

THE CONTENTS OF A CATALONIAN VILLA

The Collection of
Anton Casamor

Wednesday 11 April 2018



Bonhams

LONDON



A. Casamor



THE CONTENTS OF A CATALONIAN VILLA

The Collection of Anton Casamor

Wednesday 11 April 2018 at 2pm

New Bond Street, London

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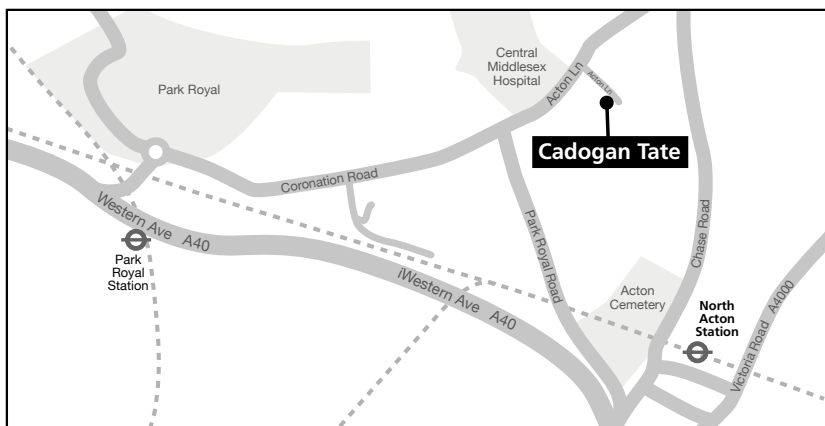
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Anton Casamor. c.1932

FOREWORD

It has been a privilege looking after the collection of Anton Casamor for the last forty years. My uncle dedicated his life to art, unmotivated by money or personal recognition, and built this beautiful collection of Old Master paintings and sculpture at our private country estate in Catalonia.

In order to ensure his artistic legacy is now brought to an international audience, this exceptional Bonhams auction of fine art from the family collection will allow us to show Anton Casamor's life works in a new home in Costa Brava. It will be a pleasure to welcome you to the new headquarters of The Casamor Foundation.

Carlos Casamor, March 2018





INTRODUCTION

Anton Casamor (1907–1979) was a leading exponent of *Noucentisme*, the Catalan cultural movement that flourished in the early part of the 20th century as a reaction against Modernism. Casamor made his reputation as a master sculptor focusing his work mainly on the female figure. He was a friend of Salvador Dali with whom he studied, a fellow Catalan artist whose artistic influence he absorbed. His work can be found in international collections, as well as widely throughout Catalonia, and is represented in many public commissions including for the façade of Girona Cathedral.

Girona Cathedral, also known as the Cathedral of Saint Mary of Girona, was first built in the 11th century in the Romanesque style and later remodelled in the Gothic manner, with its Baroque facade and famous grand staircase being added in the early 17th century. In the 1960's, local

sculptors were commissioned to carve the Saints which adorn the three orders of the front of the building, amongst which are the magnificent figures of Saint Joseph and Saint James, carved by Anton Casamor, which stand on either side of the cathedral's impressive facade and are arguably his most famous commission.

A pair of bronze maquettes of the figures of Saint Joseph and Saint James are included in this sale, lot 218 on page 113.

Like many artists, Anton Casamor surrounded himself with art and sculpture at his villa in Navata. His own collection boasts wonderful Italian and Spanish paintings as well as sculpture dating from the 12th to the 20th century, works that define the unique timeless ethos of this collection.





1

STUDIO OF ANDREA DEL SARTO (ITALIAN, 1486-1530)

The Madonna and Child

oil on panel

61 x 49.1cm (24 x 19 5/16in).

£7,000 - 9,000

€7,900 - 10,000

The present composition is a detail after del Sarto's original fresco,
in Basilica della Santissima Annunziata, Florence.





2

2

SPANISH SCHOOL, 17TH CENTURY

Saint Bonaventura; and A Franciscan Saint
a pair, oil on canvas

148 x 67cm (58 1/4 x 26 3/8in). (2)

£3,000 - 5,000

€3,400 - 5,600

3

**CIRCLE OF LELIO ORSI DA NOVELLARA
(ITALIAN, 1511-1587)**

The Agony in the Garden

oil on panel

51.2 x 47cm (20 3/16 x 18 1/2in).

£2,000 - 3,000

€2,200 - 3,400

4

SPANISH SCHOOL, 17TH CENTURY

An Angel

oil on canvas, a fragment

32.6 x 25.1cm (12 13/16 x 9 7/8in).

£200 - 300

€230 - 340



3

5

SPANISH SCHOOL, CIRCA 1800

A still life with a bowl of cherries and flowers
oil on canvas
106.6 x 76.4cm (41 15/16 x 30 1/16in).

£2,000 - 3,000

€2,200 - 3,400



5

6

BOLOGNESE SCHOOL, 18TH CENTURY

David with the Harp
oil on canvas
96.5 x 76.5cm (38 x 30 1/8in).

£3,000 - 5,000

€3,400 - 5,600



6

7

SPANISH SCHOOL, 18TH CENTURY

Saint Anthony Abbott
oil on canvas
39.5 x 31cm (15 9/16 x 12 3/16in).

£300 - 500

€340 - 560



8^{TP}

**A LARGE (LIFESIZE) PAIR OF 17TH/18TH
CENTURY CARVED PINE FIGURES OF
SAINT LUKE AND SAINT JOHN**

Both figures seated holding an open bible,
Saint Luke with an Ox and Saint John with an
eagle by his side. Originally would have been
painted with traces of paint visible
*the first 97cm wide x 72cm deep x 102cm
high (38in wide x 28in deep x 40in high)*
*the second 76cm wide x 84cm deep x 127cm
high (29 1/2in wide x 33in deep x 50in high)*
(2)

£6,000 - 8,000

€6,700 - 9,000





9

**ATTRIBUTED TO FRANCISCO DE COMONTES
(SPANISH, ACTIVE 1524-1565)**

The Annunciation

oil on panel

118.5 x 85.8cm (46 5/8 x 33 3/4in).

£20,000 - 30,000

€22,000 - 34,000

A work typical of Toledo in the mid-16th century, the present lot very closely relates to the *Annunciation* previously in the Velasco Collection, Salamanca (see: C. Post, *A History of Spanish Paintings*, vol. IX, part 1, p.302, fig. 101, Juan Correr de Vivar). Initially considered by Chandler Post to be by the Toledan artist Juan Correr de Vivar (Mascaraque circa 1510 – 1566 Toledo), the Salamanca *Annunciation* and other similar paintings are now thought to be the work of his direct contemporary Francisco de Comontes. Both artists were the product of the studio of Toledo's leading painter Juan de Borgoña (circa 1470-1536) and at times their work is almost indistinguishable from each other.

With the use of the rich red drape as a backdrop and the strong blocks of colour, the present work resonates with the altarpiece of Santa Ana and San Miguel, now in the Museo di Santa Cruz in Toledo, one of Comontes' major remaining works. The figure of the Virgin also finds a parallel in the *Annunciation* now in the University Chapel in Salamanca. This latter work was also previously thought to be the work of Juan Correa de Vivar.





10

10

A LATE 15TH/EARLY 16TH CENTURY CARVED POLYCHROME FIGURE OF THE MADONNA AND CHILD

Dressed in flowing robes and with Christ sat on her knee, his right hand raised in blessing, retaining much of the original paintwork, 60cm high (23 1/2in high).

£3,000 - 5,000
€3,400 - 5,600



11

13

A 17TH/18TH CENTURY CARVED AND POLYCHROME DECORATED FIGURE OF THE VIRGIN OF THE IMMACULATE CONCEPTION

The Virgin Mary dressed in flowing robes with her hands clasped before her, raised upon clouds and cherub's heads and a crescent moon, on a plinth base, 80cm high (31in high).

£700 - 1,000
€790 - 1,100

11^{TP}

A SPANISH POLYCHROME CARVED FIGURE OF THE VIRGIN OF THE IMMACULATE CONCEPTION

Probably 17th century
Carved in flowing robes, her outer garments decorated with stars, treading down the serpent whilst on a crescent moon, raised on an octagonal painted and gilded wooden base, 112cm high (44in high).

£2,000 - 3,000
€2,200 - 3,400

14

A CARVED POLYCHROME AND GILT FIGURE OF THE VIRGIN OF THE IMMACULATE CONCEPTION

The Virgin Mary dressed in flowing robes and stood on a crescent moon, the base of carved architectural form, 32cm wide x 32cm deep x 86cm high (12 1/2in wide x 12 1/2in deep x 33 1/2in high).

£3,000 - 5,000
€3,400 - 5,600

12

A SPANISH GILT AND POLYCHROME FIGURE OF A MONK

Of the Franciscan Order, holding a Bible, probably 17th century, 60cm high (23 1/2in high).

£1,000 - 2,000
€1,100 - 2,200

15

AN 18TH/19TH CENTURY CARVED FIGURE OF SAINT CHRISTOPHER

Modelled naturalistically in robes, holding a staff and carrying the infant Jesus on his shoulder, on a wooden plinth base, 33cm high (12 1/2in high).

£3,000 - 5,000
€3,400 - 5,600



12



13



14



15



16^{TP}

ATTRIBUTED TO OTTO VAN VEEN (DUTCH, 1556-1629)

Fleeing Love

Inscribed 'QVO FVGIS, AH DEMENS. NVLLA EST FVGA:TV LICET VSQUE/ AD TANAIM FVGIAS, VSQUE SEQVETVR AMOR' (lower right)
oil on canvas

166.4 x 239cm (65 1/2 x 94 1/8in).

£20,000 - 30,000

€22,000 - 34,000

Literature

J. Sanzsalazar, 'Fleeing Love. The emblems and landscape of a new painting by Otto van Veen', in *Philostrato. Revista de Historia y Arte*, nº 1, April 2017, pp. 56-72, ill, fig. 1, p. 58 (as by Otto van Veen)

The present composition is related to Otto van Veen's *Amorum emblemata* which was published in 1608 in several polyglot issues in which the illustrations, engraved by Cornelis Boel, were each accompanied by a Latin motto and quotation. The Renaissance emblem book which was popular in the early modern period and took elements from classical, medieval and contemporary literature, painting, sculpture and music to reflect many different subjects and in many different styles proved attractive to a wide audience.

The inscription in the lower right corner of the present composition is taken from Sextus Propertius' *Elegies*, Book2: 30A, a collection of poems about the author's tragic and obsessive love for Cynthia. It reads: 'Quo fugis a demens? nulla est fuga: tu licet usquead Tanain fugias, usque sequetur Amor' or 'There's no escape: though you head out to Tanais, Love will follow you there'.

The tone of this couplet suggests that Propertius is addressing himself in the third person and warning himself of the futility of escaping love. Tanais is the Greek name for the River Don, which in antiquity was regarded as the border of Europe and Asia and therefore often referred to as the end of the world. The message conveyed by the author is that it is better to surrender to love than to escape it, an attitude stemming from the beliefs and ideals of Neostoicism, a philosophy founded by Justus Lipsius, based on the rejection of passion.





17

17

FRENCH SCHOOL, 18TH CENTURY

An Allegory of Geography

oil on canvas

38 x 46cm (14 15/16 x 18 1/8in).

£1,500 - 2,500

€1,700 - 2,800

The present composition is based on an engraving by Sebastien Leclerc (1690-1742), in reverse (see: British Museum no. 2010,7081.3438).

18

MANNER OF CARLO MARATTA, 19TH CENTURY

The Holy Family within a garland of flowers

oil on canvas

50.4 x 62cm (19 13/16 x 24 7/16in).

£700 - 900

€790 - 1,000



18

19^{TP}

SPANISH SCHOOL, 20TH CENTURY

The Martyrdom of Saint John the Evangelist

fresco transferred to board

138.3 x 198cm (54 7/16 x 77 15/16in).

£1,500 - 2,000

€1,700 - 2,200

20

SPANISH SCHOOL, 18TH CENTURY

Hens in captivity beside baskets

oil on canvas

51.4 x 73.8cm (20 1/4 x 29 1/16in).

£400 - 600

€450 - 670



19

21
SPANISH SCHOOL, 18TH CENTURY

The Lamentation
oil on canvas
42.8 x 53cm (16 7/8 x 20 7/8in).

£1,000 - 1,500
€1,100 - 1,700

22
VENETIAN SCHOOL, 17TH CENTURY

Saint Anthony Abbot and Saint Paul the Hermit
oil on canvas
81.4 x 105.8cm (32 1/16 x 41 5/8in).

£2,000 - 3,000
€2,200 - 3,400

23
SPANISH SCHOOL, 18TH CENTURY

Christ crowned with thorns and supported by angels
oil on canvas
76.5 x 99cm (30 1/8 x 39in).

£1,000 - 1,500
€1,100 - 1,700

24
SPANISH SCHOOL, 18TH CENTURY

A nun at prayer
oil on panel
33.2 x 25.1cm (13 1/16 x 9 7/8in).

£300 - 500
€340 - 560

25
JOHN PETTIE, RA HRSA (BRITISH, 1839-1893)

A soldier
signed 'J Pettie' (lower left)
oil on canvas
27.8 x 20.7cm (10 15/16 x 8 1/8in).

£500 - 1,000
€560 - 1,100



21



22



23



26

26

SPANISH SCHOOL, 16TH CENTURY

Saint Peter, Saint Barbara, Saint Flavian (?) and the Virgin Mary

oil on panel

41 x 143.8cm (16 1/8 x 56 5/8in).

£8,000 - 12,000

€9,000 - 13,000

27

SPANISH SCHOOL, CIRCA 1700

Saint Jerome

oil on canvas

83.5 x 65cm (32 7/8 x 25 9/16in).

£1,000 - 1,500

€1,100 - 1,700

28

**CIRCLE OF PEDRO LOPEZ CALDERON
(MEXICAN, 18TH CENTURY)**

The Penitent Magdalen

oil on canvas

100 x 73.1cm (39 3/8 x 28 3/4in).

£3,000 - 5,000

€3,400 - 5,600

29

FLEMISH SCHOOL, LATE 16TH CENTURY

Mater Dolorosa

oil on panel

65.5 x 55.4cm (25 13/16 x 21 13/16in).

£5,000 - 7,000

€5,600 - 7,900

30

BOLOGNESE SCHOOL, 17TH CENTURY

A Franciscan Saint in prayer

oil on canvas

68.5 x 52.7cm (26 15/16 x 20 3/4in).

£800 - 1,200

€900 - 1,300



27



28



29



30



31

AFTER LUCA GIORDANO, LATE 17TH CENTURY

King David

oil on canvas

121 x 104.4cm (47 5/8 x 41 1/8in).

£8,000 - 12,000

€9,000 - 13,000

The present composition is based on the figure of King David in Giordano's original work, offered for sale at Edmund Peele & Ass., Madrid on 31 May 1990, lot 10.





32

32^{TP}

A LATE 19TH CENTURY GILT METAL FIVE BRANCH GASOLIER

With scrolled arms supported by winged female terms, later converted to electricity, 112cm drop x 93cm wide (44in drop x 36 1/2in wide)

£600 - 1,000

€670 - 1,100

33^{TP}

A SPANISH LATE 19TH CENTURY GILT BRASS CHANDELIER

The central support issuing scrolled candle arms all decorated with ivy leaves, with glass candle sconces, 129cm drop x 92cm wide (50 1/2in drop x 36in wide).

£1,000 - 1,500

€1,100 - 1,700

34

A LATE 19TH/EARLY 20TH CENTURY TERRACOTTA BUST OF A BISHOP

Modelled forward facing and wearing his mitre and cassock, 43cm wide x 30cm deep x 60cm high (16 1/2in wide x 11 1/2in deep x 23 1/2in high).

£400 - 600

€450 - 670



35

35

A CARVED POLYCHROME FIGURE GROUP OF THE VIRGIN AND CHILD

Possibly 16th century

The Virgin wearing a crown and stylised flowing robes, holding the infant Christ in her left hand as she gives a blessing, in her right hand she holds an orb, standing on an integral base, 59.5cm high (23in high)

£1,000 - 1,500

€1,100 - 1,700

36

A 15TH/16TH CENTURY CARVED POLYCHROME FIGURE OF A SAINT

Probably of Saint Catherine of Alexandria

Carved crowned and holding a wheel, with her left foot resting upon a serpent, 66cm high (25 1/2in high).

£4,000 - 6,000

€4,500 - 6,700

37

A TERACOTTA FIGURE OF A YOUNG GIRL

Modelled with her hair tied back and with her hands clasped in prayer, on a naturalistic plinth base and titled, 'ANGELUS', 87cm high (34in high)

£3,000 - 5,000

€3,400 - 5,600



34



35



36



37



38^{TP}

**A PAIR OF SPANISH 19TH CENTURY
WROUGHT IRON SIDE TABLES**

With simulated marble painted tops above
scrolled supports, 165cm wide x 85cm deep
x 82cm high (64 1/2in wide x 33in deep x 32in
high).

£2,000 - 3,000

€2,200 - 3,400

38 (one from a pair)

39^{TP}

**AN EARLY 20TH CENTURY SUITE OF
PAINTED FURNITURE**

Comprising of a settee, a pair of armchairs
and ten chairs, with rush seats in the 17th
century style, the settee 184cm wide (72in
wide). (13)

£800 - 1,200

€900 - 1,300



39 (part lot)



40^{TP}

A SIENNA MARBLE CONSOLE TABLE

The rectangular top with moulded edge above
a pair of scrolled supports, 201cm wide x
59cm deep x 66cm high (79in wide x 23in
deep x 25 1/2in high).

£1,000 - 1,500

€1,100 - 1,700

40





41

SPANISH SCHOOL, 19TH CENTURY

Four scenes from Don Quixote
lithographs with hand colouring, in verre
eglomise mounts

41.5 x 56.5cm (16 5/16 x 22 1/4in). (4)

£4,000 - 6,000

€4,500 - 6,700

42

**A TWO-HANDLED CERAMIC HISPANO
Moresque Polychrome Decorated
Amphora and Stand**

Of tapering form and decorated with stylised
foliage and scrolls, the lower section with two
bands of repeating stylised foliate pattern,
55cm high (21 1/2in high).

£300 - 400

€340 - 450

43

**A Terracotta Bust of a Young
Woman**

19th century

Her hair dressed with a ribbon and rose, on
an integral socle style base, 58cm high (22
1/2in high).

£200 - 400

€230 - 450

44

**A 20th Century Bronzed
Terracotta Bust of Hamlet**

Modelled looking over his right shoulder and
dressed in a doublet, on an integral plinth
base titled 'HAMLET' and signed 'R. Atache',
43in high (16 1/2in high).

£100 - 200

€110 - 230



41 (three from a set of four)

45

AFTER JEAN JACQUES FRANCOIS LE BARBIER (FRENCH, 1738-1826)

Three 18th Century French engravings of classical subjects
Combat des Horaces et des Curiaces,
Coriolon et Veturie ou le respect filial,
Cincinnatus recevant les ambassadeurs de Rome, 1787-1790, engraved by Jean Jacques Avril, published by A.Bes et F.Dubreuil, Paris (3) 53 x 67cm (20 7/8 x 26 3/8in).

£1,000 - 1,500

€1,100 - 1,700



46

A PATINATED PLASTER HEAD OF A CLASSICAL MAIDEN

After the Antique, her hair dressed in the Grecian style, 31cm high (12in high).

£100 - 200

€110 - 230

47

A CERAMIC AND FLORAL GROUP OF THE HOLY FAMILY

The three figures with ceramic heads, hands and feet stood side by side wearing embroidered robes and with synthetic floral sprays behind and in front, under a glass dome resting upon an ebonised base, 51cm high x 38cm wide (20in high x 15in wide)

£400 - 600

€450 - 670



48

A GRADUATED SET OF FOUR JAPANESE LACQUER TRAYS OF LOBED FORM

The edges decorated with stylised flowers, the wells painted in gilt with buildings and figures in landscapes, the largest 53cm diameter (20 1/2in diameter). (4)

£500 - 800

€560 - 900



49^{TP}

A SPANISH WALNUT REFECTORY TABLE

The rectangular plank top above turned splayed legs united by an iron stretcher, 128cm wide x 104cm deep x 77cm high (50in wide x 40 1/2in deep x 30in high)

£500 - 800

€560 - 900



49



50

50^{TP Y}

A FLEMISH EBONY, EBONISED TORTOISESHELL AND BRASS REPOUSSÉ CABINET ON STAND

The turned spindle gallery above four drawers with panels of allegorical scenes within ripple moulded frames, on a later stand, late 17th century and later, 111cm wide x 45cm deep x 152cm high (43 1/2in wide x 17 1/2in deep x 59 1/2in high)

£2,000 - 3,000

€2,200 - 3,400

51^{TP}

A SET OF TWELVE SPANISH LATE 19TH CENTURY WALNUT BALLOON-BACK DINING CHAIRS

With stuff-over seats above front cabriole legs, 46cm wide (18in wide). (12)

£2,000 - 3,000

€2,200 - 3,400



51 (two from a set of twelve)





52



52^{TP}

A PAIR OF SPANISH LATE 19TH/EARLY 20TH CENTURY GILT METAL AND CUT GLASS SIXTEEN LIGHT CHANDELIERS

Of tent and bag form, the chains of lustres hanging from a stiff-leaf coronet, with scrolled candle arms, later adapted for electricity (top only), 137cm drop (53 1/2in drop). (2)

£3,000 - 5,000

€3,400 - 5,600

53^{TP}

A PAIR OF CLEAR AND COLOURED GLASS LIGHTS

Reputedly designed by Salvador Dali

The domed shades issuing exaggerated palm leaves

The glass shade, 47cm wide (18 1/2in)

£4,000 - 6,000

€4,500 - 6,700

It is understood by the family that Salvador Dali gave this pair of lights to Anton Casamor as a gift. Casamor and Dali were friends and studied together.



53 (one from a pair)

**A SICILIAN 15TH CENTURY POLYCHROME AND GILT
ALABASTER FIGURE OF THE 'TRAPANI MADONNA'**

Both with flowing robes decorated with painted gilt cartouches and stylised scrolling foliage, the Child gazing up to his mother from her arms, set upon a plinth base of stepped and waisted form, decorated with painted stylised foliage, the front with a carved and parcel gilt shield cartouche surmounted by a crown, 29cm wide x 16cm deep x 98cm high (11in wide x 6in deep x 38 1/2in high).

£15,000 - 25,000

€17,000 - 28,000

Literature

Anita Fiderer Moskowitz, *The Sculpture of Andrea and Nino Pisano*, Cambridge, 1986, p. 156

This is a Sicilian marble reduction with notably well-preserved gilt ornaments of the 'Madonna of Trapani' (in Santissima Annunziata, Trapani: 172cm high, see Moskowitz, figs. 313-15), a masterpiece possibly by a follower of Nino Pisano (c. 1315 – 1368?), who is known from another of his sculptures as 'The Master of the Santa Caterina Annunciation'.

The statue of the Madonna and Child was said to have been found by some fishermen from Trapani off the coast, having been thrown into the sea during a storm on its way to Pisa from the 'East', and it may have been carved by a Pisan sculptor active in Cyprus. The attractive image – with its own seemingly miraculous rescue from the depths – was deeply venerated for reported miracles and therefore copied on various scales in marble and alabaster throughout the later Middle Ages and on into later centuries, like an icon (e.g. Palermo Cathedral), as well as for private patrons in ivory.

Of the original Moskowitz writes: '... there is an indirect connection between the sculptor of this superb marble and the Nino-esque tradition. ... The author is clearly concerned with the effective display of life-size ... figures communicating with each other, and it is difficult to think of another fourteenth century sculpture that achieves this so successfully.'







55

55^{TP}

SPANISH SCHOOL, 17TH CENTURY

The Rest on the Flight into Egypt

oil on canvas

111.2 x 185.9cm (43 3/4 x 73 3/16in).

£6,000 - 8,000

€6,700 - 9,000

56^{TP}

CIRCLE OF JOSÉ GUTIÉRREZ DE LA VEGA (SPANISH, 1791-1865)

Saint Catherine of Alexandria

oil on canvas

125.5 x 87.7cm (49 7/16 x 34 1/2in).

£3,000 - 5,000

€3,400 - 5,600

57

FOLLOWER OF BARTOLOMÉ ESTEBAN MURILLO (SPANISH, 1618-1682)

Saint Joseph and the Christ Child

oil on canvas

90 x 67.4cm (35 7/16 x 26 9/16in).

£2,000 - 3,000

€2,200 - 3,400

58

FOLLOWER OF FRANCISCO DE ZURBARÁN (SPANISH, 1598-1664)

The Infant Madonna

oil on canvas

49.4 x 39.3cm (19 7/16 x 15 1/2in).

£1,500 - 2,000

€1,700 - 2,200

59^{TP}

AFTER BARTOLOMÉ ESTEBAN MURILLO, 17TH CENTURY

Saints Leander and Bonaventura

oil on canvas

125.1 x 88.6cm (49 1/4 x 34 7/8in).

£3,000 - 5,000

€3,400 - 5,600

The present composition is after Murillo's original, now in Museum of Fine Art, Seville.



56



57



58



59



60

60
SPANISH SCHOOL, 17TH CENTURY

The Last Supper
oil on canvas
65 x 45.8cm (25 9/16 x 18 1/16in).

£1,000 - 1,500
€1,100 - 1,700



61

63
SPANISH SCHOOL, 17TH CENTURY

The Last Judgement
oil on panel
38.5 x 28.5cm (15 3/16 x 11 1/4in).

£700 - 1,000
€790 - 1,100

61
SPANISH SCHOOL, 17TH CENTURY

Salvator Mundi
oil on panel
69.4 x 47.6cm (27 5/16 x 18 3/4in).

£800 - 1,200
€900 - 1,300

64
SPANISH SCHOOL, 17TH CENTURY

Tobias and the Angel
oil on canvas
55.8 x 40cm (21 15/16 x 15 3/4in).

£1,500 - 2,000
€1,700 - 2,200

62
MANNER OF LUIS MORALES, 19TH CENTURY

The Pieta
oil on canvas
63 x 48cm (24 13/16 x 18 7/8in).

£1,000 - 1,500
€1,100 - 1,700

65
SPANISH COLONIAL SCHOOL, 18TH CENTURY

The Immaculate Conception
oil on canvas
101.4 x 73.5cm (39 15/16 x 28 15/16in).

£1,000 - 1,500
€1,100 - 1,700



62



63



64



65



66

**66
NORTH ITALIAN SCHOOL, LATE 17TH CENTURY**

Portrait of a gentleman, bust-length, in black costume with a white collar
oil on canvas
51.5 x 40cm (20 1/4 x 15 3/4in).

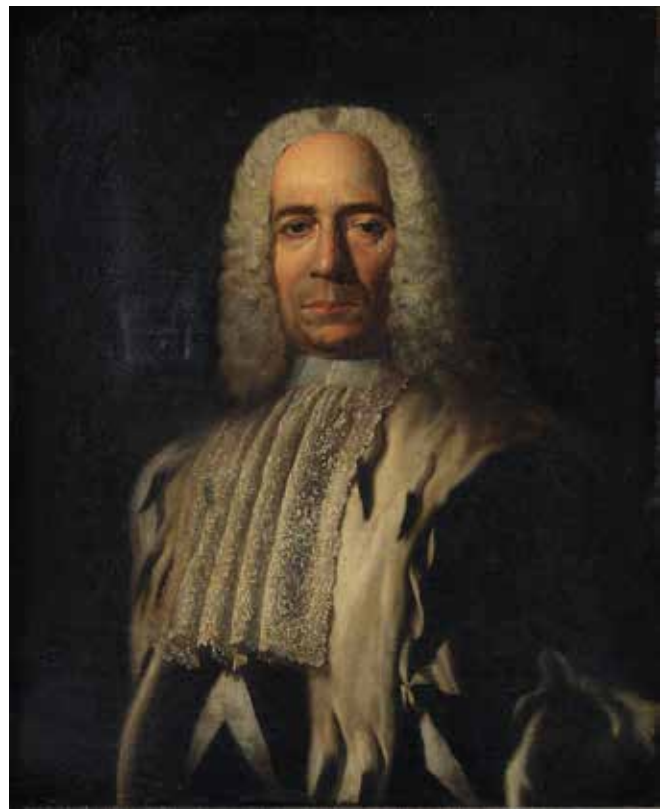
£500 - 1,000
€560 - 1,100

**67
FOLLOWER OF ANTOINE DE FAVRAY
(FRENCH, 1706-1791)**

Portrait of Manuel Pinto da Fonseca, 68th Prince and Grand Master of the Sovereign Military Order of Malta, bust-length, in an ermine trimmed robe
oil on canvas
71.5 x 59.5cm (28 1/8 x 23 7/16in).

£3,000 - 5,000
€3,400 - 5,600

The present lot follows a detail of the full-length portrait of Manuel Pinto da Fonseca, by Antoine de Favray, which now hangs in the museum of Saint John's Co-Cathedral, Valetta.



67

**68
CIRCLE OF SIR ANTHONY VAN DYCK
(FLEMISH, 1599-1641)**

Portrait of Queen Marie de Medici, half-length, seated in black costume
oil on canvas
104.3 x 88.5cm (41 1/16 x 34 13/16in).

£7,000 - 10,000
€7,900 - 11,000

The present work follows van Dyck's original portrait of Marie de Medici, with differences to the background and placement of the crown, now in Musée des Beaux-Arts de Bordeaux, France.

**69
MANNER OF TIZIANO VECELLIO,
CALLED TITIAN, 17TH CENTURY**

Portrait of a gentleman, bust-length, in black costume
oil on canvas, extended on upper edge
63.4 x 48.2cm (24 15/16 x 19in).

£1,000 - 1,500
€1,100 - 1,700

**70
AFTER DIEGO RODRIGUEZ DE SILVA Y
VELASQUEZ, 18TH CENTURY**

Portrait of Philip IV of Spain, bust-length, in armour
oil on canvas
50.6 x 43.5cm (19 15/16 x 17 1/8in).

£1,000 - 1,500
€1,100 - 1,700

The present composition is after Velázquez's original portrait, now in Museo del Prado, Madrid.

**71
CIRCLE OF PIETER NASON
(AMSTERDAM 1612-1688 THE HAGUE)**

Portrait of a lady, half-length, in a blue dress with a gold shawl
oil on canvas
87.5 x 70cm (34 7/16 x 27 9/16in).

£2,000 - 3,000
€2,200 - 3,400



68



69



70



71



72

CIRCLE OF GORTZIUS GELDORP (FLEMISH, 1553-1618)

Portrait of a lady, three-quarter-length, in black, holding gloves
bears date and inscription 'ANNO DO: 1617/AETATIS SVAE.45' (upper
left)

oil on canvas

106.6 x 76.4cm (41 15/16 x 30 1/16in).

£6,000 - 8,000

€6,700 - 9,000



73^{TP}

CIRCLE OF PIER FRANCESCO CITTADINI (ITALIAN, 1616-1681)

Portrait of a lady, standing full-length in a black and gold-embroidered dress beside her daughter

oil on canvas

199.5 x 127.4cm (78 9/16 x 50 3/16in).

£12,000 - 18,000

€13,000 - 20,000

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

74^{TP}

A SPANISH LATE 19TH/ EARLY 20TH CENTURY GILT METAL SIXTEEN LIGHT CHANDELIER

With scrolled arms adorned with ivy leaves, later converted to electricity, 107cm drop x 96cm wide (42in drop x 37 1/2in wide).

£600 - 1,000

€670 - 1,100

75^{TP}

AUGUSTIN COURTET (FRENCH, 1821-1891)

A mid-19th century marble bust of a woman signed and dated 'A. Courtet 1860' (on the base), overall 83cm high (32 1/2in high).

£2,500 - 4,000

€2,800 - 4,500

Augustin Courtet exhibited two marble busts of ladies at the Paris Salon of 1861 [identified only by their initials], of which this is most likely to be one: n° 3264 – Portrait de Mme M. B et n° 3265 - Portrait de Mme A. H.

76^{TP}

A PAIR OF SPANISH LATE 19TH CENTURY WALNUT STOOLS

With upholstered seats on bobbin turned legs, 60cm wide x 38cm deep x 47cm high (23 1/2in wide x 14 1/2in deep x 18 1/2in high). (2)

£400 - 600

€450 - 670



74

77

FOLLOWER OF FRANCISCO JOSÉ DE GOYA Y LUCIENTES (SPANISH, 1746-1828)

Portrait of a lady, bust-length, in black oil on canvas 55 x 45.9cm (21 5/8 x 18 1/16in).

£500 - 1,000

€560 - 1,100

78^{TP}

SPANISH SCHOOL, 19TH CENTURY

Saint Peter oil on panel 174.8 x 82cm (68 13/16 x 32 5/16in).

£500 - 1,000

€560 - 1,100

79^{TP}

A PAIR OF MEDIEVAL LIMESTONE ARCHITECTURAL FRAGMENTS

Each with double arch and incised decoration, 63cm wide x 11cm deep x 16cm high (24.5in wide x 4 1/3in deep x 6 1/3in high) (2)

£300 - 400

€340 - 450



75





80 (two from a set of ten)



82



81



83

80^{TP}

A SET OF TEN SPANISH LATE 19TH CENTURY OAK CHAIRS

With barley twist supports and caned backs, In the late 17th century style, 49cm wide (19in wide). (10)

£2,000 - 3,000

€2,200 - 3,400

81^{TP}

A SPANISH 18TH CENTURY WALNUT AND INLAID SERPENTINE COMMODE

The superstructure above two short and three long drawers flanked by canted corners, 127cm wide x 69cm deep x 97cm high (50in wide x 27in deep x 38in high).

£1,000 - 1,500

€1,100 - 1,700

82^{TP}

AN EARLY 19TH CENTURY MAHOGANY AND PARCEL GILT BOMBE COMMODE

Possibly Mallorcan

The marble top (possibly replaced) above five drawers flanked by carved giltwood peacocks, 130cm wide x 61cm deep x 102cm high (51in wide x 24in deep x 40in high).

£2,000 - 3,000

€2,200 - 3,400

83^{TP}

A 19TH CENTURY BLACK AND GILT JAPANNED CARD TABLE

The serpentine fold over top above cabriole legs, 90cm wide x 39cm deep x 75cm high (35in wide x 15in deep x 29 1/2in high).

£2,000 - 3,000

€2,200 - 3,400



84



86 (part lot)



85



87

84^{TP}

A SPANISH 18TH CENTURY WALNUT COMMODE

With an arched superstructure above a brushing slide, two short drawers and three long drawers, 106cm wide x 61cm deep x 127cm high (41 1/2in wide x 24in deep x 50in high).

£2,000 - 3,000

€2,200 - 3,400

86^{TP Y}

A SPANISH LATE 19TH CENTURY ROSEWOOD SALON SUITE

Comprising of a sofa, a pair of armchairs and two salon chairs, the sofa 171cm wide x 70cm deep x 88cm high (67in wide x 27 1/2in deep x 34 1/2in high). (5)

£2,000 - 3,000

€2,200 - 3,400

85^{TP}

AN 18TH CENTURY CARVED, POLYCHROME AND GILT DECORATED BEDHEAD

Painted with trompe l'oeil architectural scrolls, acanthus leaves and an egg and dart 'moulded' cornice above a central cartouche painted with the figures of Saint Anthony of Padua holding the Christ Child with the Archangel Michael, painted decoration possibly later, 158cm wide (62in wide).

£1,000 - 1,500

€1,100 - 1,700

87^{TP Y}

A SPANISH 19TH CENTURY ROSEWOOD AND FRUITWOOD MARQUETRY COMMODE

With a plan drawer to the frieze above three further drawers, 116cm wide x 60cm deep x 105cm high (45 1/2in wide x 23 1/2in deep x 41in high).

£800 - 1,200

€900 - 1,300





THE NINE SIBYLS

The Sibyls were women with the gift of prophecy and are seen in both ancient Greek and Rome as oracles or communicators with the Gods and later in Christian teachings where they were seen as Prophets who saw the coming of Christ.

The first recording of a Sibyl was in the 5th century BC when Heraclitus wrote about one. There were originally nine sibyls who were not identified by a personal name, but by names that refer to their location: the Persian, the Libyan, the Delphic, the Cimmerian, the Erythræan, the Samian, the Cumæan, the Hellespontine, the Phrygian and a tenth later Sibyl added the Tiburtine, who according to legend was consulted by Emperor Augustus to ask whether he should accept the coming of Christ, who was shown a vision of the Virgin standing in the Heavens with the Christ Child

88^{TP}

FRENCH SCHOOL, CIRCA 1700

The Libyan Sibyl (?)
bears inscription 'S. LIBYCA' (upper left)
oil on canvas
182.7 x 111cm (71 15/16 x 43 11/16in).

£5,000 - 7,000

€5,600 - 7,900

89^{TP}

FRENCH SCHOOL, CIRCA 1700

The Cumean Sibyl; and The Lampusian Sibyl
the former bears inscription 'S. CVMEA' (upper left)
two of a set, oil on canvas
the former 83 x 112.5cm (72 1/16 x 44 5/16in) and the latter 182.8 x 114cm (71 15/16 x 44 7/8in). (2)

£10,000 - 15,000

€11,000 - 17,000

The present works are related to a series of book plates in Pierre Mussard's *Historia deorum fatidicorum*, which was published in 1680.

90^{TP}

FRENCH SCHOOL, CIRCA 1700

The Hellespontine Sibyl; and The Tiburtine Sibyl
the former bears inscription 'S. HELLESPONTICA' (upper left) and the latter bears inscription 'S. TIBVRTINA' (upper left)
two of a set, oil on canvas
the former 182.7 x 113.5 cm (71 15/16 x 44 11/16in) and the latter 184 x 115.4cm (72 7/16 x 45 7/16in). (2)

£10,000 - 15,000

€11,000 - 17,000

The present works are related to a series of book plates in Pierre Mussard's *Historia deorum fatidicorum*, which was published in 1680.

91^{TP}

FRENCH SCHOOL, CIRCA 1700

The Erythraean Sibyl; and The Delphic Sibyl
the former bears inscription 'S. ERYTHRAEA' (upper left) and the latter bears inscription 'S. DELPHICA' (upper left)
two of a set, oil on canvas
the former 183.4 x 114.5cm (72 3/16 x 45 1/16in) and the latter 183.8 x 115cm (72 3/8 x 45 1/4in). (2)

£10,000 - 15,000

€11,000 - 17,000

The present works are related to a series of book plates in Pierre Mussard's *Historia deorum fatidicorum*, which was published in 1680.

The Erythraean Sibyl, depicted here with a lamb, is said to have prophesied the Last Judgement and the birth and resurrection of Christ. The Romans believed that she predicted the Trojan War and the destruction of Troy.

The Delphic Sibyl is depicted here with her traditional attribute of the crown of thorns.

92^{TP}

FRENCH SCHOOL, CIRCA 1700

The Persian Sibyl (?); and The Egyptian Sibyl
the former bears inscription 'S. PERSICA' (upper left) and the latter bears inscription 'S. AGYPTIA' (upper left)
two of a set, oil on canvas
the former 184.2 x 115.2cm (72 1/2 x 45 3/8in) and the latter 183.7 x 114.7cm (72 5/16 x 45 3/16in). (2)

£15,000 - 20,000

€17,000 - 22,000





















93



95



94



96

93^{AR}

ANTON CASAMOR (SPANISH, 1907-1979)

A nude female bronze, with tied back long hair and leaning forward onto a rectangular plinth, the piece raised on an integral plinth base, signed, 44cm wide x 67cm deep x 70cm high (17in wide x 26in deep x 27 1/2in high)

£2,500 - 3,500

€2,800 - 3,900

Literature

Anton Casamor: La obra de un gran artista, Barcelona, 2008, p. 260, ill.

94^{AR}

ANTON CASAMOR (SPANISH, 1907-1979)

A bronze figure of a female nude, modelled with her hair tied back and her hands clasped in front of her crossed legs, on an integral rectangular base, upon a black marble plinth, signed on base, 35.5cm deep x 33cm high (7in wide x 13 1/2in deep x 12 1/2in high)

£500 - 700

€560 - 790

95^{AR}

ANTON CASAMOR (SPANISH, 1907-1979)

A bronze figure group of a woman bathing, modelled sat leaning forward, touching her left foot, signed to the base and on a marble plinth base, 21cm wide x 32cm deep x 33cm high (8in wide x 12 1/2in deep x 12 1/2in high)

£2,000 - 3,000

€2,200 - 3,400

Literature

Anton Casamor: La obra de un gran artista, Barcelona, 2008, p. 242, ill.

96^{AR}

ANTON CASAMOR (SPANISH, 1907-1979)

A bronze figure group of a young woman seated with her legs under her and leaning on her left arm, on a naturalistic base upon a marble plinth, signed, 16 wide x 24cm deep x 27cm high (6in wide x 9in deep x 10 1/2in high)

£2,000 - 3,000

€2,200 - 3,400

Literature

Anton Casamor: La obra de un gran artista, Barcelona, 2008, p. 258, ill.





97



98 (one from a lot of two)

97^{AR}

ANTON CASAMOR (SPANISH, 1907-1979)

Pintor y modelo
signed 'a.Casamor' (upper right)
chalk on paper
31 x 23cm (12 3/16 x 9 1/16in).

£500 - 800

€560 - 900

Literature

Anton Casamor: La obra de un gran artista,
Barcelona, 2008, p. 327, ill.

98^{AR}

ANTON CASAMOR (SPANISH, 1907-1979)

Mujer en la playa; Dos mujeres
Scratched wax drawings, the first in black, the
second in sanguine
33 x 45cm (13 x 17 11/16in); 21 x 15cm (8
1/4 x 5 7/8in)
(2)

£400 - 600

€450 - 670

99^{AR}

ANTON CASAMOR (SPANISH, 1907-1979)

Mujer desnuda en bicicleta
signed 'Casamor.' (upper right)
red felt pen
27 x 18cm (10 5/8 x 7 1/16in).
together with six additional works by the same
hand. (7)

£1,000 - 1,500

€1,100 - 1,700

Literature

Anton Casamor: La obra de un gran artista,
Barcelona, 2008, p. 326, ill.



99 (six from a set of nine)



100



101

100

A 16TH CENTURY CARVED AND POLYCHROME DECORATED FIGURE OF A SAINT, PROBABLY ST PAUL

In a walking pose and dressed in robes holding a Bible and gesturing, on a wooden plinth base with canted corners, 30cm wide x 25cm deep x 62cm high (11 1/2in wide x 9 1/2in deep x 24in high).

£3,000 - 4,000

€3,400 - 4,500

101

A SPANISH COLONIAL 17TH/18TH CENTURY CARVED GILTWOOD AND POLYCHROME FIGURE OF THE MADONNA AND CHILD

Carved wearing a crown and traditional floor length robes and cloak with frilled edge, standing on three winged cherub heads, on an inscribed wooden plinth base, right arm lacking, 82cm high (32in high).

£2,000 - 3,000

€2,200 - 3,400

The base inscribed with the words: 'N.S DELOS REMEDIOS' - In Spain The Virgin of Los Remedios is the patron saint of the Roman Catholic Diocese of San Cristóbal de La Laguna. Through Spain's colonisation of Latin America, the Virgin of Los Remedios became a popular devotion throughout the region.

102^{TP}

A BAROQUE CARVED POLYCHROME FIGURE OF A BISHOP SAINT

Wearing a mitre and flowing robes, possibly later decorated, on an integral plinth base, 117cm high (46in high).

£2,000 - 3,000

€2,200 - 3,400



102





103

103^{TP}

AN EARLY 15TH CENTURY STONE FIGURE

Probably of The Virgin Mary

Shown wearing a crown and in medieval dress, holding a palm frond, raised on an integral octagonal plinth base, 91cm high (35 1/2in high).

£3,000 - 4,000

€3,400 - 4,500

104^{TP}

A LATE 15TH CENTURY CARVED STONE FIGURE OF A FEMALE SAINT

Probably Mary Magdalene

Carved in deep relief, bare headed and wearing long robes and holding an ointment jar or possibly a tower, head possibly replaced, 107cm high (42in high).

£2,000 - 3,000

€2,200 - 3,400

105

A 17TH CENTURY CARVED AND POLYCHROME DECORATED FIGURE OF THE YOUNG JOHN BAPTIST

Carved in camel skin and holding a lamb, on a foliate decorated convex base, 55cm high (21 1/2in high).

£600 - 1,000

€670 - 1,100

106

A 17TH CENTURY POLYCHROME FIGURE OF THE VIRGIN OF THE IMMACULATE CONCEPTION

Dressed in flowing robes and with her hands clasped before her in prayer, upon stylised clouds and crescent moon, the base on a spreading convex plinth, 19cm wide x 23cm deep x 65cm high (7in wide x 9in deep x 25 1/2in high).

£2,000 - 3,000

€2,200 - 3,400

107^{TP}

A BAROQUE CARVED POLYCHROME FIGURE OF THE MADONNA AND CHILD

The Virgin carved in flowing reddish brown and parcel gilt robes and holding the infant Christ, on a shaped integral plinth base, 110cm high (43in high).

£2,000 - 3,000

€2,200 - 3,400

108

A LATE 15TH CENTURY CARVED POLYCHROME FIGURE OF A FEMALE MARTYR SAINT

Holding a book and palm and dressed in robes, retaining much of the original paintwork, including the scrolled foliate decoration to the dress, 85cm high (33in high).

£3,000 - 5,000

€3,400 - 5,600



104



105



106



107



108

109

A 15TH CENTURY CAPITAL OF INTERLOCKING STIFF LEAF FORM

The top with a well, together with another 15th century capital fragment

the first 21cm wide x 21cm deep x 16cm high (8in wide x 8in deep x 6in high)

the second 30cm wide x 30cm deep x 21cm high (11 1/2in wide x 11 1/2in deep x 8in high) (2)

£800 - 1,200

€900 - 1,300

110

A 15TH/16TH CENTURY CARVED STONE BISHOP'S HEAD

Carved with almond eyes and curled hair under his mitre, decorated with two cartouches, 18cm wide x 33cm high (7in wide x 12 1/2in high).

£800 - 1,200

€900 - 1,300

111

A ROMANESQUE CARVED STONE CAPITAL FRAGMENT

19cm wide x 18cm deep x 21cm high (7in wide x 7in deep x 8in high).

£300 - 500

€340 - 560

112

A GOTHIC CARVED STONE FINIAL FRAGMENT

Of square form and decorated with acanthus leaves, probably Northern Spain, 13cm wide x 13cm deep x 21cm high (5in wide x 5in deep x 8in high).

£500 - 1,000

€560 - 1,100

113

A 15TH CENTURY CARVED STONE BISHOP'S HEAD

With curled hair beneath a mitre, showing traces of original paintwork, nose lacking, 24cm wide x 37cm high (9in wide x 14 1/2in high).

£400 - 600

€450 - 670

114^{TP}

A 17TH CENTURY LARGE RELIQUARY FIGURE OF A SAINT

Carved and decorated in its entirety to mid thigh length, with long wavy hair and dressed in richly adorned robes with a glazed aperture to the chest framed by a starburst enclosing a painted interior, on a stepped base with frieze of carved flowerheads, 80cm wide x 71cm deep x 112cm high (31in wide x 27 1/2in deep x 44in high).

£4,000 - 6,000

€4,500 - 6,700



114



109



109



110



111



112



113



115



116



117

115

A LARGE 15TH CENTURY CARVED POLYCHROME FIGURE GROUP OF THE MADONNA AND CHILD

Carved in flowing robes with the Child stood on her left knee in a tunic and cloak, the group sat on a stool with a cushion, both figures lacking heads, decoration appears mostly original, 33cm wide x 48cm deep x 73cm high (12 1/2in wide x 18 1/2in deep x 28 1/2in high).

£3,000 - 5,000

€3,400 - 5,600

116^{TP}

A LARGE 17TH CENTURY POLYCHROME AND GILTWOOD FIGURE OF ST. ANDREW

Carved in flowing robes, holding a Bible and supporting the saltire cross, on a naturalistic painted base, 77cm wide x 126cm high (30in wide x 49 1/2in high).

£3,000 - 5,000

€3,400 - 5,600

117^{TP}

A 16TH/17TH CENTURY CARVED AND POLYCHROME DECORATED FIGURE OF ST. JOHN THE BAPTIST

Carved in camel hair tunic and robes, his right hand holding a staff, his left hand supporting a book and lamb, on a plinth base, 112cm high (44in high).

£1,000 - 1,500

€1,100 - 1,700





118

**118
A 16TH CENTURY CARVED ALABASTER AND POLYCHROME
DECORATED FIGURAL FRAGMENT**

Possibly of the Virgin Mary

Carved in flowing robes with traces of original starburst and stylised foliate painted decoration, (head, hands and legs missing), 26cm wide x 38cm high (10 1/4in wide x 15in high)

£500 - 700

€560 - 790

119

**A POLYCHROME STONE FRAGMENT OF THE MADONNA AND
CHILD**

Probably 15th century

Beside a column and wearing flowing robes, on a plinth base with canted corners and decorated with a carved crest of a dog, 72cm high (28in high).

£1,000 - 2,000

€1,100 - 2,200

The dog carved to the base is possibly a reference to 'Domini Canis' and is seen frequently in the iconography of St Dominic

120

**A 15TH/16TH CENTURY GILTWOOD, POLYCHROME AND AL
ESTOFADO DECORATED FIGURE OF A STANDING BISHOP
SAINT**

Possibly of St. Louis of Toulouse

With hair protruding from beneath his mitre, dressed in long robes, holding a crozier in his left hand, his right hand missing, on an integral plinth base, 17cm wide x 11cm deep x 78cm high (6 2/3in wide x 4 1/3in deep x 30 3/4in high)

£1,000 - 1,500

€1,100 - 1,700



119

121

**A POLYCHROME CARVED WOODEN FIGURE OF A
MISSIONARY**

Carved in red robes and a dark green cloak holding a Bible, standing on the edge of a dished plate, probably 17th century, 73cm wide x 60cm deep x 43cm high (29in wide x 24in deep x 16 1/2in high).

£1,000 - 1,500

€1,100 - 1,700

122

A CARVED PINE FIGURE OF SAINT FRANCIS OF ASSISI

Possibly 17th century

Dressed in monk's robes with his eyes skyward, his hands across his chest displaying stigmata, mounted on a modern plinth base 15cm high (5 1/2in high).

£1,000 - 1,500

€1,100 - 1,700

123

**A 16TH CENTURY POLYCHROME AND AL ESTOFADO
DECORATED FIGURE OF MARY MAGDALENE**

Dressed in gilded robes and holding a covered chalice, possibly Saint Barbara, 68cm high (26 1/2in high).

£4,000 - 6,000

€4,500 - 6,700



120



121



122



123



124

124

A 16TH CENTURY CARVED AND POLYCHROME FIGURE OF MARY MAGDALENE

Wearing her hair down with a striped veil holding her hands in prayer, 78cm high (30 1/2in high)

£1,500 - 2,000

€1,700 - 2,200



125

125

A LATE 16TH CENTURY CARVED WOOD, GESSO AND POLYCHROME CORPUS CHRISTI

The arms lacking, the figure with loin cloth tied with a rope and applied drops of red paint representing flows of blood, 44cm high (17in high).

£2,000 - 3,000

€2,200 - 3,400



126

126^{TP}

A LARGE CARVED POLYCHROME AND GILTWOOD FIGURE OF ST. JAMES

Carved as a pilgrim with wide brimmed hat at his back and two scallop shells on his chest, in flowing robes with a border of scrolling foliage, holding a Bible and staff with two flasks attached, on a naturalistic painted base, 63cm wide x 122cm high (24 1/2in wide x 48in high).

£4,000 - 6,000

€4,500 - 6,700



127

127^{TP}

A CARVED STONE RELIEF OF CHRIST PANTOCRATOR

Depicted in robes and holding a Bible and raising His right hand in blessing within an elliptical frame with beaded decoration, surrounded by emblems of the evangelists to the spandrels, with a modern wooden stand, 40cm wide x 17cm deep x 77.5cm high (15 1/2in wide x 6 1/2in deep x 30 1/2in high).

£3,000 - 5,000

€3,400 - 5,600





128

**128
A 15TH CENTURY CARVED WOOD
CORPUS CHRISTI FRAGMENT**

With missing arms and legs and upper portion of the head, carved with flowing hair and loin cloth, probably walnut, 39cm high (15in high).

£1,000 - 1,500
€1,100 - 1,700



129

**129
A GOTHIC CARVED WOODEN
FRAGMENT OF A BISHOP SAINT FIGURE**

With cropped hair under his mitre, the torso partially remaining, set on a modern velvet covered board, 29cm high (11in high).

£700 - 1,000
€790 - 1,100

129

**130
A CARVED FIGURE OF CHRIST
CRUCIFIED**

Possibly Romanesque
Of elongated form with arms lacking, carved with flowing hair, crown of iron thorns and overlapped loin cloth, remains of polychrome and parcel gilt decoration, 63cm high (24 1/2in high).

£4,000 - 6,000
€4,500 - 6,700

**131
A CARVED POLYCHROME WOOD
CORPUS CHRISTI**

16th century
Realistically carved, the loin cloth gilded, mounted on a modern board, the figure 43cm wide x 53cm high (16 1/2in wide x 20 1/2in high).

£3,000 - 5,000
€3,400 - 5,600

The S-shape of Christ's body as well as the anatomy and carving of the loin cloth all have similarities to the Corpus Christi by Guglielmo della Porta (Italian, 1500/1510-1577)

**132
A 17TH CENTURY CARVED,
POLYCHROME AND GILT DECORATED
PROCESSIONAL CROSS**

The three points decorated with the putto masks and mounted with turned finials, 180cm high (71in high)

£2,000 - 3,000
€2,200 - 3,400



130

**133
A CARVED GILTWOOD AND
POLYCHROME DECORATED CROSS**

Probably 16th century
The three points mounted with turned finials on a lobed and turned base, 108cm high (42 1/2in high).

£2,000 - 3,000
€2,200 - 3,400

**134
A CARVED POLYCHROME AND PARCEL
GILT FIGURE OF CHRIST CRUCIFIED**

16th century
Realistically carved with curled and flowing hair, the loin cloth tied to the side, arms missing and legs truncated below the knee, 33cm high (12 1/2in high).

£1,000 - 2,000
€1,100 - 2,200



131



132



133



134

135

A GILDED AND POLYCHROME DECORATED CROSS

17th century

The upright and crossbars with turned finials and cabouchon panels, upon an acanthus node, the base carved with scrolls and gadrooning, 144cm wide x 100cm high (57in wide x 39in high).

£1,500 - 2,000

€1,700 - 2,200

136

A 15TH/16TH CENTURY CARVED GILTWOOD AND POLYCHROME DECORATED PROCESSIONAL CROSS

Together with a stone base, the three points formed as Fleur-de-lys, 118cm high x 92cm wide (46in high x 24in wide)

£400 - 600

€450 - 670

137

A 15TH CENTURY CARVED STONE AND POLYCHROME DECORATED FIGURE OF ST. ANNE WITH THE VIRGIN AND CHILD

In dress of the period, in her left hand a crowned figure of the Virgin Mary holding the Christ Child, on a modern plinth base with canted corners, much of the paint later, 47.5cm high (18 1/2in high).

£1,500 - 2,000

€1,700 - 2,200

138

A 16TH CENTURY POLYCHROME DECORATED FIGURE OF AN ASSENTING FEMALE SAINT

Possibly depicting the Assumption of Mary Magdalene Completely carved as though flying barefoot and with long flowing hair and robes, arms missing, 35cm wide x 16cm deep x 16cm high (13 3/4in wide x 6 1/3in deep x 6 1/3in deep)

£300 - 400

€340 - 450



135

139

A 19TH CENTURY CARVED DOVE

With wings spread and carved and incised feathers and features, 57cm wide x 22cm deep x 14cm high (22 1/2in wide x 8 1/3in deep x 5 1/2in high)

£200 - 300

€230 - 340

140

A CARVED PINE FIGURE OF AN APOSTLE

16th century

The bearded figure stood dressed in robes and holding an open Bible, 61cm high (24in high).

£2,000 - 3,000

€2,200 - 3,400

141

A CARVED AND POLYCHROME DECORATED SAINT

Modelled with curled hair and looking to his left, dressed in long red tunic tied at the waist beneath a green cloak and wearing pointed toe boots, his arms across his torso, on a modern plinth base, 19cm wide x 10cm deep x 57cm high (7 1/2in wide x 4in deep x 22 1/2in high)

£700 - 1,000

€790 - 1,100

142

A CARVED GILTWOOD STARBURST MIRROR

With convex plate, early 20th century, 75.5cm wide x 75.5cm high (29 1/2in wide x 29 1/2in high).

£500 - 600

€560 - 670



136



137



138



139



140



141



142



143

143^{AR}

ANTON CASAMOR (SPANISH, 1907-1979)

Mujer negra recostada con vestido verde y turbante
signed and dated 'a.Casamor 72' (lower right)
oil on canvas
60 x 73.2cm (23 5/8 x 28 13/16in).

£2,000 - 4,000

€2,200 - 4,500

Literature

Anton Casamor: La obra de un gran artista,
Barcelona, 2008, p. 283, ill.

144

HENRI ALEXANDRE SOLLIER (FRENCH, 1886-1966)

Armor, 1931
signed, dated, titled, and inscribed (on the reverse)
oil on canvas
64 x 80cm (25 3/16 x 31 1/2in).

£600 - 800

€670 - 900

145^{TP}

ANTONIO ROS Y GUELL (SPANISH, 1873-1954)

The waterfalls at Montseny at dusk
signed and dated 'ROS Y GUELL/ 1904' (lower right) and inscribed and signed 'AL ANOCHECER/ RIELLS DEL MOTSENY/ ROS Y GUELL' (on the reverse)
oil on canvas, unlined
130 x 160cm (51 3/16 x 63in).

£2,000 - 3,000

€2,200 - 3,400

146

20TH CENTURY SCHOOL

bearing a label reading 'Pixot'
pastel on paper
31 x 27cm (12 1/4 x 10 2/3in)

£300 - 500

€340 - 560

147

AURELIO TOLOSA ALSINA (SPANISH, 1861-1938)

A landscape with a farm
signed 'A. Tolosa' (lower left)
oil on canvas
55 x 65cm (21 5/8 x 25 9/16in).

£700 - 1,000

€790 - 1,100



144



145

148^{AR}

ANTON CASAMOR (SPANISH, 1907-1979)

Mujer manos juntas y flores

oil on canvas

45.8 x 37.9cm (18 1/16 x 14 15/16in).

£2,500 - 3,500

€2,800 - 3,900

Literature

Anton Casamor: La obra de un gran artista,
Barcelona, 2008, p. 278, ill.

149^{AR}

ANTON CASAMOR (SPANISH, 1907-1979)

Mujer desnuda, pecho grande

oil on canvas

55 x 45.9cm (21 5/8 x 18 1/16in).

£1,000 - 1,500

€1,100 - 1,700

Literature

Anton Casamor: La obra de un gran artista,
Barcelona, 2008, p. 271, ill.

150

FRENCH SCHOOL, 20TH CENTURY

A sketch of a young lady

inscribed and signed 'a l'amie/Anton

Casamor/ ** au *** ****' (lower right)

pencil

29.5 x 22cm (11 5/8 x 8 11/16in).

£300 - 500

€340 - 560

151

EDWARD J. DUVAL (BRITISH, 1838-1923)

A river landscape with a castle

signed and dated 'E.J.Duval/ 1880' (lower
right)

oil on canvas

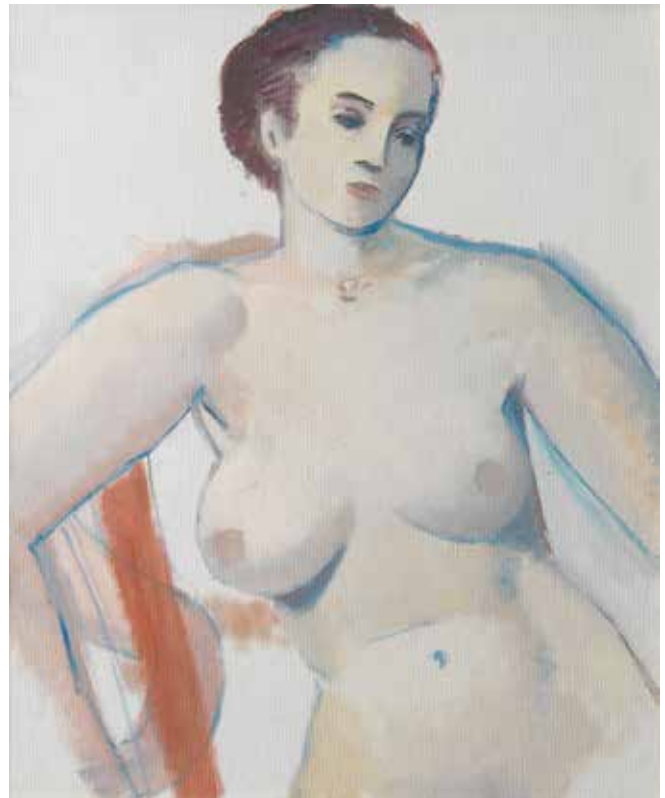
60.1 x 91.6cm (23 11/16 x 36 1/16in).

£500 - 1,000

€560 - 1,100



148



149



152



153

152^{AR}

ANTON CASAMOR (SPANISH, 1907-1979)

A patinated bronze of a standing female nude with one arm raised above her head, signed to the integral plinth base, 70cm high (27 1/2in high)

£3,000 - 5,000

€3,400 - 5,600

Literature

Anton Casamor: La obra de un gran artista, Barcelona, 2008, p.235, ill.

153^{AR}

ANTON CASAMOR (SPANISH, 1907-1979)

A bronze figure of a female nude, holding a robe by her side and holding an orb in her right hand, set on a marble plinth base, 33cm high (12 1/2in high)

£2,000 - 4,000

€2,200 - 4,500

154^{AR}

ANTON CASAMOR (SPANISH, 1907-1979)

A bronze female nude, leaning on a tree stump draped in her robe, on a marble plinth, signed to the base, 75cm high (29 1/2in high)

£4,000 - 6,000

€4,500 - 6,700



154





155

SPANISH SCHOOL, 16TH CENTURY

The Archangel Michael

oil on panel

97.7 x 64.8cm (38 7/16 x 25 1/2in).

unframed

£10,000 - 15,000

€11,000 - 17,000





156

156

SPANISH SCHOOL, 17TH CENTURY

Ecce Homo

oil on panel

82.5 x 63.5cm (32 1/2 x 25in).

£3,000 - 5,000

€3,400 - 5,600

157

VENETO-CRETAN SCHOOL, 17TH CENTURY

The Madonna and Child

oil on panel

33 x 25.5cm (13 x 10 1/16in).

£1,200 - 1,800

€1,300 - 2,000

158

ITALIAN SCHOOL, 18TH CENTURY

The Baptism of Christ

oil on canvas

70 x 57cm (27 9/16 x 22 7/16in).

£800 - 1,200

€900 - 1,300



157

159

ITALIAN SCHOOL, 17TH CENTURY

The Crucifixion

oil on canvas

98.8 x 80.8cm (38 7/8 x 31 13/16in).

£600 - 800

€670 - 900

160

FRENCH SCHOOL, EARLY 19TH CENTURY

The Pieta

oil on canvas

98.2 x 73.7cm (38 11/16 x 29in).

£1,200 - 1,800

€1,300 - 2,000

161

VENETO-CRETAN SCHOOL, 17TH CENTURY

The Lamentation

oil on panel

53.6 x 44.6cm (21 1/8 x 17 9/16in).

£1,000 - 1,500

€1,100 - 1,700



158



159



160



161



162

162^{TP}

**CIRCLE OF MICHELANGELO PACE
CALLED DEL CAMPIDOGGIO (ITALIAN,
1610-1670)**

A fruit seller with a dog beside a waterfall, a
town beyond
oil on canvas
112.2 x 141cm (44 3/16 x 55 1/2in).

£10,000 - 15,000
€11,000 - 17,000

163^{TP}

**CIRCLE OF MARTEN VAN
VALKENBORCH (FLEMISH, 1535-1612)**

The Temptation of Christ
oil on canvas
104.5 x 190.1cm (41 1/8 x 74 13/16in).

£5,000 - 7,000
€5,600 - 7,900

164

**JOSÉ MIRALLES DARMANIN (SPANISH,
1851-1900)**

A mass scene
signed and dated 'J.Miralles Xarmanin/ 1877'
(lower right)
oil on canvas
57 x 80.2cm (22 7/16 x 31 9/16in).

£4,000 - 6,000
€4,500 - 6,700



163



164



165 (one from a lot of two)

165^{TP Y}

A SPANISH 19TH CENTURY ROSEWOOD AND INLAID SERPENTINE SIDE TABLE

The white marble top above an undulating frieze on scrolled legs, together with a matching oval centre table, 117cm wide x 60cm deep x 92cm high (46in wide x 23 1/2in deep x 36in high). (2)

£2,000 - 3,000

€2,200 - 3,400

166^{TP}

A SET OF SEVEN 19TH CENTURY CARVED GILTWOOD CHAIRS

In the Louis XV style

With upholstered backs and seats on front cabriole legs, 51cm wide x 46cm deep x 103cm high (20in wide x 18in deep x 40 1/2in high) (7)

£2,000 - 3,000

€2,200 - 3,400



166 (two from a set of seven)

167^{TP}

AN ITALIAN 18TH CENTURY WALNUT COFFER

With panelled front and sides on lion-paw feet, 167cm wide x 64cm deep x 60cm high (65 1/2in wide x 25in deep x 23 1/2in high). (2)

£700 - 1,000

€790 - 1,100

168

TWO 18TH CENTURY PROCESSIONAL STAFFS

One with a circular panel painted with the Christ Child with carnations to the reverse, the largest 174cm high (68 1/2in high). (2)

£700 - 1,000

€790 - 1,100



167

169^{TP}

A SPANISH 18TH CENTURY WALNUT COFFER

With carved Gothic tracery panels, the panels probably 15th century, 179cm wide x 57.5cm deep x 70cm high (70in wide x 22 1/2in deep x 27 1/2in high).

£800 - 1,000

€900 - 1,100



169

170^{TP}

A PAIR OF EARLY 20TH CENTURY BEECH "OS DE MOUTON" ARMCHAIRS

In the Louis XIV style

With needlework upholstery, 59cm wide x 64cm deep x 117cm high (23in wide x 25in deep x 46in high). (2)

£400 - 600

€450 - 670



170

171^{TP}

A SPANISH LATE 17TH CENTURY PINE COFFER

With panelled front and sides, 134cm wide x 56cm deep x 58cm high (52 1/2in wide x 22in deep x 22 1/2in high).

£500 - 800

€560 - 900

172

A POLYCHROME GILTWOOD AND POLYCHROME CROSS

18th century

Decorated with cabouchons and the terminals with scroll ends, upon a base with layers of turned and carved decoration, set upon a modern purple velvet covered plinth, probably from a statue, 97cm high (38in high).

£600 - 800

€670 - 900



171



173

173^{TP}

A SPANISH 18TH CENTURY WALNUT WARDROBE

With a pair of panelled doors enclosing a void interior above a single drawer, 153cm wide x 61cm deep x 207cm high (60in wide x 24in deep x 81in high).

£1,000 - 1,500

€1,100 - 1,700

174^{TP}

A 19TH MAHOGANY CENTURY FOUR POSTER BED

The four plain columns with gilded, ring-turned capitals and bases and topped by triform finials, 164cm wide (64 1/2in wide).

£1,500 - 2,500

€1,700 - 2,800



174

175

A FRENCH ART NOUVEAU TERRACOTTA BUST 'JEUNESSE'

19th century

Her head adorned with flowers and her dress inscribed with 'JEUNESSE' across the front and with lillies in front of her, on an integral plinth base, 37cm wide x 20cm high (14 1/2in wide x 19 1/2in high).

£1,000 - 1,500

€1,100 - 1,700

176

A PATINATED PLASTER BUST OF THE NEOPOLITAN FISHER BOY

After Jean-Baptiste Carpeaux (French, 1827-1875)

On a plinth base, 52cm high (20in high).

£500 - 1,000

€560 - 1,100



177



179



178



180

177^{TP}

A PAIR OF LATE 19TH/EARLY 20TH CENTURY PAINTED AND CARVED GILTWOOD CORNER CONSOLE TABLES

With marble tops above a floral decorated undulating frieze, 47cm wide x 34cm deep x 117cm high (18 1/2in wide x 13in deep x 46in high). (2)

£700 - 1,000

€790 - 1,100

178^{TP}

A SPANISH 19TH CENTURY MAHOGANY CENTRE TABLE

The painted simulated marble top (replaced) above moulded and scrolled supports on a circular plinth base, 120cm diameter x 80cm high (47in diameter x 31in high).

£2,000 - 3,000

€2,200 - 3,400

179

A PAIR OF CARVED GILTWOOD STIFF-LEAF BRACKETS

18th/19th century

Each with moulded edge above a single scrolled acanthus leaf, 63cm wide x 36.5cm deep x 20cm high (24 1/2in wide x 14in deep x 7 1/2in high).

£2,000 - 3,000

€2,200 - 3,400

180^{TP}

A SPANISH LATE 18TH/EARLY 19TH CENTURY RED PAINTED OVAL JARDINIÈRE

The removable top above slatted sides on a fluted and turned support and scrolled base, 116cm wide x 78cm deep x 81cm high (45 1/2in wide x 30 1/2in deep x 31 1/2in high)

£500 - 800

€560 - 900



181

FOLLOWER OF GIROLAMO MUZIANO (ITALIAN, 1532-1592)

Saint Jerome in the Wilderness

oil on canvas

81.3 x 67.4cm (32 x 26 9/16in).

£7,000 - 10,000

€7,900 - 11,000

The present work follows an engraving of 1573 after Muziano, by Cornelis Cort (see: British Museum, no. W.8.93). The figure of Saint Jerome is based on that in Muziano's work of the same subject in the Pinacoteca Bologna but in reverse.



182^{TP}

**CIRCLE OF JUAN CARREÑO DE MIRANDA (AVILÉS 1614-1685
MADRID)**

The Immaculate Conception

oil on canvas

200.5 x 140.4cm (78 15/16 x 55 1/4in).

£10,000 - 15,000

€11,000 - 17,000



183

183

FOLLOWER OF JAN MOSTAERT (DUTCH, 1475-1555)

The Crucifixion

oil on canvas

58.7 x 48.3cm (23 1/8 x 19in).

£2,000 - 3,000

€2,200 - 3,400

184

SPANISH SCHOOL, 19TH CENTURY

The Madonna and Child

oil on canvas

97.5 x 80cm (38 3/8 x 31 1/2in).

£2,000 - 3,000

€2,200 - 3,400

The present lot is based on a now lost work by Rogier van der Weyden, the composition of which was repeated numerous times by his followers.

185^{TP}

FOLLOWER OF JUAN DE VALDES LÉAL (SPANISH, 1622-1690)

Saint Apollonia

oil on canvas

157 x 105cm (61 13/16 x 41 5/16in).

£2,000 - 3,000

€2,200 - 3,400



184

186^{TP}

FOLLOWER OF MICHELANGELO MERISI DA CARAVAGGIO (CARAVAGGIO 1573-1610 PORTO ERCOLE)

Madonna di Loreto

oil on canvas

204.2 x 145.4cm (80 3/8 x 57 1/4in).

£3,000 - 5,000

€3,400 - 5,600

The two kneeling peasants are based on those in Caravaggio's original work, now in the Church of Sant'Agostino, Rome.

187

SPANISH SCHOOL, 17TH CENTURY

Christ at the Column

oil on canvas

114.7 x 74.9cm (45 3/16 x 29 1/2in).

£2,000 - 3,000

€2,200 - 3,400

188^{TP}

FOLLOWER OF JUAN DEL CASTILLO (SPANISH, 1584-1640)

Saint Teresa of Avila with two angels

oil on canvas

165.2 x 105.5cm (65 1/16 x 41 9/16in).

£3,000 - 5,000

€3,400 - 5,600



185



186



187



188

189^{TP}

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

The Madonna and Child with the patron Saints of Modena: Saints John the Baptist, Peter the Martyr, George and Geminianus

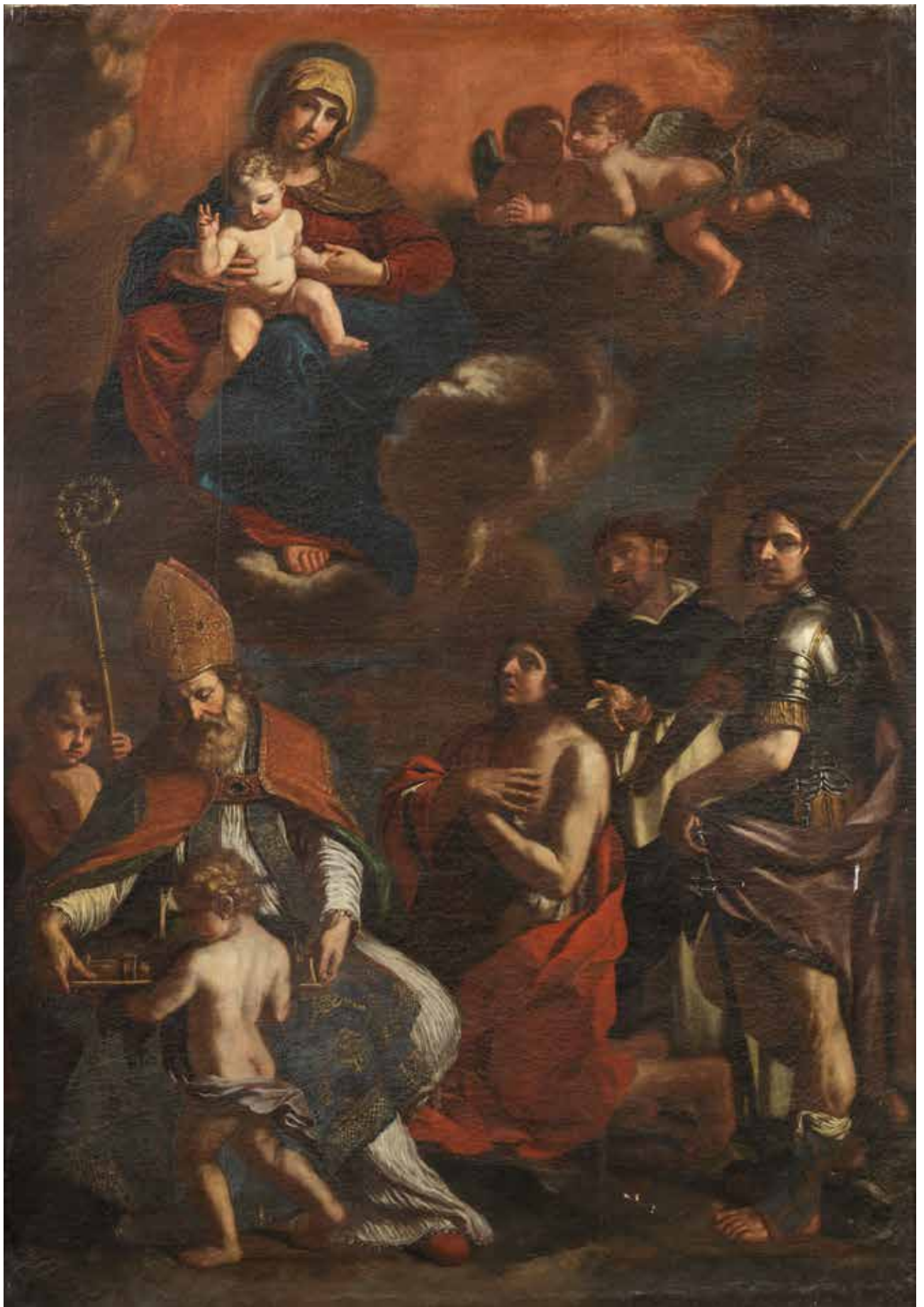
oil on canvas

230.7 x 163.2cm (90 13/16 x 64 1/4in).

£20,000 - 30,000

€22,000 - 34,000

The present composition is after Guercino's original work, in the Musée du Louvre, Paris. The original was commissioned in 1649 by Francesco I d'Este for the church in San Pietro Matire, Modena. The saints depicted are the patron saints of Modena.





190

190
CIRCLE OF JAN MOSTAERT (DUTCH, 1475-1555)
 The Resurrection
 oil on panel, tondo
 31.9cm diameter (12 9/16in diameter)
 in an integral frame

£3,000 - 5,000
 €3,400 - 5,600

191^{TP}
AFTER BARTOLOMÉ ESTEBAN MURILLO, 19TH CENTURY
 Saint Joseph and the Christ Child
 oil on canvas, extended on all four sides
 166.8 x 117cm (65 11/16 x 46 1/16in).

£500 - 800
 €560 - 900

The figures in the present composition are based on Murillo's original, now in the Ringling Museum of Art, Sarasota.

192
FOLLOWER OF LUIS TRISTÁN DE ESCAMILLA (SPANISH, CIRCA 1587-1624)
 Mater Dolorosa
 within a painted oval
 oil on canvas, unlined
 66.5 x 49.2cm (26 3/16 x 19 3/8in).

£3,000 - 5,000
 €3,400 - 5,600

193^{TP}
AFTER ORAZIO GENTILESCHI, 19TH CENTURY
 The Madonna and Child
 oil on canvas
 123 x 105.3cm (48 7/16 x 41 7/16in).

£2,000 - 4,000
 €2,200 - 4,500

The present composition is a detail after Gentileschi's original, of which a number of versions exist but is closest to the work in the Musée du Louvre, Paris.

194
CONTINENTAL SCHOOL, LATE 19TH CENTURY
 Portrait of a lady holding flowers
 indistinctly signed 'B**ll' (lower left)
 oil on canvas
 109.2 x 76.2cm (43 x 30in).

£2,000 - 3,000
 €2,200 - 3,400



191



192



193



194



195^{TP}

SPANISH SCHOOL, LATE 17TH CENTURY

The Miracle of Saint Turibius

oil on canvas

133.4 x 98.2cm (52 1/2 x 38 11/16in).

£6,000 - 8,000

€6,700 - 9,000

Saint Turibius of Mogrovejo was born to a wealthy Spanish family in 1538. He served as Archbishop of Lima, Peru from 1579 until his death in 1606. Upon arriving in Peru, Turibius was faced with his first challenge: the riverbed had run dry and the Peruvian people would be forced to migrate to find water. The Saint walked into the riverbed and struck the rocks beneath his feet until the water flowed in the shape of a Cross. Turibius was beatified by Pope Innocent XI in 1679 and canonized by Pope Benedict XIII in 1726. The present work was probably painted in celebration of his beatification.



196^{TP}

HISPANO-FLEMISH SCHOOL, EARLY 17TH CENTURY

The Holy Family with the Infant Saint John the Baptist

oil on canvas

166.5 x 116.9cm (65 9/16 x 46in).

£7,000 - 9,000

€7,900 - 10,000

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



197



198



199

197

SPANISH SCHOOL, 16TH CENTURY

The Mass of Saint Gregory

oil on panel

54.3 x 58cm (21 3/8 x 22 13/16in).

£4,000 - 6,000

€4,500 - 6,700

198

FOLLOWER OF SIR PETER PAUL RUBENS (FLEMISH, 1577-1640)

The Adoration of the Magi

oil on metal

67 x 56.1cm (26 3/8 x 22 1/16in).

£3,000 - 5,000

€3,400 - 5,600

The central figure group is loosely based on Rubens's, original in the Church of San Giovanni, Malines.

199

HISPANO-FLEMISH SCHOOL, 16TH CENTURY

Saint Francis receiving the Stigmata

oil on panel

63 x 45cm (24 13/16 x 17 11/16in).

£2,000 - 3,000

€2,200 - 3,400



200



201

200^{TP}

CIRCLE OF FRANCESCO DE MURA (ITALIAN, 1696-1782)

Saint Peter Martyr surrounded by angels
oil on canvas
128.6 x 93.6cm (50 5/8 x 36 7/8in).

£5,000 - 7,000

€5,600 - 7,900

201

MANNER OF HANS MEMLING, CIRCA 1600

The Nativity
oil on panel
45 x 33.5cm (17 11/16 x 13 3/16in).

£4,000 - 6,000

€4,500 - 6,700

The present work is based on the left hand section of Memling's Triptych of the *Adoration of the Magi*, now in the Museo del Prado, Madrid. It is likely to be based on a print after Memling since the composition is reversed.

202^{TP}

AFTER ANDREA DEL SARTO, LATE 17TH CENTURY

The Sacrifice of Isaac
oil on canvas
186.7 x 146.6cm (73 1/2 x 57 11/16in).

£3,000 - 5,000

€3,400 - 5,600



202

The figures in the present composition are based on those in Andrea del Sarto's original work, now in Cleveland Museum of Art, Ohio, USA.



203

203^{TP}

JOSÉ ARMET PORTANEL (SPANISH, 1843-1911)

A country house in a landscape
signed 'J. Armet' (lower right)

oil on canvas

70.6 x 140.8cm (27 13/16 x 55 7/16in).

£1,000 - 1,500

€1,100 - 1,700

204

MARCEL GILI (FRENCH, BORN 1914)

A beach scene; and A harbour scene
former signed 'Gili' (lower left) and latter
signed 'Gili' (lower right)

a pair, oil on canvas

35 x 55cm (13 3/4 x 21 5/8in).

(2)

£1,000 - 2,000

€1,100 - 2,200



205^{TP}

MANNER OF SEBASTIANO CONCA, CIRCA 1900

The Immaculate Conception

oil on canvas

175.8 x 114.7cm (69 3/16 x 45 3/16in).

£500 - 800

€560 - 900

206

RICARDO MARTÍ AGUILÓ (SPANISH, 1868-1936)

A still life of flowers in a vase

signed and dated 'Ricardo Marti/ 1888'
(lower left)

oil on canvas

111 x 44.6cm (43 11/16 x 17 9/16in).

£800 - 1,200

€900 - 1,300



204

207

AN ALABASTER BUST OF A YOUNG MAIDEN

Wearing her hair under a headscarf and her
dress tied to the front, on an integral plinth
base, signed 'Dymet' (on the reverse), 40cm
high (15 1/2in high).

£600 - 1,000

€670 - 1,100

208

JOSÉ BERGA Y BOADA (SPANISH, 1872-1923)

A maid carrying a basket

signed 'J. Berga' (lower right)

oil on canvas

42.5 x 33.5cm (16 3/4 x 13 3/16in).

£300 - 500

€340 - 560

209

SPANISH COLONIAL SCHOOL, 20TH CENTURY

A landscape with a village
oil on canvas, unlined
46.5 x 76.2cm (18 5/16 x 30in).

£800 - 1,200

€900 - 1,300

210

SPANISH SCHOOL, 20TH CENTURY

A disciple at the last supper
fresco transferred to board, a fragment
122 x 44.6cm (48 1/16 x 17 9/16in).

£1,000 - 2,000

€1,100 - 2,200

211

A REPOUSSÉ PROCESSIONAL CRUCIFIX

The upright and arms with diamond-shaped design and flowerhead terminals with a reeded edge, with an applied figure of Christ, the base of tapered globular form, 66cm wide x 15cm deep x 62cm high (26in wide x 6in deep x 24 1/2in high)

£200 - 300

€230 - 340

212

A PAIR OF SPANISH LATE 19TH CENTURY GILT METAL SEVEN LIGHT CANDELABRA

The upper sections formed as wheat, leaves, bunches of grapes and flowerheads incorporating seven sconces, the bases of Renaissance revival, on griffin feet, 34cm wide x 22cm deep x 105cm high (13in wide x 8 1/2in deep x 41in high). (2)

£500 - 700

€560 - 790

213

FOLLOWER OF BARTOLOMÉ ESTEBAN MURILLO (SPANISH, 1618-1682)

The Holy Family (the Heavenly and Earthly Trinities)
oil on canvas
43 x 31.3cm (16 15/16 x 12 5/16in).

£500 - 1,000

€560 - 1,100



209



210



214

214^{AR}

ANTON CASAMOR (SPANISH, 1907-1979)

A bronze torso of a female nude, mounted on a black marble plinth base, signed to the left leg, 26cm high (10in high)

£500 - 700

€560 - 790

Literature

For a near identical cast: *Anton Casamor: La obra de un gran artista*, Barcelona, 2008, p. 263, ill.

215^{AR}

JOSEP DUÑACH (SPANISH, 1886-1957)

A patinated bronze figure of a woman, modelled on a naturalistic base, signed to base, 50cm high (19 1/2in high)

£1,000 - 1,500

€1,100 - 1,700



215

219

JOSEP CLARA I AYATS (SPANISH, 1878-1958)

A bronze figure group of two classical maidens

Their hair in the classical manner and dressed in diaphanous robes, on a marble plinth base, signed to the base, 32cm wide x 24cm deep x 57cm high (12 1/2in wide x 9in deep x 22in high)

£700 - 1,000

€790 - 1,100

216^{AR}

ANTON CASAMOR (SPANISH, 1907-1979)

A bronze of a female nude, her hair tied back and with her hands clasped across her midriff, on a plinth base, signed on the left hip, 46cm wide x 78cm high (18in wide x 30 1/2in high)

£2,500 - 3,500

€2,800 - 3,900

Literature

Anton Casamor: La obra de un gran artista, Barcelona, 2008, p. 265, ill.

217^{AR}

ANTON CASAMOR (SPANISH, 1907-1979)

A bronze figure group of a reclining female nude, modelled resting upon a rock, on a plinth base, signed, 71cm wide x 31cm deep x 31cm high (27 1/2in wide x 12in deep x 12in high)

£1,000 - 1,500

€1,100 - 1,700

218^{AR}

ANTON CASAMOR (SPANISH, 1907-1979)

Two green patinated cast bronze models of St. Joseph and St. James, maquettes for figures at Girona Cathedral, each mounted on a marble plinth base, signed, 25cm high (9 1/2in high) (2)

£500 - 700

€560 - 790

220^{AR}

JOSEP DUÑACH (SPANISH, 1886-1957)

A bronze figure group of a young girl and her dog, the girl modelled wearing pigtailed and a dress with her dog in attendance, 51cm high (20in high)

£2,000 - 3,000

€2,200 - 3,400

221^{AR}

ANTON CASAMOR (SPANISH, 1907-1979)

A bronze female nude, with her right hand on her hip, on a black marble plinth base, 50cm high (19 1/2in high)

£700 - 1,000

€790 - 1,100



216



217



218



219



220



221



222



223

222^{AR}

ANTON CASAMOR (SPANISH, 1907-1979)

A terracotta bust of a young woman, her hair tied back and wearing a dress, signed to the left arm, 51cm high (20in high).

£1,500 - 2,500

€1,700 - 2,800

Literature

Anton Casamor: La obra de un gran artista, Barcelona, 2008, p. 267, ill.

223^{AR}

ANTON CASAMOR (SPANISH, 1907-1979)

A half length terracotta female nude, modelled with her hair tied up, on an integral plinth base, 97cm high (38in high).

£2,000 - 3,000

€2,200 - 3,400

Literature

Anton Casamor: La obra de un gran artista, Barcelona, 2008, p. 267, ill.

224^{AR TP}

ANTON CASAMOR (SPANISH, 1907-1979)

A carved white marble figure of a female nude, standing with her left leg forward and right arm behind her back, 33cm wide x 58cm deep x 120cm high (12 1/2in wide x 22 1/2in deep x 47in high)

£1,500 - 2,000

€1,700 - 2,200

Literature

Anton Casamor: La obra de un gran artista, Barcelona, 2008, p. 264, ill.



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END OF SALE





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NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams’* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer’s Premium* payable or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Condition Reports

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

The Seller’s responsibility to you

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

Bonhams’ responsibility to you

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £175,000 of the *Hammer Price*
20% from £175,001 to £3,000,000 of the *Hammer Price*
12.5% from £3,000,001 of the *Hammer Price*

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific *Sale* Information page at the front of the catalogue.

The *Buyer's Premium* and all other charges payable to us by the *Buyer* are subject to *VAT* at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

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

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

8. VAT

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

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

- † *VAT* at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω *VAT* on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * *VAT* on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
- G Gold bullion exempt from *VAT* on the *Hammer Price* and subject to *VAT* at the prevailing rate on the *Buyer's Premium*
- Zero rated for *VAT*, no *VAT* will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the EU: *VAT* is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the EU: *VAT* is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

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

9. PAYMENT

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

Bonhams' preferred payment method is by 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.

Payment may also be made by one of the following methods:

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 and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes or coins 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 or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Debit cards (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid by other means.

Credit cards (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

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

11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or

otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for

sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.

- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www.bonhams.com 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*, it's 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> .		
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 <i>Sale of Goods Act 1979</i> or otherwise.	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.
8.1.2	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> ,	10.5	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.
8.1.3	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 <i>Misrepresentation Act 1967</i> , 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> ;	10.6	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.
8.1.4	to remove and store the <i>Lot</i> at your expense;			10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
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;	9.3.2	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".
8.1.6	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;	9.3.3	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.
8.1.7	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;			10.10	Reference to a numbered paragraph is to a paragraph 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;	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 <i>Occupiers Liability Act 1957</i> , or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	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> .
8.1.9	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			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 <i>Contracts (Rights of Third Parties) Act 1999</i> , 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.
8.1.10	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.			11	GOVERNING LAW
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	MISCELLANEOUS		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.
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the Sale:
- 3.1.1 the *Purchase Price* for the *Lot*;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* 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		
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.3	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.
7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.
7.1.2	to retain possession of the <i>Lot</i> ;		
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;		
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2	The discretion referred to in paragraph 8.1:
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
		9	FORGERIES
		9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
		9.2	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> .
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
		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
		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.
		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> .
		9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , VAT and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
		9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
		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.
		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> .
		10	OUR LIABILITY
		10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
		10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
		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
		10.2.2	changes in atmospheric pressure; nor will we be liable for:
		10.2.3	damage to tension stringed musical instruments; or
		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.

10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or	12.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	it can be established that the <i>Lot</i> is a non-conforming <i>Lot</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or	12.8	In this agreement "including" means "including, without limitation".
	You may wish to protect yourself against loss by obtaining insurance.	the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or	12.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
10.4	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.	12.10	Reference to a numbered paragraph is to a paragraph of this agreement.
11	BOOKS MISSING TEXT OR ILLUSTRATIONS Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if: the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> . but not if: the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</i> , we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> . The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.	12.11	Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
12	MISCELLANEOUS		12.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
12.1	You may not assign either the benefit or burden of this agreement.		13	GOVERNING LAW All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
12.2	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.			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 <i>Website</i> www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.
12.3	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.			APPENDIX 3 DEFINITIONS AND GLOSSARY Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.
12.4	Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.			LIST OF DEFINITIONS "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i>). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .
12.5	If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.			
12.6	References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.			

“**Bidder**” a person who has completed a *Bidding Form*.

“**Bidding Form**” our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

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

“**Book**” a printed *Book* offered for *Sale* at a specialist *Book Sale*.

“**Business**” includes any trade, *Business* and profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Loss and Damage Warranty**” means the warranty described in paragraph 8.2 of the Conditions of Business.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Stamp**” means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

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

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

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

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

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

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

“**Website**” *Bonhams Website* at www.bonhams.com

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

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

GLOSSARY

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

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

“**bailee**”: a person to whom goods are entrusted.

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

“Section 12 Implied terms about title, etc

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

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For all enquiries and for further information on the sale of this property please contact fundacio@fundaciocasamor.org

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