longhi, 'Monsù Bernardo', in *La Critica d'Arte*, Florence,

August-December 1938, p. 126, pl. 86, fig. 16, ill

M. Heimbürger, *Bernardo Keilhau, detto Monsù Bernardo*, Rome,

1988, p. 232, cat. no. 158, ill. p. 232

The son of a German painter from Meissen and his Dutch wife, Eberhard Caspersen Keilhau was born at Elsinore in Denmark, presumably in 1624. He received his initial training in his native country but later, through his mother's contacts, he was able to secure a place in Rembrandt's studio so in 1642 he moved to Amsterdam where he remained for two years. By 1651 he had moved to Venice and three years later, by invitation of a member of the Savorgnan family, Eberhard - now known as Bernardo - moved to Bergamo. He then briefly sojourned in Milan before setting out for Rome where he settled for the rest of his life, despite intending to stay only a few months. This peripatetic existence led to the young artist absorbing the artistic influence of a wide range of painters, from Domenico Fetti (Rome 1589-1623 Venice) to Michel Sweerts (Brussels 1618- 1664 Goa).

The present work was executed during the artist's Roman period in the last sixteen years of his life. His later, Roman paintings, marked by their more elaborate compositions, are populated by more figures and, consequently, are often on a larger scale compared to his earlier works. In her catalogue entry for the *Concerto Campestre*, Heimbürger has suggested that it may also be interpreted as an *Allegory of Hearing*.





41*

**MASTER OF THE LANGMATT FOUNDATION VIEWS
(ACTIVE VENICE, CIRCA 1740-1770)**

Piazza San Marco, Venice; and The Rialto Bridge, Venice
a pair, oil on canvas
34.4 x 55cm (13 9/16 x 21 5/8in). (2)

£20,000 - 30,000

€22,000 - 33,000

US\$24,000 - 36,000

Provenance

Private Collection, USA

We are grateful to Charles Beddington for confirming after first hand inspection that these paintings are by The Master of the Langmatt Foundation views, probably Apollonio Domenichini.



42^{TP}

**NORTH ITALIAN SCHOOL, LATE 16TH CENTURY,
AFTER TIZIANO VECELLI, CALLED TITIAN**

Saint Peter Martyr

oil on canvas

245.5 x 150.5cm (96 5/8 x 59 1/4in).

£20,000 - 30,000

€22,000 - 33,000

US\$24,000 - 36,000

Provenance

The Collection of James Hugh Smith Barry, Marbury Hall,

Northwich, Cheshire

By descent to Lord Barrymore

Sale, Sotheby's, London, 21 June 1933, lot 120 (*sold by order of the trustees of the late Rt. Hon. Lord Barrymore*)

Whence acquired by Mr Barber for £1,100

Private Collection, Sweden and thence by descent until it was acquired by the present owner in the early 1980s

Exhibited

Manchester, Manchester City Art Gallery,

Manchester Art Treasures Exhibition, 1857

Literature

The Catalogue of Paintings, Statues, Busts &c. at Marbury Hall,

The Seat of John Smith Barry, Esq. in the county of Chester,

Warrington, 1819, no. 298, ('Martyrdom of Saint Thomas, from Titian')

G. F. Waagen, *Galleries and cabinets of art in Great Britain, being*

an account of more than forty collections of paintings, drawings,

sculptures, mss., &c. &c. visited in 1854 and 1856, and now for the

first time described, London, 1857, vol. IV, p. 409: 'Titian (?) - A good

school copy of his Peter Martyr on a small scale'

Manchester Art Treasures Exhibition, 1857, no. 297 ('School of Titian.

St. Peter Martyr. (The late J. Smith Barry, 'An old copy on a reduced

scale of Titian's celebrated altarpiece formerly in the Church of SS.

Giovanni e Paolo at Venice')

G. Perini, *Gli Scritti dei Carracci*, Nuova Alfa Editoriale, Bologna, 1990,

p. 47, note 46

G. Feigenbaum, 'When the subject was art: The Carracci as copyists',

Atti del Colloquio; Congrès International d'Histoire de l'Art, Bologna,

1992, p. 301, note 16, ill. 1

A. Summerscale, *Malvasia's Life of the Carracci*, Pennsylvania, 2000,

pp. 99-100, note 41

P. Meilman, *Titian and the Altarpiece in Renaissance Venice*,

Cambridge, 2000, appendix 4, no. 1, 201

The original composition of *Saint Peter Martyr* by Titian in the Church of Santi Giovanni e Paolo, Venice, was destroyed in 1867 (there is currently an 18th century copy by Niccolo Cassana in situ). In a letter dated 10 June, 1987, regarding the present work, Dr. Stephen Pepper stated his 'strong conviction' that the present work is by Annibale Carracci. The Bolognese art historian, Carlo Cesare Malvasia (1616-1693) stated that a copy by Annibale was in the Gessi collection in the 17th century. The latest reference to this picture was by Luigi Crespi who stated that it was in the Ghisillieri Collection in Bologna, where it was recorded until 1767, two years before Smith Barry's journey to Italy. A copy of the Titian *Saint Peter Martyr* given to Annibale's





Marbury Hall

cousin, Ludovico Carracci was also listed by Luigi Crespi in 1769 at Casa Bolognetti, and this may be the same picture. Alessandro Brogi also mentions a lost painting by Ludovico Carracci in Palazzo Taneri, Bologna, citing that Malvasia had earlier mentioned a copy by Annibale at the house of Senator Gessi (which was not in the inventory of Taneri in 1640) and suggests that both references may be to the same picture (*Ludovico Carracci*, 2001, Bol. I, pp. 69, 290). Both Bellori and Baldinucci confirm that Annibale travelled from the Parma area to join his brother, Agostino, in Venice. Malvasia also published a tattered undated letter from Agostino stating that Annibale had been wise to travel from Parma to Venice. Agostino is also thought to have been in Venice again in 1585 and was certainly there in 1587-8. Dr. Pepper suggested that the present work was painted about this time, within a range of 1587-89. Technical analysis dates the painting to the last quarter of the sixteenth century. It is also more likely to be the work of a painter from northern Italy, rather than one from Venice or the south, where canvases of a coarser weave were generally preferred.

Given the abundance of costly lapis-lazuli in the sky of the present work, it must almost certainly have been a commissioned work, rather than one produced by a painter who needed to control his expenses. Pepper argued that the 'special dramatic qualities of the figures' coupled with the findings of David Bull, the Chief Conservator of the National Gallery of Art, Washington that 'the material is close to the Washington landscape' (Annibale's *Landscape with trees* at the National Gallery) supported the case that excluded other seventeenth century hands. It is certainly clear that the author of the present work allowed something of his own personality and technique to dominate his interpretation of this composition, since a number of scholars have remarked that it has a 'solidity' not normally associated with the mature Titian, whose works generally have a looser effect. After studying this painting Nicholas Turner referred to the 'remarkable handling and poetic sense of colour' as well as the abundance of pentiments, the 'flowing brushstrokes and generally confident execution.'

David Bull has pointed out that the use of closely related 'earthy' tones for the portrayal of naked legs and feet, set against the earth of the landscape, is a typical feature of Annibale's paintings, and the effect of perspective obtained by the placement of feet at different levels in the landscape is a similar contrivance to that in Annibale's *Christ and the*

Samaritan Woman at the Brera Museum in Milan. He also noted that the upright strokes of black paint on the earthy foreground of the *Saint Peter Martyr*, perhaps representing reeds originally are also commonly found in Annibale's works, and are applied with typical Annibale panache. There is also a close technical and stylistic relationship in the application of paint, and portrayal of leaves, to the bottom right of both paintings. Furthermore, the treatment of the four male faces in the Brera painting can be compared to that of the executioner's head in the present work; and the treatment of the pointing left hand of the male figure behind the Samaritan woman is very similar in execution to the left hand of Saint Peter himself. While studying this picture, Bull also pointed out that the distinctive use of heavy impasto to indicate the sections of the tree trunk affected by direct light is closely comparable on the tree trunks and boughs in this *Saint Peter Martyr*, in Annibale's *Landscape with trees* at the National Gallery in Washington. Further technical comparisons with Annibale have been made by Gail Feigenbaum, who has pointed out that the orange passages of the present painting, where the clouds surround the angels, relate closely, in colour and technique, to similar but otherwise highly unusual orange-coloured passages in Annibale's *Crucifixion* of 1583, at Bologna.

James Hugh Smith Barry (1746-1801) was a renowned eighteenth century collector to whom, in 1997, in their *Dictionary of British and Irish Travellers in Italy (1701-1800)*, Ford and Ingamells devoted a generous two-column entry. Many of Barry's journeys through Italy during the years 1771-80, and several of his important acquisitions, are listed there. Although the precise date Barry obtained the present painting is unknown, it is likely that he acquired it in Bologna, on one of his journeys to Florence and Rome. He is also known to have travelled from Florence to Dresden in 1775, which route might similarly have led him through Bologna. Barry succeeded to Marbury Hall in 1787 when it was left to him by his uncle, Richard (see fig. 1). The interior featured a magnificent staircase and in the 19th Century a renowned collection of paintings and sculptures, including pieces by Raphael, Titian and Leonardo da Vinci. Before the fire of Christmas 1842 at Marbury Hall some pictures were destroyed and a good many others damaged and following that the majority of the pictures went through Agnew's hands (see Lady Charlotte Smith Barry, *Notes on the Smith Barry family*, privately printed, 1932).



43^{TP}

**JAN GERRITZS.VAN BRONCKHORST
(UTRECHT CIRCA 1603-1662 AMSTERDAM)**

Two women at a stone ledge with a boy playing a flute
oil on canvas

99.6 x 141.6cm (39 3/16 x 55 3/4in).

£80,000 - 120,000

€89,000 - 130,000

US\$97,000 - 150,000

Provenance

Purchased by the present owner's father in the 1970s

Typical of Bronckhorst's concert groups, the present work is one of several of this subject which generally date to the 1640s. Other examples of pictures from this group and date can be found at the Herzog Anton Ulrich Museum, Brunswick, the Centraal Museum in Utrecht, and The Hermitage in Saint Petersburg. All of these works use the same illusionistic device of placing the figures either on or behind a stone balcony or parapet suggesting that they were intended to be seen *di sotto in sù*.

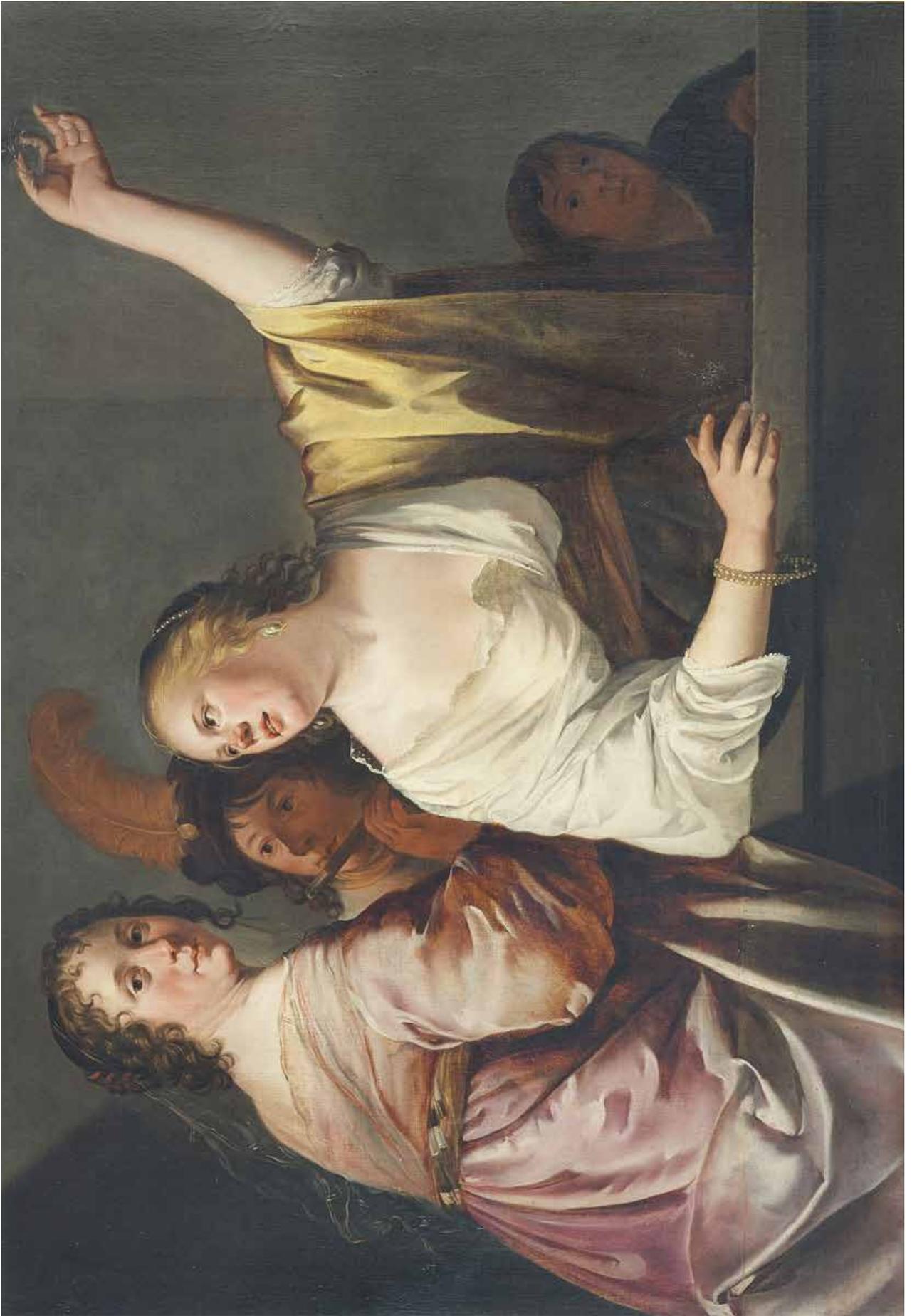
A drawing in the collection of the University of Göttingen clearly provides the starting point for the present *Two women at a stone ledge with a boy playing a flute* (see fig. 1). The artist, however, has made several changes to the composition such as to the background figures and the seated woman's headdress. A further version, also based on the Göttingen drawing, was with Francesco Pospisil, Venice, in the 1950s (121 x 133cm.; see B. Nicolson ed. L. Vertova, *Caravaggism*

in Europe, 2nd edition, Milan, 1989, p.69, ill. fig. 1385) but which differs from the present work in the background figures. Bronckhorst is known to have repeated a composition on at least one other occasion with the two works depicting *A Merry Company with a Violinist* at the Centraal Museum in Utrecht and the Hermitage, Saint Petersburg (inv. no. 3303).

Initially trained as a glass painter, the debt to Gerrit van Honthorst and other Utrecht *caravaggisti*, such as Jan van Bijlert, is clearly evident in Bronckhorst's work. Indeed, Sandrart wrote that he regularly visited Honthorst's studio in the mid 1620s. Bronckhorst also made a trip to Paris at this time where he is known to have studied works by Rubens and Gentileschi. Whilst he was very much part of the group of painters known as the Utrecht *caravaggisti* in terms of his choice of subject matter, the bright palette and jovial atmosphere of his works reveal that the influence of Caravaggio's work was only part of his artistic make-up.



fig. 1. ©University of Göttingen





44

**CIRCLE OF PAOLO CALIARI, CALLED PAOLO VERONESE
(VERONA 1528-1588 VENICE)**

Susannah and the Elders

oil on panel

45.3 x 53.2cm (17 13/16 x 20 15/16in).

in a carved and gilt Sansovino style frame

£8,000 - 12,000

€8,900 - 13,000

US\$9,700 - 15,000

Provenance

The Manfrin Collection (a family of Venetian tobacco merchants who owned Giorgione's *Tempest*)

The Collection of the Cavendish-Bentinck family by 1872, by descent to George Augustus Frederick Cavendish Bentinck M.P., sold by his executors

Sale, Christie's, London, 11 July 1891, lot 608 (as P. Veronese)

The Collection of Sir William Farrer, London, after 1894

His granddaughter, the Hon. Mrs Helen Bruce, and thence by descent

Sale, Sotheby's, London, 16 March 1966, lot 62

Sale, Sotheby's, London, 5 July 1967, lot 81 (bt. Mr Fordham)

Private Collection, UK, thence by descent to the present owner

Exhibited

London, Royal Academy, *Winter exhibition*, 1872, no. 223

(as Paolo Veronese)

London, The New Gallery, *Exhibition of Venetian Art*, 1894-5,

no. 274 (as Paolo Veronese)

Literature

Catalogo dei quadri esistenti nella Galleria Manfrin in Venezia, Venice, 1856, no. 236

R. Marini *Tutta la pittura di Paolo Veronese*, Milan, 1968, no. 424 (as attributed to Veronese)

T. Pignatti, *Veronese*, Venice, 1976, p. 190, no. A156, v. II, fig. 856 (erroneously given as on canvas)

Two other paintings of this subject by Veronese himself are known; one in the Palazzo Bianco, Genoa, the other in the Musée du Louvre, Paris.



45

VALERIO CASTELLO (GENOA 1624-1659)

The Journey of Jacob to Canaan

oil on canvas

45 x 71cm (17 11/16 x 27 15/16in).

£8,000 - 12,000

€8,900 - 13,000

US\$9,700 - 15,000

Provenance

Inherited by the present owner from a private collection, UK

Comparable sketches from both a stylistic and a compositional point of view, in oil on canvas and of a similar size by Castello include:

Abraham and the Three Angels, 32.5 x 42.3 cm.; *The Adoration of the Magi*, 27.5 x 40 cm.; and *The Flight into Egypt*, 57 x 41 cm.

(see Camillo Manzetti, *Valerio Castello*, Genoa 1972, nos. 98, 103 and 105, pp. 178, 184 and 186-7).

46

ALVISE VIVARINI (VENICE CIRCA 1445-CIRCA 1503)

Portrait of a gentleman, bust-length,
in a black cap with an elaborate zazzera
oil on panel
28.6 x 21.2cm (11 1/4 x 8 3/8in).

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

Gagliardi, Florence
Sale, Jandolo and Ravazzi, Rome, 27 April-2 May 1908, lot 525,
reproduced pl. XXXIII
Private Collection, Avignon
With Julius Böhler, Munich, by 1929
Edward Hutton (1875-1959), London, by 1947
With Wildenstein, New York, by 1982
Sale, Christie's, London, 7 July 2004, lot 8
Sale, Sotheby's, New York, 31 January 2014, lot 408

Exhibited

Munich, Julius Böhler, *Ausstellung altvenezianischer Malerei*, 1931, no. 59

Literature

The Art News, vol. XXIX, no. 38, July 1931, reproduced p. 18
B. Berenson, *Italian Pictures of the Renaissance: Venetian School*,
London, 1957, vol. I, p. 201 as Bartolomeo Vivarini (ex-collection of
Edward Hutton) and possibly also p. 196 as Alvise Vivarini
F. Heinemann, *Giovanni Bellini e i belliniani*, Venice, 1959, vol. I, p. 274,
cat. no. V390, ill., vol. II, p. 675, fig. 778
J. Steer, *Alvise Vivarini, His Art and Influence*, Cambridge, 1982, cat.
no. 20, p. 144, ill., p. 253, pls. 34 and 34a

Steer dates the present painting to the late 1480s or early 1490s,
placing it between the *Portrait of a man* in the Museo Civico, Padua,
and the *Portrait of a man*, dated 1497, in the National Gallery, London
(see literature, p. 144).

Mauro Lucco has suggested an alternative attribution to Marco Basaiti.





47^{TP}

JAN WILDENS (ANTWERP 1586-1653)

An extensive river landscape with horsemen on a track and a shepherd with his flock in the distance
oil on canvas

120.2 x 170.6cm (47 5/16 x 67 3/16in).

£15,000 - 20,000

€17,000 - 22,000

US\$18,000 - 24,000

Provenance

Francisco Armero Fernandez Peñaranda (1804-1866), Marques de Nervión, President of the Counsel of Ministers of Spain, Minister of the Navy, Minister of War and Minister of the Interior, and thence by descent to the present owners

While Wildens's earliest known works that can be confidently attributed are somewhat archaic in style, showing the formulaic influence of Gillis van Coninxloo, following his trip to Italy in 1614 his style underwent an evolution towards greater spontaneity and realism from his knowledge of the work of Paul Bril. By 1616 he was collaborating with Peter Paul Rubens. In this productive relationship, Wildens painted the landscape backgrounds of many historical works by Rubens (in fact, Rubens was best man at Wildens's wedding and Rubens went on to marry Helen Fourment, Wildens' niece; while in 1640 Wildens became one of three executors responsible for the sale of Rubens's collection). Under that celebrated artist's influence from 1620 Wildens's works lose their Mannerist nature, employing more balanced, harmonious and classical forms. Besides collaborating with Rubens, he also worked with Jacob Jordaens, Frans Snyders, Abraham Janssen, Cornelis de Vos, Gerard Seghers, Theodoor Rombouts and Cornelis Schut.



48^{TP}

JAN WILDENS (ANTWERP 1586-1653)

A mountainous landscape with huntsmen
and their dogs beside a waterfall
oil on canvas

120.2 x 167.6cm (47 5/16 x 66in).

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

Francisco Armero Fernandez Peñaranda (1804-1866),
Marques de Nervión, President of the Counsel of Ministers of Spain,
Minister of the Navy , Minister of War and Minister of the Interior,
and thence by descent to the present owners

For a discussion of the artist and his work see the previous lot.

49

JAN BRUEGHEL THE YOUNGER (ANTWERP 1601-1678)

Roses, tulips, an iris and other flowers in a glass vase on a stone plinth
oil on canvas

81.8 x 57.3cm (32 3/16 x 22 9/16in).

£15,000 - 20,000

€17,000 - 22,000

US\$18,000 - 24,000

Provenance

Private Collection, Belgium

We are grateful to Dr. Fred Meijer for confirming the attribution of the present work to Jan Brueghel II, on first-hand inspection. He believes it to be a late work, after circa 1650. It may be compared to other late works by the artist, such as: a signed panel, 46 x 33.5 cm., with Rafael Valls Gallery, London, 1989 (formerly attributed to JP Brueghel); a work on copper, 87.3 x 55.3 cm., sale, Christie's, London, 25 April 2001, lot 1; a panel, 74 x 53 cm., sale, Dorotheum, 21 October 2013, lot 374; and a canvas, 74 x 56 cm., sale Dorotheum, 21 October 2014, lot 227.





50^{TP}

**ATTRIBUTED TO PIER FRANCESCO CITTADINI
(MILAN 1616-1681 BOLOGNA)**

Portrait of a young lady, three-quarter-length, in a white lace dress,
holding a rose and standing before a red curtain
oil on canvas

118 x 94.5cm (46 7/16 x 37 3/16in).

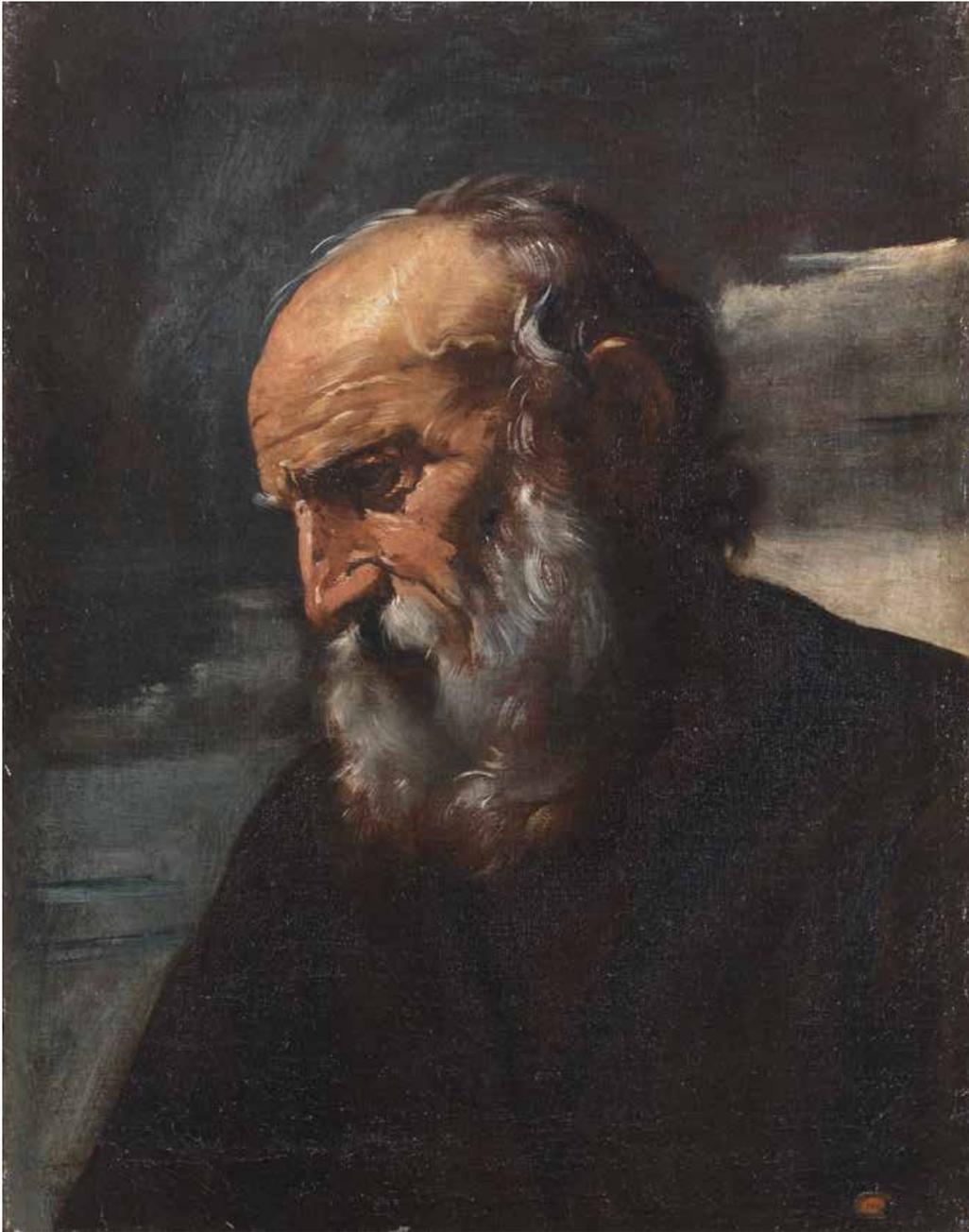
£8,000 - 12,000

€8,900 - 13,000

US\$9,700 - 15,000

Provenance

In the present owner's family since the 1950s



51

ROMAN SCHOOL, 17TH CENTURY

A bearded man in profile

oil on canvas

63.2 x 49.8cm (24 7/8 x 19 5/8in).

£8,000 - 12,000

€8,900 - 13,000

US\$9,700 - 15,000

52

ELISABETTA SIRANI (BOLOGNA 1638-1665)

Saint John the Baptist

signed and dated 'E.A SIRANI/ F. 1663' (lower left)

oil on canvas

74.8 x 60.2cm (29 7/16 x 23 11/16in).

£20,000 - 30,000

€22,000 - 33,000

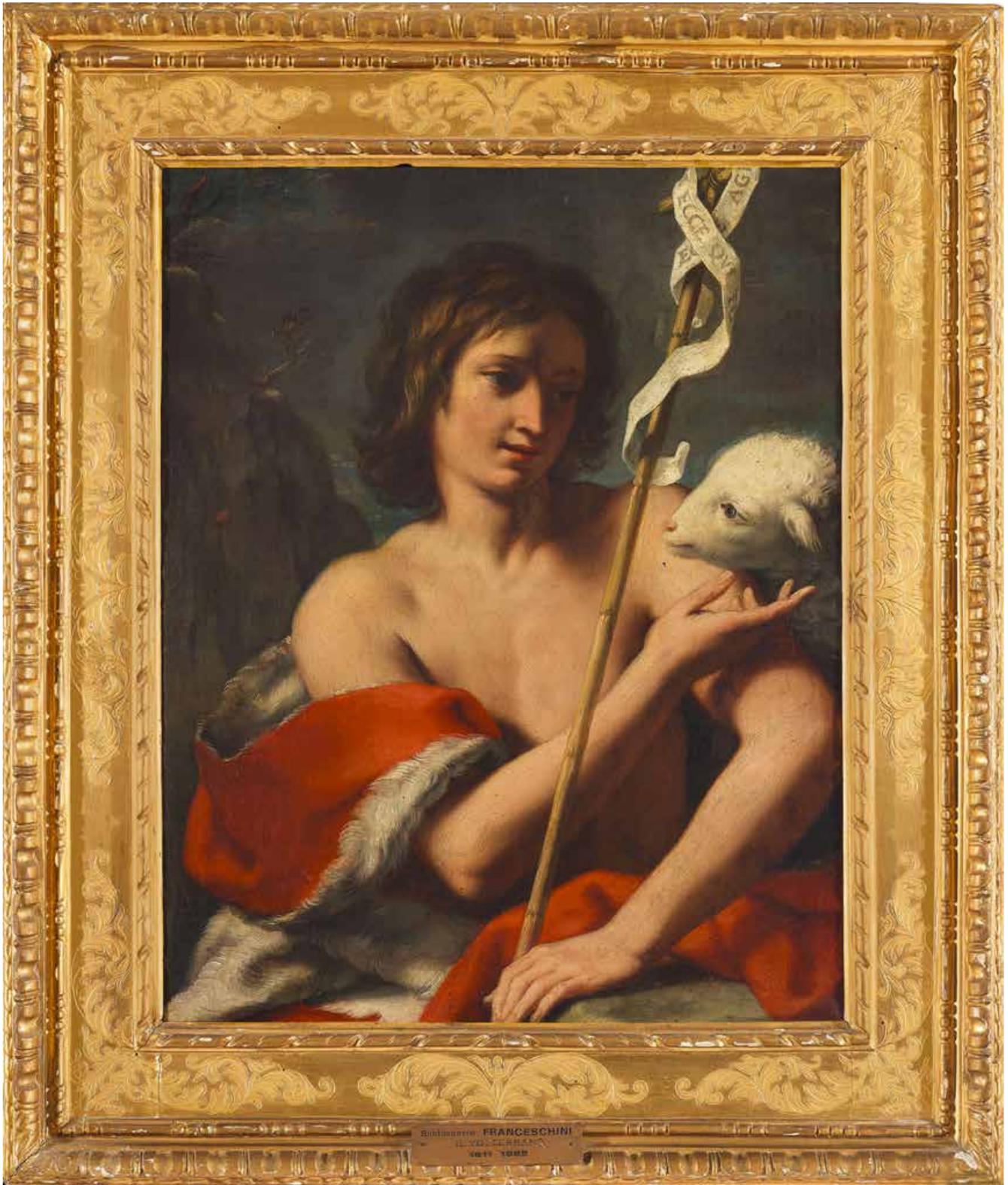
US\$24,000 - 36,000

Provenance

Purchased by the present owner's father in the 1970s

The present lot can be compared to two other works by Sirani of the 1660s. The treatment of the lamb and the fur-lined cloth in the current painting comes very close to that in the *Infant Saint John the Baptist*, signed and dated 1665, offered at Sotheby's New York, 5 June 2014, lot 35. A further comparable can be found in the *Delilah* of 1664 which was offered at Hôtel Drouot, Paris, 4 November 2011.







53

JEAN-BAPTISTE PATER (VALENCIENNES 1695-1736 PARIS)

Fête Galante

oil on canvas

27.2 x 30.9cm (10 11/16 x 12 3/16in).

£8,000 - 12,000

€8,900 - 13,000

US\$9,700 - 15,000

Provenance

Sale, Lempertz, Cologne, 19 November 2011, lot 1311

We are grateful to Dr. Christoph Martin Vogtherr for confirming the attribution to Pater and for suggesting that in his opinion this is a work from the late 1720s.



54

ATTRIBUTED TO PIERRE DULIN (PARIS 1669-1748)

Venus reclining in a landscape

oil on panel

18.1 x 23cm (7 1/8 x 9 1/16in).

£7,000 - 10,000

€7,800 - 11,000

US\$8,500 - 12,000

Provenance

Sale, Christie's, South Kensington, 29 October 2010, lot 136A



55

ROMAN SCHOOL, CIRCA 1700

The Madonna and Child with the Infant Saint John the Baptist

oil on copper

21.2 x 16.2cm (8 3/8 x 6 3/8in).

£6,000 - 8,000

€6,700 - 8,900

US\$7,300 - 9,700



56*

**ATTRIBUTED TO SEBASTIANO CONCA
(GAETA CIRCA 1676-1764 NAPLES)**

The Madonna and Child with the Infant Saint John the Baptist
oil on canvas

82 x 75cm (32 5/16 x 29 1/2in).

£6,000 - 8,000

€6,700 - 8,900

US\$7,300 - 9,700

Pentiments are evident in the present work where the artist has lowered the surface of the Christ child's hair; and where Saint John's cross has been shifted to the right.

We are grateful to Dr. Karin Wolfe for suggesting that the present painting is by an artist familiar with the work of Francesco Trevisani but that the technique and touches of red in the depiction of the flesh tones suggest closer affinities with the work of Sebastiano Conca. (1676-1764). A similar composition, on copper, 30.48 x 22.86, for example, was sold at Christie's, London, 9 December, 2005, lot 212.

ATTRIBUTED TO CIRO FERRI (ROME 1634-1689)

An Allegory of the Medici family
pen, brown ink and wash, heightened with white,
on several sheets of paper laid down on canvas
109.2 x 94.2cm (43 x 37 1/16in).

£6,000 - 8,000

€6,700 - 8,900

US\$7,300 - 9,700

Provenance

Packwood House, Warwickshire
The Collection of Graham Baron Ash, Wingfield Castle, Diss,
by whom gifted to the present owner, circa 1967

Literature

N. Turner, *Disegni di Pietro Cortona e Ciro Ferri*, Roma,
Gabinetto Nazionale delle Stampe, 1978, in *Prospettiva*, vol. 17,
April 1979, pp. 76-77, ill, fig. 8

Engraved

F. Spierre, Rome, 1664

The present drawing appears to have been carried out in preparation for an engraving of an allegory of the Medici family. It was to illustrate a panegyric written by the poet Giovanni Rimbaldesi in honour of the Medici, *Iovis Medicei*... The iconographic programme devised by Rimbaldesi is based on the five *palle* of the Medici coat-of-arms. Each *palla* is represented by the planet Jupiter, shown as the central figure, and his four accompanying satellites, the *Stellae Mediceae*, discovered and named by Galileo Galilei. The four moons are embodied by the previous four Grand Dukes of Tuscany who reigned before Ferdinando II and each carry with them the attribute of one of the Cardinal Virtues.

In the lower section of the image the young prince of Tuscany, Cosimo III, son of Ferdinando and heir to the grand-ducal throne, is bestowed with these Cardinal Virtues.

In his instructions, Rimbaldesi specified that Ciro Ferri should carry out the design for the engraving - 'il disegno sarà fatto da Sig. Ciro, che lo conferirà col Sig. Pietro da Cortona; per l'intaglio o da Monsù Spier solo, o unicamente col Brumarti per spedirlo più presto'. The print (fig. 1) was indeed engraved by F. Spierre and it states that Ciro Ferri drew the design. The poem was published in Rome in 1664.



fig. 1. F.Spierre, Rome, 1664



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IMPORTANT
DESIGN
500 YEARS OF FINE
DECORATIVE ARTS

Wednesday 5 April 2017
New Bond Street, London

ENQUIRIES
Furniture
Thomas Moore
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Works of Art and Sculpture
Michael Lake
michael.lake@bonhams.com

20th Century Design
Mark Oliver
mark.oliver@bonhams.com

Silver
Ellis Finch
ellis.finch@bonhams.com

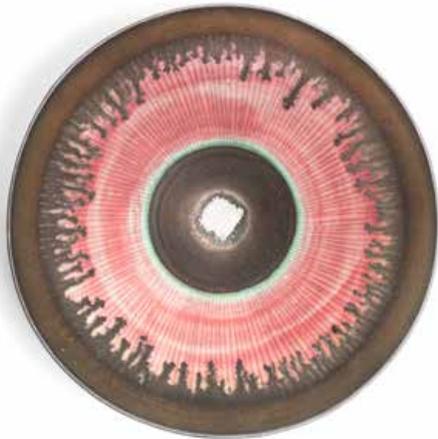
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**A GEORGE III MAHOGANY
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VATICAN WORKSHOP
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NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, including *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as "*Bidders*" or "you". Our List of Definitions and Glossary is incorporated into this *Notice to Bidders*. It is at Appendix 3 at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

IMPORTANT: Additional information applicable to the *Sale* may be set out in the *Catalogue* for the *Sale*, in an insert in the *Catalogue* and/or in a notice displayed at the *Sale* venue and you should read them as well. Announcements affecting the *Sale* may also be given out orally before and during the *Sale* without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

1. OUR ROLE

In its role as *Auctioneer of Lots*, *Bonhams* acts solely for and in the interests of the *Seller*. *Bonhams'* job is to sell the *Lot* at the highest price obtainable at the *Sale* to a *Bidder*. *Bonhams* does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders*. When it or its staff make statements about a *Lot* or, if *Bonhams* provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot*. *Bidders* and *Buyers* who are themselves not expert in the *Lots* are strongly advised to seek and obtain independent advice on the *Lots* and their value before bidding for them. The *Seller* has authorised *Bonhams* to sell the *Lot* as its agent on its behalf and, save where we expressly make it clear to the contrary, *Bonhams* acts only as agent for the *Seller*. Any statement or representation we make in respect of a *Lot* is made on the *Seller's* behalf and, unless *Bonhams* sells a *Lot* as principal, not on our behalf and any *Contract for Sale* is between the *Buyer* and the *Seller* and not with us. If *Bonhams* sells a *Lot* as principal this will either be stated in the *Catalogue* or an announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue*.

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. 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 £100,000 of the *Hammer Price*
20% from £100,001 to £2,000,000 of the *Hammer Price*
12% from £2,000,001 of the *Hammer Price*

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-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or

indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

Bonhams is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, *Bonhams* is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of 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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8 FAILURE TO PAY FOR THE LOT	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*.

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	7.3.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	7.4	to terminate this agreement immediately for your breach of contract;	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	to retain possession of the <i>Lot</i> ;	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	8.1	to remove, and/or store the <i>Lot</i> at your expense;	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	8.1.1	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	8.1.2	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;	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	8.1.3	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	8.1.4	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	10 OUR LIABILITY	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.8	8.2	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	10.1	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.9	8.2.1	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;	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.10	8.2.2	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.1.11	9 FORGERIES	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	10.2.3	damage to tension stringed musical instruments; or
7.2	9.1	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
	9.2	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.		
	9.2.1	Paragraph 9 applies only if:		
	9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and		
	9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
	9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

19th Century Paintings

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Madalina Lazen
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20th Century British Art

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Aboriginal Art

Francesca Cavazzini
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African, Oceanic & Pre-Columbian Art

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Fredric Backlar
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American Paintings

Kayla Carlsen
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Antiquities

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Antique Arms & Armour

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U.S.A.
Paul Carella
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Art Collections, Estates & Valuations

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Art Nouveau & Decorative Art & Design

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U.S.A.
Frank Maraschiello
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Australian Art

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Alex Clark
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Australian Colonial Furniture and Australiana

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Books, Maps & Manuscripts

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British & European Glass

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Suzy Pai
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British Ceramics

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Clocks

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Coins & Medals

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Paul Song
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Contemporary Art

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Jeremy Goldsmith
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Entertainment Memorabilia

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Catherine Williamson
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European Ceramics

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Sebastian Kuhn
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Peter Scott
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Furniture

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Thomas Moore
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Andrew Jones
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European Sculptures & Works of Art

UK
Michael Lake
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Greek Art

Olympia Pappa
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Golf Sporting Memorabilia

Kevin Mcgimpsey
+44 131 240 2296

Irish Art

Penny Day
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Impressionist & Modern Art

UK
India Phillips
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Indian, Himalayan & Southeast Asian Art

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Jewellery

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Mechanical Music

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Modern, Contemporary & Latin American Art

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Modern Design

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Automobilia

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Motorcycles

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Native American Art

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Natural History

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Old Master Pictures

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Sporting Guns

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