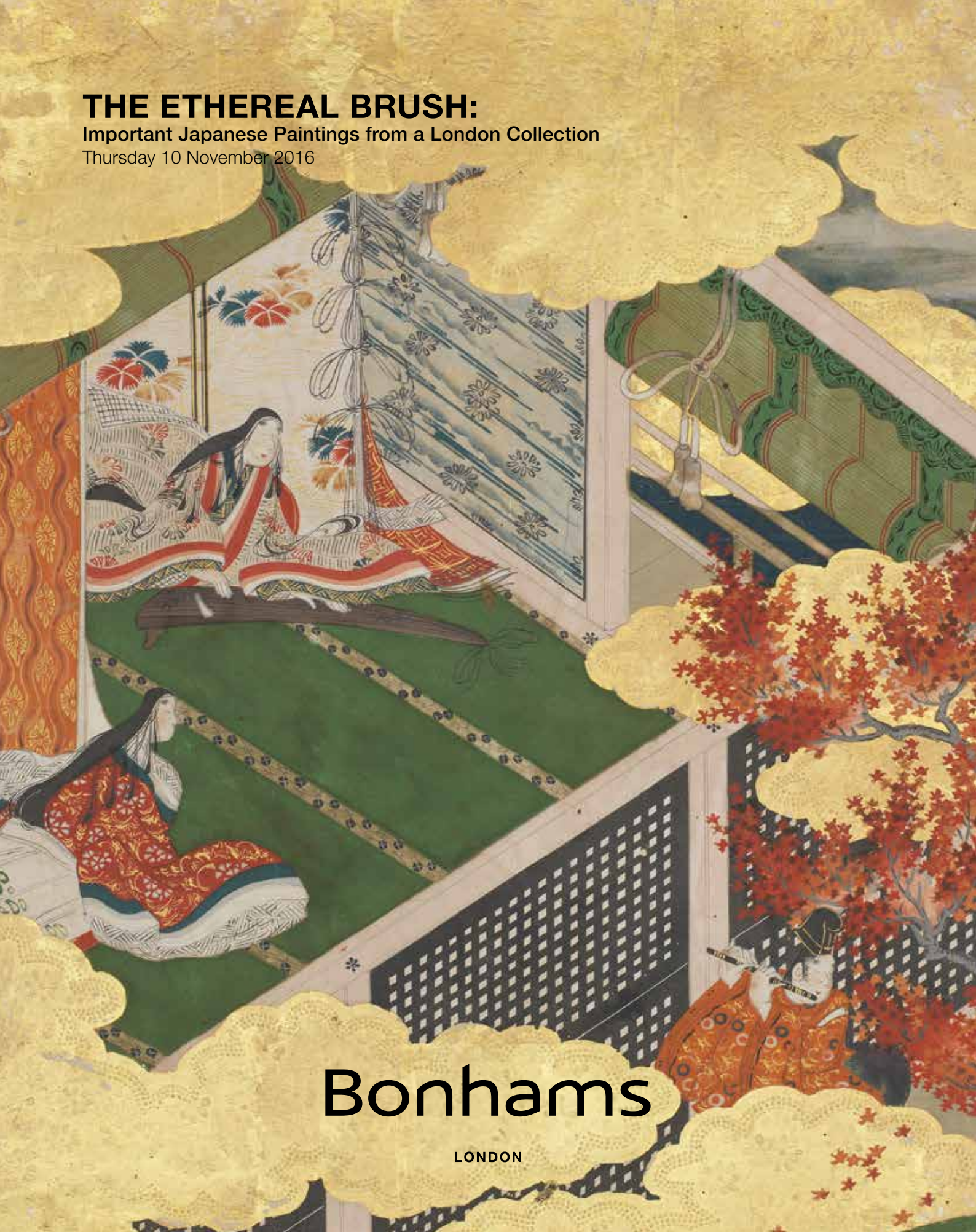


THE ETHEREAL BRUSH:
Important Japanese Paintings from a London Collection
Thursday 10 November 2016



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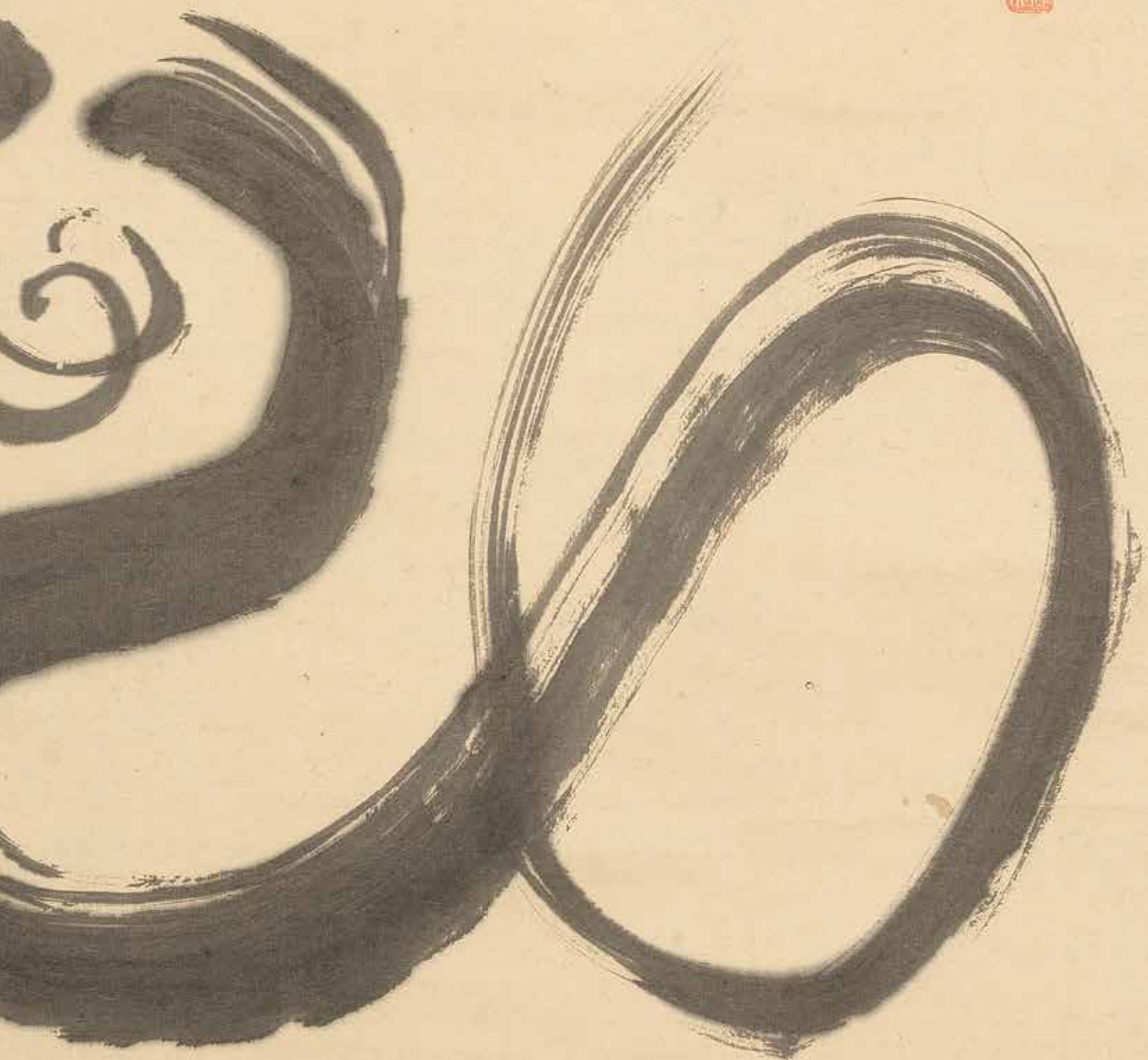
Large, bold, expressive cursive calligraphy characters, possibly representing the characters '天' (Heaven) and '地' (Earth).

Vertical column of cursive calligraphy characters, likely reading '天地玄黄' (Heaven and Earth are dark and yellow).

Vertical column of cursive calligraphy characters, likely reading '宇宙洪荒' (The universe is vast and primordial).

Vertical column of cursive calligraphy characters, likely reading '混沌初开' (The primordial chaos first opens).





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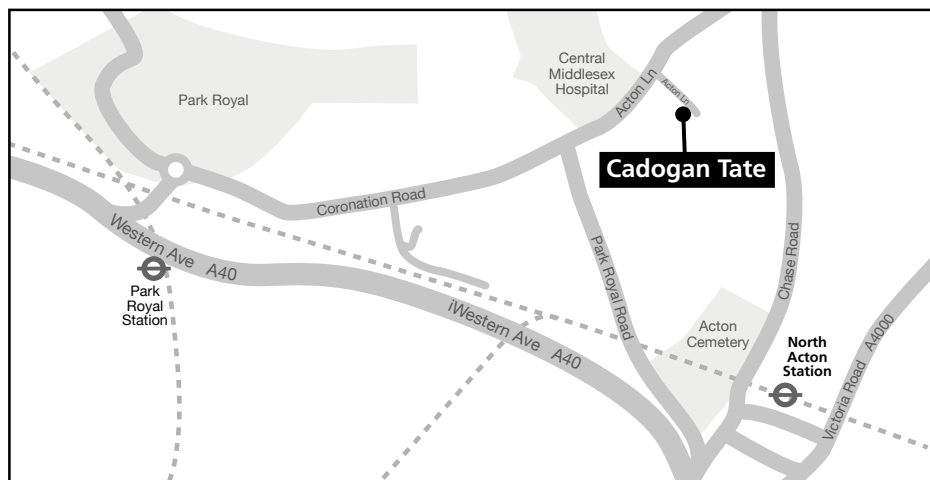
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CHRONOLOGY

Jomon period	ca.10,000BC - ca.300BC
Yayoi period	ca.300BC - ca.300AD
Kofun period	ca.593 - 710
Nara period	710 - 794
Heian period	794 - 1185
Kamakura period	1185 - 1333
Muromachi period	1333 - 1573
Nanbokucho period	1336 - 1392
Momoyama period	1573 - 1615
Bunroku era	1592 - 1596
Keicho era	1596 - 1615
Edo period	1615 - 1868
Kan'ei era	1624 - 1644
Kanbun era	1661 - 1673
Genroku era	1688 - 1704
An'ei era	1772 - 1781
Tenmei era	1781 - 1789
Kansei era	1789 - 1801
Kyowa era	1801 - 1804
Bunka era	1804 - 1818
Bunsei era	1818 - 1830
Tenpo era	1830 - 1844
Koka era	1844 - 1848
Kaei era	1848 - 1854
Ansei era	1854 - 1860
Man'en era	1860 - 1861
Bunkyu era	1861 - 1864
Genji era	1864 - 1865
Keio era	1865 - 1868
Meiji era	1868 - 1912
Taisho era	1912 - 1926
Showa era	1926 - 1989
Heisei era	1989 - present

**THE ETHEREAL BRUSH:
IMPORTANT JAPANESE PAINTINGS
FROM A LONDON COLLECTION**





沈博吉



EARLY INK PAINTINGS

1 Y Φ

SEAL OF KANO MASANOBU 狩野正信 (1434-1530) TACKLING A GO OPPONENT

Muromachi Period (1333-1572), early-mid 16th century
Kakejiku (hanging scroll), ink on paper in silk mounts, depicting two players disputing a game of Go, a third figure restraining one of the players; ivory *jiku* (roller ends)

Red pot seal at lower left *Masanobu* 正信
Overall: 116.5 x 51.5cm (45 7/8 x 20 1/4in.)
Image: 33.2 x 35.6cm (13 1/8 x 14in.) (4).

£100,000 - 150,000

JPY13,000,000 - 20,000,000

US\$130,000 - 190,000

Provenance

Asano Family, Aki Province 安芸国浅野家 (see below)

Inner wood *tomobako* (storage box) inscribed outside *Ho goteki zu Koyūsei hitsu* 捕碁敵図 古祐勢筆 (Painting of a man grappling with a Go opponent, brushed by Koyūsei), inscribed inside *Eishin shi* 榮信誌 (Noted by Eishin) with seal *Isen Hōgen* 伊川法眼 (see below); printed cotton wrapper with repeat floral design, with paper label *Ho goteki no zu Yūsei Masanobu hitsu* 捕碁敵圖 祐勢正信筆 (Painting of a man grappling with a Go opponent, brushed by Yūsei Masanobu); outer *tomobako* (storage box) inscribed outside *Kakemono Yūsei hitsu* 掛物祐勢筆一幅 (One hanging scroll brushed by Yūsei), the inside with paper label *Aki no kuni Asano-ke denrai* 安芸国浅野家傳來 (handed down in the Asano family of Aki Province)

Widely regarded as the founder of the Kano academy, the long-lived Masanobu (also known as Yūsei) played a leading role in establishing and developing the Chinese-inspired painting style that would dominate the official art world during succeeding centuries, and securing the patronage of the Ashikaga dynasty of shoguns. The red pot seal seen here is recorded in *Honchō gain* (Painter's Seals of the Realm), a woodblock-printed compilation published in 1693. The relevant image is accessible at <http://lab.inf.shizuoka.ac.jp/takamatsu/honchogain-20.htm> (folio 20, left-hand page, lower right). Scenes of Chinese scholars playing the game of go appear frequently within larger Kano paintings of this period (for an example compare *The Four Accomplishments*, a pair of six-panel folding screens by Kano Motonobu in the Metropolitan Museum of Art) but it is unusual to find the subject dominating a single hanging scroll.

In the early seventeenth century, the main branch of the Kano academy moved from Kyoto to the new capital at Edo (present-day Tokyo) and worked mainly in the service of the Tokugawa shogunate. Later members of the academy frequently authenticated earlier paintings: Kano Eishin or Naganobu (also known as Isen or Isen'in, 1775-1828), whose signature appears on the inner box of this lot, succeeded his father Yōsen'in as seventh-generation head of the Kobikichō branch of the Kano in Edo and was awarded the senior rank of *hōgen* in 1802.





2 Y Φ

**SEAL OF KANO MOTONOBU 狩野元信 (1477-1559)
SNOW LANDSCAPE**

Muromachi Period (1333-1572), early-mid 16th century
Kakejiku (hanging scroll), ink on paper in silk mounts, depicting mountains, trees, and a waterfall in winter, a figure with an umbrella advancing up a path at lower left; ivory *jiku* (roller ends)

Red pot seal at lower left *Motonobu* 元信

Overall: 141 x 63.7cm (55½ x 25 1/8in.)

Image: 42.7 x 40.5cm (16¾ x 16in.) (11).

£100,000 - 150,000

JPY13,000,000 - 20,000,000

US\$130,000 - 190,000

Provenance

Ashikaga Family, by repute

Matsudaira Family of Iwami Province, by repute

Irie Sekitei 入江石亭 (1766-1839), collector and connoisseur

Mr Miura, 1811 (see below)

Kawasaki Shōzō 川崎 正藏 (1837-1912), founder of the Kawasaki Shipbuilding Corporation; formerly housed in the Kawasaki Museum in Kobe

Published

Kawasaki Yoshitarō 川崎芳太郎 ed., *Chōshunkaku kanshō dainishū* 長春閣鑒賞 第二集 (An Appreciation of the Chōshunkaku Collection, Volume Two), Tokyo, Kokkasha 國華社, 1914, plate 34

Sakaguchi Satoru 阪口覺 ed., *Chōshunkaku zōhin tenkan zuroku* 長春閣藏品展觀圖錄 (Catalogue of an Exhibition of the Chōshunkaku Collection), *Kōbe Kawasaki danshaku-ke zōhin nyūsetsu mokuroku* 神戸川崎男爵家藏品入札目録 (Auction Catalogue of Works from the Kawasaki Family Collection, Kobe), sale catalogue (12 March 1936), Osaka, Chōshunkaku Zōhin Zuroku Kankōkai 長春閣藏品圖錄刊行會, 1936 (reprinted 1938), no. 69

Inner wood *tomobako* (storage box) inscribed outside *Kohōgen ga yuki sansui Yōboku shōsho tsuki* 古法眼畫雪山水 養朴證書附 (Snow landscape by Kohōgen with certificate by Yōboku), inscribed inside *Irie Sekitei shinkan* 入江石亭審完 (Examined by Irie Sekitei) with two seals; outer lacquered-wood *tomobako* (storage box) with metal fittings, inscribed outside in red lacquer *Kohōgen yuki sansui* 古法眼雪山水 (Snow landscape by Kohōgen), paper seal inside *Chōshunkaku zō* 長春閣藏 (Chōshunkaku Collection), the outside with paper labels

Four certificates: one signed Kano Yōboku 狩野養朴 (Kano Tsunenobu, 1636-1713) dated the 7th day of the 12th month of the Ox year (likely 1661, 1673, 1685, 1697, or 1709); another including the name Josen 如川 (probably the painter Kano Josen Chikanobu, 1660-1728); another with a Meiji-era (1868-1912) date, signed Wada Moriari 和田守有, and stating that the painting was in the collection of the Ashikaga family of shoguns and later owned by Lord Matsudaira of the Hamada Domain in Iwami Province; another repeating information from *Chōshunkaku kanshō* 長春閣鑒賞 (see above) including the claim that the painting was formerly in the Higashiyama Palace of the Ashikaga shoguns

Four receipts: one for 150 *ryō* signed by Irie 入江 (Sekitei) and addressed to a Mr Miura 三浦, dated Bunka 2 (1805); another signed by Irie 入江 (Sekitei) and addressed to a Mr Miura 三浦, dated to the 11th month of the Sheep year (1811); another a receipt for 100 *ryō* dated Bunka 8 (1811); another signed Hokkyō Yōzan 法橋養山 and dated the 19th day of the 4th month

Like his father Kano Masanobu (see preceding lot), Kano Masanobu served the Ashikaga shoguns and is perhaps best known for the many works that he painted for the Reiu'in monastery in Kyoto, executed in a number of different Chinese styles including the sharp, angular monochrome angular manner of Xia Gui (1195-1224) which is also emulated in the present lot. The red pot seal seen here is recorded in *Honchō gain* (Painter's Seals of the Realm), a woodblock-printed compilation published in 1693. The relevant image is accessible at <http://lab.inf.shizuoka.ac.jp/takamatsu/honchogain-20.htm> (folio 20, left-hand page, upper left).

As observed in the footnote to the preceding lot, early Kano paintings were frequently authenticated by later members of the academy. This painting appears to have received such an authentication at least once around 1700. It was subsequently published in a sumptuous six-volume set documenting the collection of Kawasaki Shōzō, founding father of the Kawasaki industrial empire, and sold at an auction of the family collection in 1936.





3 Y Φ

**ATTRIBUTED TO SHŪGETSU TŌKAN 秋月等観 (D. 1529)
SCHOLAR CONTEMPLATING THE MOON**

Muromachi period (1333-1573), 16th century
Kakejiku (hanging scroll), ink and very slight colour on paper in silk
 mounts, depicting a recluse with attendant on the rocky pine-clad
 shore of a mountain stream contemplating the moon in the distance;
 ivory *jiku* (roller ends)

Seal at lower right, probably *Tōkan* 等観
 Overall: 118.5 x 50cm (46 5/8 x 19 5/8in.)
 Image: 28 x 34.5cm (11 x 13 5/8in.) (2).

£20,000 - 30,000
 JPY2,600,000 - 3,900,000
 US\$26,000 - 39,000

Wood *tomobako* (storage box) inscribed outside *Shin sansui* 真山水 (True landscape), also inscribed inside *Shin sansui* 真山水 (True landscape), followed by an inscription to the effect that the painting is by Shūgetsu Tōkan 秋月等観 and sealed *Tōkan* 等観 and recording that the artist was a pupil of Sesshū, with a paper label stamped with the red collector's seal of a Mr Fukada 深田

The red pot seal seen here, although very worn, is likely a version of that recorded in *Honchō gain* (Painter's Seals of the Realm), a woodblock-printed compilation published in 1693. The relevant image is accessible at <http://lab.inf.shizuoka.ac.jp/takamatsu/honchogain-20.htm> (folio 21, left-hand page, bottom of left-hand column).

A native of the Shimazu family domain in Satsuma, Shūgetsu Tōkan is known for a small number of landscapes and portraits of historical personages that bear his seal. Following a period of study with the great painter Sesshū Tōyō he returned home in 1492 and may have visited China in 1496. He appears to have had a number of successors down to the late 16th century, but thereafter the line died out due to the overwhelming influence of the Kano academy; see Nagata 1988 and Tōkyō 1987, cat. nos. 37 and 38.

4 YΦ

ARTIST UNKNOWN 作者不詳

SHŌKI ON A HORSE

Muromachi period (1333-1573),
early-mid 16th century

Kakejiku (hanging scroll), ink and gold wash on paper in silk mounts, depicting an animated portrayal of Shōki the Demon-Hunter with his characteristic quizzically ferocious expression, mounted on a prancing steed, brandishing his sword, and wearing a broad-brimmed hat; ivory *jiku* (roller ends)

Seal at lower left possibly reading *Sōkei* 宗繼

Modern wood storage box

Overall: 166.2 x 56.4cm (65½ x 22¼in.)

Image: 82 x 41cm (32¼ x 16 1/8in.) (2).

£30,000 - 50,000

JPY3,900,000 - 6,500,000

US\$39,000 - 65,000

For other paintings of Shōki from the early-mid 16th century, see Tōkyō 1974, cat. nos. 29, by Sesson and 56, signed Sekkei 石繼. The seal on the present scroll possibly reads *Sōkei*, the name of Oguri Sōkei, a shogunal artist active at the end of the fifteenth century (Tokyo 1987, cat. no. 50). Since he is not recorded as having executed any figure subjects, the authorship of this remarkably powerful scroll must await further research.





5

5 TP

ARTIST UNKNOWN 作者不詳
LONG-EARED OWL, RUSSET SPARROWS AND BAMBOO

Momoyama Period, (1573-1615)
 Two-panel folding screen, ink on gold-leafed paper, depicting a *torafuzuku* (long-eared owl) seated on a bamboo branch with two *nyūnai suzume* (russet sparrows) flying overhead
 152 x 180cm. (60 x 71in.)

£3,000 - 5,000
 JPY390,000 - 650,000
 US\$3,900 - 6,500

Compare Tōkyō 1987, cat. no. 128, for a similarly painted group of *fusuma*, in Kyoto National Museum, about the same size but with crows instead of an owl, reputed to have been part of a set painted by Unkoku Tōgan for Natori Castle in Chikuzen Province.

6 YΦ

MANNER OF ISHIKAWA JŌZAN 石川丈山 (1583-1672) AND
KANO SANSETSU 狩野山雪 (1589-1651)
WATERFALL CHARACTER AND WAVE

Edo period (1615-1868)
Takejiku (hanging scroll), ink on paper in silk mounts, depicting a stylised character *taki* 瀧 and waves; ivory *jiku* (roller ends)

With signature *Rokuroku sanjin* 六六山人 and seals *Gansenshi* 頑仙子和 *Shisendō* 詩仙堂 (for Jōzan); and *Sansetsu* 山雪 with seals *Sansetsu* 山雪 and *Jasokuken* 蛇足軒 (for Sansetsu)
 Overall: 227 x 84cm (89 3/8 x 33 1/8in.)
 Image: 137.5 x 64cm (54 1/4 x 25 1/4in.) (4).

£2,000 - 3,000
 JPY260,000 - 390,000
 US\$2,600 - 3,900

Inner lacquered wood storage box inscribed in silver lacquer *Taki no zu Jōzan no san Sansetsu no ga* 瀧之圖 丈山之讚 山雪之画 (Picture of a wave; inscription by Jōzan, painting by Sansetsu); outer wood storage box

With a certificate of authenticity dated Bunsei 13 (1830)



7 Y Φ

ARTIST UNKNOWN 作者不詳

DARUMA, KANZAN AND JITTOKU

Muromachi (1333-1573) or Momoyama (1572-1615) period,

late 16th-early 17th century

Set of three *kakejiku* (hanging scrolls), ink on paper in silk mounts, depicting respectively Daruma (centre), Jittoku (right), and Kanzan (left), each in three-quarter profile, Daruma staring to his left, Jittoku and Kanzan with their usual attributes of broom and scroll; ivory *jiku* (roller ends)

Each with seal *Shikibu* 式部

Each overall: 182.5 x 49.7cm (71 5/8 x 19 5/8in.)

Image: 83.6 x 33.4cm (32 7/8 x 13 1/8in.) (6).

£30,000 - 50,000

JPY3,900,000 - 6,500,000

US\$39,000 - 65,000

Inner wood *tomobako* (storage box) with label *Daiyonban Kanzan Daruma Jittoku sanpukutsui Kei Shoki hitsu* 第四番寒山達磨拾得三幅対啓書記筆 (No. 4: Hanging-scroll triptych of Daruma, Kanzan and Jittoku by Kei Shoki) and with a receipt bearing the seal *Kanazawa Inarigumi shōsha* 金澤稻荷組商社 (Inarigumi Trading Company of Kanazawa); the outer box similarly labelled

The two reclusive Chinese eccentrics, the poet Kanzan ('Cold Mountain') and the cook's assistant Jittoku ('Foundling') are first referred to as a pair in a document of 1004 (see Levine and Lippitt 2007, cat. no. 104). They subsequently established themselves as essential figures in the Zen Buddhist pantheon: giggling and talking unintelligible nonsense but also regarded as manifestations of the bodhisattvas Monju and Fugen, two of the most important of all Buddhist deities. Here they flank an icon of Daruma, the Indian founder of Zen who travelled to China in the fifth century.

Despite the box attribution to Kei Shoki (Shōkei, active circa 1478–1506) and the presence of three seals associated with Shikibu Terutada, an early-mid-sixteenth century painter in the Kano style who is sometimes confused with Kei Shoki, the lack of firm stylistic parallels among the 20 or so scrolls associated with Shikibu makes it safer to treat this painting as an anonymous work dating probably from the latter part of the sixteenth century.







8

STYLE OF KONOE NOBUTADA

近衛信尹 (1565-1614)

TENJIN (SUGAWARA NO MICHIZANE)

Momoyama (1573-1615) or

Edo (1615-1868) period, 17th century

Kakejiku (hanging scroll), ink on paper in silk mounts, depicting a stylised standing image of Tenjin, the deified form of Sugawara no Michizane (845-903), dressed in Chinese robes beneath a poem; wood *jiku* (roller ends)

Overall: 175 x 37.5cm (68 7/8 x 14 3/4in.)

Image: 90.8 x 30cm (35 3/4 x 11 3/4in.) (2).

£5,000 - 8,000

JPY650,000 - 1,000,000

US\$6,500 - 10,000

Wood *tomobako* (storage box) inscribed outside
Konoe Sanmyakuin Nobutada-kō hitsu Kankō gasan ichijiku 近衛三貌院信尹公筆 菅公画賛 一軸
 (One scroll of Sugawara Michizane with inscription, brushed by Lord Konoe Sankyakuin Nobutada)

Konoe Nobutada, a senior courtier, Zen practitioner and follower of the Way of Tea, is well known for a large number of paintings of Tenjin, the deified form of Sugawara Michizane (845-903) and Japanese god of literature and learning. Nobutada himself wrote in 1609 that he had painted 100 similar images of Michizane and legend has it that he could complete more than 20 in a morning (see Rosenfield 1999, cat. no. 31). For further examples see Murase 2013, cat. no. 140 and Japan Society 1989, cat. no.5 (Sanso collection). A number of these paintings are dated 1609 or 1610. As usual, Tenjin's crown takes the form of the character *ten* 天 (heaven), while his arms and robe are a free form of the character *jin* 神 (deity).

9

STYLE OF KONOE NOBUTADA

近衛信尹 (1565-1614)

TENJIN (SUGAWARA NO MICHIZANE)

Probably Momoyama (1573-1615) or Edo (1615-1868) period, 17th century
Kakejiku (hanging scroll), ink on paper in silk mounts, depicting a stylised standing image of Tenjin, the deified form of Sugawara no Michizane (845-903), dressed in Chinese robes beneath a poem (see below); lacquered wood *jiku* (roller ends)

Wood *tomobako* (storage box)

Overall: 175.5 x 61cm (69 1/8 x 24in.)

Image: 99.3 x 51.7cm (39 1/8 x 20 3/8in.) (2).

£7,000 - 9,000

JPY910,000 - 1,200,000

US\$9,100 - 12,000

The poem, on the theme of Tenjin's beloved plum blossoms, reads

梅あらばいやしきしづか伏せ屋まで我立ちよらん
あくま退りぞけ

*Ume araba / iyashiki shizuka / fuseya made /
wa ga tachiyoran / akuma shirizoke*

For information on both the artist and the subject of this scroll, please refer to the preceding lot.





10 YΦ

ATTRIBUTED TO KAIHŌ YUSHŌ

海北友松 (1533-1615)

GIBBONS REACHING FOR THE MOON'S REFLECTION

Momoyama period (1573-1615),
late 16th-early 17th century

Kakejiku (hanging scroll), ink on paper in silk mounts,
depicting two gibbons on the branch of a tree, one
of them reaching for the reflection of the moon in a
stream below; ivory *jiku* (roller ends)

Two seals at lower left: *Kaihō* 海北, *Yūshō* 友松

Overall: 193 x 66cm (76 x 26in.)

Image: 109 x 48.5cm (42 7/8 x 19 1/8in.) (3).

£20,000 - 30,000

JPY2,600,000 - 3,900,000

US\$26,000 - 39,000

Provenance

Count Itō Miyoji 伊東巳代治 (1857-1934), statesman
and newspaper owner

Inner wood *tomobako* (storage box) inscribed
outside *Enkō tangetsu no zu Kaihō Yūshō hitsu*
猿猴探月之図 海北友松筆 (Painting of gibbons
reaching for the moon brushed by Kaihō Yūshō), the
inside with a signature and seal to the inscription,
dated *Taishō hachi tsuchinoto-hitsujū*, equivalent to
1919; outer wood *tomobako* (storage box) inscribed
outside *Kaihō Yūshō hitsu Enko tangetsu zu shihon*
tatefuku 海北友松筆猿猴探月図紙本立幅 (Picture
of gibbons reaching for the moon brushed by Kaihō
Yūshō, vertical hanging scroll, ink on paper), end lid
with similar inscription ending *Suiusō* 翠雨莊,
a name used by Count Itō Miyoji (see above)

Kaihō Yūshō trained under a Kano artist but later
founded an independent atelier that spanned two
distinct styles: a combination of strong brushstrokes
with bright colours in the manner of Kano Eitoku
(1543-1590) and the Zen-inspired monochromatic
approach seen in this and the following lots.

11 YΦ

ATTRIBUTED TO KAIHŌ YUSHŌ

海北友松 (1533-1615)

TAIKŌBŌ

Momoyama period (1573-1615),

late 16th-early 17th century

Kekejiku (hanging scroll), ink on paper in silk mounts,
depicting Taikōbō fishing by the bank of a river; ivory
jiku (roller ends)

Two seals at lower right: *Kaihō* 海北, *Yūshō* 友松

Wood *tomobako* (storage box) inscribed outside
Kaihō Yūshō hitsu Taikōbō zu 海北友松筆太公望圖

(Picture of Kaihō Yūshō, brushed by Kaihō Yūshō)

Overall: 177.5 x 51.5cm (69 7/8 x 20 1/4in.)

Image: 83.2 x 33cm (32 3/4 x 13in.) (2).

£15,000 - 20,000

JPY2,000,000 - 2,600,000

US\$19,000 - 26,000

Figure paintings in this style by Kaihō Yūshō are termed *fukuro-e* (bag pictures) in reference to the sack-like shape of the garments. Taikōbō or Roshō (in Chinese, Tai Gong Wang) is a legendary Chinese figure, reputed to have lived at the end of the second millennium B.C. In old age he adopted a reclusive lifestyle and spent his time fishing in the Wei River, but one day Wen Wang, founder of the Zhou Dynasty, passed by while on a hunt and, seeing Tai Gong Wang, realised that a prophecy made by his magician had come true: the magician had foretold that the day's trophy would be not an animal but a man fitted to become an emperor's trusted advisor.





12

ATTRIBUTED TO KAIHŌ YUSHŌ

海北友松 (1533-1615)

OWL AND SKYLARK ON A PRUNUS BRANCH

Momoyama period (1573-1615),

late 16th-early 17th century

Kakejiku (hanging scroll), ink on paper in silk mounts, depicting an owl and a skylark perched on the branch of a plum tree; wood *jiku* (roller ends)

Two seals at lower left: *Kaihō* 海北, *Yūshō* 友松

Overall: 176 x 57.5cm (69¼ x 22 5/8in.)

Image: 85.4 x 37.8cm (33 5/8 x 14 7/8in.)

£15,000 - 20,000

JPY2,000,000 - 2,600,000

US\$19,000 - 26,000

13 ^YΦ

ATTRIBUTED TO KAIHŌ YUSHŌ 海北友松

(1533-1615) AND KARASUMA MITSUHIRO

烏丸光広 (1579-1638)

KINKŌ RIDING A CARP

Momoyama (1573-1615) or Edo (1615-1868)

period, early 17th century

Kakejiku (hanging scroll), ink and slight colours on paper in silk mounts, depicting Kinkō Sennin reading a scroll and riding a leaping carp, waves below, with an inscription; ivory *jiku* (roller ends)

Unsigned

Wood *tomobako* (storage box)

Overall: 161 x 59.5cm (63 3/8 x 23 3/8in.)

Image: 83 x 47.5cm (32 5/8 x 18¾in.) (2).

£15,000 - 20,000

JPY2,000,000 - 2,600,000

US\$19,000 - 26,000

Published

Tōkyō Bijutsu Kurabu 東京美術倶楽部 (Tokyo Art Club), *Hongō-ke shozōhin nyūsatsu* 本郷家所藏品入札 (Auction of Works from the Hongō Family Collection), sale catalogue (8 June 1931), Tokyo, Tōkyō Bijutsu Insatsusha 東京美術印刷社, 1931, no. 4

Sometimes included among the Hassen (Eight Immortals), the Chinese sage Kinkō is best known for an incident in which he plunged into a river and emerged riding on the back of a giant carp.

12





14

14^{YΦ}

ATTRIBUTED TO UNKOKU TŌYO

雲谷等與 (1612-1668)

QUAIL AND BARLEY

Edo period (1615-1868), mid-17th century
Kakejiku (hanging scroll), ink and colours on paper in silk mounts, depicting a quail and fallen leaves on a bank with stalks of barley behind;
ivory *jiku* (roller ends)

Two seals at lower right: *Unkoku* 雲谷, *Tōyo* 等與

Modern wood storage box

Overall: 160.5 x 58.8cm (63¼ x 23 1/8in.)

Image: 67.8 x 40.5cm (26¾ x 16in.) (2).

£2,000 - 3,000

JPY260,000 - 390,000

US\$2,600 - 3,900

For an anonymous earlier version of this subject, see Murase 2013, cat. no. 128.

15^{YΦ}

KUSUMI MORIKAGE

久隅守景 (CIRCA 1620-1690)

GIBBONS REACHING FOR THE MOON'S REFLECTION

Edo period (1615-1868), mid-late 17th century
Kakejiku (hanging scroll), ink and slight colours on paper in silk mounts, depicting three gibbons hanging from the branch of a pine tree growing from a cliff, the lowest gibbon reaching for the reflection of the moon in a pool of water below;
ivory *jiku* (roller ends)

Signed *Morikage hitsu* 守景筆 (Brushed by Morikage) with a seal partially obscured by the signature

Overall: 208 x 68.7cm (81 7/8 x 27in.)

Image: 127.7 x 48.4cm (50¼ x 18 5/8in.) (2).

£10,000 - 15,000

JPY1,300,000 - 2,000,000

US\$13,000 - 19,000

Wood *tomobako* (storage box) inscribed outside
Enkō Morikage hitsu 猿猴 守景筆 (Gibbons, brushed by Morikage)

A pupil of Kano Tan'yū (1602-1675), Kusumi Morikage worked in a variety of styles including the monochrome ink manner seen here which pays tribute to the 13th-century Chinese master Mu Qi. For another example of Morikage's painting of gibbons, see Kobayashi and Sakakibara 1978, cat. no. 26



15



16^{YΦ}

**KATSUTA CHIKUŌ 勝田竹翁 (FL. 1624-1648)
GIBBON REACHING FOR THE MOON'S
REFLECTION**

Edo period (1615-1868), mid-17th century
Kakejiku (hanging scroll), ink on silk in silk mounts,
depicting a gibbon hanging by one arm from
the branch of a tree looking down at the moon's
reflection; ivory *jiku* (roller ends)

Signed *Chikuō gō* 竹翁毫 (Brush of Chikuō) with
seals *Chikuō* 竹翁, *Shisoku* (?) 士則

Wood *tomobako* (storage box) labelled *Saru Chikuō*
猿竹翁 (Monkey, Chikuō)

Overall: 156 x 39.7cm (61 3/8 x 15 5/8in.)


Image: 76 x 33cm (29 7/8 x 13in.) (2).

£5,000 - 10,000

JPY650,000 - 1,300,000

US\$6,500 - 13,000

Katsuta Chikuō trained with the Kano-academy
painters Kyūhaku and Shōei and worked under the
shogun Tokugawa Iemitsu, specializing in bird-and-
flower and figure subjects.

The background of the page is a traditional Japanese ink and wash illustration. It depicts an interior scene, possibly a veranda or a room, with several figures in courtly attire. The figures are rendered in a style characteristic of the Edo period, with flowing robes and elegant postures. The scene is framed by architectural elements like sliding doors (shoji) and a railing. The overall color palette is muted, with greens, browns, and greys, accented with some red and orange tones. The style is reminiscent of the illustrations found in the Tale of Genji.

ALBUM-LEAF ILLUSTRATIONS TO *GENJI MONOGATARI* (THE TALE OF GENJI)

The following 23 lots, including groups of leaves from two incomplete sets preceded by six miscellaneous leaves, attest to the great revival of interest in the eleventh-century *Genji monogatari* (The Tale of Genji) that took place from the early part of the sixteenth century and would continue throughout the Edo period (1615-1868). The many intricately painted and colourful albums produced at this period were mostly executed under the supervision of members of the Tosa family, with Tosa Mitsuyoshi (1539-1613), Tosa Mitsunori (1583-1638) and Chōjirō (likely the youthful name of Mitsunori) all playing a part.

Similar leaves, in a subtle variety of styles, are preserved in the Kimiko and John Powers collection, the Kubosō Memorial Museum of Arts, Izumi, the Tokugawa Art Museum, the Burke Collection (now Metropolitan Museum of Art), Harvard University Art Museums, and the Nezu Museum, among others, and Kyoto National Museum owns a complete pair of albums that can be dated to circa 1615 (see Rosenfield 1999, cat. no. 2). In the entries that follow, individual scenes from the Tale are identified by reference to the original text (in the 1976 translation by Edward Seidensticker), to written instructions contained in *Genji monogatari ekotoba*, a manual of Genji painting compiled in the sixteenth century and translated by Professor Miyeko Murase in 1983, and to similar examples assembled in the useful volume edited by Akiyama Ken and Taguchi Eiichi, cited frequently below.

17

ARTIST UNKNOWN
A TOSA-SCHOOL ALBUM-LEAF ILLUSTRATION TO GENJI
MONOGATARI (THE TALE OF GENJI), CHAPTER 19: USUGUMO
(A RACK OF CLOUD)

Momoyama period (1573-1615), early 17th century
Ink, colours, gold and lacquer on paper
30.1 x 25.6cm (11 7/8 x 10 1/8in.)

£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500

In a previous episode of this chapter, Prince Genji arranges for the little daughter of Lady Akashi to move to the capital. By now she is living in Genji's palace, but he is on his way to pay the Lady Akashi a visit. The text tells us that 'The little girl clung to his trousers and seemed almost prepared to go with him.' See Seidensticker 1976, p.337.

19

ARTIST UNKNOWN
A TOSA-SCHOOL ALBUM-LEAF ILLUSTRATION TO GENJI
MONOGATARI (THE TALE OF GENJI), CHAPTER 51: UKIFUNE
(A BOAT UPON THE WATERS)

Momoyama period (1573-1615), early 17th century
Ink, colours, gold and lacquer on paper, framed and glazed
Overall: 56 x 46cm (22 x 18 1/8in.)
Image: approximately 30 x 26cm (11 3/4 x 10 1/4in.)

£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500

For this subject, please refer to the preceding lot.

18

ARTIST UNKNOWN
A TOSA-SCHOOL ALBUM-LEAF ILLUSTRATION TO GENJI
MONOGATARI (THE TALE OF GENJI), CHAPTER 51: UKIFUNE
(A BOAT UPON THE WATERS)

Momoyama period (1573-1615), early 17th century
Ink, colours, gold and lacquer on paper, framed and glazed.
Overall: 60.2 x 50cm (23 5/8 x 19 5/8in.)
Image: approximately 30 x 25.2cm (11 3/4 x 9 7/8in.)

£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500

In this much-depicted episode, Prince Niou travels to the town of Uji to visit princess Ukifune: ' . . . he took Ukifune up in her arms and carried her off. Jijū [a lady in waiting] followed after . . . Soon they were aboard one of the boats . . . [Ukifune] clung to Niou, frightened as an exile to some hopelessly distant shore.' *Genji monogatari ekotoba* stipulates that 'There is a heavy snowfall and the moon is out in the early morning sky. Niou takes Ukifune and Jijū out on a boat to the Isle of Oranges.' See Seidensticker 1976, pp.990-992; Murase 1983, pp.290-291.

20

ARTIST UNKNOWN
A TOSA-SCHOOL ALBUM-LEAF ILLUSTRATION TO GENJI
MONOGATARI (THE TALE OF GENJI), CHAPTER 27: KAGARIBI
(FLARES)

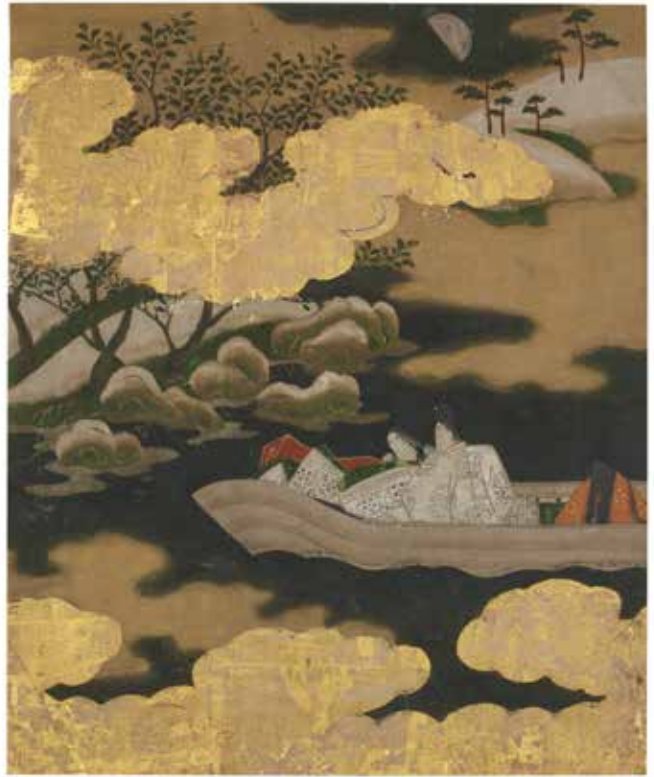
Momoyama period (1573-1615), early 17th century
Ink, colours, gold and lacquer on paper, framed and glazed.
Overall: 56.8 x 45.8cm (22 3/8 x 18in.)
Image: 30.2 x 25.5cm (11 7/8 x 10in.)

£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500

In this, one of the shortest chapters of the Tale, two poems make an analogy between the sputtering flares in the garden and Genji's passion for Tamakazura, daughter of his friend Tō no Chūjō. At the top a courtly servant attends to the flares, while the lovers can be seen at lower left. See Seidensticker 1976, pp.454-454.



17



18



19



20



21



22

21

**ARTIST UNKNOWN
A TOSA-SCHOOL ALBUM-LEAF ILLUSTRATION TO *GENJI MONOGATARI* (THE TALE OF GENJI), CHAPTER 2: *HAHAKIGI* (THE BROOM TREE)**

Momoyama period (1573-1615), early 17th century
Ink, colours, gold and lacquer on paper
30 x 25.4cm (11¾ x 10in.)

£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500

For this subject, please refer to lot 28.

22

**ARTIST UNKNOWN
AN ALBUM-LEAF ILLUSTRATION TO *GENJI MONOGATARI* (THE TALE OF GENJI), CHAPTER 51: *UKIFUNE* (A BOAT UPON THE WATERS)**

Edo period (1615-1868), 17th century
Ink, colours, gold and lacquer on paper with embossing, framed and glazed

Overall: 52.7 x 42.8cm (20¾ x 16 7/8in.)
Image: approximately 26.8 x 22.5cm (10½ x 8 7/8in.)

£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500

This is a somewhat later treatment of the scene discussed in the note to lot 18.



23

**ARTIST UNKNOWN
FIVE ILLUSTRATIONS FROM AN ALBUM
DEPICTING SCENES FROM GENJI MONOGATARI
(THE TALE OF GENJI)**

The following five lots are leaves from a single set of illustrations to *Genji monogatari* (The Tale of Genji), painted by a member of the Tosa School in the early seventeenth century. For further information concerning Genji illustration, please refer to the discussion on p. 25.

23

**ARTIST UNKNOWN
A TOSA-SCHOOL ALBUM-LEAF ILLUSTRATION TO
GENJI MONOGATARI (THE TALE OF GENJI), CHAPTER 26:
TOKONATSU (WILD CARNATIONS)**

Momoyama period (1573-1615), early 17th century
Ink, colours, gold and lacquer on paper.
23.6 x 23.1cm (9¼ x 9 1/8in.)

**£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500**

This chapter opens with the words: 'It was a very hot day. Genji was cooling himself in the angling pavilion of the southeast quarter. Yugiri and numerous friends of the middle court ranks were with him. They had offered to roast trout which had been brought from the Katsura and goby from nearer streams.' See Seidensticker 1976, p.441.

24

ARTIST UNKNOWN
A TOSA-SCHOOL ALBUM-LEAF ILLUSTRATION TO GENJI
MONOGATARI (THE TALE OF GENJI), CHAPTER 20: ASAGAO
(THE MORNING GLORY)

Momoyama period (1573-1615), early 17th century
Ink, colours, gold and lacquer on paper
23.6 x 23.1cm (9¼ x 9 1/8in.)

£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500

Genji sends maidservants into the garden to make a snowman at the residence of the Fifth Princess, see Seidensticker 1976, p.357 (woodblock illustration on p.358). For a similar treatment of this episode on a fan leaf attributed to Tawaraya Sōtatsu (circa 1570-circa 1640), see Akiyama and Taguchi 1999, plate 80 (p.97).

26

ARTIST UNKNOWN
A TOSA-SCHOOL ALBUM-LEAF ILLUSTRATION TO GENJI
MONOGATARI (THE TALE OF GENJI), CHAPTER 29: MIYUKI
(THE ROYAL OUTING)

Momoyama period (1573-1615), early 17th century
Ink, colours, gold and lacquer on paper.
23.6 x 23.1cm (9¼ x 9 1/8in.)

£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500

The Emperor sends Genji a brace of pheasants tied to a leafy branch, see Seidensticker 1976, p.469. For a strikingly similar treatment of this subject, compare an early-Edo-period album leaf in the collection Sakai City Museum, Akiyama and Taguchi 1999, plate 111 (p.143).

25

ARTIST UNKNOWN
A TOSA-SCHOOL ALBUM-LEAF ILLUSTRATION TO GENJI
MONOGATARI (THE TALE OF GENJI), CHAPTER 25: HOTARU
(FIREFLIES)

Momoyama period (1573-1615), early 17th century
Ink, colours, gold and lacquer on paper.
23.6 x 23.1cm (9¼ x 9 1/8in.)

£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500

The identification of this scene is not certain but for an early seventeenth-century of somewhat similar composition, see Akiyama and Taguchi 1999, plate 96 (p.130).

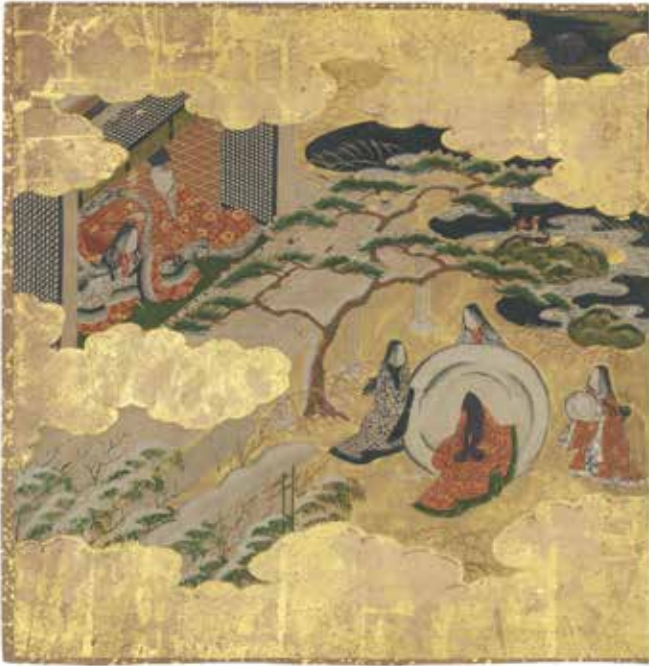
27

ARTIST UNKNOWN
A TOSA-SCHOOL ALBUM-LEAF ILLUSTRATION TO GENJI
MONOGATARI (THE TALE OF GENJI), CHAPTER 8: HANA NO EN
(THE FESTIVAL OF THE CHERRY BLOSSOMS)

Momoyama period (1573-1615), early 17th century
Ink, colours, gold and lacquer on paper.
23.6 x 23.1cm (9¼ x 9 1/8in.)

£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500

After the Festival of the Cherry Blossoms has been held at Court, Prince Genji seeks out the young Oborozukiyo (literally, 'Night of the Misty Moon'), sister of his stepmother Kokiden. The text of the novel merely refers to an exchange of fans when the two lovers part, but *Genji monogatari ekotoba* mentions that 'The princess holds up her fan, which has a painting showing a "three-ply cherry" with a misty moon', details that are faithfully reproduced here; see Murase 1983, p.79.



24



25



26



27



28

**ARTIST UNKNOWN
A FINE AND IMPORTANT GROUP OF TWELVE
ILLUSTRATIONS FROM AN ALBUM DEPICTING
SCENES FROM *GENJI MONOGATARI*
(THE TALE OF GENJI)**

The following twelve lots are leaves from an exceptionally fine and well-preserved single set of illustrations to *Genji monogatari* (The Tale of Genji), painted by a member of the Tosa School in the early seventeenth century. For further information concerning Genji illustration, please refer to the discussion on p. 25.

28

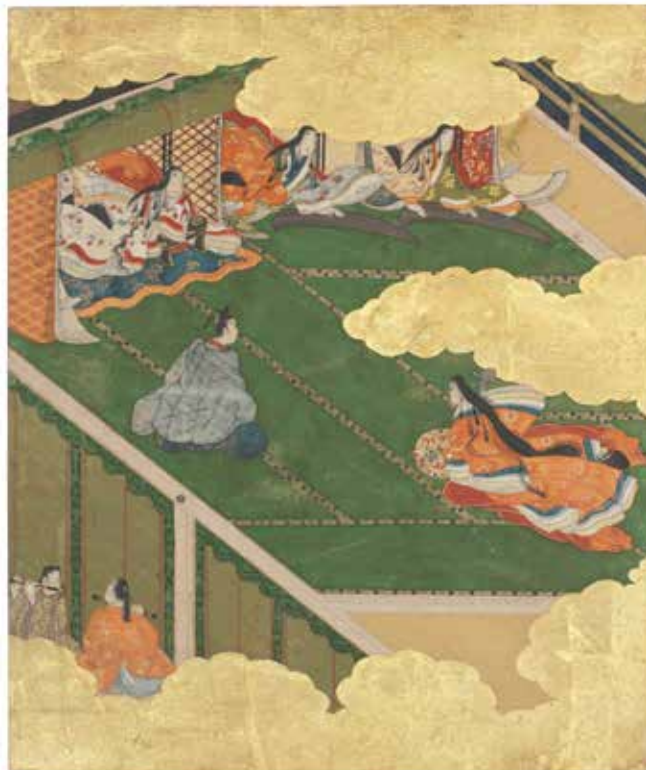
ARTIST UNKNOWN
ILLUSTRATION TO GENJI MONOGATARI (THE TALE OF GENJI),
CHAPTER 2: HAHAKIGI (THE BROOM TREE)

Momoyama period (1573-1615), early 17th century
Ink, colours, gold and lacquer on paper with embossing,
framed and glazed.

Overall: 52.5 x 41.8cm (20 5/8 x 16 1/2in.)
Image: approximately 27 x 23cm (10 5/8 x 9in.)

£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500

A young man (not shown) watches a rival serenading his lover. 'It would appear that this was not his first visit . . . He took out a flute and played a tune on it . . . Blending nicely with the flute came the mellow tones of a Japanese koto.' The imagery follows closely the instructions in the sixteenth-century guide to Genji illustration *Genji monogatari ekotoba*: 'The maple leaves are scattered in the autumn wind . . . the moon is shining on a pond . . . inside the wall, a courtier is seated on the veranda, playing a flute. Behind the walls a woman plays on . . . a Japanese koto'; see Seidensticker 1976, pp.30-32; Murase 1983, pp.44-45; and for a version of this scene from an album by Tosa Mitsuoki (1617-1691), see Akiyama and Taguchi 1999, plate 6 (p.33).



29

ARTIST UNKNOWN
ILLUSTRATION TO GENJI MONOGATARI (THE TALE OF GENJI),
CHAPTER 6: SUETSUMUHANA (THE SAFFLOWER)

Momoyama period (1573-1615), early 17th century
Ink, colours, gold and lacquer on paper with embossing.
26.8 x 22.7cm (10 1/2 x 8 7/8in.)

£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500

Early in Chapter 6, Prince Genji and his friend Tō no Chūjō visit the Sanjō mansion. Princess Nakatsukasa is seen sitting 'forlornly apart from the others, leaning on her armrest', as the two discreetly play their flutes from behind the blinds, accompanied by other ladies of the house. See Seidensticker 1976, pp.116-117.



30

ARTIST UNKNOWN
ILLUSTRATION TO GENJI MONOGATARI (THE TALE OF GENJI),
CHAPTER 9: AOI (HEARTVINE)

Momoyama period (1573-1615), early 17th century
Ink, colours, gold and lacquer on paper with embossing,
framed and glazed.

Overall: 52.5 x 41.8cm (20 5/8 x 16 1/2in.)
Image: approximately 27 x 23cm (10 5/8 x 9in.)

£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500

Murasaki, the daughter of Prince Hyōbu, stands on a go board so that Prince Genji can trim her long hair. The text of Genji has nothing to say about the go board but it appears, for example, in a 1650 woodblock illustration to this chapter, see Seidensticker 1976, p.162.

31

ARTIST UNKNOWN
ILLUSTRATION TO GENJI MONOGATARI (THE TALE OF GENJI),
CHAPTER 23: HATSUNE (THE FRIST WARBLER)

Momoyama period (1573-1615), early 17th century
Ink, colours, gold and lacquer on paper with embossing
26.8 x 22.7cm (10½ x 8 7/8in.)

£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500

The sixteenth-century guide to Genji illustration *Genji monogatari ekotoba* describes this most popular of Genji scenes as follows: 'New Year's Day. Genji goes to the Akashi princess's rooms. Murasaki is there. The princess's page girls . . . are on the forward hill, busying themselves with seedling pines.' In this version, Genji and Lady Murasaki, seen in the foreground, are about to enjoy an *Ise-ebi* (spiny lobster), a traditional New Year delicacy on account of its hunched back, taken to betoken a vigorous old age, and auspicious red colour. See Murase 1983, p.146.

33

ARTIST UNKNOWN
ILLUSTRATION TO GENJI MONOGATARI (THE TALE OF GENJI),
CHAPTER 34: WAKANA NO JŌ (NEW HERBS: PART 1)

Momoyama period (1573-1615), early 17th century
Ink, colours, gold and lacquer on paper with embossing,
framed and glazed.

Overall: 52.5 x 41.8cm (20 5/8 x 16½in.)
Image: approximately 27 x 23cm (10 5/8 x 9in.)

£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500

Tō no Chūjō and Genji's sons and their friends play a game of *kemari* (kickball) in the garden of the Crown Princess's quarters, watched by Genji and his brother Hotaru. Yūgiri, Genji's son, is described as wearing 'a soft white robe lined with red' and this detail has been applied to all the participants in the game. A small cat runs out from the house and Kashiwagi spots the Third Princess in an informal red and lavender robe standing behind the blinds. See Murase 1983, p.200 and Seidensticker 1976, pp.581-583.

32

ARTIST UNKNOWN
ILLUSTRATION TO GENJI MONOGATARI (THE TALE OF GENJI),
CHAPTER 33: FUJI NO URABA (WISTERIA LEAVES)

Momoyama period (1573-1615), early 17th century
Ink, colours, gold and lacquer on paper with embossing

26.8 x 22.7cm (10½ x 8 7/8in.)

£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500

Tō no Chūjō holds a party in honour of Yūgiri, the glamorous son of Genji and his first wife Aoi. Feigning drunkenness, Tō no Chūjō presses Yūgiri to drink more than he is accustomed to. In time Yūgiri too pretends to be too drunk to get home, thus securing an opportunity to pass the night in the company of Tō no Chūjō's daughter Kumoinokari. See Seidensticker 1976, pp.525-527.

34

ARTIST UNKNOWN
ILLUSTRATION TO GENJI MONOGATARI (THE TALE OF GENJI),
CHAPTER 37: YOKOBUE (THE FLUTE)

Momoyama period (1573-1615), early 17th century
Ink, colours, gold and lacquer on paper with embossing,
framed and glazed.

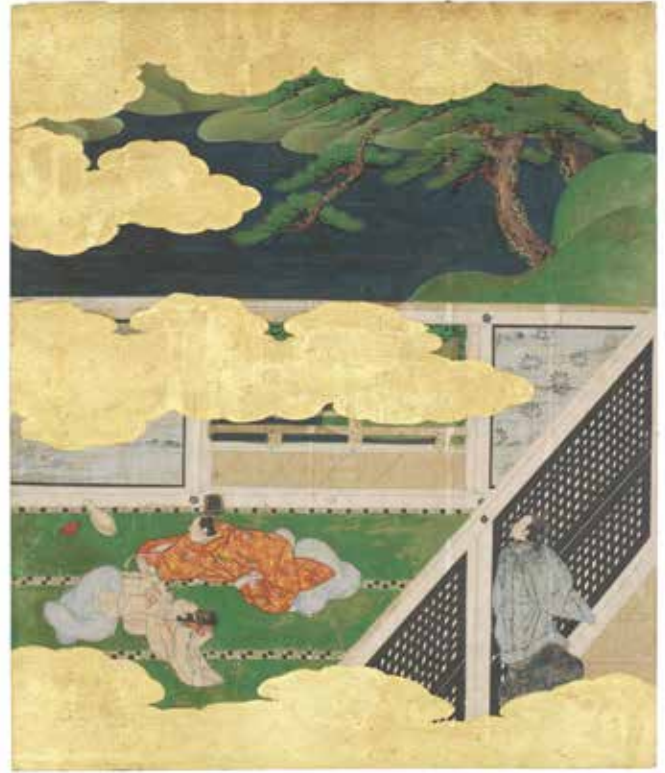
Overall: 52.5 x 41.8cm (20 5/8 x 16½in.)
Image: approximately 27 x 23cm (10 5/8 x 9in.)

£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500

Genji calls on his wife the Third Princess and her baby son Kaoru, thought by the world to be Genji's son but in reality fathered by Kashiwagi, one of his best friends. The little boy is described in the text of Genji monogatari as wearing ' . . . a robe of white gossamer and a red chemise of finely figured Chinese weave . . .' and having 'red and full' lips, see Seidensticker 1976, pp.658-659 and for a black-and-white version of this scene by Tosa Mitsunori (1583-1638) see Akiyama and Taguchi 1999, plate 144 (p.187).



31



32



33



34

35

ARTIST UNKNOWN
ILLUSTRATION TO GENJI MONOGATARI (THE TALE OF GENJI),
CHAPTER 39: YŪGIRI (EVENING MIST)

Momoyama period (1573-1615), early 17th century
Ink, colours, gold and lacquer on paper with embossing,
framed and glazed.

Overall: 52.5 x 41.8cm (20 5/8 x 16 1/2in.)

Image: approximately 27 x 23cm (10 5/8 x 9in.)

£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500

Yūgiri, son of Genji and his first wife Aoi, pays court to the Second Princess at a villa in Ono where she lives in mourning for her recently deceased mother. The young suitor is curtly rebuffed: ' . . . the deer that sought shelter by the garden fences were somber spots among the hues of autumn.' *Genji monogatari ekotoba* insists that Yūgiri holds a fan: ' . . . Yūgiri stands at the corner railing and looks around with his fan raised to his eyes. The deer bay amidst the fields; gentians peer from the brown grasses . . . the roar of the waterfall should be suggested.' See Seidensticker 1976, pp.695-698 and Murase 1983, p.229.

37

ARTIST UNKNOWN
ILLUSTRATION TO GENJI MONOGATARI (THE TALE OF GENJI),
CHAPTER 48: SAWARABI (EARLY FERNS)

Momoyama period (1573-1615), early 17th century
Ink, colours, gold and lacquer on paper with embossing
26.8 x 22.7cm (10 1/2 x 8 7/8in.)

£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500

This and the following lot likely depict two episodes from Chapter 48 of *Genji monogatari*, which narrates events following the tragic death of Princess Ōigimi. Kaoru and Niou arrange for Ōigimi's younger sister Nakanokimi to return to the capital from Uji: 'Niou had taken care of the broader plans and Kaoru of all the small and intimate details.' A 1650 woodblock illustration, like the double album leaf selected by Murase for this episode, includes two porters carrying luggage on poles at the left of the composition, but in this version their place is taken by a group of peasant women in the left middle ground who establish the rustic nature of the journey. See Seidensticker 1976, pp.880-882 and Murase 1983, p.266

36

ARTIST UNKNOWN
ILLUSTRATION TO GENJI MONOGATARI (THE TALE OF GENJI),
CHAPTER 45: HASHIHIME (THE LADY AT THE BRIDGE)

Momoyama period (1573-1615), early 17th century
Ink, colours, gold and lacquer on paper with embossing,
framed and glazed.

Overall: 52.5 x 41.8cm (20 5/8 x 16 1/2in.)

Image: approximately 27 x 23cm (10 5/8 x 9in.)

£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500

Prince Kaoru arrives at Uji with the smallest possible retinue consistent with his rank, to pay court to the Princesses Ōigimi and Nakanokimi, the daughters of Genji's half-brother. 'He could go on horseback and did not have to worry about a boat, since the Prince's villa was on the near side of the Uji River . . . he forbade his outrunners to raise their usual cries.' This group of figures is almost in accordance with the description *Genji monogatari ekotoba*: 'While the Eighth Prince is away in a mountain retreat, Kaoru comes to visit the two princesses at Uji. He is dressed in a casual robe, and is accompanied by one guard.' See Seidensticker 1976, pp.783-784 and Murase 1983, p.252.

38

ARTIST UNKNOWN
ILLUSTRATION TO GENJI MONOGATARI (THE TALE OF GENJI),
CHAPTER 48: SAWARABI (EARLY FERNS)

Momoyama period (1573-1615), early 17th century
Ink, colours, gold and lacquer on paper with embossing,
framed and glazed.

Overall: 52.5 x 41.8cm (20 5/8 x 16 1/2in.)

Image: approximately 27 x 23cm (10 5/8 x 9in.)

£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500

A few hours after the journey depicted in the preceding lot, Nakanokimi reaches Kyoto. According to the the sixteenth-century *Genji monogatari ekotoba*, 'The time is spring and a half moon is out. Nakanokimi arrives at Niou's mansion at night. Niou himself helps her down from the carriage. Many attendants of the Fourth and Fifth ranks are there.' In fact the text of the novel merely refers to an impatient Niou coming out of the mansion. For the possible sources of this design, please see the note to the previous lot.



35



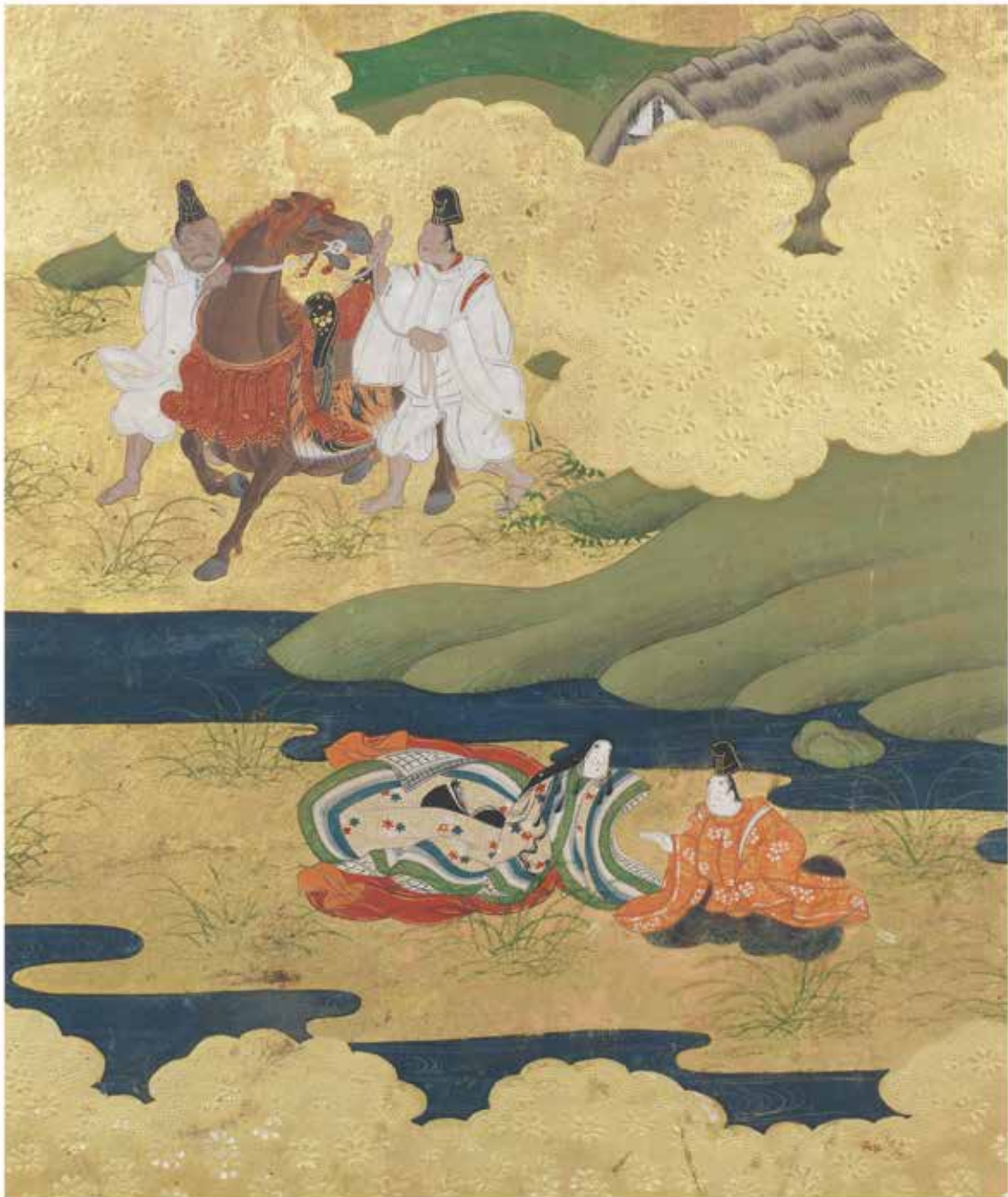
36



37



38



39

ARTIST UNKNOWN

**ILLUSTRATION TO *GENJI MONOGATARI (THE TALE OF GENJI)*,
CHAPTER 51: *UKIFUNE (A BOAT UPON THE WATERS)***

Momoyama period (1573-1615), early 17th century
Ink, colours, gold and lacquer on paper with embossing,
framed and glazed

Overall: 52.5 x 41.8cm (20 5/8 x 16 1/2in.)

Image: approximately 27 x 23cm (10 5/8 x 9in.)

£3,000 - 5,000

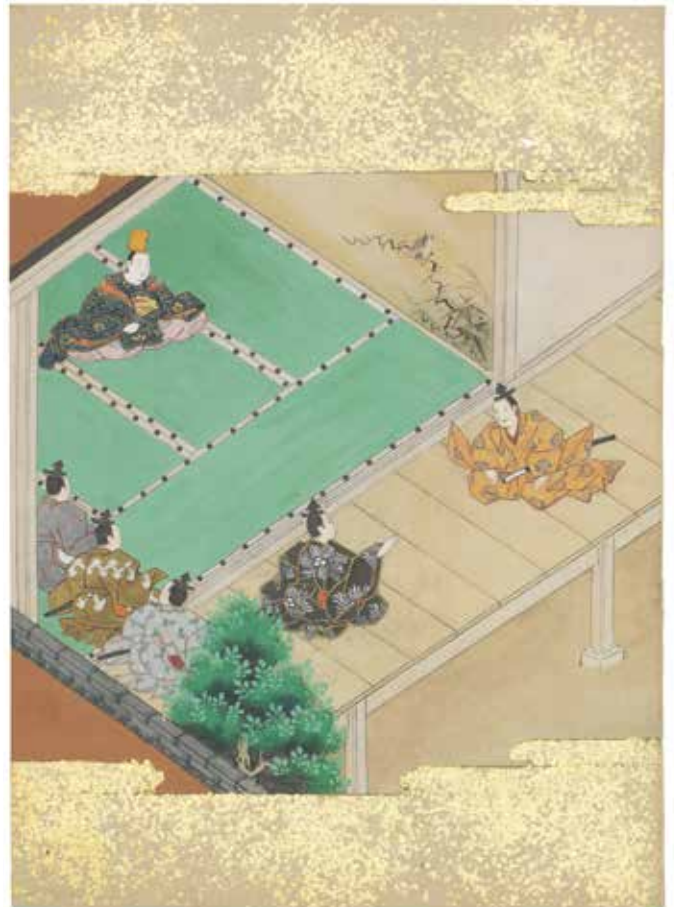
JPY390,000 - 650,000

US\$3,900 - 6,500

During Chapter 51, Ukifune, the half sister of Princess Ōigimi and Nakanokimi, finds herself torn between the attentions of Princes Kaoru and Niou. In an earlier scene described in lot 18, Niou succeeds in taking Ukifune away by boat to a secluded building for a night of passion, but thereafter she falls into a state of suicidal depression. Here, Niou's attendant Tokikata has spread a cloth on the ground for Niou's meeting with Ukifune's maid Jiju; Tokikata stands nearby with Niou's horse and an attendant. For a version of this scene by Sumiyoshi Gukei (1631-1705, see lots 60-73), compare Akiyama and Taguchi 1999, plate 194 (p.237).



40



41

OTHER ALBUM-LEAF ILLUSTRATIONS

ARTIST UNKNOWN, NARA-EHON STYLE A SET OF 20 ILLUSTRATIONS TO *SOGA MONOGATARI* (THE TALE OF THE SOGA BROTHERS)

Sections from handscrolls or hand-illustrated books,
ink, colours and gold on paper
Edo period (1615-1868), late 17th century

Soga monogatari (The Tale of the Soga Brothers) is a much-loved warrior tale of samurai loyalty and retribution that was first written down in the fifteenth century. Revolving around the brothers Jūrō Sukenari and Gorō Tokimune and their 18-year plot to kill Kudō Suketsune, their father's murderer, by the time that the present set was produced the narrative had acquired numerous digressions and subplots, some of them depicted here. Individual scenes have been identified below on the basis of annotation by a previous owner and the translation by Thomas J. Cogan (Cogan 1987).

The leaves are executed in one of the family of related styles usually subsumed under the category of *Nara ehon* (Nara picture books), a term coined in the late 19th century, but as defined by Watson (see below) *Nara ehon* are 'manuscript books of novels and stories . . . illustrated with page-size paintings in style ranging from the crudest imitation of Muromachi scroll-painting to a confident miniaturist manner . . .' The present set corresponds broadly to Watson's Group V, *Tosa-like miniaturist*; among examples he cites are sets of two other famous medieval tales, *Heiji monogatari* and *Hōgen monogatari* (see Watson 1977, pp. 130-131).

40

**ARTIST UNKNOWN, NARA-EHON STYLE
SECTION FROM A SET OF ILLUSTRATIONS TO SOGA
MONOGATARI (THE TALE OF THE SOGA BROTHERS):
BOOK 1 CHAPTER 4, THE DYING SUKETSUGU, FATHER OF
SUKETSUNE, RECEIVES HIS COUSIN THE TREACHEROUS
SUKECHIKA IN AUDIENCE**

Edo period (1615-1868), late 17th century
Ink, colours and gold on paper
23.3 x 16.8cm (9 1/8 x 6 5/8in.)

£800 - 1,200
JPY100,000 - 160,000
US\$1,000 - 1,600

Illustrated on page 41.

41

**ARTIST UNKNOWN, NARA-EHON STYLE
SECTION FROM A SET OF ILLUSTRATIONS TO SOGA
MONOGATARI (THE TALE OF THE SOGA BROTHERS): BOOK
1 CHAPTER 5, SUKETSUNE ARGUES HIS CASE BEFORE THE
MAGISTRATE**

Edo period (1615-1868), late 17th century
Ink, colours and gold on paper
23.3 x 16.8cm (9 1/8 x 6 5/8in.)

£800 - 1,200
JPY100,000 - 160,000
US\$1,000 - 1,600

Illustrated on page 41.

42

**ARTIST UNKNOWN, NARA-EHON STYLE
SECTION FROM A SET OF ILLUSTRATIONS TO SOGA
MONOGATARI (THE TALE OF THE SOGA BROTHERS): BOOK 1
CHAPTER 7, KOTŌDA AND SABURŌ STALK SUKECHIKA**

Edo period (1615-1868), late 17th century
Ink, colours and gold on paper
23.3 x 16.8cm (9 1/8 x 6 5/8in.)

£800 - 1,200
JPY100,000 - 160,000
US\$1,000 - 1,600

43

**ARTIST UNKNOWN, NARA-EHON STYLE
SECTION FROM A SET OF ILLUSTRATIONS TO SOGA
MONOGATARI (THE TALE OF THE SOGA BROTHERS): BOOK
2 CHAPTER 11, MASAKO FLEES FROM YAMAKI INTO THE
MOUNTAINS**

Edo period (1615-1868), late 17th century
Ink, colours and gold on paper
23.3 x 16.8cm (9 1/8 x 6 5/8in.)

£800 - 1,200
JPY100,000 - 160,000
US\$1,000 - 1,600

44

**ARTIST UNKNOWN, NARA-EHON STYLE
SECTION FROM A SET OF ILLUSTRATIONS TO SOGA
MONOGATARI (THE TALE OF THE SOGA BROTHERS): BOOK 3
CHAPTER 5, KAGESUE COULD DO NOTHING BUT WITHDRAW
AND RETURN HOME**

Edo period (1615-1868), late 17th century
Ink, colours and gold on paper
23.3 x 16.8cm (9 1/8 x 6 5/8in.)

£800 - 1,200
JPY100,000 - 160,000
US\$1,000 - 1,600

45

**ARTIST UNKNOWN, NARA-EHON STYLE
SECTION FROM A SET OF ILLUSTRATIONS TO SOGA
MONOGATARI (THE TALE OF THE SOGA BROTHERS): BOOK
4 CHAPTER 4, SUKETSUNE MAKES A GIFT OF A SWORD TO
HAKŌ**

Edo period (1615-1868), late 17th century
Ink, colours and gold on paper
23.3 x 16.8cm (9 1/8 x 6 5/8in.)

£800 - 1,200
JPY100,000 - 160,000
US\$1,000 - 1,600

46

**ARTIST UNKNOWN, NARA-EHON STYLE
SECTION FROM A SET OF ILLUSTRATIONS TO SOGA
MONOGATARI (THE TALE OF THE SOGA BROTHERS): BOOK 5
CHAPTER 1, YORITOMO PROPOSES A HUNT ON THE ASAMA
PLAIN**

Edo period (1615-1868), late 17th century
Ink, colours and gold on paper
23.3 x 16.8cm (9 1/8 x 6 5/8in.)

£800 - 1,200
JPY100,000 - 160,000
US\$1,000 - 1,600

Illustrated on page 44.

47

**ARTIST UNKNOWN, NARA-EHON STYLE
SECTION FROM A SET OF ILLUSTRATIONS TO SOGA
MONOGATARI (THE TALE OF THE SOGA BROTHERS):
BOOK 5 CHAPTER 7, JŪRŌ AND GORŌ ASK FOR YOICHI'S
ASSISTANCE**

Edo period (1615-1868), late 17th century
Ink, colours and gold on paper
23.3 x 16.8cm (9 1/8 x 6 5/8in.)

£800 - 1,200
JPY100,000 - 160,000
US\$1,000 - 1,600

Illustrated on page 44.



42



43



44



45



46

48
ARTIST UNKNOWN, NARA-EHON STYLE
SECTION FROM A SET OF ILLUSTRATIONS TO SOGA
MONOGATARI (THE TALE OF THE SOGA BROTHERS): BOOK 5
CHAPTER 8, JŪRŌ AND GORŌ ON THEIR WAY HOME FROM
MIURA; JŪRŌ DECIDES TO MAKE A DETOUR TO ŌISO TO SEE
TORA

Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper
 23.3 x 16.8cm (9 1/8 x 6 5/8in.)

£800 - 1,200
 JPY100,000 - 160,000
 US\$1,000 - 1,600

49
ARTIST UNKNOWN, NARA-EHON STYLE
SECTION FROM A SET OF ILLUSTRATIONS TO SOGA
MONOGATARI (THE TALE OF THE SOGA BROTHERS): BOOK 6
CHAPTER 1, ONCE HE SET OUT FOR MOUNT FUJI JŪRŌ
THOUGHT HE MIGHT NEVER SEE TORA AGAIN SO HE MADE A
DETOUR TO ŌISO TO BID HER FAREWELL

Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper
 23.3 x 16.8cm (9 1/8 x 6 5/8in.)

£800 - 1,200
 JPY100,000 - 160,000
 US\$1,000 - 1,600



47

50
ARTIST UNKNOWN, NARA-EHON STYLE
SECTION FROM A SET OF ILLUSTRATIONS TO SOGA
MONOGATARI (THE TALE OF THE SOGA BROTHERS): BOOK 6
CHAPTER 4, GORŌ AND JŪRŌ RECEIVE A BLESSING BEFORE
THEY SET OFF TO SEEK THEIR REVENGE

Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper
 23.3 x 16.8cm (9 1/8 x 6 5/8in.)

£800 - 1,200
 JPY100,000 - 160,000
 US\$1,000 - 1,600

51
ARTIST UNKNOWN, NARA-EHON STYLE
SECTION FROM A SET OF ILLUSTRATIONS TO SOGA
MONOGATARI (THE TALE OF THE SOGA BROTHERS): BOOK 6
CHAPTER 5, DŌSABURŌ BIDS FAREWELL TO TORA

Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper
 23.3 x 16.8cm (9 1/8 x 6 5/8in.)

£800 - 1,200
 JPY100,000 - 160,000
 US\$1,000 - 1,600



48



49



50



51



52

52
ARTIST UNKNOWN, NARA-EHON STYLE
SECTION FROM A SET OF ILLUSTRATIONS TO SOGA
MONOGATARI (THE TALE OF THE SOGA BROTHERS):
BOOK 8 CHAPTER 2, GORŌ AND JŪRŌ PRAY TO THE
GOD OF MISHIMA

Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper
 23.3 x 16.8cm (9 1/8 x 6 5/8in.)

£800 - 1,200
 JPY100,000 - 160,000
 US\$1,000 - 1,600



53

54
ARTIST UNKNOWN, NARA-EHON STYLE
SECTION FROM A SET OF ILLUSTRATIONS TO SOGA
MONOGATARI (THE TALE OF THE SOGA BROTHERS):
BOOK 8, ARCHER AND DEER DURING THE HUNT BENEATH
MOUNT FUJI

Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper
 23.3 x 16.8cm (9 1/8 x 6 5/8in.)

£800 - 1,200
 JPY100,000 - 160,000
 US\$1,000 - 1,600

53
ARTIST UNKNOWN, NARA-EHON STYLE
SECTION FROM A SET OF ILLUSTRATIONS TO SOGA
MONOGATARI (THE TALE OF THE SOGA BROTHERS): BOOK 8
CHAPTER 3, THE PLAIN BENEATH MOUNT FUJI

Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper
 23.3 x 16.8cm (9 1/8 x 6 5/8in.)

£800 - 1,200
 JPY100,000 - 160,000
 US\$1,000 - 1,600

55
ARTIST UNKNOWN, NARA-EHON STYLE
SECTION FROM A SET OF ILLUSTRATIONS TO SOGA
MONOGATARI (THE TALE OF THE SOGA BROTHERS): BOOK 9
CHAPTER 1, GORŌ AND JŪRŌ VISIT YOSHIMORI

Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper
 23.3 x 16.8cm (9 1/8 x 6 5/8in.)

£800 - 1,200
 JPY100,000 - 160,000
 US\$1,000 - 1,600



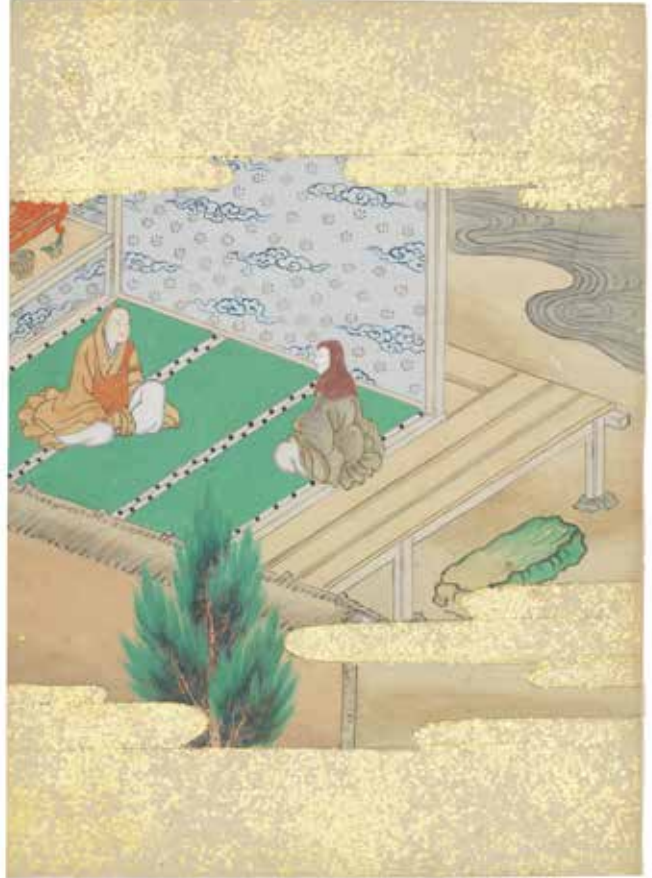
54



55



56



57



58

56
ARTIST UNKNOWN, NARA-EHON STYLE
SECTION FROM A SET OF ILLUSTRATIONS TO SOGA
MONOGATARI (THE TALE OF THE SOGA BROTHERS): BOOK 11
CHAPTER 5, 'THE WIDOW'S MITE'

Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper
 23.3 x 16.8cm (9 1/8 x 6 5/8in.)

£800 - 1,200
 JPY100,000 - 160,000
 US\$1,000 - 1,600

Illustrated on page 47.

57
ARTIST UNKNOWN, NARA-EHON STYLE
SECTION FROM A SET OF ILLUSTRATIONS TO SOGA
MONOGATARI (THE TALE OF THE SOGA BROTHERS): BOOK
12 CHAPTER 5, TORA AND SHŌSHŌ VISIT SAINT HŌNEN AND
CONVERT TO THE PURE LAND SECT

Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper
 23.3 x 16.8cm (9 1/8 x 6 5/8in.)

£800 - 1,200
 JPY100,000 - 160,000
 US\$1,000 - 1,600

Illustrated on page 47.



59

58
ARTIST UNKNOWN, NARA-EHON STYLE
SECTION FROM A SET OF ILLUSTRATIONS TO SOGA
MONOGATARI (THE TALE OF THE SOGA BROTHERS): BOOK
12 CHAPTER 6, JŪRŌ'S MOTHER AND SISTER HEAR TORA
CHANTING NAMU AMIDA BUTSU IN THE DISTANCE

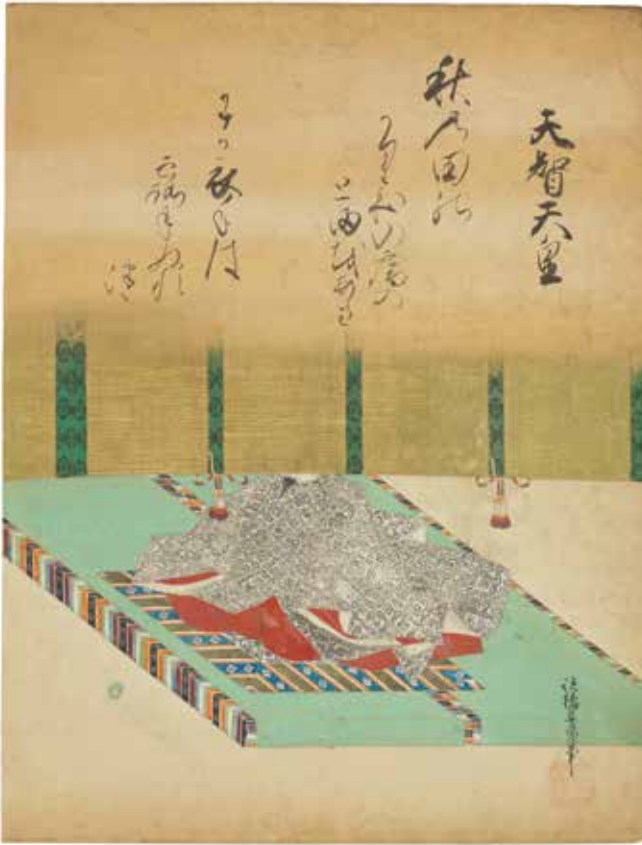
Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper
 23.3 x 16.8cm (9 1/8 x 6 5/8in.)

£800 - 1,200
 JPY100,000 - 160,000
 US\$1,000 - 1,600

59
ARTIST UNKNOWN, NARA-EHON STYLE
SECTION FROM A SET OF ILLUSTRATIONS TO SOGA
MONOGATARI (THE TALE OF THE SOGA BROTHERS): BOOK 12
CHAPTER 8, TORA USHERS IN THE VISITORS

Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper
 23.3 x 16.8cm (9 1/8 x 6 5/8in.)

£800 - 1,200
 JPY100,000 - 160,000
 US\$1,000 - 1,600



60



61

SUMIYOSHI GUKEI (1631-1705)
14 LEAVES FROM AN ALBUM OF THE
HUNDRED POETS

Edo period (1615-1868), late 17th century
 Album leaves, ink, colours and gold on paper; the covers of silk and gold-thread brocade and endpapers of dyed paper decorated with gold and silver, affixed with the bookplate of Stanley Thornton Reeve (offered with lot 60)

The first signed *Hokkyō Gukei hitsu* 法橋具慶筆 (Brush of Sumiyoshi Gukei)

Each approximately 26.6 x 20.3cm (10½ x 8in.)

Sumiyoshi Gukei's father Jokei (1599-1670) is thought to have been born into the Tosa family (see the introduction to lot 17) in Kyoto but later established an independent atelier in Edo. His son Gukei painted in a style that combines brilliant Tosa-style colours with ink brush work more reminiscent of the Kano academy (see lot 1). For a set of the 36 Great Poets in the Chester Beatty Library, Dublin, by the same artist and dated to the Kanbun era (1661-1673) see Hirayama and Kobayashi 1993, cat. no.45.

60
SUMIYOSHI GUKEI (1631-1705)
ALBUM LEAF FROM A SET OF THE HUNDRED POETS:
1, TENCHI TENNŌ (TENCHI, 38TH EMPEROR OF JAPAN)

Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper
 Signed *Hokkyō Gukei hitsu* 法橋具慶筆 (Brush of Sumiyoshi Gukei). (3).

£2,000 - 3,000
 JPY260,000 - 390,000
 US\$2,600 - 3,900

Offered with the album's covers of silk and gold-thread brocade and endpapers of dyed paper decorated with gold and silver, affixed with the bookplate of Stanley Thornton Reeve

61
SUMIYOSHI GUKEI (1631-1705)
ALBUM LEAF FROM A SET OF THE HUNDRED POETS:
3, KAKINOMOTO NO HITOMARO

Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper

£2,000 - 3,000
 JPY260,000 - 390,000
 US\$2,600 - 3,900



62

62
SUMIYOSHI GUKEI (1631-1705)
ALBUM LEAF FROM A SET OF THE HUNDRED POETS:
10, SEMIMARU

Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper

£2,000 - 3,000
 JPY260,000 - 390,000
 US\$2,600 - 3,900



63

63
SUMIYOSHI GUKEI (1631-1705)
ALBUM LEAF FROM A SET OF THE HUNDRED POETS:
30, MIBU NO TADAMINE

Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper

£2,000 - 3,000
 JPY260,000 - 390,000
 US\$2,600 - 3,900

64
SUMIYOSHI GUKEI (1631-1705)
ALBUM LEAF FROM A SET OF THE HUNDRED POETS:
21, SOSEI HŌSHI

Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper

£2,000 - 3,000
 JPY260,000 - 390,000
 US\$2,600 - 3,900

65
SUMIYOSHI GUKEI (1631-1705)
ALBUM LEAF FROM A SET OF THE HUNDRED POETS:
47, EGYŌ HŌSHI

Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper

£2,000 - 3,000
 JPY260,000 - 390,000
 US\$2,600 - 3,900

66
SUMIYOSHI GUKEI (1631-1705)
ALBUM LEAF FROM A SET OF THE HUNDRED POETS:
29, OSHIKŌCHI NO MITSUNE

Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper, glazed and double framed
 Overall 48 x 41.5cm (18 7/8 x 16 3/8in.)

£2,000 - 3,000
 JPY260,000 - 390,000
 US\$2,600 - 3,900

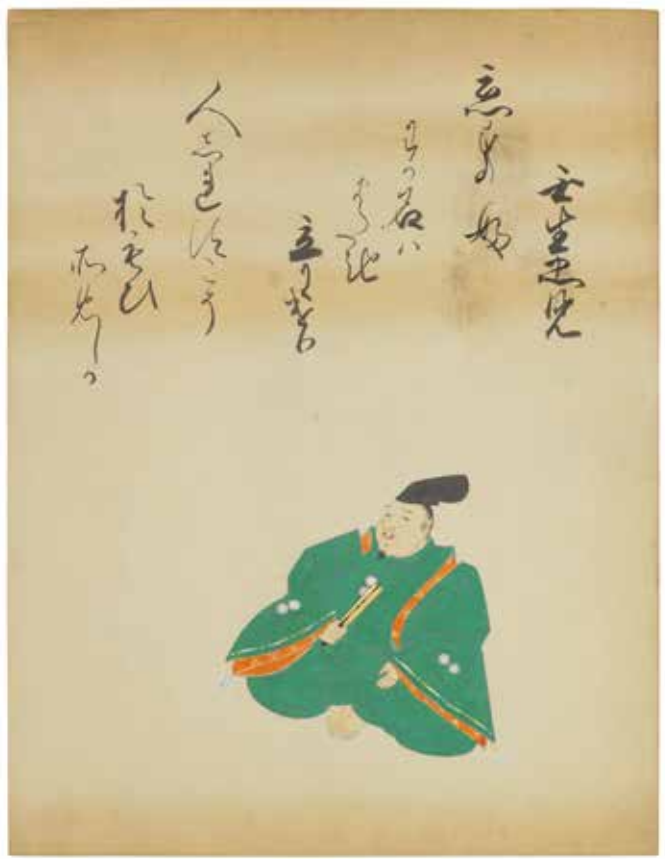
67
SUMIYOSHI GUKEI (1631-1705)
ALBUM LEAF FROM A SET OF THE HUNDRED POETS:
48, MINAMOTO NO SHIGEYUKI

Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper

£2,000 - 3,000
 JPY260,000 - 390,000
 US\$2,600 - 3,900



64



65



66



67



68

68
SUMIYOSHI GUKEI (1631-1705)
ALBUM LEAF FROM A SET OF THE HUNDRED POETS:
63, SAKYŌ NO DAIBU MICHIMASA
 Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper

£2,000 - 3,000
 JPY260,000 - 390,000
 US\$2,600 - 3,900



69

71
SUMIYOSHI GUKEI (1631-1705)
ALBUM LEAF FROM A SET OF THE HUNDRED POETS:
82, DŌIN HŌSHI
 Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper

£2,000 - 3,000
 JPY260,000 - 390,000
 US\$2,600 - 3,900

69
SUMIYOSHI GUKEI (1631-1705)
ALBUM LEAF FROM A SET OF THE HUNDRED POETS:
70, RYŌZEN HŌSHI
 Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper

£2,000 - 3,000
 JPY260,000 - 390,000
 US\$2,600 - 3,900

72
SUMIYOSHI GUKEI (1631-1705)
ALBUM LEAF FROM A SET OF THE HUNDRED POETS:
86, SAIGYŌ HŌSHI
 Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper

£2,000 - 3,000
 JPY260,000 - 390,000
 US\$2,600 - 3,900

70
SUMIYOSHI GUKEI (1631-1705)
ALBUM LEAF FROM A SET OF THE HUNDRED POETS:
71, DAINAGON TSUNENOBU
 Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper

£2,000 - 3,000
 JPY260,000 - 390,000
 US\$2,600 - 3,900

73
SUMIYOSHI GUKEI (1631-1705)
ALBUM LEAF FROM A SET OF THE HUNDRED POETS:
99, GOTŌBA-IN (GOTŌBA, 82ND EMPEROR OF JAPAN)
 Edo period (1615-1868), late 17th century
 Ink, colours and gold on paper

£2,000 - 3,000
 JPY260,000 - 390,000
 US\$2,600 - 3,900



70



71



72



73



ZEN CALLIGRAPHY AND PAINTINGS

74

ATTRIBUTED TO SHŌKADŌ SHŌJŌ 松花堂昭乘 (1582-1639)
AND TAKUAN SŌHŌ 沢庵宗彭 (1573-1645)

WALKING HOTEI AND CALLIGRAPHY

Momoyama (1573-1615) or Edo (1615-1868) period,
 early 16th century

Takejiku (hanging scroll), ink on paper in silk mounts, depicting Hotei with his fan, staff, and treasure sack, with a 32-character poem (see below); lacquered wood *jiku* (roller ends)

With two seals, the first reading *Shōjō-ō* 惺々翁, the poem signed *Takuan Sōrandō* 澤庵叟乱道 (Takuan, Old Man on a Rough Track) with seals *Shūhō* 宗彭 and *Takuan* 沢庵

Overall: 182 x 46cm (71 5/8 x 18 1/8in.)

Image: 100 x 29.2cm (39 3/8 x 11 1/2in.) (3).

£15,000 - 20,000

JPY2,000,000 - 2,600,000

US\$19,000 - 26,000

Provenance

Yasuda Chikusō 安田竹莊 (1807-1871), scholar and pioneer of vaccination

Published

Tōkyō Bijutsu Kurabu 東京美術倶楽部 (Tokyo Art Club), *Chikusōkyō zōhin nyūsatsu* 竹莊居藏品入札 (Auction of Works from the Chikusōkyō Collection), sale catalogue (6 April 1939), Tokyo, Tōkyō Bijutsusha, 1939, lot 6

Inner wood *tomobako* (storage box) inscribed outside *Hotei zu ga Shōkadō san Takuan ippuku* 布袋圖 畫松花堂 讚澤菴 一幅 (One scroll of Hotei, painting by Shōkadō, inscription by Takuan); outer lacquered wood *tomobako* (storage box) inscribed outside *Hotei zu* 布袋圖 (Picture of Hotei)

For a similar calligraphy by Takuan, accompanying one of his own poems, see Rosenfield 1999, cat. no.32.

The poem might be translated: *Carrying his sack on a long stick he brushes away the clouds with his fan / Step by step he makes his way, making no distinction between right and wrong / Laughing he forgets himself, his eyes show no sign of rational thought / He sees what is not seen and hears what is not heard / He roams in the Great Nothingness, deceiving the Great Goddess*

75

MOKUAN SHŌTŌ 木庵性瑠 (1611-1684)

CALLIGRAPHY: KYAKU KITARITE, CHA WA MASA NI SAKE NARI 客來茶正酒 (WHEN A GUEST ARRIVES, TEA SERVES AS WINE)

Edo period (1615-1868), mid-late 17th century

Kekejiku (hanging scroll), ink on paper in silk mounts; polished wood *jiku* (roller ends)

Signed *Ōbaku Mokuan sho* 黄檗木庵書 (Written by Mokuan of Ōbaku) with seals at top right *Rinzai Seishū* 臨濟正宗 (The true Rinzai line) and at bottom left *Mokuan tō in* 木庵瑠印 (Seal of Mokuan tō) and *Shōbō Eishō* 正法永昌

Overall: 199 x 46cm (78 3/8 x 18 1/8in.)

Image: 136 x 38.5cm (53 1/2 x 15 1/8in.) (4).

£6,000 - 8,000

JPY780,000 - 1,000,000

US\$7,800 - 10,000

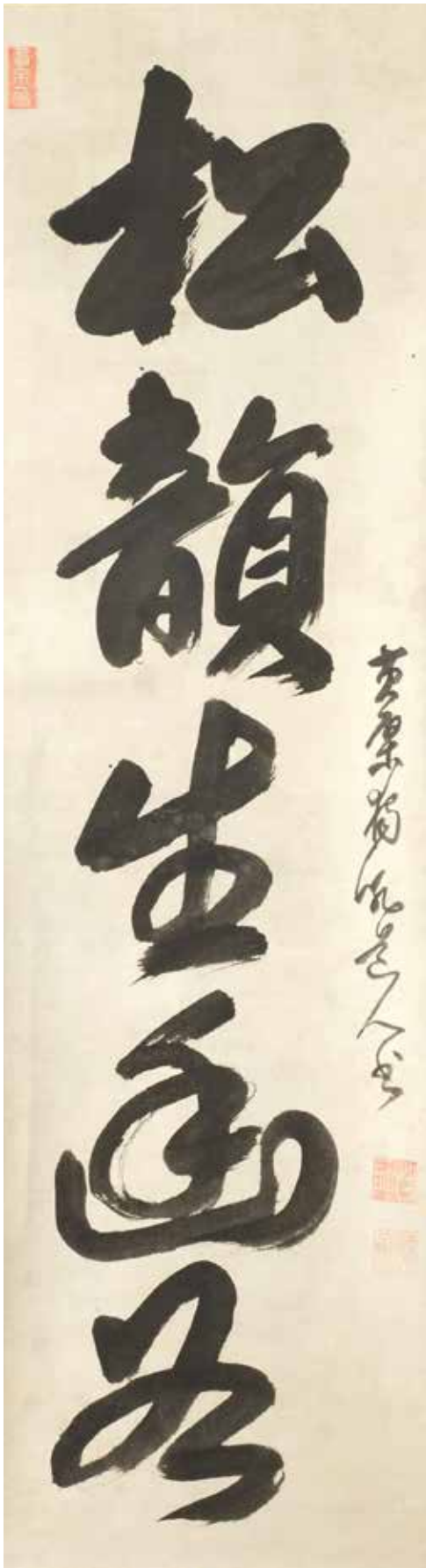
Inner wood *tomobako* (storage box) inscribed outside *Mokuan Oshō ichigyōmono* 木庵和尚一行物 (Single-line calligraphy by Priest Mokuan); modern outer lacquered wood storage box

With brush-written certificate dated 19 January 1954 to the effect that the scroll was shown at an exhibition of temple treasures seen by Hayashi Gishō, Superior of the Shōrin'in sub-temple, who judged it to be a true work of Mokuan.

The meaning of this text is that while it would be usual to serve rice wine to visitors, since Zen monks are forbidden alcohol, tea must serve as wine.

A native of China's Fujian Province, Mokuan Shōtō (Chinese name Muan Xingtao) came to Japan in 1655 at the request of Ingen, founder of the Ōbaku sect in Japan. After serving for several years in the Chinese community at Nagasaki, he joined Ingen in 1664 and directed the construction of the Manpukuji Temple at Uji from then until 1679, as well as frequently visiting Edo where he established another important temple, the Zuishōji, and received generous patronage from the shogun Tokugawa Ietsuna. See Baroni 2000, pp.58-61.





76

DOKKU SHŌSHI 獨吼性獅 (1624-1688)

**CALLIGRAPHY: SHŌIN YŪKOKU YORI SHŌZU 松韻生幽谷
(THE SOUND OF PINES RISES FROM A DARK VALLEY)**

Edo period (1615-1868), mid-late 17th century

Kakejiku (hanging scroll), ink on paper in silk mounts;

lacquered wood *jiku* (roller ends)

Signed *Ōbaku Dokku Dōjin sho* 黄檗獨吼道人書 (Written by Dokku Dōjin of Ōbaku) with seals at top left *Seirai ichimyaku* 西來一脈 (A single tradition from the West) and at bottom right *Shōshi* 性師 and *Dokku* 独吼

Overall: 201.3 x 45cm (79¼ x 17¾in.)

Image: 128 x 36.5cm (50 3/8 x 14 3/8in.) (2).

£6,000 - 8,000

JPY780,000 - 1,000,000

US\$7,800 - 10,000

The box inscribed *Ōbaku Kanshōin kaizan Dokku Shōshi zenji sho* 黄檗漢松院開山獨吼性獅禪師書 (Calligraphy by Priest Dokku Shōshi, founder of the Kanshōin sub-temple at Ōbaku)

A native of Fujian Province in China, in 1643 Dokku Shōshi became a disciple of Ingen, accompanying him to Japan in 1654 and becoming Abbot of the Manpukuji Temple at Uji in 1662.

77

KŌSEN SHŌTON 高泉性激 (1633-1695)

CALLIGRAPHY: SEIZAN HARU RŌSEZU 青山不老春
(IN THE VERDANT MOUNTAINS SPRING GROWS NOT OLD)

Edo period (1615-1868), late 17th century
Kakejiku (hanging scroll), ink on paper in silk mounts;
wood jiku (roller ends)

Signed *Ōbaku Kōsen sho* 黄檗高泉書 (Written by Ōbaku Kōsen) with seals at top right *Rinzai seishū* 臨濟正宗 (The true Rinzai line) and at bottom left *ichiji Kōsen* 一字高泉 and *Shōton no in* 性激之印
Overall: 214 x 34.8cm (84¼ x 13¾in.)
Image: 129.5 x 27cm (51 x 10 5/8in.) (2).

£6,000 - 8,000

JPY780,000 - 1,000,000

US\$7,800 - 10,000

With wood *tomobako* storage box inscribed outside *Ōbaku Kōsen zenji sho goji chōjō* 黄檗高泉禪師書五字長條 (A long scroll with a calligraphy in five characters by Zen Master Kōsen of Ōbaku), inscribed inside *Shōwa kanoto-mi toshi shimotsuki shomikka Ōbaku Hōrin shujin Kyōan dai* 昭和辛巳年霜月初三日 黄檗法林主人曉庵題 (Inscribed by Kyōan, master of the Zen community at Ōbaku on 3 November 1941) and *Goun Seizan haru rōsezu* 語云青山不老春 (The text reads 'In the verdant mountains spring grows not old') with seals *Fukusan no in* 福山之印 (Seal of Fukusan) and *Kyōan* 曉庵

For biographical information regarding Kōsen Shōton, please refer to lot 78.



KŌSEN SHŌTON 高泉性激 (1633-1695), **MOKUAN SHŌTŌ** 木庵性瑠 (1611-1684), AND **NANGAKU ETSUZAN** 南岳悦山 (1629-1709) **THREE CALLIGRAPHIES, RIGHT TO LEFT: IKKA GOYŌ NI HIRAKU** 一華開五葉 (ONE BLOSSOM OPENS INTO FIVE PETALS); **SHOSO DARUMA DAISHI** 初祖達磨大師 (GRAND MASTER BODHIDHARMA, THE FIRST PATRIARCH); **KEKKA SHIZEN NI NARU** 結果自然成 (FRUIT SETS NATURALLY ON THE STEM)

Edo period (1615-1868), 17th century

Three *kakejiku* (hanging scrolls), ink on paper in silk mounts; wood *jiku* (roller ends)

Signed respectively, right to left: *Ōbaku Kōsen sho* 黄檗高泉書 (Written by Kōsen of Ōbaku), with seals at top left *Rinzai seishū* 臨濟正宗 (The true Rinzai line) and at bottom right *Ichiji Kōsen* 一字高泉 and *Shōton in* 性激印; *Ōbaku Mokuan sho* 黄檗木庵書 (Written by Mokuan of Ōbaku) with seals at top right *Hōgai gakushi* 方外學士 and at bottom left *Shaku Shōtō in* 釈性瑠印 (Seal of Sakyamuni Shōtō) and *Mokuan-shi* 木庵氏; *Ōbaku Etsuzan sho* 黄檗悦山書 (Written by Etsuzan of Ōbaku) with seals at top right *Rinzai seishū* 臨濟正宗 (The true Rinzai line) and at bottom left *Etsuzan-shi* 悦山氏 and *Jifuku shujin* 慈福主人. Each overall: 201.3 x 43.5cm (79¼ x 17 1/8in.)
Image: 132.2 x 28cm (52 x 11in.) (4).

£15,000 - 20,000

JPY2,000,000 - 2,600,000

US\$19,000 - 26,000

With wood *tomobako* storage box inscribed outside *Migi Kōsen Oshō hitsu naka Mokuan Oshō hitsu hidari Etsuzan Oshō hitsu sanpukutsui* 右 高泉和尚筆 中 木庵和尚筆 左 悦山和尚筆 三幅对 (Three scrolls: Right brushed by Priest Kōsen, middle brushed by Priest Mokuan, left brushed by Priest Etsuzan)

The last fully qualified Ōbaku master of Chinese origin, Kōsen travelled to Japan in 1661 and eventually served as abbot of Manpukuji. For Mokuan Shōtō, please refer to lot 75. Nangaku Etsuzan was born in Fujian Province, China and entered the priesthood in 1651, travelled in 1657 to Nagasaki where he met Mokuan for the first time. He attempted to return home the following year, but was persuaded to stay and in 1660 was granted an audience by Ingen, the founder of the Ōbaku sect in Japan. After a series of monastic appointments, in 1673 Etsuzan was ordered by Mokuan to go to Osaka and oversee the construction of a new temple. In 1684 he was present at Mokuan's death, and in 1705 he succeeded as seventh master. He was a celebrated calligrapher, noted for his skill in both the formal *kaisho* style and the semi-cursive *gyōsho* style, as here. 2000, pp.64-65 and Ōbaku 1972, pp.66-69, 78-81.





79

HAKUIN EKAKU 白隠慧鶴 (1685-1768)

HOTEI

Edo period (1615-1868), mid-18th century

Kakejiku (hanging scroll), ink on paper in silk mounts, depicting a smiling Hotei, his sack in his left hand and a lotus flower in his right, with an inscription to the left; wood *jiku* (roller ends)

With seals at top right *Rinzai Seishū* 臨濟正宗 (The true Rinzai line) and at left *Hakuin* 白隠 and *Ekaku no in* 慧鶴之印 (seal of Ekaku)

Inscribed *O-tennō no matsuri ja hayase kodomo waiwai to hayase*
 お天皇のまつりじゃはやせ子どもワひろひとはやせ (It's the Heaven King Festival - sing and dance, children, don't hold back, sing and dance)

With wood *tomobako* (storage box) inscribed outside *Hakuin zenji Hotei oshō gasan O-tennō no* 白隠禪師布袋和尚画讃 お天王の (The priest Hotei painted and inscribed by Zen master Hakuin, the Heaven King)

Overall: 132 x 70.5cm (52 x 27 3/8in.)

Image: 52.9 x 34.5cm (20 7/8 x 13 5/8in.) (2).

£3,000 - 5,000

JPY390,000 - 650,000

US\$3,900 - 6,500

Born in Suruga Province, Hakuin entered the Shōinji Temple in Hara, Suruga Province (on the Tōkaidō Road) which remained his base throughout much of his life, although he served as abbot of a number of temples elsewhere. Apart from his leading role in the world of Edo-Period Zen painting, Hakuin is also credited with the spiritual and organisational revival of the Rinzai branch of Zen.

Hotei ('Cloth Bag'), the jolly wandering Chinese monk, was one of Hakuin's favourite subjects. Originally believed to be a manifestation of Miroku, the Buddha of the future who is destined to be reborn 5,670,000,000 years after the death of the historical Buddha, Hotei became associated in popular belief during the Edo period with wealth and good fortune, and is generally shown carrying a sack of treasure. In Hakuin's art, he stands in part for Hakuin himself and in part for Everyman, with all his foibles and virtues. Here Hotei/Hakuin also bears a lotus flower, emblematic of the purity of Buddhist teaching despite its origins in the mud and dirt of the everyday, phenomenal world.

80

GÖCHŌ 豪潮 (1739-1835)

CALLIGRAPHY: HŌKAI EN NI TOKERU 法界圓融 (THE WORLD OF THE LAW BLENDS TO FORM A SEAMLESS WHOLE)

Edo period (1615-1868), late 18th-early 19th century
Kekejiku (hanging scroll), ink on paper in paper mounts;
wood *jiku* (roller ends)

With a signature possibly reading *Juan Sanjin sho* 壽安山人書 (Written by Juan Sanjin) and with seals at top left *Daiichigi* 第一義 (The first principle) and at bottom right *Hachimanyosen bonnō no shujin* 八千四千煩惱主人 (Master of the 84,000 worldly desires)

With wood *tomobako* (storage box) inscribed outside *Gōchō Risshi shiji ichigyō* 豪潮律師 四字一行 (A line of four characters by Gōchō Risshi)

Overall: 193 x 46.5cm (76 x 18¼in.)

Image: 108 x 31cm (42.5 x 12¼in.) (2).

£2,000 - 3,000

JPY260,000 - 390,000

US\$2,600 - 3,900

The second son of a Shinshū-sect monk who served as abbot of the Senkōji Temple in Higo Province (Kyushu), Gōchō was sent at the age of seven to the Tendai-sect Reigenji Temple, where he stayed until 1763. He was eventually admitted to the headquarters of Tendai Buddhism on Mount Hiei just outside Kyoto, where he received instruction from the venerated monk Gōjō. In 1767 he was given the name Gōchō and later achieved the rank of *Risshi* (Superintendent) by which he became known; see Addiss 1989, pp.167-175. For other works by Gōchō see Awakawa 1970, cat. nos. 129-131 and Stevens and Yelen 1990, cat. no. 29.





81

**ATTRIBUTED TO KŌGAN GENGEI 弘岩玄猊 (1748-1821)
LOTUS AND SWALLOW**

Edo period (1615-1868), late 18th-early 19th century
Kakejiku (hanging scroll), ink on paper in silk mounts, depicting a swallow perched on a lotus pod alongside a lotus blossom and leaf, with an inscription (see below); wood *jiku* (roller ends)

Sealed at bottom right *Honseishi* 本生子

Inscribed *Seifū kesa ike ni tsuyoku kaoru* 清風今朝池強香 (This morning the pure wind blows a powerful fragrance over the pond) with a worn and unread seal above, and below a seal in the form of a monk's alms bowl marked with a stylised version of the character *yama* 山 (mountain)

With wood *tomobako* (storage box) labelled *Kōgan Gengei hasu ni tsubame* 弘巖玄猊蓮に燕 (Kōgan Gengei, lotus and swallow) with a seal *Rakujin*

*Overall: 191.5 x 58.3cm (75 3/8 x 23in.)
Image: 106 x 51cm (41 1/4 x 20 1/8in.) (2).*

**£2,000 - 3,000
JPY260,000 - 390,000
US\$2,600 - 3,900**

A native of Echigo Province, Kōgan Gengei entered the Kankōji Temple at the age of 17. He later travelled extensively, studying for a time under Hakuin Ekaku (see lot 79). In 1784 he became the 21st abbot of the Kōgenji Temple in Tanba Province. For biographical details and other works by this artist see Awakawa 1970, cat. nos. 101-103 and p.177, and Stevens and Yelen 1990, cat. nos. 21 and 30.

82 ^YΦ

**TŌREI ENJI 東嶺円慈 (1721-1792)
CASSIA STAFF AND CALLIGRAPHY**

Edo period (1615-1868), mid-late 18th century
Kakejiku (hanging scroll), ink on paper in silk mounts, depicting a staff of cassia wood with an inscription (see below); ivory *jiku* (roller ends)

Signed *Tōrei sho* 東嶺書 (Written by Tōrei), with a *kaō* and seals at top right worn but partially legible as *Katen* 嘉天 (Praise Heaven) and at bottom left *Tōrei* 東嶺, with another seal partially obscured by the signature

Inscribed *Yamagata no keijōshi bihaku seizan o menzen ni moteasobu* 山形桂杖子美白清山面前弄 (Holding my mountain-shaped cassia staff, I enjoy the pure and beautiful peaks before my eyes)

With wood *tomobako* (storage box) inscribed outside *Tōrei Zenji yamagata keijōshi zusan* 東嶺禪師山形桂杖子圖贊 (Painting and calligraphy on the mountain-shaped cassia staff by Zen master Tōrei); the inside with an inscription dated *Shōwa mizunoe-saru* 昭和壬申 (1932)
*Overall: 194.5 x 34.5cm (76 1/2 x 13 5/8in.)
Image: 119.6 x 27.5cm (47 1/8 x 10 7/8in.) (2).*

**£5,000 - 8,000
JPY650,000 - 1,000,000
US\$6,500 - 10,000**

Born in Omi Province, Tōrei entered monastic life at age nine and became a priest of the Rinzai sect. At 23 he visited Hakuin (see lot 79) at Shōinji Temple, staying to become his most renowned pupil, and then went on to found Ryūtakuji Temple in Izu Province, finally spending the last years of his life at Reisenji in Mito. In his paintings and calligraphies, which are often in horizontal format, he made great use of symbolism, particularly of the *ensō* (circle). For other works and biographical information see Awakawa 1970, cat. nos. 90-92 and p.184, Stevens and Yelen 1990, cat. nos. 72 and 95, and Addiss 2010, pp.229-240.



82



83

TÔREI ENJI 東嶺円慈 (1721-1792)
HÔJU (JEWEL OF THE LAW)

Edo period (1615-1868), mid-late 18th century
Kakejiku (hanging scroll), ink on paper in silk mounts, depicting a flaming *hōju* (Buddhist jewel), with an eight-character inscription *Atai sunawachi sanzen daisen sekai* 値即三千大千世界 (Its value is three thousand great thousand worlds); wood *jiku* (roller ends)

Signed *Tōrei ga* 東嶺画 (Painted by Tōrei), with a *kaō* (cursive monogram)

With an unrelated wood storage box
Overall: 169 x 42.4cm (66½ x 16¾in.)
Image: 104.2 x 28.6cm (41 x 11¼in.) (2).

£4,000 - 6,000
JPY520,000 - 780,000
US\$5,200 - 7,800

The legendary gem or pearl which has to be wrested from the mouth of the Dragon King is often used in Zen writings as a metaphor for the difficulty of obtaining truth or enlightenment. It also represents the pure and undistracted state of a truly enlightened being.



84 YΦ

TÖREI ENJI 東嶺円慈 (1721-1792)
NYOI SCEPTRE

Edo period (1615-1868), mid-late 18th century

Kakejiku (hanging scroll), ink on paper in silk mounts, depicting a *nyoi* sceptre with an inscription *Nyoishi tobite tatsu ni narishi nari* 如意子飛作龍了也 (My *nyoi* staff flies away and becomes a dragon); ivory *jiku* (roller ends)

Signed *Tōrei sho* 東嶺書 (Written by Tōrei), with a clamshell-shaped *kaō* and seals at top right *Nanpa seimyaku* 南派正山脈 (True tradition of the Southern School) and at bottom left *Enji* 圓慈 and *Tōrei* 東嶺

Wood *tomobako* (storage box) inscribed outside *Tōrei nyoi* 東嶺如意 (*Nyoi* by Tōrei), signed inside *Hōgai* 方外 with a *kaō* (cursive monogram) and a seal *Hōgai* 方外

Overall: 98 x 68.7cm (38 5/8 x 27in.)

Image: 33.2 x 52.5cm (13 1/8 x 20 5/8in.) (2).

£4,000 - 6,000

JPY520,000 - 780,000

US\$5,200 - 7,800



85

SENGAI GIBON 仙崖義梵 (1750-1837)

WINDBLOWN BAMBOO

Edo period (1615-1868), late 18th-early 19th century

Kakejiku (hanging scroll), ink on paper in cotton, paper, and silk mounts, depicting a stand of wind-blown bamboo, with a 16-character inscription; bamboo *jiku* (roller ends)

With seal *Sengai* 仙崖

With inner wood *tomobako* (storage box) inscribed outside *Fūchiku no zu Sengai oshō jigasan* 風竹之図 仙崖和尚自画賛 (Painting of windblown bamboo painted and inscribed by Priest Sengai), inscribed inside *Yūchikukyo shujin daisen* 有竹居主人題籤 (Inscribed by the Master of the Bamboo Retreat) and with a further inscription and seals; lacquered wood outer storage box

Overall: 212 x 35cm (83½ x 13¾in.)

Image: 135 x 27.8cm (53 1/8 x 11in.) (3).

£3,000 - 5,000

JPY390,000 - 650,000

US\$3,900 - 6,500

For a similar treatment of this subject by Sengai, see Furuta 2000, pl. 36, a pair of hanging scrolls with a one-line calligraphy (right) and a windblown bamboo (left).

SECULAR PAINTINGS OF THE EDO PERIOD (1615-1868)

86

HANABUSA ITCHŌ 英一蝶 (1652-1724)

EGRETS AND TREE

Edo period (1615-1868), early 18th century

Folding fan, ink and *gofun* (powdered calcified shell) on mica-treated paper, depicting a flock of egrets coming to rest on a tree; mounted on the original sticks

Signed *Hanabusa Itchō ga* 英一蝶画 (Painted by Hanabusa Itchō) with a handwritten *kaō* (cursive monogram) in the form of a seated monk wearing a *kesa* (robe)

Modern wood storage box

16.5 x 45cm (6½ x 17¾in.) (2).

£3,000 - 5,000

JPY390,000 - 650,000

US\$3,900 - 6,500





87

**ITŌ JAKUCHŪ 伊藤若冲 (1716-1800)
GOOSE AND REEDS**

Edo period (1615-1868), circa 1770

Kakejiku (hanging scroll), ink on paper in silk mounts, depicting a goose beneath overhanging branches, viewed head-on in the artist's characteristic foreshortened manner, about to drink from a pool; enamelled porcelain *jiku* (roller ends)

Sealed at top right *Senga zeppitsu* 千画絶筆 (The finest brushwork from a thousand paintings) and at lower left *Tō Jokin no in* 藤女鈎印 (Seal of (I)tō Jokin) and *Jakuchū koji* 若冲居士 (Jakuchū the recluse)

Wood storage box

Overall: 188.5 x 58.2cm (74¼ x 22 7/8in.)

Image: 110.5 x 36.5cm (43½ x 14 3/8in.) (2).

£15,000 - 20,000

JP¥2,000,000 - 2,600,000

US\$19,000 - 26,000

Published

Kano Hiroyuki 狩野博幸 ed., *Itō Jakuchū* 伊藤若冲, Kyoto, Shikōsha 紫紅社, 1993, cat. no. 135

For comparable seal placement in paintings of this type by Jakuchū, see especially a hanging scroll of plum and crane in Kano 2002, cat. no. 118; the unbroken state of the round seal suggests that both paintings date from the artist's early 50s.

88 YΦ

**MANNER OF MARUYAMA ŌKYO 円山応挙 (1733-1795)
BAMBOO AND SPARROW**

Edo period (1615-1868), 18th-19th century
Kekejiku (hanging scroll), ink on paper in silk mounts, depicting a
sparrow and bamboo; ivory *jiku* (roller ends)

With signature *Meiwa tsuchinoe-ne kishū Fuji Ōkyo sha* 明和戊子季
秋藤應舉寫 (Drawn by Fuji(wara) Ōkyo in autumn of 1768) and seals
Ōkyo no in 應舉之印 (Seal of Ōkyo) and *Chūsen* 仲選

Wood *tomobako* (storage box) inscribed outside *Kuretake suzume no
zu Ōkyo hitsu* 呉竹雀之圖 應舉筆 (Painting of *kuretake* bamboo and
sparrow, brushed by Ōkyo)

Overall: 208.2 x 48.5cm (82 x 19 1/8in.)

Image: 124 x 31.8cm (48¾ x 12½in.) (2).

£3,000 - 5,000

JPY390,000 - 650,000

US\$3,900 - 6,500





89 Y Φ

NAGASAWA ROSETSU 長沢蘆雪 (1754-1799)

DARUMA

Edo period (1615-1868), late 18th century

Kakejiku (hanging scroll), ink and colours on paper in silk mounts, depicting Daruma with a stern expression facing to his right; ivory *jiku* (roller ends)

Signed *Rosetsu* 蘆雪 with seals *Gyo no in* 魚之印 (Seal of Gyo) and *Inkyo* 引裾

Inner wood *tomobako* (storage box) inscribed outside *Daruma no zu* 達磨之圖 (Picture of Daruma), inscribed inside *Rosetsu-ō shinseki Kawabata Gyokushō kan* 蘆雪翁真跡川端玉章鑑 (True work of master Rosetsu authenticated by Kawabata Gyokushō) with a seal *Kawabata* 川端; outer wood storage box

Overall: 205 x 46.2cm (80¾ x 18¼in.)

Image: 108 x 28.5cm (42½ x 11¼in.) (3).

£15,000 - 20,000

JPY2,000,000 - 2,600,000

US\$19,000 - 26,000

Regarded along with *Jakuchū* (see lot 87) and *Shōhaku* as one of the 'Three Eccentrics' of mid-Edo-Period painting, here and in the following lot Rosetsu works in broad washes of black and grey that are ideally suited to the depiction of the mysterious patriarch of Zen Buddhism. The Kyoto painter Kawabata Gyokushō (1842-1913), who authenticated this scroll, studied painting first with Nakajima Raishō (see lot 127) and then with Charles Wirgman, later becoming a Professor at Tokyo School of Fine Arts.

90 YΦ

NAGASAWA ROSETSU 長沢蘆雪 (1754-1799)

DARUMA

Edo period (1615-1868), late 18th century

Kakejiku (hanging scroll), ink and colours on paper in silk mounts, depicting Daruma with a stern expression facing to his right; ivory *jiku* (roller ends)

Signed *Rosetsu* 蘆雪 with seal *Hyōkei* 氷計

Wood *tomobako* (storage box) inscribed outside *Nagasawa Rosetsu Daruma zu* 長沢蘆雪達磨圖 (Picture of Daruma by Nagasawa Rosetsu)

Overall: 190 x 36.3cm (74¾ x 14¼in.)

Image: 104.3 x 28.4cm (41 1/8 x 11 1/8in.) (2).

£15,000 - 20,000

JPY2,000,000 - 2,600,000

US\$19,000 - 26,000





91



91 YΦ

NAGASAWA ROSETSU 長沢蘆雪 (1754-1799)

LI BO VIEWING A WATERFALL AND DU FU IN CONTEMPLATION

Edo period (1615-1868), late 18th century

Pair of *kakejiku* (hanging scrolls), ink and colours on silk in silk mounts, the right-hand scroll depicting the Chinese poet Du Fu seated in a pavilion set in a mountain landscape, the left-hand scroll depicting the Chinese poet Li Bo contemplating a waterfall; ivory *jiku* (roller ends)

Each signed *Rosetsu sha* 蘆雪寫 (Drawn by Rosetsu) with seal *Nagasawa Gyo* 長澤魚

Wood *tomobako* (storage box) inscribed outside *Nagasawa Rosetsu shinseki kanbaku no zu sōfuku* 長澤蘆雪真蹟觀瀑之圖 雙幅 (Pair of scrolls with pictures of [poets] contemplating waterfalls, true work of Nagasawa Rosetsu), inscribed inside with an attestation by the painter Kuroda Seiki (1866-1924) dated 1923

Each overall: 194.5 x 60cm (76½ x 23 5/8in.)

Image: 100 x 39.7cm (39 3/8 x 15 5/8in.) (3).

£15,000 - 20,000

JPY2,000,000 - 2,600,000

US\$19,000 - 26,000

Provenance

Ōki family of Hiroshima, by repute

92

NAGASAWA ROSETSU 長沢蘆雪 (1754-1799)

THE EIGHT SAGES

Edo period (1615-1868), late 18th century

Kakejiku (hanging scroll), ink and colours on silk in silk mounts, depicting Chinese scholars with attendants disporting themselves in a landscape; wood *jiku* (roller ends)

With signature *Rosetsu sha* 蘆雪寫 (Drawn by Rosetsu) with seal *Inkyo shi* 引裾氏

Wood *tomobako* (storage box) inscribed outside *Inchū hassenka zu Rosetsu-ō hitsu* 飲中八仙歌圖 蘆雪翁筆 (Picture of the Eight Sages in their cups, painted by old man Rosetsu), inscribed inside with an attestation by Nagasawa Rohō 長澤蘆鳳, dated summer 1855

Overall: 190 x 54.5cm (74¾ x 21 ½in.)

Image: 101 x 35.8cm (39¾ x 14 1/8in.) (2).

£15,000 - 20,000

JPY2,000,000 - 2,600,000

US\$19,000 - 26,000



92



93 TP

**KISHI GANKU 岸岸駒 (1749/56-1838)
TIGER AND DRAGON**

Edo period (1615-1868), 1794

Pair of hanging scrolls mounted as a two-panel folding screen,
ink on paper, depicting a dragon's head (right) and a tiger

The right-hand panel signed *Toki Kansei sai zai kinoe-tora sha Kakandō Ganku* 岩寛政歳在甲寅夏寫可觀堂岸駒 (Drawn in summer of 1794 by Kakandō Ganku) with seals *Utanosuke hitsu* 雅楽助筆 (Brush of Utanosuke) and *Ganku* 岸駒; the left-hand panel signed *Utanosuke Ganku* 雅楽岸駒 with seal *Utanosuke hitsu* 雅楽助筆 (Brush of Utanosuke)

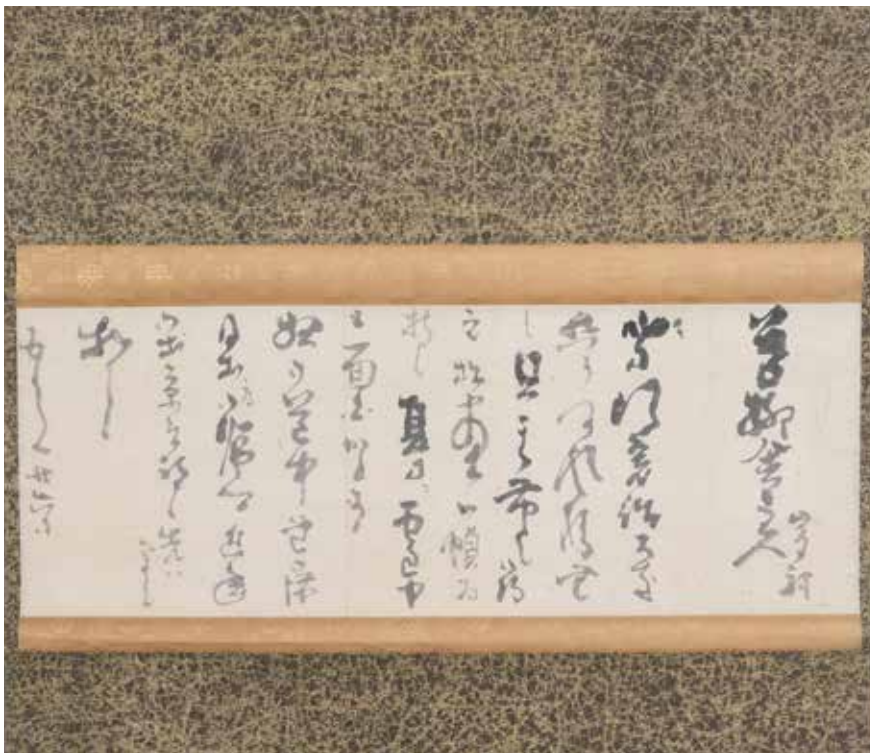
171.7 x 189cm (67 5/8 x 74 3/8in.)

£6,000 - 8,000

JPY780,000 - 1,000,000

US\$7,800 - 10,000

A comparable treatment of this subject in a set of *fusuma* (sliding doors) by Ganku is in Tokyo National Museum, see <http://webarchives.tnm.jp/imgsearch/show/C0034568> (inv. no. A-134).



(letter mounted as a hanging scroll)

94 YΦ

KISHI GANKU 岸岸駒 (1749/1756-1838)
SNOWCLAD PEAK ON A SUMMER'S DAY

Edo period (1615-1868), circa 1800

Kakejiku (hanging scroll), ink on paper in silk mounts, depicting a traveller on horseback wearing a broad-brimmed hat passing beneath a snowy peak; ivory *jiku* (roller ends)

Signed *Utanosuke Ganku* 雅樂助岸駒 with seals *Kakan* 可觀 and *Ganku* 岸駒

Wood *tomobako* (storage box) Overall: 198 x 45cm (78 x 17³/₄in.)

Image: 117 x 28.9cm (46 x 11 ³/₈in.) (3).

£6,000 - 8,000

JPY780,000 - 1,000,000

US\$7,800 - 10,000

With a letter mounted as a hanging scroll, ink on paper in paper mounts, lacquered wood *jiku*; (roller ends)

overall: 100 x 51.2cm (39 ³/₈ x 20 ¹/₈in.);

image: 16.3 x 44cm (6 ³/₈ x 17 ³/₈in.)

For a published version of this combination of seals, see Toyama 1987, p.122 and for the signature in particular compare cat. nos. 63, 66, 70.

Kishi Ganku received patronage from Prince Arisugawa, the leader of the courtly line of that name, and was given the name Utanosuke in the ninth month of Tenmei 4 (1784). In the following year he was awarded the name Koma, also pronounced *ku* as in Ganku; he began using the *gō* *Kakan* or *Kakandō* in about 1786. He was appointed as a court official, and given the position of Echizen no Kami (Honorary Governor of Echizen Province) in 1808, at which time he changed his *gō* from *Kakandō* to *Echizenosuke*.



95 TP

KISHI GANRYŌ 岸岸良 (1798-1852)

TIGER AND DRAGON

Edo period (1615-1868), first half of the 19th century

Pair of six-panel folding screens, ink on paper, depicting (right) a whiskered dragon's head in cloud and (left) a growling tiger and bamboo

The dragon screen signed *Utanosuke Ganryō sha* 雅楽之助寫 (Drawn by Utanosuke Ganryō); the tiger screen signed *Ganryō Ganryō* 畫雲楼岸良; both screens sealed below the signature *Ganryō* 畫雲, *Ganryō* 岸良 and *Shiryō* 士良

Each 169 x 374cm (66½ x 147¼in.) (2).

£20,000 - 30,000

JPY2,600,000 - 3,900,000

US\$26,000 - 39,000

Pupil, nephew and then adopted son of Kishi Ganku (see lots 93, 94), Kishi Ganryō became like Ganku a retainer of Prince Arisugawa and executed paintings for the Imperial Palace in Kyoto and the Saimon'in guesthouse on Mount Kōya. His surviving works include a two-panel screen of the rising sun and cranes in the Musée Guimet, Paris (1832); a ceiling painting of clouds, dragons and celestial beings in Zenganji Temple, Kyoto (1846); six hanging scrolls in the Museum of Fine Arts, Boston (accession numbers 11.8177 and 11.8179-11813) ; and a pair of six-panel screens of Mount Fuji in the Ishikawa Prefectural Museum of Art. The present lot is believed to be the only pair of six-panel screens by Ganryō outside Japan.





96 TP

SATAKE EIKAI 佐竹永海 (1803-1874)
LANDSCAPES WITH WATERFALLS, LAKES,
PAVILIONS AND FIGURES

Meiji era (1868-1912), 1868

Pair of six-panel folding screens, ink and light colours on paper, depicting expansive landscapes with waterfalls, lakes, pavilions and figures

The right-hand screen signed *Hōgen Eikai sha* 法眼永海寫 (Drawn by Hōgen Eikai); both screens sealed below the signature *Aisetsurō* 愛雪樓; the left-hand screen signed *Meiji ganki tsuchinoe-tatsu chōgetsu Hōgen Eikai* 明治元年季戌辰暢月法眼永海 (Hōgen Eikai, the eleventh month of 1868)

Each screen 171 x 370cm (67 3/8 x 145 5/8in.) (2).

£20,000 - 30,000

JPY2,600,000 - 3,900,000

US\$26,000 - 39,000

Provenance

Ii Family Collection

Born to a family of lacquerers in Wakamatsu, Mutsu Province, Satake Eikai started his studies under a local artist before travelling to Edo, becoming chief pupil of Tani Bunchō. From 1838 he served as a retainer of the Ii Family, Lords of Hikone, rising to the honorary rank of Hōgen and continuing his association even after the assassination of Ii Naosuke in 1860. Like Bunchō he mastered a range of different painting styles including the Maruyama-Shijō-inflected sinified landscape manner seen here.







97

WATANABE JOZAN 渡辺如山 (1811-1837)
TIGER AND BAMBOO

Edo period (1615-1868), 1832

Kakejiku (hanging scroll), ink and slight colours on paper in silk mounts, depicting a tiger with a ferocious expression, its tailing curling up toward the top right, with bamboo at lower right; wood *jiku* (roller ends)

Signed *Jozan ga* 如山画 (Painted by Jozan) with seals *Jo* 如 and *zan* 山, preceded by an inscription dated the *mizunoe-tatsu* year, equivalent to 1832

Overall: 213 x 83.5cm (83¾ x 32 7/8in.)

Image: 135 x 56.5cm (53¼ x 22¼in.)

£2,000 - 3,000

JPY260,000 - 390,000

US\$2,600 - 3,900

The short-lived Jozan (also Nyozan) was the younger brother of Watanabe Kazan (see lot 103).



98 YΦ

MATSUMURA GOSHUN 松村呉春 (1752-1811)

CALLIGRAPHY: BANZAI 萬歳

Edo period (1615-1868), 1802

Kakejiku (hanging scroll), ink on paper in silk mounts, boldly brushed with the characters *Banzai* 萬歳; ivory *jiku* (roller ends)

Signed *Mizunoe-inu shihitsu Goshun* 壬戌試筆呉春 (Goshun, trying out his brush, at the start of 1802), followed by a tiny depiction of a dog

Wood *tomobako* (storage box), inscribed outside *Banzai yokomono Goshun hitsu* 萬歳横物 呉春筆 (Horizontal Banzai scroll brushed by Goshun)

Overall: 123 x 61.3cm (48 3/8 x 24 1/8in.)

Image: 30.3 x 55.9cm (11 7/8 x 22in.) (2).

£6,000 - 8,000

JPY780,000 - 1,000,000

US\$7,800 - 10,000

A leading pupil of Yosa Buson and strongly influenced by Maruyama Ōkyo, Goshun worked in a wide variety of styles. This celebratory scroll bears a tiny painting of a dog, indicating the *inu* (Dog) year in which the calligraphy was painted. The phrase *shihitsu* (trying out the brush) refers to the first calligraphy of the New Year.



99 YΦ

**MANNER OF MATSUMURA GOSHUN 松村呉春 (1752-1811)
WINTER AND SUMMER LANDSCAPES**

Edo period (1615-1868) or Meiji era (1868-1912)

Pair of *kakejiku* (hanging scrolls), ink and colours on silk in silk mounts, the right-hand scroll depicting pine trees and an egret by rice paddies in the rain, the left-hand scroll depicting a farmhouse, crow, and pine by a snowdrift; ivory *jiku* (roller ends)

Each with signature *Goshun* 呉春 and seal *Goshun no in* 呉春之印 (Seal of Goshun)

Wood *tomobako* (storage box) inscribed outside *Matsumura Goshun katō sansui kenpon sōfuku* 松村呉春夏秋冬山水 絹本双幅 (Summer and winter landscapes by Goshun, two paintings on silk)
Each overall: 171 x 35cm (67 3/8 x 13 3/4in.)
Image: 90.5 x 24.3cm (35 5/8 x 9 5/8in.) (3).

£4,000 - 6,000

JPY520,000 - 780,000

US\$5,200 - 7,800

100

**MANNER OF MATSUMURA GOSHUN 松村呉春 (1752-1811)
SNOW LANDSCAPE WITH MANDARIN DUCKS**

Edo period (1615-1868) or Meiji era (1868-1912)

Kakejiku (hanging scroll), ink and colours on paper in silk mounts, depicting mandarin ducks in a pond beneath snowy banks; stag-antler *jiku* (roller ends)

With signature *Goshun* 呉春 and seal *Goshun no in* 呉春之印 (Seal of Goshun)

Wood storage box

Overall: 80 x 49.5cm (31 1/2 x 19 1/2in.)

Image: 117.8 x 32.7cm (46 3/8 x 12 7/8in.) (2).

£3,000 - 5,000

JPY390,000 - 650,000

US\$3,900 - 6,500



100



101



102

101 ^YΦ

MORI SOSEN 森狙仙 (1747-1821)

DEER

Edo period (1615-1868), early 19th century
Kakejiku (hanging scroll), ink and colours on silk in
silk mounts, depicting a deer standing in front of a
tree in leaf; ivory *jiku* (roller ends)

Signed *Sosen 狙仙* with seals *Mori Morikata 杜守象*
and *Sosen 祖仙*

Modern wood storage box and cardboard slipcase
Overall: 200 x 65cm (78¾ x 25 5/8in.)
Image: 111 x 56.5cm (43¾ x 22¼in.) (3).

£8,000 - 12,000
JPY1,000,000 - 1,600,000
US\$10,000 - 16,000

Mori Sosen is perhaps Japan's best known animal
painter, specializing in apes and other furry animals,
especially deer and wild boar.

102 ^YΦ

MANNER OF MORI SOSEN 森狙仙 (1747-1821)

DEER

Edo period (1615-1868) or Meiji era (1868-1912),
19th century
Kakejiku (hanging scroll), ink and colours on silk in
silk mounts, depicting a deer by a stream; ivory *jiku*
(roller ends)

With signature *Reimei Sosen hitsu 靈明祖仙筆*
(Brushed by Reimei Sosen) and two seals,
the second reading *Sosen 祖仙*

Inner wood storage box; outer lacquered-wood
storage box
Overall: 194.5 x 59cm (76½ x 23¼in.)
Image: 104 x 39.8cm (41 x 15 5/8in) (3).

£1,000 - 1,500
JPY130,000 - 200,000
US\$1,300 - 1,900

103

WATANABE KAZAN 渡辺華山 (1793-1841)

CAMELLIA AND NARCISSUS

Edo period (1615-1868), early 19th century
Kakejiku (hanging scroll), ink and colours on paper
in silk mounts, depicting a spray of narcissus and
another of camellia; wood *jiku* (roller ends)

Signed *Noboru 登* with seal *Watanabe Noboru in*
渡邊登印 (Seal of Watanabe Noboru)

Wood inner *tomobako* (storage box) inscribed
outside *Kazan-ō sesshi tsubaki suisen zu shihon*
shōhin 華山翁折枝椿水僊花図紙本小品 (A small
painting on paper, of cut stems of camellia and
narcissus, brushed by old man Kazan); the inside
with a lengthy inscription; outer lacquered-wood
storage box
Overall: 160 x 52.5cm (63 x 20 5/8in.)
Image: 53 x 26.9cm (20 7/8 x 10 5/8in.) (3).

£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500



103



104

**HOSODA EISHI 細田栄之 (1756-1829)
AND ŌTA NANPO 大田南畝 (1749-1823)
ASAZUMA-BUNE**

Edo period (1615-1868), circa 1800

Kakejiku (hanging scroll), ink and colours on paper in silk mounts, depicting the Asazuma courtesan with *hiōgi* (fan) and *kotsuzumi*, dressed in court robes and cap, seated in a boat under a willow tree; lacquered wood *jiku* (roller ends)

Signed *Chōbunsai Eishi ga* 鳥文斎栄之画 (Painted by Chōbunsai Eishi) with seal *Eishi* 栄之; with a poem brushed by Ōta Nanpo (Shokusanjin) *E ni kakeru / Asazuma-bune no / Itchō ni / nichō tsutsumi no / kokoro ugokasu* 絵にかける朝妻舟の一蝶に二丁つづみのここ老後かす (see below for translation), signed *Shokusanjin* 蜀山人

Modern wood storage box Overall: 181 x 35cm (71¼ x 14in.)

Image: 91 x 27.4cm (35 7/8 x 10 3/8in.) (2).

£8,000 - 12,000

JPY1,000,000 - 1,600,000

US\$10,000 - 16,000

Ōta Nanpo's poem might be translated: *Two things move us about / the painted Asazuma boat: / Itchō's indiscretion / and the beat of the drum*. The satirical poet takes as its starting point a pun on the words *Itchō* and *tsutsumi*. *Itchō*, as written here, refers to the painter Hanabusa Itchō but the word *itchō* can also mean 'one' when used as a counter for certain classes of object. Itchō famously painted a picture featuring a courtesan from Asazuma, a harbour on the east coast of Lake Biwa used by travellers from Kyoto on their way to eastern Japan, which he inscribed with a courtesan's *kouta* song. The song was held to satirise the mistress of Tokugawa Tsunayoshi, the fifth shogun, and as a result Itchō was thrown into jail and sent into internal exile. Since the word *tsutsumi* can mean both 'banks', referring here to the banks on which the Asazuma courtesans plied their trade and 'drums', referring to the musical instruments used in their dances, the implication of Ōta's poem is that the boat depicted by Itchō (or 'one *tsutsumi*') in his infamous painting now gives renewed or double pleasure, just as the Asazuma ladies do with their favours and their music. The enduring popularity of the Asazuma theme is explored in *Wattles* 2013, pp.220-233.

105

**IKE TAIGA 池大雅 (1723-1776)
BAMBOO AND POEM BY DU FU**

Edo period (1615-1868), mid-18th century

Pair of *kakejiku* (hanging scrolls), ink on paper in silk mounts, the right-hand scroll depicting a vertical stem of bamboo with an inscription *Sen no tenohira ni tsuyu o ukeru* 仙掌承露 (Receiving dew in the spirit hand); the left-hand scroll with ten characters from a Chinese poem by Du Fu: 嶺猿霜外宿江鳥夜深飛 (see below for translation); wood *jiku* (roller ends)

The right-hand scroll with six seals, the first at top right unread, the others reading *Shinnei Ike-shi* 深澤池氏, *Mumei (Arina)* 無名, *Kyūka Sanjin* 九霞山人, *Ike Mumei (Arina)* 池無名印 and *Junsei* 遵生; the left-hand scroll signed *Kashō* 霞樵 with three seals *Junsei* 遵生, *Kyūka Sanjin* 九霞山人 and *Ike Mumei (Arina)* 池無名印

With modern wood storage box and outer cardboard slipcase

Each overall: 210 x 81.2cm (82 5/8 x 31 7/8in.)

Image: 130.2 x 58cm (51¼ x 22 7/8in.) (4).

£10,000 - 15,000

JPY1,300,000 - 2,000,000

US\$13,000 - 19,000

104



105

The inscription on the right-hand scrolls refers to an episode in *Hanshu* (The History of the Han Dynasty) concerning Emperor Wu Di of China (reigned 141-87 BC), who erected a tall bronze receptacle to collect dew which he drank as a means of achieving immortality.

The poem by Du Fu (712-770), one of Taiga's favourite Chinese poets, is rendered as follows in Stephen Owen's recently published complete translation: 'Gibbons on the ridge stay out beyond the frost, river birds fly deep in the night'; see Stephen Owen 2016, poem no.20.41 (p.260).

For these seals of Taiga, see Fischer 2007, Appendix II, nos. S52, S53, S57, S58 (p.487)





106

106

**TOKUYAMA GYOKURAN 徳山玉瀾 (1728-1784)
DISTANT VIEW FROM A RIVERSIDE PAVILION**

Edo period (1615-1868), circa 1760s-1770s

Kakejiku (hanging scroll), ink and light colours on silk in silk mounts, depicting a scholar and attendant in a lakeside pavilion with a willow tree overhead and mountains in the background; wood *jiku* (roller ends)

Signed *Gyokuran* 玉瀾 with seals *Gion Fūryū* 祇園風流 and below the signature *Gyokuran* 玉瀾

With inner wood *tomobako* (storage box) inscribed outside *Ikeno Gyokuran Kōtei enbō zu kenpon tansai* 池野玉瀾江亭遠望圖絹本淡彩 (Picture by Ikeno Gyokuran Painting of a Distant View from a Riverside Pavilion, light colours on silk) and inscribed inside the lid *Mizunoe-ne shōgatsu gekan mikka Matsushita Hidemaro dai* 壬子正月下灘三日 松下英麿題 (Inscribed by Matsushita Hidemaro on 23 January 1972) with seal *Matsushita Hide* in 松下英印; outer wood storage box
Overall: 117.5 x 79.8cm (46¼ x 31 3/8in.)
Image: 37.8 x 53.2cm (14 7/8 x 21in.) (3).

£8,000 - 12,000

JPY1,000,000 - 1,600,000

US\$10,000 - 16,000

Provenance

Mr Yasuhara Genji 保原元二, 1954

Exhibited

Tōkyō Kokuritsu Hakubutsukan (Tokyo National Museum), November 1954
Kanagawa-ken Kindai Bijutsukan (Kanagawa Prefectural Museum of Modern Art), 3 June-1 July 1962

For these seals of *Gyokuran* (wife of Ikeno Taiga, see the preceding lot), compare Fischer 2007, Appendix II, nos. GS1 and GS7 (p.488).

107

**TOKUYAMA GYOKURAN 徳山玉瀾 (1728-1784)
GENTLE BREEZE ON THE RIVER**

Edo period (1615-1868), circa 1760s-1770s

Fan leaf mounted as a *kakejiku* (hanging scroll), ink on mica-treated paper, depicting a figure seated on a boat floating on a river beneath a willow tree, a large rock in the foreground; wood *jiku* (roller ends)

Signed *Gyokuran* 玉瀾 with a worn seal

Wood *tomobako* (storage box) inscribed outside *Senmen kawa no seifū no zu Gyokuran joshi hitsu* 扇面河之清風之圖 玉瀾女史筆 (Picture of a gentle breeze on the river, painted by Ms Gyokuran), inscribed inside *Yū . . . shiki* 遊 識 (Noted by Yū . . .) with a seal *Yū* 遊
Overall: 122.1 x 66cm (48 1/8 x 26in.)
Image: 51.4 x 19cm (20¼ x 7½in.) (2).

£3,000 - 5,000

JPY390,000 - 650,000

US\$3,900 - 6,500







109

108

**YOKOI KINKOKU 横井金谷 (1761-1832)
FISHERMAN BETWEEN WILLOWS AND ROCKS**

Edo period (1615-1868), late 18th-early 19th century
Folding fan, ink and light colours on paper,
mounted on the original sticks

Signed *Kinkoku sha* 金谷写 (Drawn by Kinkoku) with seal *Kinkoku* 金谷

The cloth cover inscribed *Yokoi Kinkoku chōgyo zu* 横井金谷 釣魚圖
(Painting of a fisherman by Yokoi Kinkoku); modern wood storage box
17 x 45cm (6¾ x 17¾in.) (3).

£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500

For this important Nanga painter, compare Rosenfield 1999,
cat. nos. 130-145.

109^{YΦ}

**NAKABAYASHI CHIKUTŌ 中林竹洞 (1776-1853)
WITH POEM BY ONDA KEIRŌ 恩田惠楼 (D.1813)
LANDSCAPE WITH PAVILION BY A MOUNTAIN LAKE**

Edo period (1615-1868), early 19th century
Kekejiku (hanging scroll), ink and colours on silk in silk mounts,
depicting a scholar in a pavilion set in a mountain landscape with lake
and bridge, with a descriptive 56-character Chinese poem;
ivory *jiku* (roller ends)

Signed *Chikutō sanjin sha* 竹洞山人寫 (Drawn by Chikutō the recluse)
with seals *Nariaki no in* 成昌之印 (Seal of Nariaki) and *Hakumei* 伯明,
the poem signed *Keirō* 惠楼 with seal *Chūnin* 仲任

Inner wood *tomobako* (storage box); outer lacquered-wood storage box
Overall: 133.5 x 73cm (52½ x 28¾in.)
Image: 32 x 55.8cm (12 5/8 x 22in.) (3).

£5,000 - 8,000
JPY650,000 - 1,000,000
US\$6,500 - 10,000

Widely represented in Western collections, Nakabayashi Chikutō is
known for his quiet, carefully executed interpretations of the Nanga
style, most often in vertical format rather than the horizontal format
seen here. He was also renowned as a designer of illustrated books.



110^{YΦ}

NAKAMURA HŌCHŪ 中村芳中 (CIRCA 1755-1819)

HERDBOY ON OX

Edo period (1615-1868), Kansei era (1789-1801)

Kakejiku (hanging scroll), ink and slight colours on paper in silk mounts, depicting a herdboy seated on an ox; ivory *jiku* (roller ends)

Signed *Hōchū* 芳中 with seal *Onchi* 温知

Modern wood storage box

Overall: 195 x 47.8cm (76¾ x 18 7/8in.)

Image: 105 x 28.8cm (41 3/8 x 11 3/8in.) (2).

£5,000 - 8,000

JPY650,000 - 1,000,000

US\$6,500 - 10,000

Although they both contributed to the development of the Rinpa style, the life of Nakamura Hōchū is much less thoroughly documented than that of his great contemporary Sakai Hōitsu (1761–1828). Hōchū spent much of his life in Osaka but between 1799 and 1802 he apparently resided in Edo, where he might have met Hōitsu. He is best known for his highly abstracted version of the Rinpa style, as exemplified by the present scroll, with lavish use of the *tarashikomi* technique in which one layer of paint is applied over another before the first has dried. For another, less worn, instance of the seal used on this painting, see Chiba 2014, cat. no. 156, a leaf from an album of paintings dated to the Kansei era (1789-1801). The same publication also summarizes what little we know of this important artist's biography.

111

SUZUKI KIITSU 鈴木其一 (1796-1858) AND **KAMEDA BŌSAI**
亀田鵬斎 (1752-1826)

CAMELLIA AND CALLIGRAPHY

Edo period (1615-1868), circa 1820

Kakejiku (hanging scroll), ink and light colours on paper in silk mounts,
depicting a branch of camellia with a poem (see below);
lacquered wood *jiku* (roller ends)

Signed *Kiitsu hitsu* 其一筆 (Painted by Kiitsu) with seal *Joun* 鋤雲;
the poem signed *Bōsai* 鵬斎 and sealed *Chōkō no in* 長興之印
(Seal of Chōkō)

Chinese inscription by Kameda Bōsai: *A circle of white jade so perfect
it blends with the sky / Such flowers first blossomed on Horai's sacred
peak / Cut and put in a vase of ice its colours would soon fade / In this
mortal world we should cherish only true red blooms.*

Wood *tomobako* (storage box) inscribed outside *Kiitsu hitsu tsubaki no
zu Bōsai san* 其一筆椿之図鵬斎賛 (Painting of a camellia by Kiitsu with
an inscription by Bōsai) and with a collector's seal inside *Kōundōshu*
香雲堂主 (Master of the Fragrant Cloud Studio)
Overall: 183.5 x 36cm (72¼ x 14 1/8in.)
Image: 101.5 x 27.9cm (40 x 11in.) (2).

£6,000 - 8,000

JPY780,000 - 1,000,000

US\$7,800 - 10,000

The leading pupil of Sakai Hōitsu, Suzuki Kiitsu shared many of
his master's professional acquaintances and friends including Ōta
Nanpo (see lot 104) and the prominent scholar Kameda Bōsai, who
contributed a 28-character Chinese poem, in his distinctive calligraphy,
to Kiitsu's charming early painting of a camellia. For a similar Kiitsu-
Bōsai collaboration, featuring a branch of kuzu (arrowroot) rather than
camellia, see Addiss 1984, no. 48 and for the *Joun* seal used here by
Kiitsu, see Itabashi 1993, p.166.





112 ^YΦ

SUZUKI KIITSU 鈴木其一 (1796-1858)

AUTUMN PLANTS BY MOONLIGHT

Edo period (1615-1868), first half of the 19th century
Kakejiku (hanging scroll), ink and colours on silk in silk mounts, depicting from top to bottom *susuki* (plume grass), *ominaeshi* (valerian), *asagao* (morning glory), *fujibakama* (hemp agrimony), *hagi* (bush clover), *kikyō* (Chinese bellflower), and *nadeshiko* (pinks) beneath the moon; ivory *jiku* (roller ends)

Signed *Seisei Kiitsu* 菁々其一 with a seal

Wood *tomobako* (storage box) inscribed outside
Gekka aki nanakusa Seisei Kiitsu ga 月下秋七草
 菁々其一 畫 (Seven autumn grasses beneath the moon, painted by Seisei Kiitsu)

Overall: 200.7 x 63.5cm (79 x 25in.)

Image: 117.7 x 47.5cm (46 3/8 x 18 3/4in.) (2).

£8,000 - 12,000

JPY1,000,000 - 1,600,000

US\$10,000 - 16,000

113

TSUKIOKA SESSAI 月岡雪齋 (D. 1839)

COURTIERS ADMIRING A SONGBIRD;

COURTIER WITH BIWA

Edo period (1615-1868), early 19th century
 Pair of *kakejiku* (hanging scrolls), ink and colours on gold-decorated paper in silk mounts, the right-hand scroll depicting two courtiers and an attendant seated by a stream admiring a pine hung with wisteria, the left-hand scroll depicting a courtier with a *biwa* (Chinese-style lute) seated on a verandah by moonlight, a flock of geese descending from above; lacquered wood *jiku* (roller ends)

Each signed *Hōgen Tsukioka Sessai* 法眼月岡雪齋 with seals *Taiso* 大素 and *Tsukioka Shūei* 月岡秀榮

Each overall: 183.5 x 53.9cm (72 1/4 x 21 1/4in.)

Image: 99.3 x 35.5cm (39 1/8 x 14in.) (2).

£4,000 - 6,000

JPY520,000 - 780,000

US\$5,200 - 7,800

The elder son of Tsukioka Settei, Tsukioka Sessai was born in Osaka and studied both with his father and with Yoshimura Shūzan, the Kano-academy painter also known for his coloured netsuke. Sessai collaborated with his father in designing woodblock-printed books of reproductions of famous paintings; as a painter, he specialized in bird-and-flower subjects and *bijin* (beauties of the pleasure quarters), graduating to more courtly subject-matter, as with these two scrolls, in his later period.





114

114 YΦ

SAKAI DŌITSU 酒井道一 (1845-1913)
SNIPE AND AUTUMN FLOWERS

Meiji era (1868-1912), late 19th-early 20th century
Kakejiku (hanging scroll), ink and colours on silk in silk mounts,
 depicting a *sekirei* (snipe) perched on a bamboo water-conduit
 supported on rocks above a stream beneath a stand of autumn plants:
ominaeshi (valerian), *kikyō* (Chinese bellflower), *fujibakama* (hemp
 agrimony), and *hagi* (bush clover); ivory *jiku* (roller ends)

Signed *Dōitsu hitsu* 道一筆 (Brushed by Dōitsu) with round seal
Dōitsu 道一



115

Modern wood storage box; outer cardboard box
 Overall: 210 x 68cm (82 5/8 x 26 3/4in.)
 Image: 124 x 49.5cm (48 3/4 x 19 1/2in.) (3).

£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500

The younger son of the painter Yamamoto Sodō, Dōitsu studied both
 under his father and under Suzuki Kiitsu, the leading pupil of Sakai
 Hōitsu, founder of the Edo-Rinpa style. Later in life Dōitsu styled
 himself 'Uge-an the Fourth', in allusion to one of Hōitsu's art names,
 but in this work he follows the softer, more decorative version of the
 Edo-Rinpa style that was developed by Kiitsu and his disciples.

115^{YΦ}

IKEDA KOSON 池田孤邨 (1801-1868)

LOTUS POOL

Edo period (1615-1868), 1855

Kakejiku (hanging scroll), ink and colours on silk in silk mounts, depicting a lotus pool with blossoms in different stages of growth, ivory *jiku* (roller ends)

Signed *Ansei kinoto-u haru nigatsu Hasu-an nansō no shita ni oite sha Koson Ike Sanshin* 安政乙卯春二月寫於蓮菴南窗下 孤邨池三信 (Drawn by Koson Ike Sanshin beneath the southern window of the Lotus Retreat in spring, the second month of 1855) with three seals, the latter two reading *Hasu-an* 蓮菴 and *Sanshin Koji in* 三信居士印

Modern wood storage box; outer cardboard box

Overall: 189 x 63.2cm (74 3/8 x 24 7/8in.)

Image: 90.3 x 45.2cm (35½ x 17¾in.) (3).

£3,000 - 5,000

JPY390,000 - 650,000

US\$3,900 - 6,500

Born in Echigo Province, Ikeda Koson absorbed the Edo-Rinpa style pioneered by Sakai Hōitsu but also studied Chinese painting of the Ming dynasty, resulting in the attractive fusion seen here.

116^{YΦ}

TSUBAKI CHINZAN 椿椿山 (1801-1854)

MEJIRO (JAPANESE WHITE-EYE) ON BRANCH

Edo period (1615-1868), mid-19th century

Kakejiku (hanging scroll), ink and colours on silk in silk mounts, depicting a *mejiro* (Japanese white-eye) perched on the branch of a tree; ivory *jiku* (roller ends)

Signed *Chinzan ga* 椿山画 (Painted by Chinzan) with seals *Tsubaki* 椿 and *Kyūan* 休庵

Wood *tomobako* storage box inset with an inscription by a pupil of Chinzan cut from an earlier box: *Chinzan Tsubaki sensei kakin shinseki* 椿山椿先生花禽真蹟 (A genuine bird-and-flower-piece by Master Chinzan Tsubaki). With an attestation dated 1941

Overall: 203.2 x 55cm (80 x 21 5/8in.)

Image: 95.6 x 33.2cm (37 5/8 x 13 1/8in.) (3).

£2,000 - 3,000

JPY260,000 - 390,000

US\$2,600 - 3,900

A pupil of several painters including Watanabe Kazan (see lot 103), Tsubaki Chinzan is best known for his delicately brushed bird-and-flower paintings in the Shijō manner.



116



117

117

NOZAKI HŌSEI 野崎抱青 (1821-1910)
RED AND WHITE PLUM BLOSSOM

Edo period (1615-1868) or Meiji era (1868-1912),
 mid-late 19th century

Kakejiku (hanging scroll), ink and colours on silk in silk mounts,
 depicting the gnarled branch of an ancient plum tree with red and
 white blossoms; wood *jiku* (roller ends)

Signed *Hō Shin'ichi* 抱真一 with seal *Hōshuku* 方祝

Modern wood storage box

Overall: 179.5 x 52.3cm (70 5/8 x 20 5/8in.)

Image: 100.5 x 35.4cm (39½ x 13 7/8in.) (2).

£3,000 - 5,000

JPY390,000 - 650,000

US\$3,900 - 6,500



118

Published

Murashige Yasushi 村重寧 and Kobayashi Tadashi 小林忠 eds.
Rinpa 琳派, Kyoto, Shikōsha 紫紅社, 1989, vol. 2, cat. no. 23

Nozaki Hōsei, who also used the name Shin'ichi, was evidently a
 follower or pupil of Sakai Hōitsu, or perhaps of Hōitsu's leading disciple
 Suzuki Kiitsu.



119

118 ^{YΦ}

**MATSUMURA KEIBUN 松村景文 (1779-1843)
SPARROW PERCHED ON SNOW-LADEN PINE**

Edo period (1615-1868), early-mid 19th century
Kakejiku (hanging scroll), ink and slight colours on paper in silk mounts, depicting a sparrow on the branch of a snow-laden pine; ivory *jiku* (roller ends)

Signed *Keibun* 景文 with seal *Keibun no in* 景文之印 (Seal of Keibun)

Wood *tomobako* (storage box), inscribed outside *Setchū rōshō suzume zu shihon tatehaba* 雪中老松雀図紙本豎幅 (Vertical scroll on paper, picture of an old pine and sparrow in the snow, inscribed inside with an attestation; outer wood storage box
Overall: 221 x 74.5cm (87 x 29 3/8in.)
Image: 124.3 x 53.3cm (48 7/8 x 21in.) (3).

£2,000 - 3,000
JPY260,000 - 390,000
US\$2,600 - 3,900

The elder brother of Matsumura Goshun (see lot 98), Keibun is especially admired for his bird-and-flower painting in the Shijō manner.

119 ^{TP}

**MATSUMURA KEIBUN 松村景文 (1779-1843)
BIRDS AND FLOWERS OF THE FOUR SEASONS**

Edo period (1615-1868), early 19th century
Two-panel folding screen, ink and colours on gold- and silver-decorated paper, depicting prunus, camellias, peonies, irises, water plantains and other plants and birds by a stream
171 x 184cm (67 1/4in x 72 3/8in.)

£6,000 - 8,000
JPY780,000 - 1,000,000
US\$7,800 - 10,000



120

120 ^YΦ

MORI IPPŌ 森一鳳 (1798-1871)
FISHERMEN'S COTTAGES IN MOONLIT SNOW

Edo period (1615-1868), mid-19th century
Kekejiku (hanging scroll), ink on silk in silk mounts, depicting two cottages and reeds in the snow by moonlight; ivory *jiku* (roller ends)

Signed *Ippō* 一鳳 with seal *Keishi* 敬之

Wood storage box
Overall: 118.5 x 66.2cm (46 5/8 x 26 1/8in.)
Image: 24.2 x 48.4cm (9 1/2 x 19in.) (2).

£2,000 - 3,000
 JPY260,000 - 390,000
 US\$2,600 - 3,900

121 ^YΦ

MORI IPPŌ 森一鳳 (1798-1871)
BOATMAN IN THE RAIN

Edo period (1615-1868), mid-19th century
Kekejiku (hanging scroll), ink and slight colours on paper in silk mounts, depicting a boatman poling his boat along a rainy river with reeds to either side; ivory *jiku* (roller ends)

Signed *Ippō* 一鳳 with seal *Mori Keishi in* 森敬之印 (seal of Mori Keishi)

Wood storage box
Overall: 197.5 x 75.5cm (77 3/4 x 29 3/4in.)
Image: 130 x 55cm (51 1/4 x 21 5/8in.) (2).

£2,000 - 3,000
 JPY260,000 - 390,000
 US\$2,600 - 3,900

Mori Ippō was born in Kyushu but lived and worked in Osaka. He studied the Maruyama-Shijō style under Mori Tetsuzan (1775-1841), himself one of the 'Ten Great Disciples' of Maruyama Ōkyo. Ippō married his master's daughter and was adopted into the Mori family to carry on the Maruyama-Shijō tradition in Osaka after Tetsuzan's death.

122 ^YΦ

MORI IPPŌ 森一鳳 (1798-1871)
MOON AND WAVES

Edo period (1615-1868), mid-19th century
Kekejiku (hanging scroll), ink on silk in silk mounts, depicting the moon partially obscured by clouds above waves; ivory *jiku* (roller ends)

Signed *Ippō* 一鳳 with seal *Ippō* 一鳳

Wood storage box
Overall: 225 x 110cm (88 1/2 x 43 3/8in.)
Image: 166 x 81cm (65 3/8 x 31 7/8in.) (2).

£4,000 - 6,000
 JPY520,000 - 780,000
 US\$5,200 - 7,800



121



122



123 ^YΦ

KAMISAKA SEKKA 神坂雪佳 (1866-1942)
MOON AND PLUME GRASS

Meiji (1868-1912), Taisho (1912-1926), or Showa (1926-1898) era,
late 19th-first half of the 20th century
Fan-leaf mounted as a *kakejiku* (hanging scroll), ink, colours, and gold
wash on paper, depicting a stand of *susuki* (plume grass) against the
moon; ivory *jiku* (roller ends)

Signed Sekka 雪佳 with seal *Seisei* 青々

Modern wood storage box; outer cardboard box
Overall: 143.5 x 68.8cm (56½ x 27 1/8in.)
Image: 53 x 17.4cm (20 7/8 x 6 7/8in.) (3).

£1,500 - 2,000
JPY200,000 - 260,000
US\$1,900 - 2,600

Published

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Rinpa 琳派, Kyoto, Shikōsha 紫紅社, 1989, vol. 2, cat. no. 244

124

YAMAMOTO BAIITSU 山本梅逸 (1783-1856)
OVERHANGING CLIFF WITH BAMBOO AND ORCHID

Edo period (1615-1868), 1843
Kakejiku (hanging scroll), ink on paper in silk mounts, depicting
bamboo and orchid growing in a ravine; wood *jiku* (roller ends)

Signed *Mizunoto-u no aki Gyokuzen no ya ni oite sha Baikarō Itsuryō*
癸卯之秋寫於玉禪之屋梅花老逸亮 (Drawn by Baikarō Itsuryō in the
Gyokuzen hut in autumn 1843) with seals
Baiitsu 梅逸 and *Yamamoto* 山本

Wood storage box
Overall: 206 x 60cm (81 1/8 x 23 5/8in.)
Image: 132 x 44.8cm (52 x 17 5/8in.) (2).

£2,000 - 3,000
JPY260,000 - 390,000
US\$2,600 - 3,900



124



125

YAMAMOTO BAIITSU 山本梅逸 (1783-1856)

DEER AND GRASSES

Edo period (1615-1868), early-mid 19th century
Kakejiku (hanging scroll), ink and colours on silk in silk mounts,
depicting a deer amidst plum grass; wood *jiku* (roller ends)

Signed *Baiitsu* 梅逸 with seal *Baiitsu* 梅逸

Wood storage box

Overall: 128.3 x 48cm (50½ x 18 7/8in.)

Image: 39.5 x 31.7cm (15½ x 12½in.) (2).

£2,000 - 3,000

JPY260,000 - 390,000

US\$2,600 - 3,900

126^{YΦ}

KŌNO BAIREI 幸野樸嶺 (1844-1895)
LOTUS FLOWER AND GOURD

Meiji era (1868-1912), 1883

Kakejiku (hanging scroll), ink and slight colours on paper in silk mounts, depicting a branch of lotus lying against a drinking-flask formed from a dried gourd, with an inscription *Gokuraku no sekai mata kono naka ni zōsu* 極樂世界亦藏此中 (Another paradise is stored within); ivory *jiku* (roller ends)

Signed *Mizunoto-hitsuji risshūgo ichinichi Museishioku ni oite Bairei ga* 癸未立秋后一日寫於無聲詩屋樸嶺畫 (Painted by Bairei at the Museishioku on the second day of autumn 1883) with two seals, the first *Kōno Naotoyo* 幸野直豐

Wood *tomobako* (storage box), inscribed inside to the effect that this painting was remounted by the Kimura Seikōdō 木村清好堂 workshop, Kyoto, in April 1934

Overall: 223 x 69cm (87¾ x 27 1/8in.)

Image: 130.5 x 59cm (51 3/8 x 23¼in.) (2).

£5,000 - 8,000

JPY650,000 - 1,000,000

US\$6,500 - 10,000

A leading pupil of Nakajima Raishō (see lot 127) and himself a very influential teacher, Bairei briefly explored the principles of Western art but generally painted in the lively version of the Shijō style seen here; see Conant 1995, pp.310-311.



127

NAKAJIMA RAISHŌ 中島来章 (1796-1871) AND VARIOUS CALLIGRAPHERS

IMPERIAL ALBUM OF THE EIGHT VIEWS OF LAKE BIWA

Edo period (1615-1868), circa 1847-1855

Folding album of eight paintings and eight poems (see below), ink and colours on silk painted with gold washes and embellished with gold flakes, each painting and poem bordered in gold paper; bound in silk brocade with repoussé silver corner pieces decorated with 16-petalled chrysanthemums and clouds; the endpapers stencilled and painted in gold wash with auspicious symbols

The title slip reading *Ōmi Hakkei* 近江八景 (Eight Views of Lake Biwa) in calligraphy reputed to be that of Kujō Sadaijin Naotada 九条左大臣尚忠 (Kujō Naotada, Great Minister of the Left, circa 1798-1871); each painting signed *Raishō* 来章 with a seal *Raishō* 来章
Modern wood storage box; outer cardboard box and *furoshiki* (carrying cloth)

Overall: 37 x 33cm (14 5/8 x 13in.)

Each painting and poem: 24.4 x 21.3cm (9 5/8 x 8 3/8in.) (4).

£30,000 - 50,000

JPY3,900,000 - 6,500,000

US\$39,000 - 65,000

1

Awazu no seiran 粟津晴嵐 (Clear Weather after a Storm at Awazu)

Accompanying poem:

くも払ふあらしにつれて百船も千船も浪の粟津によする

Kumo harau / arashi ni tsurete / momofune mo / chifune mo nami no / Awazu ni yosuru

Following the storm / as it clears the clouds away / hundreds of boats and / thousands of boats glide through the / waves to Awazu

The calligraphy reputedly by Arisugawa Nakatsukasa Kyōnomiya Takahito Shinnō 有栖川中務卿宮幟仁親王 (Imperial Prince Arisugawa Takahito of the Upper Fourth Rank in the Ministry of Central Affairs, 1812-1886). An outstanding poet and calligrapher, Arisugawa Takahito would later serve as tutor to the future Emperor Meiji; the official copy of the Meiji Charter Oath was in his handwriting.

2

Seta no sekishō 勢田夕照 (Evening Glow at Seta Bridge)

Accompanying poem:

露時雨もる山遠く過ぎきつつ夕日のわたる勢田の長橋

Tsuyu shigure / moru yama toku / sugikitsutsu / yūhi no wataru / Seta no nagahashi

A gentle shower / of rain passes over the / distant mountains / as the evening sun descends / by the long bridge of Seta

The calligraphy reputedly by Hirohata Utaishō Mototoyo kyō 広幡右大将基豊卿 (Lord Hirohata Mototoyo, Major Captain of the Right, 1800-1857)

3

Mii no bansho 三井晩鐘 (Evening Bell at Miidera Temple)

Accompanying poem:

思うその暁ちぎる初めとぞまづきく三井の入逢の鐘

Omou sono / akatsuki chigiru / hajime to zo / mazu kiku Mii no / iriai no kane

When I hear the chimes / of Miidera Temple's / booming vesper bell / at last I know that it will / be daybreak before too long

The calligraphy reputedly by Tokudaiji Chunagon Kin'ito kyō 徳大寺中納言公純卿 (Lord Tokudaiji Kin'ito, Middle Councillor of State, 1821-1883)

4

Karasaki no yau 唐崎夜雨 (Night Rain at Karasaki)

Accompanying poem:

夜の雨に音をゆづりて夕風をよそになたつるから崎のまつ

Yo no ame ni / oto o yuzurite / yūkaze o / yoso ni na tatsuru / Karasaki no matsu

Karasaki's great / pine tree is famous for the / evening breeze but / tonight its sound cannot be / heard through the heavy night rain

The calligraphy reputedly by Ōgimachi Saishō Chūjō Jittoku Ason 正親町宰相中将実徳朝臣 (Ōgimachi Jittoku, Councillor of State and Middle Captain of the Outer Palace Guards, 1814-1896)

5

Yabase no kihan 八橋帰帆 (Boats Returning to Yabase)

Accompanying poem:

真帆引きて八橋に歸る船は今打出の濱を跡の追風

Maho hikite / Yabase ni kaeru / fune wa ima / Uchide no hama o / ato no oikaze

Setting all their sails / and caught by a following / breeze at last the boats / are driven past Uchide / beach and back to Yabase

The calligraphy reputedly by Jimyōin Zen Saishō Motonobu kyō 持明院前宰相基延卿 (Lord Jimyōin, Former Councillor of State, 1810-1868)

6

Ishiyama no shūgetsu 石山秋月 (Autumn Moon over Mount Ishiyama)

Accompanying poem:

石山やにほの海照る月影は明石も須磨も外ならぬかな

Ishiyama ya / Nio no umi teru / tsukikage wa / Akashi mo Suma mo / hoka naranu kana

Mount Ishiyama / the moon's image reflected / in the Nio sea / is finer, is it not, than / Akashi or Suma?

The calligraphy reputedly by Kuwabara Zen Chūnagon Tameaki kyō 桑原前中納言為顯卿 (Lord Kuwabara Tameaki, Former Middle Councillor of State, 1775-1855)

7

Katata no rakugan 堅田落雁 (Geese Descending on Katata)

Accompanying poem:

峯あまた越えて越路にまづ近き堅田になびき落つる雁が音

Mine amata / koete Koshiji ni / mazu chikaki / Katata ni nabiki / otsuru karigane

Flying over from / beyond the distant peaks the / wild geese approach / Koshiji and flutter down / to alight at Katata

The calligraphy reputedly by Nakayama Dainagon Tadayasu kyō 中山大納言忠能卿 (Lord Nakayama Tadayasu, Major Councillor of State, 1809-1888). Nakayama Tadayasu was the father of Emperor Meiji's mother Nakayama Keiko and held a number of senior posts during the early Meiji era as well as taking responsibility for the upbringing of the sickly Taisho Emperor.

8

Hira no bosetsu 比良暮雪 (Evening Snow on Mount Hira)

Accompanying poem:

雪晴るる比良の高峯の夕暮れは花の盛りに過ぐる頃かな

Yuki haruru / Hira no takane no / yugure wa / hana no sakari ni / suguru koro kana

Hira's lofty peaks / the best moments to view their / evening splendour / come on a clear day after / snow when cherry blossom flowers

The calligraphy reputedly by Kazan'in Zen Naidaijin Ieatsu kō 花山院前内大臣家厚公 (Lord Kazan'in Ieatsu, Former Great Minister of the Centre, 1789-1866)

A document that once accompanied this remarkable product of late-Edo courtly life is believed to have identified the imperial courtiers who collaborated on the calligraphy. The title slip was said to have been brushed by Kujō Naotada, a senior courtier who supervised the production of the sumptuously mounted and decorated album after his appointment to the rank of Sadaijin in 1847. The same document listed the leading figures, including Emperor Meiji's maternal grandfather and Prince Arisugawa Takahito, who would later serve as one of his personal tutors. The entire project was presumably completed before the death in 1855 of Kuwabara Tameaki.

The paintings, in a delicate, miniaturist version of the Maruyama-Shijō style, are by the Kyoto artist Nakajima Raishō who was taught by two pupils of the great Maruyama Ōkyo: first Watanabe Nangaku and then Ōkyo's son Maruyama Ōzui. Now considered one of the finest Shijō-style painters of the late Edo period, Raishō is better known for his bird-and-flower painting, but examples of his landscape work include a hanging scroll of the Kinkakuji Temple in snow, in the Museum of Fine Arts, Boston (inv. no. 11.8514) and contributions to a collaborative handscroll of Famous Places in Kyoto in the Twelve Months, in the same museum (inv. no. 22.432), painted in 1858. He was also a highly influential teacher who helped form many leading Meiji-era artists including Kawabata Gyokushō (see lot 89), Fujii Shōrin, Kōno Bairai (see lot 126), and the great metalworker Kanō Natsuo.

Raishō's paintings depict the Ōmi Hakkei (Eight Views of Lake Biwa), a group of scenes owing its origins to the Chinese painting tradition. The original Chinese landscapes, known as the Eight Views of Xiao and Xiang after the Xiang River and its tributary the Xiao which empty into Lake Dongting in Hunan Province, were a popular subject in Japanese painting of the Muromachi period (1333-1573). They were later often replaced, however, by a set of analogous Japanese views around the southern part of Lake Biwa, Japan's largest lake a few miles east of Kyoto; Raishō was born in Ōtsu, a town situated at its southwestern extremity. The themes of the original Chinese set were retained so that, for example, Autumn Moon at Lake Dongting became Autumn Moon at Ishiyama. Although there are various theories surrounding the origins of the eight descriptive *waka* (31-syllable poems) associated with the Eight Views, they are traditionally believed to have been composed on the thirteenth day of the eighth month of 1500 by Konoe Masaie at the invitation of the Governor of Ōmi, Rokkaku Takayori.



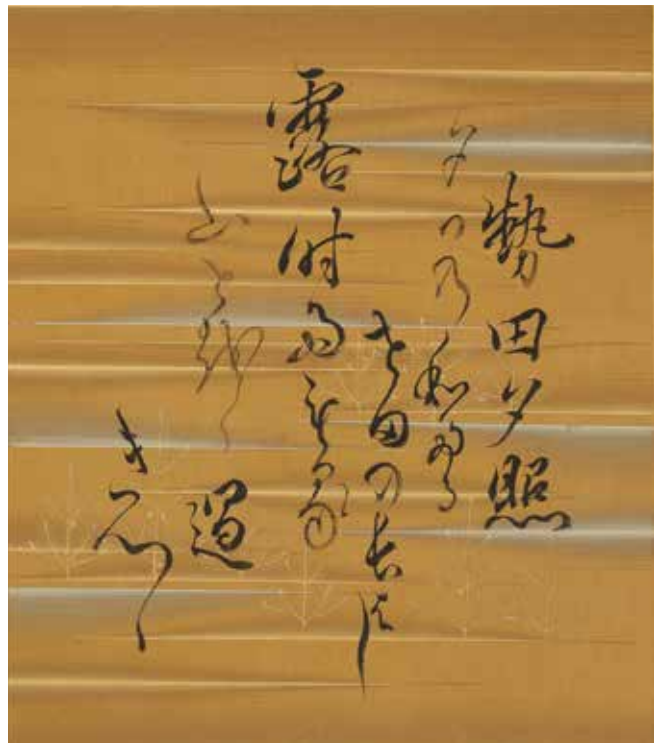
(front cover of album)

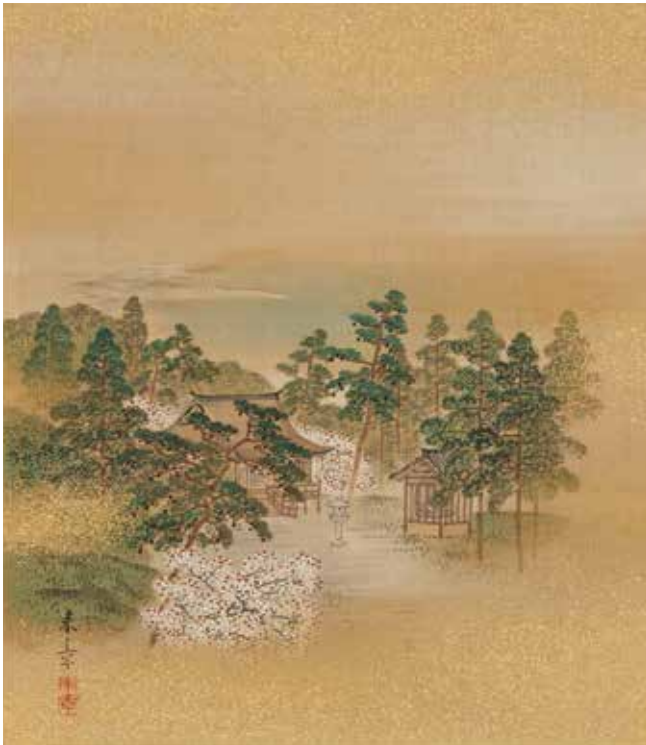


1. Awazu



2. Seta

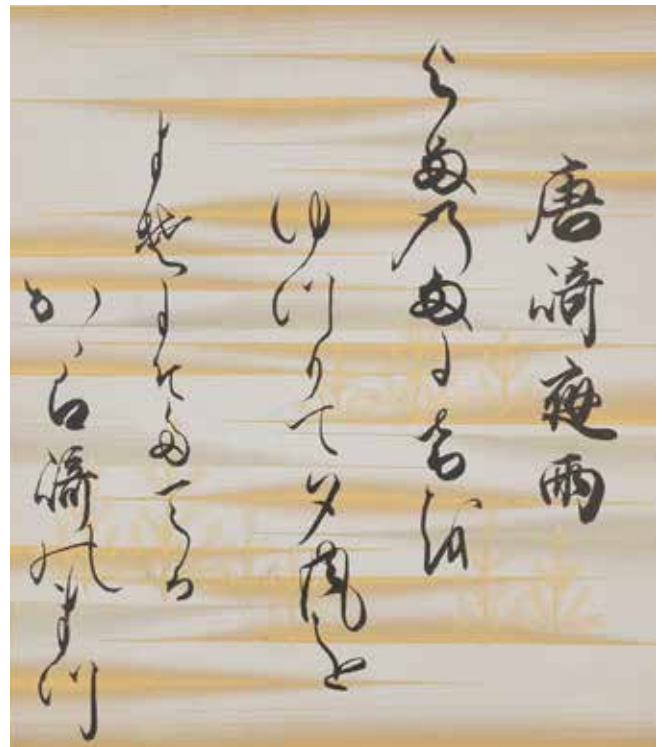




3. Mii

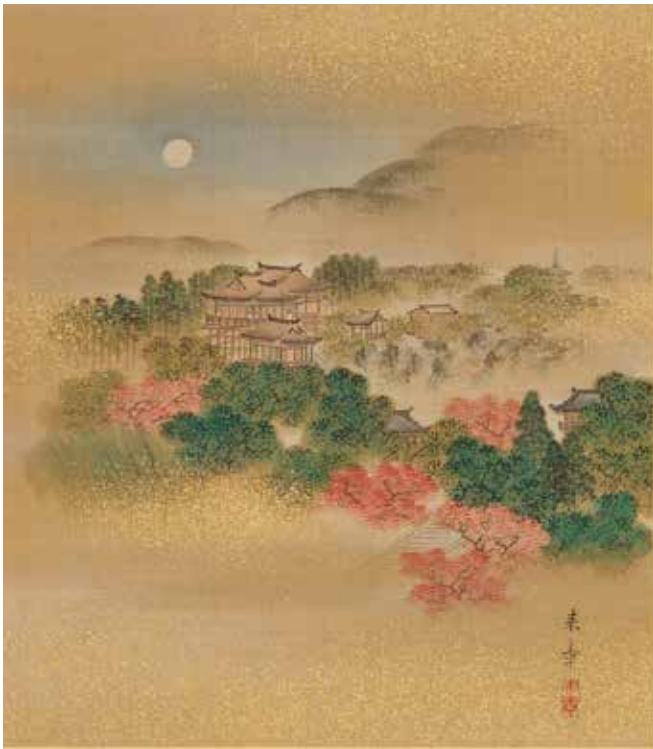


4. Karasaki

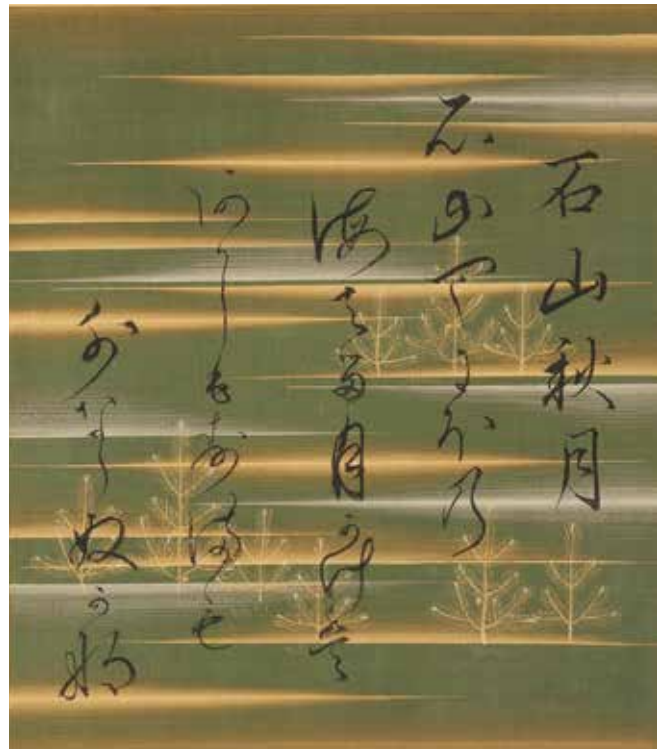




5. Yabase

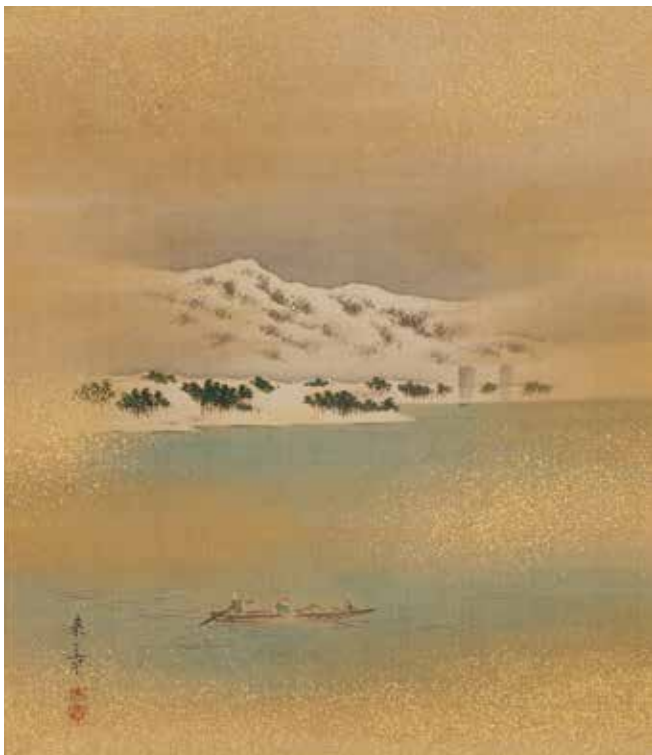
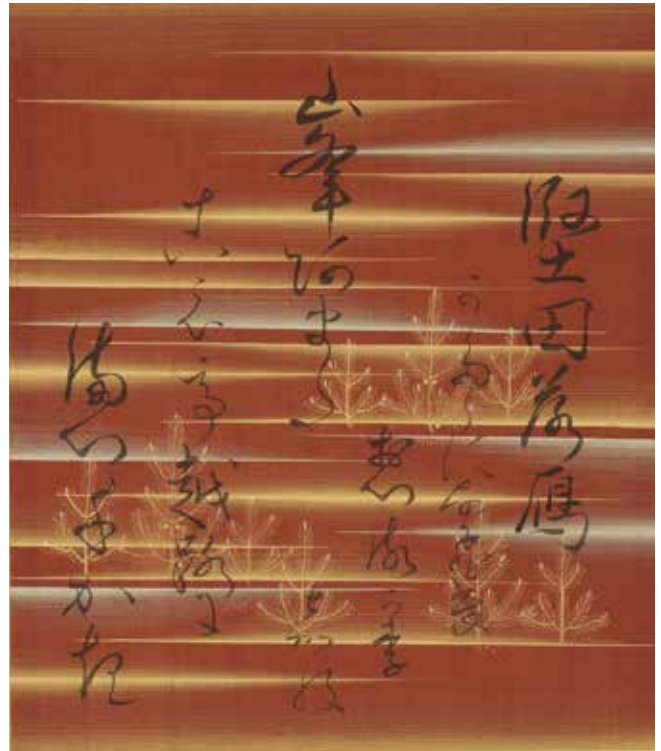


6. Ishiyama

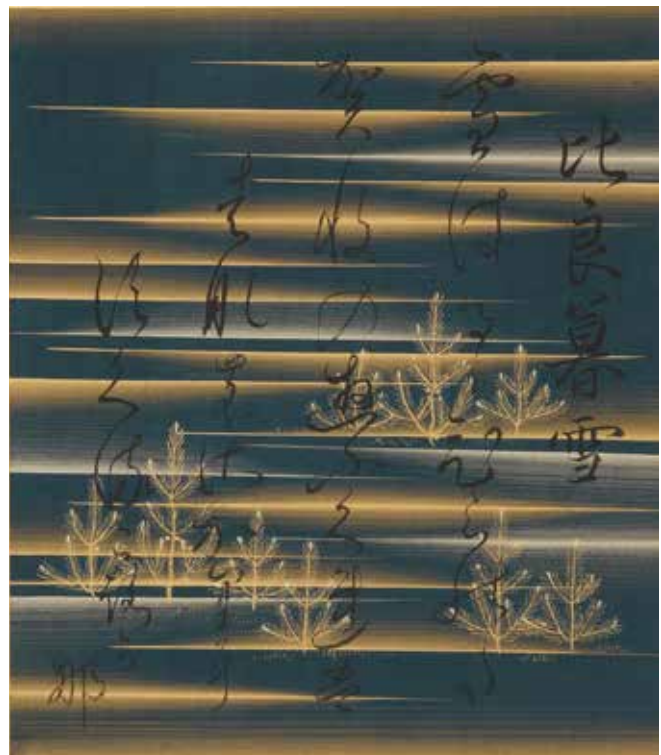




7. Katata



8. Hira





128^{YΦ}

SHIOKAWA BUNRIN 塩川文麟 (1808-1877)
FIREFLIES AT NIGHT

Meiji era (1868-1912), 1870s

Kakejiku (hanging scroll), ink and colours on silk in silk mounts, depicting fireflies and grasses by river; ivory *jiku* (roller ends)

Signed *Bunrin* 文麟 with a seal *Kachiku On* . . .
可竹温

Wood *tomobako* (storage box), inscribed outside
Bunrin hotaru zu 文麟螢図 (Firefly painting by Bunrin)

Overall: 200.5 x 58.4cm (79 x 23in.)

Image: 112 x 41.5cm (44 1/8 x 16 3/8in.) (2).

£2,000 - 3,000

JPY260,000 - 390,000

US\$2,600 - 3,900

For a large-scale version of this subject by Bunrin, a pair of six-panel folding screens in the Nelson-Atkins Museum, Kansas City, see Conant 1995, cat. no. 1. Painted in 1874, at the very beginning of the Meiji era, the screens are celebrated for their daringly innovative fusion of elements from different pictorial traditions, a quality also abundantly apparent in this scroll.

129

SHIOKAWA BUNRIN 塩川文鱗 (1808-1877)
SEA BREAM AND BAMBOO GRASS

Edo period (1615-1868) or Meiji era (1868-1912),
circa 1863

Kakejiku (hanging scroll), ink and colours on paper
in silk mounts, depicting the head and tail of a sea
bream, with bamboo grass above;
wood *jiku* (roller ends)

Signed *Bunrin* 文鱗 with seals *Bunrin Shion*
文鱗子温 and *Mokubutsu Shōgyo* 木佛小漁

Inner wood storage box and associated outer
lacquered-wood storage box

Overall: 208 x 67cm (81 7/8 x 26 3/8in.)

Image: 130 x 57.4cm (51 1/4 x 22 5/8in.) (3).

£10,000 - 15,000

JPY1,300,000 - 2,000,000

US\$13,000 - 19,000

Another painting of this rare subject by Bunrin,
datable to 1863, is in the Philadelphia Museum of
Art, see [http://www.philamuseum.org/collections/
permanent/90756.html](http://www.philamuseum.org/collections/permanent/90756.html)





130

130 ^{YΦ}

SHIOKAWA BUNRIN 塩川文麟 (1808-1877)
PROCESSION IN HAIGA STYLE

Edo period (1615-1868) or Meiji era (1868-1912), mid-19th century *Makimono* (handscroll), ink and colours on paper in paper mounts with a silk *mikaeshi* (leader), with a humorous depiction of a lantern procession, preceded by an inscription signed *Genchū* 元冲; ivory *jiku* (roller ends)

Signed *Bunrin* 文麟 with a seal

Modern wood storage box

Overall: 22.8 x 144cm (9 x 56 5/8in.)

Image: 19.5 x 68.2cm (7 5/8 x 26 7/8in.) (2).

£2,000 - 3,000

JPY260,000 - 390,000

US\$2,600 - 3,900

131 ^{YΦ}

KAWANABE KYŌSAI 河鍋晁斎 (1831-1889)
THE SIX POETIC IMMORTALS

Meiji era (1868-1912), circa 1870

Kakejiku (hanging scroll), ink and slight colours on paper in silk mounts, depicting the *Rokkasen* (Six Poetic Immortals): Sōjō Henjō and Kisen Hōshi in monks' robes, Ono no Komachi, the sole female member of the group, and the three courtier-poets Ariwara no Narihira, Ōtomo no Kuronushi, Fumiya no Yasuhide; ivory *jiku* (roller ends)

Signed *Kyōsai* with seal *Isshō Keiko* 一生稽古 (Practice all your life)

Inner wood *tomobako* (storage box) inscribed outside *Rokkasen zu yokofuku Kyōsai hitsu* 六歌仙圖横幅 晁斎筆 (Horizontal hanging scroll of the Six Poetic Geniuses); outer wood *tomobako* with the same inscription

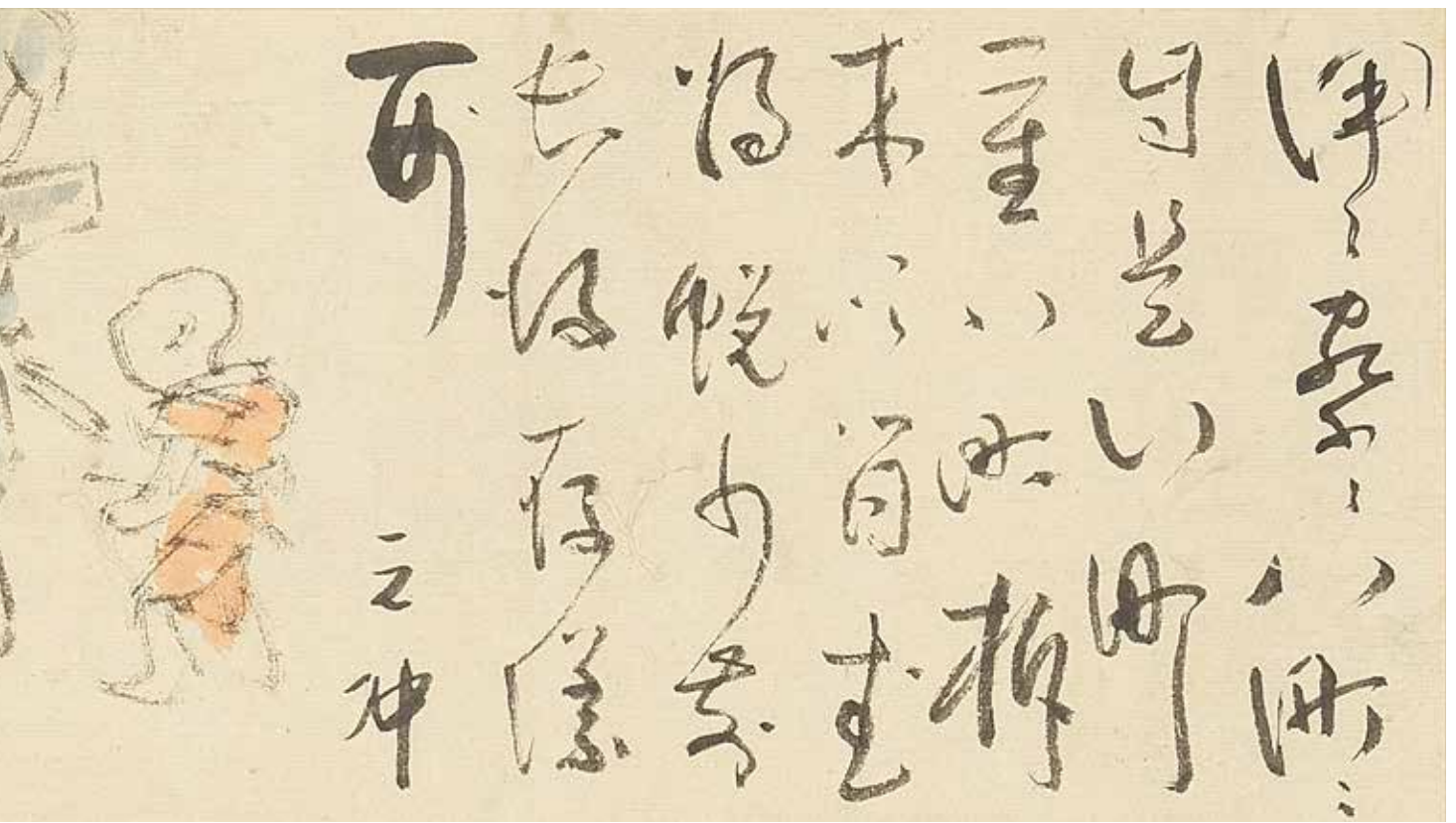
Overall: 128.5 x 63.5cm (50 5/8 x 25in.)

Image: 33.2 x 44.8cm (13 1/8 x 17 5/8in.) (3).

£5,000 - 8,000

JPY650,000 - 1,000,000

US\$6,500 - 10,000





132

132 YΦ

MATSUDA KYŌTEI 松田杏亭 (1887-1965)
CARP AND CATFISH

Showa era (1926-1989), mid-20th century
Two *kakejiku* (hanging scrolls), ink on paper in silk mounts,
one depicting a carp and the other depicting a catfish;
ivory *jiku* (roller ends)

The carp scroll signed *Kyōtei ga* 杏亭画 (Painted by Kyōtei) with seals *Yasusada no in* 安貞之印 (Seal of Yasusada) and *Gō Kyōtei* 號杏亭 (Named Kyōtei); the catfish scroll signed *Kyōtei ga* 杏亭画 (Painted by Kyōtei) with seals *Matsuda Kyōtei ga in* 桑田杏亭画印 (Painting seal of Matsuda Kyōtei) and *Gessuidō shujin* 月醉堂主人 (Master of the Tipsy-by-Moonlight Studio)

Wood *tomobako* (storage box) inscribed outside *Koi namazu* 鯉鯰 (Carp and Catfish), signed inside *Kyōtei ga* 杏亭画 (Painted by Kyōtei) with seal *Kyōtei* 杏亭

Each overall: 200 x 69.5cm (78¾ x 27 3/8in.)

Image: 125 x 58cm (49¼ x 22 7/8in.) (3).

£3,000 - 5,000
JPY390,000 - 650,000
US\$3,900 - 6,500

Matsuda Kyōtei showed his work at the Teiten exhibition in 1933. Sometimes nicknamed *Koi no Kyōtei* (Carp Kyōtei), the artist here depicts his favourite subject.





134

133 TP

**MURAISHI KEIICHI 村石慶一 (BORN 1949)
SNOW LANDSCAPE**

Heisei era (1989-), 2002

Pair of two-panel folding screens, ink on paper, depicting snowy crags and pines framing a calm sea with islands and mountains in the distance

The right-hand screen with two seals, one reading *Shinten'ō* 信天翁; the left-hand screen signed *Heisei jūyonnen shigatsu Shingyūanshu Beisai hitsu* 平成十四年四月 晋牛庵主 米齋筆 (Brushed in April 2002 by Shingyūanshu Beisai) with a seal *Gachūbei* 畫忠米

Each 152 x 190cm (59 7/8 x 74 3/4in.) (2).

£3,000 - 5,000

JPY390,000 - 650,000

US\$3,900 - 6,500

Born in 1949, Muraishi Keiichi was raised in Yamagawa, Fukuoka Prefecture and was inspired to become a painter and calligrapher by a childhood visit to view the ceiling paintings at the local Miyajitake Shrine. He took calligraphy as his undergraduate major, followed by a Masters in art history at Kyushu University. He was commissioned to paint *fusuma* (sliding door panels) for *Kōrin'in*, one of the sub-temples at Daitokuji Temple in Kyoto.

Illustrated on page 117.

134

**MURAISHI KEIICHI 村石慶一 (BORN 1949)
GRAPEVINE AND DRAGONFLY**

Heisei era (1989-), 1996

Kakejiku (hanging scroll), ink on paper in silk mounts, depicting a dragonfly next to the fruiting branch and descending tendril of a grapevine, with a ten-character inscription 淡白秋来日疎涼雨後風 (Simple and plain, days when autumn is on its way; sparse and cool, the breeze after the rain); wood *jiku* (roller ends)

Signed: *Heisei hachinen jūgatsu tsuitachi Beisai hitsu* 平成八年十月一日米齋筆 (Painted by Beisai on 1 October 1996), with seals *Ten'yū* 天遊, *Shinten'ō* 信天翁, and *Gachūbei* 畫忠米

Wood storage box and outer cardboard sleeve

Overall: 190 x 69cm (74 3/4 x 27 1/8in.)

Image: 100.3 x 49.6cm (39 1/2 x 19 1/2in.) (3).

£2,000 - 3,000

JPY260,000 - 390,000

US\$2,600 - 3,900

135

**MURAISHI KEIICHI 村石慶一 (BORN 1949)
DARUMA**

Heisei era (1989-), 1997

Kakejiku (hanging scroll), ink on paper in silk mounts,
depicting a grimacing head of Daruma looking out
over a rock; wood *jiku* (roller ends)

Signed *Heisei kunen Beisai hitsu* 平成九年米齋筆
(painted by Beisai in 1997) with seals *Kanchū no raku*
間中之樂 (The joy of leisure) and *Gu Beisai*
愚米齋 (Foolish Beisai); inscribed *Shingan* 心眼
(Mind's eye)

Wood *tomobako* (storage box) inscribed outside
Daruma no zu 達磨之図 (Picture of Daruma),
signed inside *Beisai hitsu* 米齋筆 (Painted by Beisai);
cardboard slipcase

Overall: 220 x 93cm (86 5/8 x 36 5/8in.)

Image: 139 x 72.3cm (54 3/4 x 28 1/2in.) (3).

£2,000 - 3,000

JPY260,000 - 390,000

US\$2,600 - 3,900

**THE AFTERNOON SESSION
CONTINUES WITH LOT 136 IN THE
FINE JAPANESE ART SALE
PLEASE SEE SEPARATE CATALOGUE**



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**THE JULIUS AND ARLETTE
KATCHEN COLLECTION OF
FINE NETSUKE: PART I**

Tuesday 8 November 2016
New Bond Street, London

**A SELECTION OF FINE NETSUKE
18TH/19TH CENTURY**

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FINE JAPANESE ART

Thursday 10 November 2016 at 1pm
New Bond Street, London

**ATTRIBUTED TO KAWAHARA KEIGA
(1786–AFTER 1865)**

Portrait of Hendrik Doeff
Edo period (1615-1868),
circa 1809-1830
£25,000 - 30,000

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1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £100,000 of the *Hammer Price*
20% from £100,001 to £2,000,000 of the *Hammer Price*
12% from £2,000,001 of the *Hammer Price*

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

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

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

8. VAT

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

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

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

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

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

9. PAYMENT

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

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

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements

Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

≈ Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of *Catalogue* Terms

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

21. PICTURES

Explanation of *Catalogue* Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

Wines lying in Bond are marked Δ. 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.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	9.3 Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1 If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):		9.3.1 the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1 to terminate this agreement immediately for your breach of contract;	7.4	9.3.2 it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2 to retain possession of the <i>Lot</i> ;		
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	9.4 You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.5 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:	9.5 If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.6 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	9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
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	9.7 If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.8 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	9.8 Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.9 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	10 OUR LIABILITY
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	10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.11 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	10.2 Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.2 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	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
	8.2.3	10.2.2 changes in atmospheric pressure; nor will we be liable for:
	9	10.2.3 damage to tension stringed musical instruments; or
	9.1	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.
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10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"New Bond Street" means *Bonhams's* 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's* 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's* normal business bank account.

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

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If successful

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Please contact me with a shipping quote (if applicable)

Sale title: The Ethereal Brush: Important Japanese Paintings		Sale date: 10 November 2016													
Sale no. 24040		Sale venue: New Bond Street													
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Customer Number		Title													
First Name		Last Name													
Company name (to be invoiced if applicable)															
Address															
City		County / State													
Post / Zip code		Country													
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