

A reproduction of a painting by Pieter Paul Rubens, 'The Knight with the Jug'. The painting depicts a knight in full armor, including a helmet with a plume and a breastplate. He is shown from the waist up, holding a large, ornate jug in his left hand and a smaller cup or bowl in his right hand. The knight's face is illuminated by a warm, golden light, contrasting with the dark, shadowed background. The overall style is characteristic of the Baroque period, with strong contrasts and detailed rendering of textures.

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Front cover: Lot 61 (detail)
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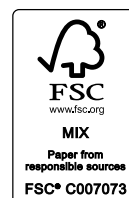
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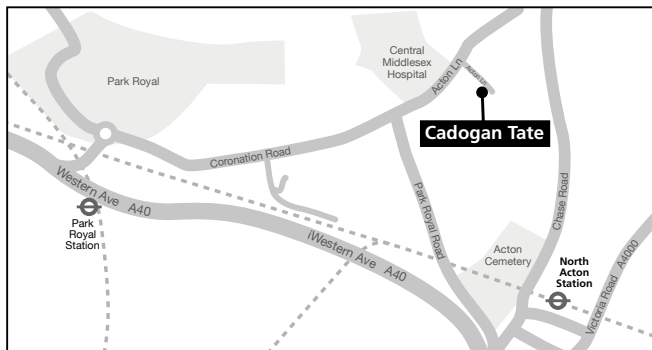
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the catalogue.



1

SAMUEL VAN HOOGSTRATEN (DORDRECHT 1627-1678)

A shepherdess and shepherd resting beneath a tree, within a painted arched frame

signed with initials 'S.v.H.' (lower centre)

oil on canvas

55.5 x 43.2cm (21 7/8 x 17in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Provenance

With W.E. Duits, London, 1931

Private Collection, UK, for at least 40 years

Literature

W. Sumowski, *Gemälde der Rembrandt-Schüler*, Landau, 1983, vol. II, p. 1294, cat. no. 841, ill., p. 1324

M. Roscam Abbing, *De Schilder en Schrijver Samuel van Hoogstraten 1627-1678. Eigentijdse Bronen en Oeuvre van Gesigneerde Schilderijn*, Leiden, 1993, no. 57

C. Brusati, *Artifice and illusion: the art and writing of Samuel van Hoogstraten*, Chicago and London, 1995, p. 357, cat. no. 61

Samuel van Hoogstraten, although better known for his *trompe l'oeil* paintings and perspective boxes, painted a number of accomplished genre scenes. The present work relates in style and figure types to his other genre pictures from the late 1660s and 1670s, which reveal the influence of the late works of Pieter de Hooch, particularly to *The Anaemic Lady*, now in the Rijksmuseum (see: Sumowski, *ibid*, pp. 1294-1295, cat nos. 836-842).



2

VENETIAN SCHOOL, LATE 16TH CENTURY

Portrait of a bearded gentleman, bust-length, in black costume and a black felt hat

oil on canvas

71.8 x 61cm (28 1/4 x 24in).

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 15,000



3 *

**CIRCLE OF MARCUS GHEERAERTS THE YOUNGER
(BRUGES 1561-1635 LONDON)**

Portrait of William Cecil, 1st Baron Burghley, three-quarter-length, seated by a table, wearing black, with the Order of the Garter, with a fine jewel bearing a cameo portrait of Queen Elizabeth I, holding the Lord Chamberlain's white staff of office inscribed 'Lord Treas' Cecil' (lower right)
oil on panel

113.8 x 88.2cm (44 13/16 x 34 3/4in).

£6,000 - 8,000

€6,800 - 9,100

US\$7,600 - 10,000

Provenance

With Lane Fine Art, London, where purchased by the present owner in 1980

The present composition uses as its source the full-length portrait of Lord Burghley which now hangs at Hatfield House, Hertfordshire. Strong dates this latter painting to circa 1596-97 but suggests that it may not be the original of this portrait type, which he identifies as Type C (see: R. Strong, *Tudor and Jacobean Portraits*, London, 1969, vol. I, pp. 32-33 and vol. II, pl. 61).



4 TP

**CIRCLE OF FRANS FLORIS THE ELDER
(ANTWERP CIRCA 1519-1570)**

The Triumph of David
oil on panel
38.5 x 145.8cm (15 3/16 x 57 3/8in).
unframed

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 15,000

Provenance

Sale, Phillips, London, 16 April 1991, lot 176
(as Circle of Martin de Vos)



5

**ATTRIBUTED TO JOHN DE CRITZ
(ANTWERP 1551-1642 LONDON)**

Portrait of Robert Cecil, 1st Earl of Salisbury, three-quarter-length, in black costume beside the purse of the Lord Privy Seal dated 'An^o. 1599' (upper left) and inscribed in Greek (upper right) oil on panel

91 x 74.4cm (35 13/16 x 29 5/16in).

£6,000 - 8,000

€6,800 - 9,100

US\$7,600 - 10,000

Provenance

Philip Wharton, 4th Baron Wharton (1613-1696)

Thence by descent through the family to Charles John Halswell Kemeys-Tynte, 9th Baron Wharton, Hallswell Park, Bridgewater, offered by his executors

Sale, Sotheby's, London, 17 November 1948, lot 28, where purchased by Dr. E. Elmhirst and thence by descent to his widow Sheila, by whom offered

Sale, Sotheby's, London, 23 June 1976, lot 8 (£700)

Sir Peter Wakefield (1922-2010)

With Lane Fine Art, London, where purchased by the present owner in 1980

Literature

R. Strong, *Tudor and Jacobean Portraits*, London, 1969, vol. I, p. 275

A similar composition is in the National Portrait Gallery, London (see NPG 107).

6 *

VERONESE SCHOOL, EARLY 16TH CENTURY

The Triumph of Chastity; and the Triumph of Love
a pair, oil on panel
28.2 x 45.7cm (11 1/8 x 18in). (2)

£25,000 - 35,000

€28,000 - 40,000

US\$32,000 - 44,000

Provenance

Private Collection, Berlin from the early years of the 20th century,
and by descent to Henry Trubner
Thence by descent through the family

Exhibited

On loan to Seattle Art Museum, 1970-2018

When a marriage celebrated the alliance of two patrician families in renaissance Italy it was commonplace for the event to be marked by the exchange of furniture and furnishings for the new home. Pairs of *cassoni* were among the most popular wedding gifts from the late 14th century until well into the 16th century, serving both as storage chests for clothes and as seating. They were usually richly decorated with *pastiglia* ornamentation and gilding and the most impressive examples included painted panels on the front and sides; the subjects of the paintings were intended to provoke discussion with subjects that were instructive or uplifting, and the theme of chastity (represented by the unicorn) and love (represented both by Cupid and by the boar, symbol of carnal love) illustrated in the present panels strongly suggests that they would have adorned just such a wedding chest. A *cassone* displaying two panels of similar subjects is in the collection of the Museo di Castelvecchio, Verona, inv. 48-1B838 and illustrated in P. Marini et al, *Museo di Castelvecchio. Catalogo generale dei dipinti e delle miniature delle collezioni civiche veronesi. Dalla fine del X all'inizio del XVI secolo*, 2010, pp. 227-229 (according to the Fondazione Zeri website).

Henry (Heinz) Trubner (b.1920) was Curator of Asian Art at the Seattle Art Museum 1968-1987, and these panels were on loan to the Museum from 1970-2018, reference number T.L. 71.1-.4. He was the nephew of Edgar Worch (1880 - 1972), the renowned antiques dealer who specialised in oriental art.





7

BOLOGNESE SCHOOL, 17TH CENTURY

A river landscape with figures merrymaking on the banks with others bathing
oil on canvas

68.8 x 90.1cm (27 1/16 x 35 1/2in).

£6,000 - 8,000

€6,800 - 9,100

US\$7,600 - 10,000



8 TP

ANDREA VACCARO (NAPLES 1604-1670)

Saint Cecilia

signed with monogram 'AV' (lower left)

oil on canvas

129 x 104cm (50 13/16 x 40 15/16in).

£20,000 - 30,000

€23,000 - 34,000

US\$25,000 - 38,000

Provenance

Given by Canon Shine, President of St. Patrick's College, Thurles, Ireland to the present owners' grandfather on the occasion of his marriage in 1916, and thence by descent

Another version of this subject, also signed with monogram, was sold at Sotheby's, London, 8 July 1999, lot 72 (£35,000). A third version is in the Museum of Fine Arts, Budapest (see: G. de Vito, 'Appunti per Andrea Vaccaro con una nota su alcune copie del Caravaggio che esistevano a Napoli', in *Ricerche sul '600 napoletano. Scritti in memoria di Raffaello Causa*, Naples 1994-95, p. 137, fig. 55).

The influence of Vaccaro's friend and fellow Neapolitan, Bernardo Cavallino (1616-1656), is particularly evident in this work. He was clearly familiar with Cavallino's atmospheric interpretations of female saints or women playing musical instruments such as his *Harpichordist* in the Musée des Beaux Arts, Lyons, *Saint Catherine of Alexandria* in the Boymans-van Beuningen Museum, Rotterdam and his *Saint Cecilia* in the Museum of Fine Arts, Boston.



9 TP

**DOUWE JUWES DE DOUWE
(LEEWARDEN 1608-CIRCA 1661)**

Portrait of a boy and girl as Granida and Daifilo, in a landscape charged with sitter's coat-of-arms (upper right)
oil on canvas

114 x 133.2cm (44 7/8 x 52 7/16in).

£20,000 - 25,000

€23,000 - 28,000

US\$25,000 - 32,000

Provenance

Sale, Christie's, London, 8 December 1989, lot 49
With Gallerie Caretto, Turin, 1990 from whom purchased by the present owners

Literature

W. Sumowski, *Gemälde der Rembrandt-Schüler*, Landau, 1983, vol. VI
cat. no. 2255, p. 3703, ill., p. 3840

Although the present work was traditionally thought to be by Jan van Noordt, Sumowski endorses the attribution to Douwe based on comparison to the *Portretten van twee jongens in een landschap, de een gekleed als jager, de ander als Johannes de Doper* in the Rijksmuseum, Amsterdam, signed and dated 'Douwe A° 1647' (inv. no. SK-A-1357) (see literature). There are striking similarities in the composition and the treatment of the present work and the Rijksmuseum's double portrait.

ATTRIBUTED TO BARTHELEMY DU PAN (GHENT 1712-1763)

Portrait of Frederick, Prince of Wales, half-length, in a mauve coat with the sash of the Order of the Garter and an ermine-lined robe
oil on canvas

75.2 x 63.5cm (29 5/8 x 25in).

in a carved gilt wood frame with the Prince of Wales feathers

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Provenance

Said to have been commissioned by the Prince of Wales and presented to the Rt. Hon. George Lee (1700-1758)
Thence by family descent at Hartwell House until offered by the Trustees of Mrs Benedict Eyre, Hartwell House Sale, Sotheby's, London, 26 April 1938, lot 57 (as Allan Ramsay), where acquired by
The Hon. Mrs Nellie Ionides (1883 - 1962), by whose executors offered Sale, Sotheby's, London, 19 May 1963, lot 139 (as A. Ramsay)

Literature

A. Graves and W. Cronin, *A History of the Works of Sir Joshua Reynolds*, PRA, London, 1899, vol. III, p. 1019

According to tradition this historically significant portrait of Frederick, Prince of Wales was presented to his great friend, Sir George Lee (see: Graves and Cronin, *ibid* p. 1019). This gift is likely to have been made circa 1747-51, when Sir George had joined the Prince of Wales's new opposition faction, the so-called Leicester House Party, and when the Prince was visiting Hartwell. If this is correct this portrait is the prime work from which two further well-known portraits of the Prince are derived: the portrait by Jean-Etienne Liotard in the Royal Collection and the portrait by Sir Joshua Reynolds, which was also in the Hartwell House collection but is now untraced. Both of these portraits seem to have been painted after Prince Frederick's death in 1751 and Reynolds and his studio seem likely to have painted a faithful copy of the present portrait with only minor variations in the gilt froggong on the Garter star, when he was a guest at Hartwell House circa 1760 (see: D. Mannings, *Sir Joshua Reynolds: A Complete Catalogue of his Paintings*, 2000, no. 689, fig. 453).

Du Pan was born in Geneva in August 1712. After studying in Paris and Rome he had moved to England by 1743. His most important commission was for Frederick Prince of Wales: the large, informal conversation group portrait of the children of Frederick in the Royal Collection, signed and dated 1746. In October 1745 du Pan submitted a bill for £80 for 'Two pictures of His Royal Highness' at £40 each which could be associated with the present work (see: Oliver Millar, *The Tudor, Stuart and Earl Georgian Pictures in the Collection of Her Majesty the Queen*, 1963, Text Volume, p. 188). It is likely that an additional pair of portraits of the Prince and his wife, now in the Ulster Museum of Art, are also by du Pan (Oliver Millar, *ibid*). This flurry of activity for the Prince in the late 1740s fits well with the tradition of the gift to George Lee at Hartwell circa 1747.

Frederick, Prince of Wales was the eldest, but estranged, son of King George II and Caroline of Ansbach. He predeceased his father and the succession passed to his son, who became King George III. Frederick is recognised today as an important patron of the arts. A prolific collector, he was also a keen musician: a portrait by Philip Mercier, now in the National Portrait Gallery, depicts him playing the cello in the company of his sisters; while he came to support the Opera of the Nobility in Lincoln's Inn Fields which rivalled the King's Theatre in Haymarket, which was supported by his father. He was also one of the earliest cricket enthusiasts: indeed, shortly before his death in 1751 Frederick was struck by an errant fielding throw, which was at the time blamed for having burst an abscess. However, the true cause of death was, more prosaically, likely to have been pneumonia.







12 TP

FRANCESCO DE MURA (NAPLES 1696-1782)

An Allegory of Summer

oil on canvas

155.8 x 181.8cm (61 5/16 x 71 9/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

We are grateful to Professor Nicola Spinosa for confirming the attribution to de Mura on the basis of a colour photograph.



13 TP

STUDIO OF FRANCESCO DE MURA (NAPLES 1696-1782)

An Allegory of Winter

oil on canvas

155.3 x 181.8cm (61 1/8 x 71 9/16in).

£5,000 - 7,000

€5,700 - 7,900

US\$6,300 - 8,900

The figure of *Winter*, with some minor differences, is repeated in the *Erminia and the Shepherds* by De Mura, which was sold at Sotheby's, London, 13 March 1963, lot 39.



14

14 TP

**CIRCLE OF GIOVANNI PAOLO PANINI
(PIACENZA 1691-1765 ROME)**

The Colosseum, Rome
oil on canvas
98 x 135.5cm (38 9/16 x 53 3/8in).

£15,000 - 20,000
€17,000 - 23,000
US\$19,000 - 25,000

Provenance

Frederick Quinn, Springfield, Clonmel, Ireland by whom offered
Sale, Bennetts, Clonmel, 24 June 1931, lot 38, £15
Probably acquired by the present owners' grandfather at this sale as
Quinn was a personal friend

15

**PIERRE-PAUL PRUD'HON
(CLUNY 1758-1823 PARIS)**

Portrait of a gentleman, bust-length, in a black coat and black cravat
signed 'PP.Prud'hon' (lower left)
oil on canvas
46.1 x 38.2cm (18 1/8 x 15 1/16in).

£30,000 - 50,000
€34,000 - 57,000
US\$38,000 - 63,000

Provenance

Charles Auguste Herbé (1801-1884), France, and thence by descent
to the present owner

Herbé, who owned this study in the 19th century, was a French artist
who trained under Antoine-Jean Gros (1771-1835) and was chiefly
known for portraits and history painting.



16 TP

ATTRIBUTED TO JAN WILDENS (ANTWERP 1586-1653)

Winter: a landscape with elegant figures skating and boys fighting with snowballs in the foreground, beside a village and a view of Antwerp in the distance beyond

oil on canvas

99.6 x 148.9cm (39 3/16 x 58 5/8in).

£55,000 - 75,000

€62,000 - 85,000

US\$70,000 - 95,000

Provenance

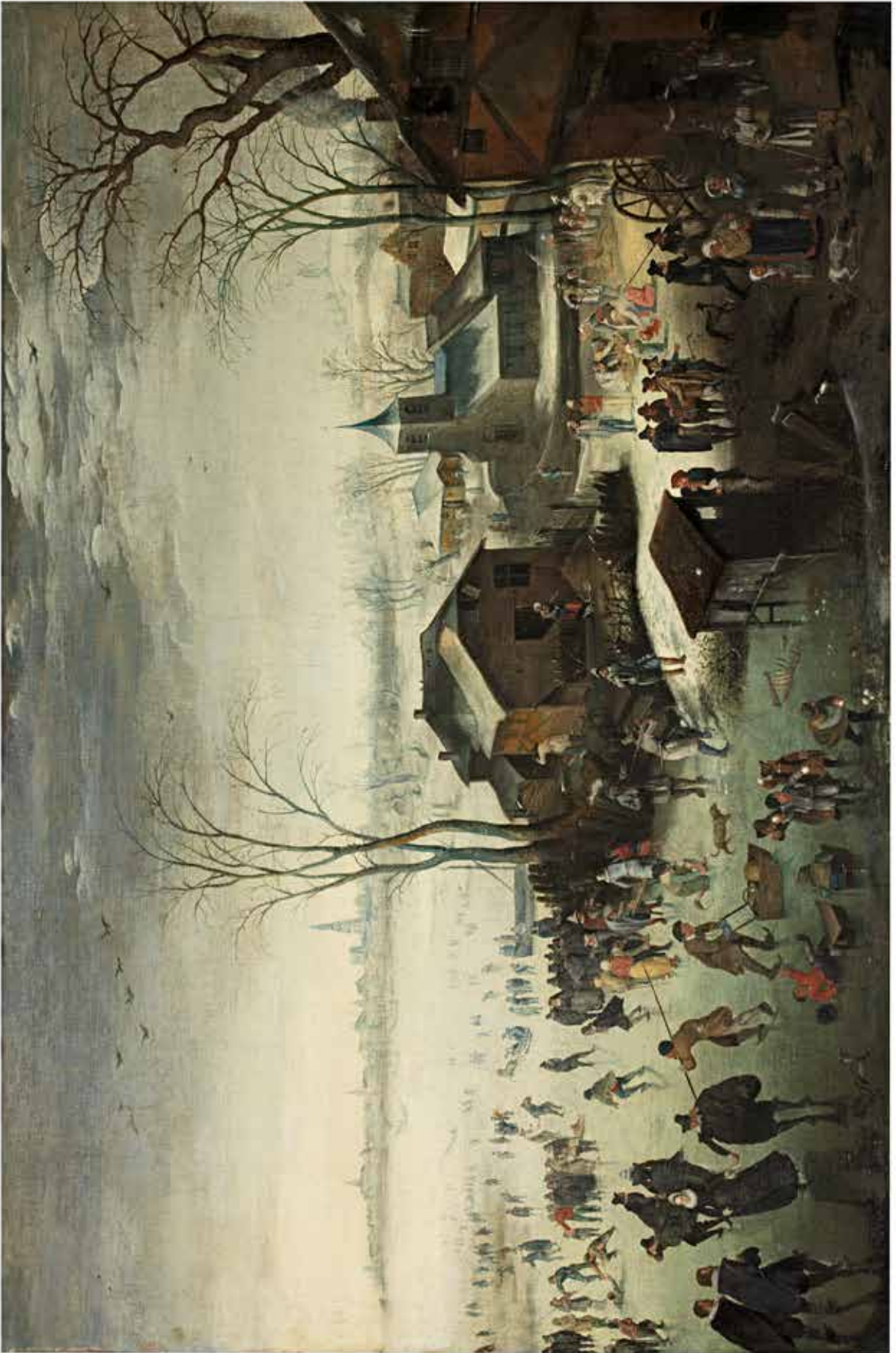
Acquired in Brussels circa 1958 by the current owner's parents and thence by descent

The present composition is related broadly, in reverse, to the composition which can be found in an engraving by Hendrick Hondius after Jan Wildens, dated 1614 and entitled 'JANUARIUS' (fig. 1).

The city of Antwerp can be seen in the background. A further related canvas with numerous differences from the engraving by Jan Wildens, 53.3 x 34.1 cm., is in the Musei di Strada Nuova, Genoa.



fig. 1





17 TP

CHARLES D'AGAR (PARIS 1669-1723 LONDON)

Portrait of John Churchill, 1st Duke of Marlborough, three-quarter-length, in armour and an embroidered sash, holding a helmet, standing beside a stone plinth with a landscape beyond

oil on canvas

124.5 x 100cm (49 x 39 3/8in).

£6,000 - 8,000

€6,800 - 9,100

US\$7,600 - 10,000

Provenance

Presumably by descent from the sitter via Charles Spencer, 3rd Duke of Marlborough to his daughter, Lady Diana Spencer, who married Frederick St. John, 2nd Viscount Bolingbroke

By descent to Henry, 6th Viscount Bolingbroke, by whom offered Sale, Christie's, London, 10 December 1943, lot 45, (bt Leggatt, £21), by whom offered

Sale, Christie's, London, 13 May 1960, lot 59 (bt Collins, £27.6.0)

The present portrait depicts the Duke of Marlborough in the earlier part of his celebrated military career. Charles d'Agar also painted Marlborough's youngest daughter, Mary, Duchess of Montagu, and two of his granddaughters, Ladies Henrietta and Mary Godolphin.



18 *

**CORNELIS JONSON VAN CEULEN
(LONDON 1593-1661 UTRECHT)**

Portrait of a lady, said to be Lettice, Lady Falkland (circa 1612-1647), half-length, in a black dress with white lace collar and cuffs and a green and pink bow
signed with initials and dated 'C.J. fecit/ 1625' (lower left)
oil on canvas
73.8 x 61.4cm (29 1/16 x 24 3/16in).

£12,000 - 18,000

€14,000 - 20,000

US\$15,000 - 23,000

Provenance

Mr G.B. Lambert, North Ferriby Hall, Yorkshire, before 1866
With Galerie Alexandre Imbert, Rome
With Sedelmeyer Gallery, Paris, 1896
With Lane Fine Art, London, where purchased by the present owner in 1980

Exhibited

London, South Kensington Museum, *The First Special Exhibition of National Portraits*, April 1866, no. 596 (lent by Mr G.B. Lambert)

Literature

The First Special Exhibition of National Portraits, London, 1866, exh. cat, p. 101, cat. no. 596
A.J. Finberg, 'Chronological list of portraits by Cornelius Johnson', in *Walpole Society*, 1921-22, vol. X, p.11, ill, pl. XIIIa



19

**ATTRIBUTED TO LUCAS GASSEL
(HELMONT CIRCA 1500-CIRCA 1570)**

The Return of the Prodigal Son

oil on panel

28.5 x 39.2cm (11 1/4 x 15 7/16in).

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 15,000

Provenance

Sale, Sotheby's, London, 7 July 2011, lot 133 (as Lucas Gassel),
where purchased by the father of the present owners



20

FRANS FRANCKEN II
(ANTWERP 1581-1642)

The Meeting of Jacob and Esau
signed 'fF' (on the camel's saddle, centre left)

oil on panel

55.2 x 78.7cm (21 3/4 x 31in).

£25,000 - 35,000

€28,000 - 40,000

US\$32,000 - 44,000

Provenance

Private Collection, Brussels



21

21
**FLORENTINE SCHOOL, FIRST QUARTER
 OF THE 16TH CENTURY**

The beheading of Saint Barbara
 oil on panel
19.6 x 38.5cm (7 11/16 x 15 3/16in).

£4,000 - 6,000
 €4,500 - 6,800
 US\$5,100 - 7,600

Provenance

Private Collection, Parma by 1993 (as Mariotto Albertinelli,
 according to the Fondazione Zeri)

22

AFTER JOOS VAN CLEVE, 16TH CENTURY

Portrait of a gentleman, said to be Antoine Humbelot, half-length, in a
 fur-trimmed robe
 oil on panel, arched top
45.5 x 31.1cm (17 15/16 x 12 1/4in).
 in an integral frame

£7,000 - 10,000
 €7,900 - 11,000
 US\$8,900 - 13,000

Provenance

Private Collection, Belgium

The present work is after Joos van Cleve's original composition,
 dated 1536, whereabouts unknown.



23

AMBROSIUS BENSON
(CIRCA 1495-1550 BRUGES)

Portrait of a gentleman, half-length, in fur-trimmed robes,
holding a letter
oil on panel
42.6 x 29.9cm (16 3/4 x 11 3/4in).

£100,000 - 150,000

€110,000 - 170,000

US\$130,000 - 190,000

Provenance

Private Collection, Poland

With van Diemen

With Eduard Plietzsch, Germany, before 1933

Sale, Lange, Berlin, 7-9 April 1938, lot 2

Private Collection, UK, for at least 50 years

Literature

M. J. Friedländer, *Die Altniederländische Malerei, Die Antwerpener Manieristen Adriaen Ysenbrandt*, vol. XI, Leiden, 1934, p.146, no. 281
G. Marlier, *Ambrosius Benson et la peinture à Bruges au temps de Charles-Quint*, Damme, 1957, p. 257, 319, n. 140, ill

The format of the present panel is similar to a *Portrait of a Man*, 43 x 30 cm., which is in the Bayerisches Staatsgalerie, Rothenburg ob der Tauber (see: G. Marlier, *ibid.*, p. 319, n. 142, Pl. LXXIV). Marlier suggested that it is not entirely typical of Benson and prefigured the work of Nicolas de Neufchâtel. Benson painted relatively few portraits, although they are widely considered to be his best works, in which he enlivened his sitters with individuality, bestowing on them free and varied postures. Although a chronology for much of Benson's *oeuvre* has proved difficult to establish, Marlier suggested a date here of circa 1540-45 on the basis of the costume.

According to Marlier, the present portrait was traditionally purported to depict a Spaniard, probably because of the gold pendant with a scallop shell which is commonly associated with Santiago. In fact, Bruges, where Benson was working at this time, had established a flourishing mutual trading relationship with the Spanish city of Segovia, which was a centre for the cloth and wool trades and the house Benson bought, partly in exchange for paintings, belonged to a Spaniard, Lucas de Castro. Moreover, Benson's closest friend and patron, Sancho de Santander, was also of Spanish extraction. The likelihood that Spanish merchants ordered and purchased paintings in Benson's workshop and sent them back to their homeland is supported by the fact that most of the artist's works ended up in Spain.





24

**JOSE CAMPECHE Y JORDÁN
(SAN JUAN, PUERTO RICO 1751-1809)**

Saint Germain

signed 'Josef Campeche ft.' (lower right)

oil on canvas

59.2 x 45.6cm (23 5/16 x 17 15/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

José Campeche y Jordán is the first known Puerto Rican visual artist and widely regarded as one of the best Rococo artists in the Americas. Born in San Juan, Puerto Rico, his father, Tomás, who was a freed slave, was a restorer and painter of religious statues and was an early influence on the young Campeche's interest in the arts. Campeche was trained by Luis Paret y Alcázar, the celebrated Rococo Spanish court painter who was banished to Puerto Rico.



25

MEXICAN SCHOOL, 18TH CENTURY

De Mestisa y Espanol, Castiso; De Español, Albina, Torna a tras; De Chino e Yndia Cambujo; De Yndia y Cambujo Tente en el Aire inscribed 'Nº 2./ De Mestisa y Espanol, Castiso' (lower centre); 'Nº 7/ De Español, Albina./ Torna atras.' (lower left); 'N.º 10/ De Chino e/ Yndia Canbujo' (lower left); 'N.º 11/ De Yndia y Cambujo Ten/ te enel Aire.' (lower centre)

a set of four, oil on copper

20.5 x 34.5cm (8 1/16 x 13 9/16in). (4)

£20,000 - 30,000

€23,000 - 34,000

US\$25,000 - 38,000

The present works are closely related to a series of 18 oils on canvas, of similar dimensions, depicting colonial domestic and commercial scenes in the Museo de America, Madrid (see: M.^a Concepcion Garcia Saiz, *La Pintura Colonial en el Museo de America (I): La Escuela Mexicana*, Madrid, 1980, pp. 132-149, pl. 48-65).



26

MEXICAN SCHOOL, 18TH CENTURY

De Español y Morisca sale Albino; and *De Mestiza y Español sale Castisa*

the first inscribed 'De Español y/ Morisca sale/ Albino/ 6.' (lower right) and the latter inscribed 'De Mestiza sa y Español sale Castisa. 2' (lower right)

two of a set, oil on canvas laid down on board
 the former 32.4 x 43.5cm (12 3/4 x 17 1/8in). and the latter 32.5 x 44.2cm (12 13/16 x 17 3/8in). (2)

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 25,000

Provenance

With Gran Estamperia de Jose Bordas, Barcelona (according to a label on the reverse)

Please see lot 25 for further information.



27

MEXICAN SCHOOL, 18TH CENTURY

De Español y Albina sa le Torna atras; and *De Castisa y Español sale Espanola*

the former inscribed 'De Español/ y Albina sa/ le Tornatras./ 7' (lower right) and the latter inscribed 'De Castisa y/ Espanol sale/ Espanola./3' (lower left)

two of a set, oil on canvas laid down on board

the former 31.9 x 43.9cm (12 9/16 x 17 5/16in). and the latter 32.5 x 43.9cm (12 13/16 x 17 5/16in) (2)

£20,000 - 30,000

€23,000 - 34,000

US\$25,000 - 38,000

Please see lot 25 for further information.

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

28

WILLEM VAN MIERIS THE ELDER (LEYDEN 1662-1747)

Sylvia freed by Aminta
signed 'W van Mieris' (lower left)
oil on panel
37.5 x 45.5cm (14 3/4 x 17 15/16in).

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 25,000

Provenance

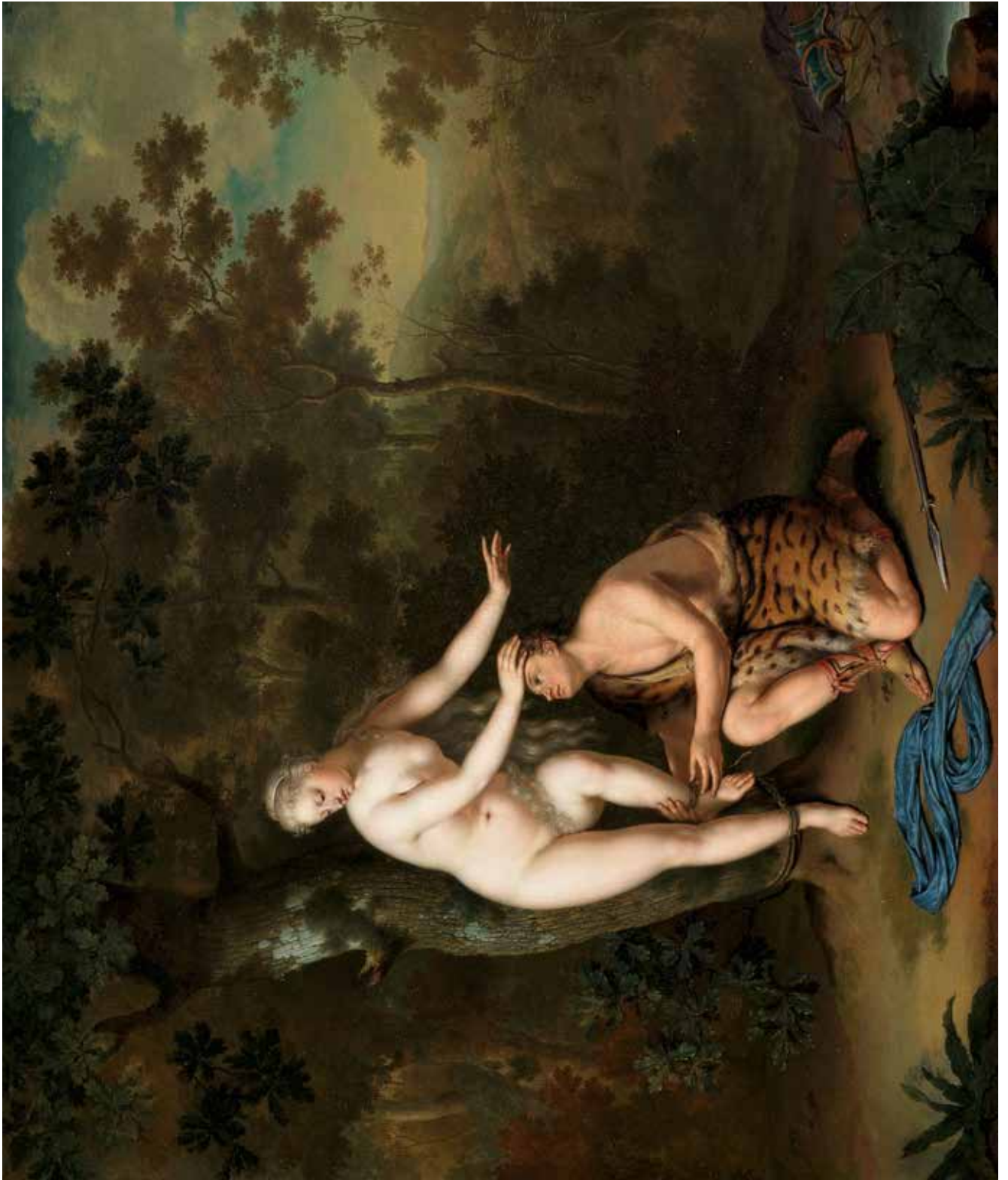
Robert de Neufville, Leiden, by whom offered
Sale, Leiden, 15 March 1736, lot 23 (fl.220)
Dr. Johan Pieter Wierman, Leiden
Sale, Amsterdam, 18 August 1762, lot 57 (fl. 310 to van Diemen)
Anonymous Sale, Amsterdam, 15 July 1772, lot 12 (fl.240 to van Diemen)
Simon van der Stel
Sale, Amsterdam, 25 September 1781, lot 107 (fl.110 to Nijman)
With Frederick Muller, Amsterdam, by whom sold to
John Bilgrey, Forest Hills, Long Island
Sale, Parke Bernet, New York, 23 March 1950, lot 4
Sale, Sotheby's, 15 July 1970, lot 161 (as *Perseus and Andromache*,
bt. Randall, £900)

Literature

G. Hoet, *Catalogus of Naamlyst van Schildereyen met derzelve pryzen zedert een lange reeks van Jaaren zoo in Holland als op andere Plaatzten in het openbaar verkogt*, The Hague, 1752, vol. I, no. 460.
P. Terwesten, *Catalogus of Naamlyst van Schildereyen met derzelve pryzen zedert den 27. Auguste 1752 tot den 21. November 1768*, The Hague, 1770 (supplement to Hoet), no. 262.
C. Hofstede de Groot, *A catalogue raisonné of the works of the most eminent Dutch painters of the seventeenth century*, London, 1926, vol. X, p. 135, no. 126

The subject of the present work is based on the epic poem of 1573 *Aminta* by Torquato Tasso (1544-1595). It tells of Sylvia, a nymph who was pledged to chastity in the service of Diana the goddess of hunting and the shepherd, Aminta (or Amyntas), whose love for her she did not return. After an incident in which Aminta was wounded and thought to be dead, Sylvia was filled with remorse and on discovering he was still alive she relented and declared her love for him. The present painting shows the moment early on in the story when Aminta comes across Sylvia in a wood, bound to a tree by an ill-intentioned satyr. He risks his life by untying her but far from being grateful for his help, she shuns him and flees.

Willem van Mieris painted in the virtuoso style of his father Frans and the older artist's Leiden contemporaries. The hallmark of the Leiden *finschilders* was their technique of finely-rendered detail and textures, generally using copper or panel as a support. In the present painting Willem has emphasised Sylvia's porcelain-like skin by contrasting it with the rough bark of the tree behind her and he shows off his skill in the naturalistic way he depicts the scarf, the iron spear head and the animal pelt that Aminta wears.





29

FRANCESCO ZANIN (NOVE 1824-1884 VENICE)

The Doge visiting the Church of San Rocco, Venice; and A procession before the Scuola of San Fantin, Venice both signed and dated 'Zanin Franco 1883.' (lower right) a pair, oil on canvas, unlined 47.1 x 38.5cm (18 9/16 x 15 3/16in). (2) the former inscribed 'S Rocco colla Visita del Dogie/ il giorno della festa del Santo Titolare'; the latter indistinctly inscribed 'S Fantin ****' (both on the original stretchers)



£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 25,000



30

**GIUSEPPE BERNARDINO BISON
(PALMANOVA 1762-1844 MILAN)**

The nave of the Duomo, Milan, looking east
oil on canvas, unlined
36.2 x 27.9cm (14 1/4 x 11in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Provenance

Sale, Christie's, London, 19 April 2000, lot 109, where purchased by
the present owners



31

**FOLLOWER OF JAN SANDERS VAN HEMESSEN
(HEMIKSEN 1500-1566 HAARLEM)**

The Lamentation

oil on panel

34.8 x 25.7cm (13 11/16 x 10 1/8in).

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 15,000

A similar work, with differences to the background, was with the Brian Koetser Gallery, 1972 as Studio of Jan van Hemessen and is now in the Snijders Rockoxhuis, Antwerp as Attributed to Catharina van Hemessen (inv. no. 77.94).



32

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

The Adoration of the Magi

oil on panel

67.6 x 55.6cm (26 5/8 x 21 7/8in).

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 25,000

Numerous repetitions of the present work exist with the primary version being the central panel of a triptych listed by Georges Marlier as by the 'Master of the Musée de L'Assistance Publique', named after the institution in Brussels where it is housed (see: G. Marlier, *Pieter Coeck d'Alost*, p. 404, ill. fig. 366). Further versions can also be found in the church of the Béguinage, Louvain, and Saint Plechelmus, Oldenzaal. All of these works are thought to emanate from the studio of Pieter Coecke van Aelst.



33 *

JOHN RUSKIN
(LONDON 1819-1900 BRANTWOOD)

Macugnaga, Italy
 inscribed and dated 'Macugnaga/Aug.9th.' (lower left)
 pen, brown ink, watercolour and gouache over pencil on paper
 16.5 x 22.5cm (6 1/2 x 8 7/8in).

£10,000 - 15,000
 €11,000 - 17,000
 US\$13,000 - 19,000

Provenance

Collection Charles Warren (according to a label on the reverse)
 With Spink, London (according to a label on the reverse)
 With Garton & Co (according to a label on the reverse)
 Private Collection, USA

Ruskin spent the summer of 1845 in Florence working towards the projected second volume of *Modern Painters*. He wrote to his father 'nothing gives me any pleasure at present, and I shall not recover spring of mind until I get on a glacier'. Seeking solitude and respite from the summer heat he moved north and rented a tiny chalet at Macugnaga near Monte Rosa in the Piedmontese alps. Here he drew, walked, read Shakespeare and turned his hand to helping the locals with haymaking.

In a letter to his friend, the Rev. Clayton he described his existence: '...living in a deal cabin..with not a soul whom I can speak to except the cows and the goats and a black puppy, and some sociable moths who came in the evening to put my candle out - I begin to feel more like St Paul or St Anthony than myself'. The sketches during this ascetic sojourn record the local scenery in analytical detail: its vegetation, the rock formations, the weather. Another study of woodland, dated 4 August, of almost identical size to the present work and presumably from the same sketchbook, was given by the artist to the Ruskin Drawing School and is now in the collection of the Ashmolean Museum, Oxford (WA.RS.RUD.296.a).



John Constable R.A.

THE COLLECTION OF THE LATE DR AND MRS W. KATZ

Lots 34 - 40

34

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

Flatford Old Bridge and Bridge Cottage

pencil and grey wash on paper

15 x 19.7cm (5 7/8 x 7 3/4in).

£20,000 - 30,000

€23,000 - 34,000

US\$25,000 - 38,000

Provenance

With P & D Colnaghi & Co. Ltd, London (according to a label on the reverse)

The late Dr. and Mrs W. Katz, and thence by descent to the present owners

Literature

G. Reynolds, *The Later Paintings and Drawings of John Constable*, New Haven and London, 1996, p. 187, cat. no.27.42, ill., pl. 670

Constable and his family were living in Hampstead in 1827 but in October he took the two eldest children, John Charles and Minna, to Flatford for a 12 day holiday. It appears to have been a productive few days and he completed 27 drawings during this sojourn including many studies around the Stour. Ian Fleming Williams suggests this might reflect the fact that the children wanted to play near the water or fish and he would have needed to be close by to watch them. He may indeed have been intending to paint another major work based on the Stour given the volume of detailed drawings and watercolours that he made. The present work is very closely related to a slightly larger study of the same title that Isabel Constable gave to the Victoria & Albert Museum in 1888 (see: G. Reynolds, *op.cit.* p.187, no. 27.41, pl.669).



actual size



actual size

35

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

Osmington, Dorset, with the figure of George III at Sutton Poyntz
pencil on paper
11.5 x 18.5cm (4 1/2 x 7 5/16in).

£7,000 - 9,000

€7,900 - 10,000

US\$8,900 - 11,000

Provenance

Dr. H.A.C. Gregory
His sale, Sotheby's, London, 20 July 1949, lot 93
With Leggatt Brothers, London, where purchased by the late Dr. and
Mrs W. Katz, and thence by descent to the present owners

Exhibited

London, Arts Council of Great Britain, *Sketches and Drawings from the
Collection of Dr. H.A.C. Gregory*, 1949, cat. no. 37

Literature

K. Clarke, *Sketches and Drawings from the Collection of Dr. H.A.C.
Gregory*, London, 1949, exh. cat., cat. no. 37
R.B. Beckett, 'Constable's Honeymoon', *Connoisseur*, CXXIX, 1952,
p. 5
G. Reynolds, *Catalogue of the Constable Collection in the Victoria and
Albert Museum*, London, 1973, p. 114
G. Reynolds, *The Early Paintings and Drawings of John Constable*,
New Haven and London, 1996, p. 227, cat. no. 16.69

Graham Reynolds notes that this work is on a page from a larger
sketchbook used by Constable in 1816. On the far hillside the
drawing shows the Osmington White Horse, the figure of George III on
horseback that had been carved into the hill above Osmington in 1808
to commemorate the King's regular visits to Weymouth.

Constable married Maria Bicknell in October 1816. His friend John
Fisher officiated at the wedding and invited them to spend their
honeymoon with him and his wife Mary (also newly-married) at the
vicarage at Osmington, near Weymouth. In his letter Fisher paints a
tempting picture saying 'The country here is wonderfully wild & sublime
& well worth a painters visit. My house commands a singularly beautiful
view: & you may study from my very windows. You shall [have] a
plate of meat set by the side of yor easel without your sitting down to
dinner.'

The Constables travelled first to Salisbury, then on to Southampton to
stay with relatives and were with the Fishers by the middle of October
1816. They were to remain there until December, Constable making
drawings and paintings of the undulating coastal landscape and
Dorset shore. It is clear from later correspondence that their time at
Osmington held particularly fond memories for him and Maria, but they
were never to return.



actual size

36

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

Scene on Brighton Beach
dated 'May 16 1828' (lower left)
pencil on wove paper
11.5 x 18.5cm (4 1/2 x 7 5/16in).

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 15,000

Provenance

Dr. H.A.C. Gregory
His sale, Sotheby's, London, 20 July 1949, lot 101 (as inscribed
'Nov.16. 1828')
With The Fine Art Society, January 1950 (according to a label on the
reverse)
Mrs C.O.E Christopher
Her sale, Sotheby's, London, 14 March 1962, lot 62, where
presumably purchased by the late Dr. and Mrs W. Katz, and thence by
descent to the present owners

Exhibited

London, Wildenstein, *A Centenary Memorial Exhibition of John
Constable, R.A., His Origins and Influence*, 21 April - 29 May 1937,
cat. no. 154

Literature

P. Moore Turner, *The Catalogue of a Centenary Memorial Exhibition of
John Constable, R.A. His Origins and Influence*, London, 1937, exh.
cat., cat. no. 154, p. 49 (as 'Shore Scene, inscribed 'April (?) 16 1828)
G. Reynolds, *The Later Paintings and Drawings of John Constable*,
New Haven and London, 1996, p. 192, cat. no. 28.6, ill., pl. 683

From the size of this sheet it has been established that it was taken
from a sketchbook of 1821 Whatman paper that Constable used at
Brighton in 1825 and again in 1828. Whilst the earlier visit had been
a happy one, the 1828 visit was brought on by the poor health of the
Constables' infant son Lionel who was born in January of that year.
Maria's health also deteriorated in the spring and Constable moved his
family to the coast hoping for its restorative powers.

In a number of the Brighton drawings he focuses on the beached craft
he saw on the shore; in this study he seems more interested in the
cloud formations as a squall moves across the sky, the light effects
echoing the curve of the dunes on the right.

37

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

Fittleworth Mill, Sussex
dated 'July 16. 1835' (lower left)
pencil on wove paper
22 x 28.5cm (8 11/16 x 11 1/4in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Provenance

Sale, Christie's, London, 20 November 1964, lot 3 (as 'A view of Littleworth Mill'), presumably where purchased by the late Dr. and Mrs W. Katz, and thence by descent to the present owners

Literature

G. Reynolds, *The Later Paintings and Drawings of John Constable*, New Haven and London, 1996, p. 277, cat. no. 35.16, ill., pl. 1001

This drawing is on a sheet of the larger sketch book of 1833 Whatman paper that Constable used on his trips to Arundel and Worcester in 1835. He and his children John Charles and Maria went to stay at Arundel in July of that year, their host was the brewer, amateur artist and collector George Constable who, despite the name, was not actually related to them.

These late drawings are characterised by broad, sweeping strokes of the pencil punctuated with dots and jabbing marks that gives them a great sense of energy. They are among the last studies he was to make from nature in any medium.



38

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

A countryman resting on a bank, seen from behind
pencil and watercolour on wove paper
8.3 x 11.8cm (3 1/4 x 4 5/8in).

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 15,000

Provenance

The Constable family Collection, until at least 1954
The late Dr. and Mrs W. Katz, and thence by descent to the present
owners

Exhibited

Ipswich, Christchurch Mansion - Wolsey Art Gallery, *An Exhibition of the Works of the Constable Family - Five Generations: Lent by Lieut.-Colonel J. H. Constable and Members of his Family*, 23 June-30 September 1954, cat. no. 53
London, South London Art Gallery, *An Exhibition of the Works of the Constable Family - Five Generations: Lent by Lieut.-Colonel J. H. Constable and Members of his Family*, 24 October-13 November 1954, cat. no. 53
New York, Salander-O'Reilly Galleries, *John Constable, R.A. (1776-1837): an exhibition: paintings, drawings, watercolors, mezzotints*, 9 May- 25 June 1988, cat. no. 70

Literature

G. Reynolds, *John Constable, R.A. (1776-1837): an exhibition: paintings, drawings, watercolors, mezzotints* exh. cat., New York, 1978, p. 131, cat. no. 70, ill.
G. Reynolds, *The Later Paintings and Drawings of John Constable*, New Haven and London, 1996, p. 161, cat. no. 25.18, ill., pl. 589

Many of Constable's figure studies are portraits or intimate drawings of family members, but a number of other studies of countryfolk do appear in the tiny, pocket-sized sketchbooks that he carried with him, examples of which are held in the collections of the Huntingdon Library, San Marino, California, the Victoria & Albert Museum and the British Museum, London. Another drawing of a countryman lying on a bank, of similar size and which comes from a recorded sketchbook, is illustrated by Graham Reynolds (*op. cit.*, 1996, 25.27, plate 588). It is believed to have been drawn during the summer of 1824 or 1825 and Reynolds places the present drawing in the same period. The addition of coloured washes to this piece make it a particularly nice example.



actual size

39

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

Design for the frontispiece of *English Landscape Scenery*
inscribed 'FRONTISPICE [sic]' and dated 1832
pen, brown ink and wash on wove paper
11.2 x 14cm (4 7/16 x 5 1/2in).

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 15,000

Provenance

With Leggatt Brothers, September 1943, where purchased by the late Dr. and Mrs W. Katz, and thence by descent to the present owners

Exhibited

London, Tate Gallery, *Constable Paintings, Watercolours & Drawings*, 1976, cat. no. 273

Literature

L. Parris, I. Fleming-Williams and C. Shields, *Constable Paintings, Watercolours & Drawings*, exh. cat., London, 1976, pp. 160-162, cat. no. 273, ill.

G. Reynolds, *The Later Paintings and Drawings of John Constable*, New Haven and London, 1996, p. 230, cat. no. 31.17, ill, pl. 805

The subject is East Bergholt House, Constable's family home which he chose as the frontispiece of his series of 22 landscape mezzotints, *English Landscape Scenery* (fig. 1), engraved by David Lucas. The addition of the drawn frame is clearly a reference to Turner's frontispiece for his *Liber Studiorum* which illustrates a framed painting against a backdrop of Romanesque architecture.

The final printed version of Constable's frontispiece shows the house from a different angle, further round to the right with the light falling on its right side, and the preparatory drawing for that version is now lost. Graham Reynolds notes that the present drawing is probably based on the sketch Constable made of his father's house on page 30 of the 1813 sketchbook.

Constable was very fond of his birthplace, including it in a number of his works and painting many views from both the back and front aspects of the house. His father Golding had built it for his growing family when Flatford Mill became too small for them. It was pulled down in 1840 or 1841 but the stable block survives.



fig. 1



actual size

40

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

The Vale of Dedham

signed, inscribed and dated 'Drawn Novr 1805 & given/to my friend J.T.Smith.1823/J Constable' (lower left)
pencil and watercolour on wove paper with ink inscription, further inscribed 'A very fine Morning' on a separate fragment of laid paper
13.5 x 16.9cm (5 5/16 x 6 5/8in).

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 25,000

Provenance

J.T. Smith

Sale, Sotheby's, London, 15 July 1959, lot 57, where purchased by the late Dr. and Mrs W. Katz for £280, and thence by descent to the present owners

Exhibited

New York, Salander-O'Reilly Galleries, *John Constable, R.A. (1776-1837): an exhibition: paintings, drawings, watercolors, mezzotints*, 9 May- 25 June 1988, cat. no. 55

Literature

C.S. Rhyne, 'Constable Drawings and Watercolors in the Collections of Mr and Mrs Paul Mellon and the Yale Centre for British Art: Part I. Authentic Works', in *Master Drawings*, no. 2, Summer 1981, pp. 127-8, 140, under cat. no. 7 and p. 140, note 4, ill. fig. 1

G. Reynolds, *John Constable, R.A. (1776-1837): an exhibition: paintings, drawings, watercolors, mezzotints* exh. cat., New York, 1988, p. 116, cat. no. 55, ill

I. Fleming-Williams, *Constable and his Drawings*, London, 1990, pp. 50-1, ill., fig. 40

G. Reynolds, *The Early Paintings and Drawings of John Constable*, New Haven and London, 1996, p. 61, cat. no. 05.12, ill., pl. 252

The present work is one of the few sketches that Constable dated in 1805 and it is in fact the earliest dated study for his 1815 Royal Academy exhibit, *The Stour Valley and Dedham Village*, now in the Museum of Fine Arts, Boston (G. Reynolds, *op. cit.* 1996, no 15.1, pl 1221). The early months of 1805 were taken up with his first major religious commission, an altarpiece for Brantham Church, but by the autumn he was spending his time painting landscape watercolours around East Bergholt, Langham Church and Dedham Vale.

Vale of Dedham is one of 3 drawings inscribed in very similar manner that Constable gave to his friend J.T. Smith in 1823, the others being *Stoke Windmill near Ipswich* and a *Study of East Bergholt Church* (G. Reynolds, *op. cit.* 1996, nos 05.18 and 06.08). Smith had been a major influence on Constable in his formative years after they met at Edmonton in 1796 when Constable was working for his father, a merchant, and was staying with relatives while visiting London on business. John Thomas 'Antiquity' Smith (1766-1833) was a print maker, topographer, portraitist and drawing master, a larger-than-life figure who knew all the main players in the London art world and whose friendship must have opened a window onto a new world for Constable. Smith encouraged the younger man by sending him drawings and casts to copy as well as books, among which his own 1797 publication illustrated with etchings, *Remarks on Rural Scenery*, the basic tenet of which – and one shared by Constable - was that artists should find beauty in all forms of nature, no matter how humble. Smith went to stay with the Constable family in the autumn of 1798 and it is probably no coincidence that within months John left the family business and was enrolled as a student at the Royal Academy Schools.



actual size

THE PROPERTY OF A GENTLEMAN

41 *

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

East Bergholt Common
oil on paper laid down on canvas
19.8 x 25.2cm (7 13/16 x 9 15/16in).

£200,000 - 300,000

€230,000 - 340,000

US\$250,000 - 380,000

Provenance

By descent to the artist's daughter, Isabel Constable (1822-1888)
and thence by descent until offered
Sale, Christie's London, 28 May 1891, lot 132 (bt. Colquhoun)
The Collection of E. A. Colquhoun, and thence by descent until
Sale, Sotheby's, London, 6 July 1983, lot 273
With Newhouse Galleries, New York
With Salander O'Reilly Gallery, New York, 1988, where purchased
by the present owner

Literature

Second Series of a Century of British Art, London, Grosvenor Gallery,
1889, probably no. 303
R. Hoozee, *L'opera completa di Constable*, Milan, 1979, p. 99, cat. no.
133, ill.
G. Reynolds, *John Constable, R.A (1776-1837): An Exhibition:
Paintings, Drawings, Watercolors, Mezzotints*, , New York, 1988, exh.
cat., pp. 16-17, ill. front cover (catalogue entry by Charles Rhyne)
G. Reynolds, *The Early Paintings and Drawings of John Constable*,
London, 1996, cat. no. 10.49, ill. Pl. 875

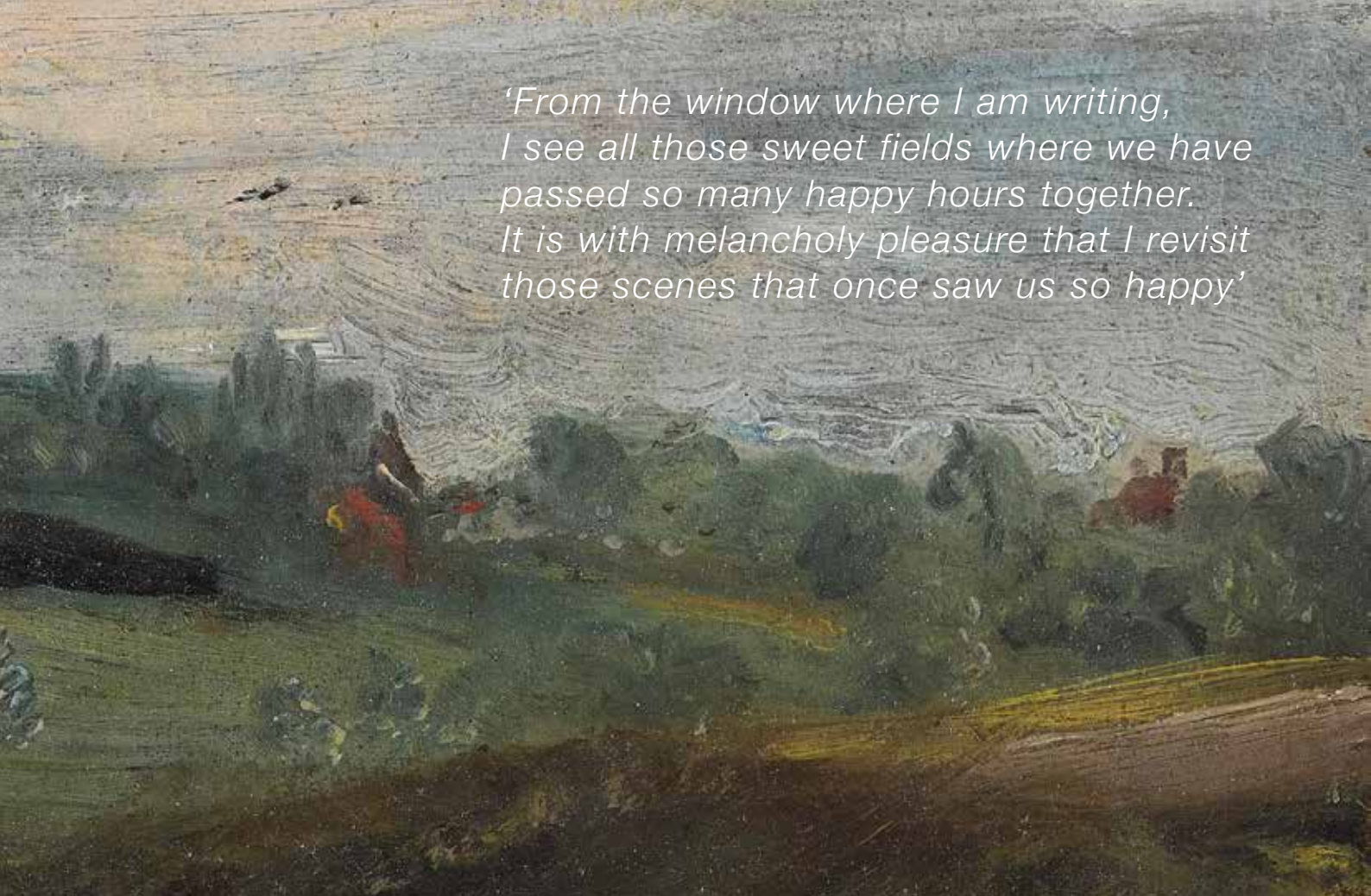




Depicting a view close to East Bergholt House, the Constable family home, the present little *plein air* sketch is dated to circa 1810 by both Charles Rhyne and Graham Reynolds. The work is of particular personal significance to Constable not only because it was made close to his childhood home but also because it was painted during his long courtship with Maria Bicknell.

The first in the group of Constable's views towards the rectory, as seen from East Bergholt House, is now in the Fitzwilliam, Cambridge, dated 1808 (inv. no. PD 15 – 1968). A later oil sketch, inscribed '30 Sep/ 1810/ E. Bergholt Common', now in the John G. Johnson Collection, Philadelphia Museum of Art (inv. 856, fig. 1), also shows a similar view but is taken from an upper window at the Constable family home. Based on these and other similar works which show the rectory in fine detail, Charles Rhyne has established exactly where Constable sat to sketch the present view. Unlike the other images of East Bergholt Common looking towards the rectory, the current sketch was not made from Golding Constable's property but rather from beyond the grounds of the house where the ground slopes down towards the Ryber, a stream that runs through East Bergholt Common. In his entry for the work, Rhyne also cites a sketchbook drawing dated by the artist to 'Augst 2. 1812', formerly in the Collection of Harold Day¹, in which the painter looks back towards Golding Constable's house. In this latter drawing it is possible to see precisely the valley from which the present sketch was made.

East Bergholt house, the childhood home of John Constable, was built by his father Golding Constable in about 1773 at the centre of East Bergholt village. From the rear of the house, it was possible to see the rectory, home of the Rev. Dr. Durand Rhudde, grandfather of Maria Bicknell who went on to become Constable's wife. The couple first met when Maria was only twelve and Constable in his early twenties, they met once again in 1809 when Maria visited her grandfather at the rectory. However, the Rev. Dr. Rhudde was so opposed to their match that they conducted their courtship in secret and only married seven years later, upon the death of Constable's father who had left the artist well provided for. Painted at some point early on in their long courtship, the present work therefore takes on an added poignancy, given that it looks directly at the fields between Constable's family home and the rectory where many of their meetings took place. In a letter to Maria of June 1812 Constable wrote 'From the window where I am writing, I see all those sweet fields where we have passed so many happy hours together. It is with melancholy pleasure that I revisit those scenes that once saw us so happy – yet it is gratifying to me to think that the scenes of my boyish days should have witnessed by far the most affecting event of my life'.²



*'From the window where I am writing,
I see all those sweet fields where we have
passed so many happy hours together.
It is with melancholy pleasure that I revisit
those scenes that once saw us so happy'*

1810 marks a turning point in Constable's small oil sketches of this type; they become more vigorous in their handling with much bolder brushwork and a markedly stronger palette, all of which combine to lend a greater sense of atmosphere to the landscapes depicted as compared to the more faithful representations of his earlier sketches. Two oil sketches in the Philadelphia Museum of Art, both from the John G. Johnson collection, are some of the first examples of this new departure - the aforementioned sketch, dated 30 September 1810 (inv. no. 856) and a study of a *A View on the Stour: sunset* (inv. no. 857), which is dated to three days earlier. As Rhyne notes of the present study 'As with others of this astonishingly original group, this sketch would not have been possible previous to Constable's dramatic 1810 innovations'³.

Notes

¹ See G. Reynolds *The Early Paintings and Drawings of John Constable*, London, 1996, Text vol., p. 172, cat. no. 12.37, Plates vol., pl. 966

² See R. B. Beckett ed/, *Constable's Correspondence*, London, 1964, Vol. II, p. 78

³ See G. Reynolds *John Constable, R.A (1776-1837): An Exhibition: Paintings, Drawings, Watercolors, Mezzotints*, New York, 1988, exh. cat., p.17



fig. 1 John Constable - View toward the Rectory, East Bergholt. John G. Johnson Collection, Philadelphia Museum of Art, cat. 856



OTHER PROPERTIES

42

ALESSANDRO GREVENBROECK (ACTIVE VENICE, 1717-1787)

Shipping in stormy seas; A riverside city on fire; A Mediterranean harbour at dusk; A winter landscape; and A rocky river landscape

the last signed, dated and inscribed 'Alessandro Greuenbroeck/ F. a.no 1724. in Venezia/ Al Nobile Signor Batolomeo Benzi Zecchini' (on stretcher)

a set of five, oil on canvas

15.5 x 24.6cm (6 1/8 x 9 11/16in). (5)

£7,000 - 10,000

€7,900 - 11,000

US\$8,900 - 13,000

Provenance

The Collection of Bartolomeo Benzi Zecchini, Venice, 1724 (according to inscription on the reverse) and thence by descent to

the Calvi-Bottagisio family, Lombardy



43

CLAUDE JOSEPH VERNET (AVIGNON 1714-1789 PARIS)

A cove on a rocky Mediterranean coast, with small vessels and fishermen

signed, inscribed and dated 'Joseph Vernet/f. Romae/ 1747' (lower right)

oil on canvas

32 x 49.5cm (12 5/8 x 19 1/2in).

£12,000 - 18,000

€14,000 - 20,000

US\$15,000 - 23,000

Provenance

The Earls of Bessborough, Stanstead Park, Sussex (according to a label on the reverse)

Sale, Sotheby's, London, 10 April 2003, lot 100

The attribution to Vernet was endorsed by Dr. Philip Conisbee at the time of the Sotheby's sale. The architecture in the present work bears a resemblance to the Villa Costaguti (now Borghese) in Anzio.



44 ^{TP}

CIRCLE OF JAN GRIFFIER (AMSTERDAM 1656-1718 LONDON)

The Great Fire of London from Cripplegate, showing the lead on the roof of Saint Paul's catching light on the night of 4 September 1666
oil on canvas

86.9 x 124.2cm (34 3/16 x 48 7/8in).

£7,000 - 10,000

€7,900 - 11,000

US\$8,900 - 13,000

Provenance

Private Collection, Europe, until 2010

This view of Cripplegate in the north of the City, with Saint Giles without Cripplegate in flames to the left, is roughly the site of the present day Barbican. The painting probably represents the fire on the night of Tuesday the 4 September, when four-fifths of the City was burning at once. Old Saint Paul's can be seen to the right of the canvas. At the time the building was covered in wooden scaffolding as it was in the midst of being restored by the then little known architect, Christopher Wren and caught fire. The particular moment on the Tuesday night when the lead on Saint Paul's caught fire was recorded by the diarist John Evelyn: 'the stones of Paul's flew like grenades, the melting lead running down the streets in a stream and the very pavements glowing with the firey redness, so as no horse, nor man, was able to tread on them.'



45

CIRCLE OF AELBERT CUYP (DORDRECHT 1620-1691)

A drover and milkmaid standing beside cattle, a view to a town in the distance

bears signature 'A. cuyp' (lower right)

oil on panel

58.6 x 73.6cm (23 1/16 x 29in).

£6,000 - 8,000

€6,800 - 9,100

US\$7,600 - 10,000

Provenance

The Collection of the Duke of Leinster, Carton, Kildare, perhaps by 1814 and thence by descent until offered

Sale, Christie's London, 14 May 1926, lot 97 (£1890 to Frank Partridge)

The Collection of Dr C.J.K. van Aalst, Hoevelaken, circa 1936, and thence by descent to

Dr N. J. van Aalst by whom offered

Sale Christie's London, 1 April 1960, lot 17 (sold £3,600 to Duits)

The Collection of Mrs E. Edgar, July 1960

Exhibited

Detroit, Detroit Institute of Arts, *Masterpieces of art from foreign collections*, no. 9

New York, New York World's Fair, 1939-1940, *Masterpieces of Art*, cat. no. 71

San Francisco, California Palace of the Legion of Honor and M. H. de Young Memorial Museum, *Seven Centuries of Painting. A loan exhibition of old and modern masters*, December 1939 - January 1940, no. Y53

Cleveland, Cleveland Museum of Art (no. 7); Pittsburgh, Carnegie Museum; Newark, Newark Museum (no. 6); Toledo, Toledo Museum of Art (no. 6); Springfield Museum of Fine Art (no. 6); Cincinnati, Cincinnati Art Museum (no.10); Detroit, Detroit Institute of Art (no. 14), *Masterpieces of art from the New York and San Francisco World's Fairs*, 1940-41

Literature

Notes on the pictures, plate, antiquities, etc., at Carton... 1871, p. 21 or 24

C. Hofstede de Groot, *A Catalogue Raisonné of the Works of the Most Eminent Dutch Painters of the Seventeenth Century*, London, 1918, vol. II, p. 65, no. 189

J. W. von Moltke, *Dutch and Flemish old masters in the collection of Dr. C.J.K. van Aalst, Huis-te-Hoevelaken, Holland, Verona, 1939*, p. 96, ill., pl. XXII

46

JUSEPE DE RIBERA (JATIVA 1588-1656 NAPLES)

Saint Jerome in prayer

oil on canvas

45.1 x 34.6cm (17 3/4 x 13 5/8in).

£150,000 - 200,000

€170,000 - 230,000

US\$190,000 - 250,000

Provenance

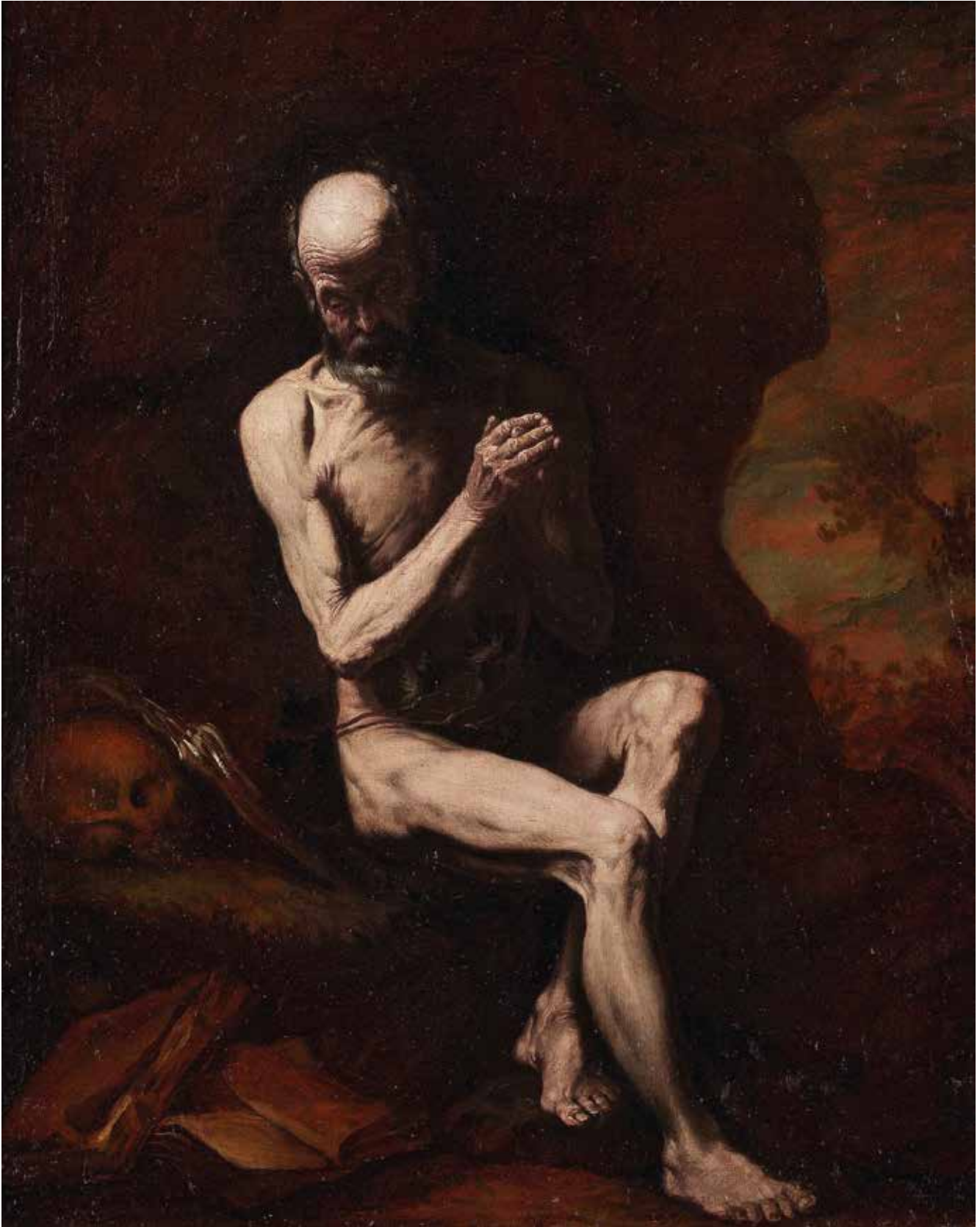
Acquired from a distinguished collection in Madrid approximately ten years ago by the current private Spanish collector

The present painting has been recently identified in a letter dated 1 October 2013, by Professor Nicola Spinosa as an authentic work by Jusepe de Ribera, relating to the artist's larger *Saint Jerome* which can be dated to around 1650 and was in the Crivelli Messmer Collection in Milan and is now in the Civico Museo d'Arte Antica del Castello Sforzesco, also in Milan (178 x 125 cm; see: N. Spinosa, *Jusepe de Ribera. La obra completa*, Madrid 2008, n. A .356, p. 477), albeit with some variations, such as the presence of the books, lower left.

After having been active at a very young age in Rome in the ambit of Caravaggio between 1609 and 1611, Ribera moved to Naples at the end of 1616, where he was one of the greatest exponents of the local trend towards naturalism in the early 17th century. In its anatomical detail and expressive qualities, Professor Spinosa writes that the present *Saint Jerome* presents all the qualities of the canvas in the Castello Sforzesco, as well as other works from the artist's later period.

Professor Spinosa questions if it can be established whether the present canvas can be identified as a preparatory *modello* for the larger composition in Milan, but suggests that it is more likely that it is an autograph replica of the composition in the Castello Sforzesco. To date, no preparatory sketches for works by this Spanish master are known conclusively, whereas it was the case that, for those most prestigious artists working in Naples between the 17th and 18th centuries (from Giovan Battista Caracciolo to Massimo Stanzione and from Luca Giordano to Francesco Solimena), replicas of some of their most successful masterpieces were often requested by patrons. Such small replicas would have been destined for more modest domestic settings for the purposes of family and private devotion.

Having examined the present work along with the Milan version Professor Spinosa locates both stylistically in the vicinity of the *Saint Paul Hermit* in the Musée du Louvre, which is signed and dated 1648 (?), but he also refers to two further autograph versions by Ribera which are known - a *Saint Jerome Reading* in the Lombard collection of Cumia in Naples, and a *Penitent Saint Jerome*, which differs in size (77 x 71 cm.) and composition, signed and dated 1652, which is in the Museo Nacional de Prado in Madrid (for these paintings see Spinosa, *op. cit.*, nos. A355, A359 and A363, pp. 476-481).





47 TP

PIETER THYS (ANTWERP 1624-1677)

The Sacrifice of Isaac

oil on canvas

132 x 116cm (51 15/16 x 45 11/16in).

£20,000 - 30,000

€23,000 - 34,000

US\$25,000 - 38,000

Danielle Mauffort has confirmed the attribution of the present work to Pieter Thys, upon inspection of a photograph, and is planning to publish it in her forthcoming doctoral thesis. A work of the same subject and very close in composition was sold at Sotheby's Paris on 15 June 2017, lot 45 (90,000 EUR including premium).



48 TP

PRAGUE SCHOOL, CIRCA 1600

Venus in the forge of Vulcan

oil on canvas

216 x 157.8cm (85 1/16 x 62 1/8in).

unframed

£6,000 - 8,000

€6,800 - 9,100

US\$7,600 - 10,000

Provenance:

Private Collection, Northern Italy, until 2019



49

BENJAMIN WILSON (LEEDS 1721-1788 LONDON)

Portrait of Charles James Fox, full-length, standing in a landscape
oil on canvas

90.4 x 70.8cm (35 9/16 x 27 7/8in).

in a Kent-style frame

£7,000 - 10,000

€7,900 - 11,000

US\$8,900 - 13,000

Provenance

Henry Fox, 1st Baron Holland of Foxley (d.1774), father of the sitter,
and thence by descent to

The Hon. Charles James Fox (1749–1806), the sitter, and thence by
descent to his wife

Elizabeth Fox (née Armistead, d.1842), and thence by descent to her
executor and beneficiary

Henry Richard Vassall-Fox, 3rd Baron Holland (1773–1840), and
thence by descent to his daughter

Lady Mary Elizabeth Fox, and thence by descent to her husband
Thomas Powys, 3rd Lord Lilford (d.1861) and by descent to

Thomas Littleton Powys, 4th Lord Lilford (d.1896) and by descent to
John Powys, 5th Lord Lilford (d.1945) and by descent to

Stephen Powys, 6th Lord Lilford (d.1949) and by descent to
George Vernon Powys, 7th Lord Lilford (1931-2005), from whom

acquired in 1961 by

Private Collection, UK, until acquired by the present owner in 2013



50 * TP

ALEXIS GRIMOU (ROMONT 1678-1733 PARIS)

Portrait of a lady, three-quarter-length, in a white dress with blue bows, and a violet mantle, playing a hurdy gurdy, in a wooded landscape signed and dated 'A. Grimou. 1729' (lower right)

oil on canvas

128.5 x 98.3cm (50 9/16 x 38 11/16in).

in a Louis XIV carved giltwood frame

£20,000 - 30,000

€23,000 - 34,000

US\$25,000 - 38,000

Provenance

With Wildenstein & Co., by 1946

With Stair Sainty Matthiesen, New York, by circa 1984

Private Collection, USA

Literature

Art News, XLV, June 1946, p. 55, ill

A similar hurdy gurdy appears in Grimou's portrait of a gentleman in an interior, dated 1732, offered at Sotheby's, New York, 30 January 1997, lot 195.



51

**KARL WILHELM DE HAMILTON
(BRUSSELS 1668-1754 AUGSBURG)**

A forest floor still life with a snake, butterflies, snails and a grasshopper;
and A forest floor still life with a lizard, butterflies and snails
a pair, oil on copper

36.1 x 27cm (14 3/16 x 10 5/8in). (2)

£25,000 - 35,000

€28,000 - 40,000

US\$32,000 - 44,000

Provenance

Sale, Christie's, London, 9 July 2003, lot 56, where purchased by the present owners

Karl Wilhelm de Hamilton was known by the sobriquet, 'Thistle Hamilton', for one of the predominant features in his *oeuvre*. In his choice of subject-matter, he was greatly influenced by Otto Marseus van Schrieck (circa 1619-1678), who specialized in accurate depictions of reptiles and insects in forest floor settings. The compositions of both the present pair of paintings was repeated in a pair of oils on copper, 29.5 x 20.6 cm., sold in these rooms, 10 December, 2003, lot 2. The central group of leaves in the composition with the snake further recalls that found in one of a pair of works formerly in the Anton C.R. Dreesmann Collection, sold Christie's, 11 April 2002, lot 560 (for £146,750). Although the artist painted on canvas and on panel, it was on copper that he produced his finest works, with this support giving the pigments greater luminosity. In order to recreate the texture of moss, Hamilton is said to have used the imprint of his thumb, a technique also employed by van Schrieck and Rachel Ruysch.

Karl Wilhelm de Hamilton came from a family of artists working in the late 17th and early 18th centuries as court painters in central Europe, where they specialized in animal and still-life pictures. He was the third son of James de Hamilton (circa 1640-1720) who originated in Scotland and worked for most of his career in Brussels; Karl Wilhelm worked in Augsburg as the Court Painter to Bishop Sigismund von Pfalz-Neuberg and may possibly be identified as the Hamilton working for the court at Baden-Baden between 1699 and 1707; while his two brothers, Philipp Ferdinand (circa 1644-1750) and Johann Georg (1672-1737), both worked at the Imperial Court in Vienna.



52

**CHRISTOFFEL PIERSON
(THE HAGUE 1631-1714 GOUDA)**

A *trompe l'œil* still life of hawking equipment, including a glove, a net and falconry hoods, hanging on a wall
signed 'Chr. Pierson / f.' (on leather flap, upper left)
oil on canvas
49.4 x 66.1cm (19 7/16 x 26in).

£20,000 - 30,000

€23,000 - 34,000

US\$25,000 - 38,000

Provenance

Sale, Christie's, New York, 28 January 2009, lot 68 (sold for \$74,000)
With Rafael Valls, London, 2010, where purchased by the present owner

53 TP

**WORKSHOP OF GIOVANNI DI NICCOLÒ DE LUTERI,
CALLED DOSSO DOSSI (SAN GIOVANNI DEL DOSSO
CIRCA 1486-1542 FERRARA)**

A Buffoon holding a lamb with a man holding an owl, an extensive landscape beyond

oil on canvas

104 x 153.5cm (40 15/16 x 60 7/16in).

£30,000 - 50,000

€34,000 - 57,000

US\$38,000 - 63,000

Provenance

Bought by the present owner's grandfather in Rome circa 1912



fig. 1 Fouquet, Jean (c. 1420-c. 1477): Portrait of the Ferrara Court Jester Gonella, ca. 1442. Vienna, Kunsthistorisches Museum.

© 2019. DeAgostini Picture Library/Scala, Florence

The figure of the Buffoon in the present painting is taken from the work by Dosso Dossi in the Galleria Estense, Modena (inv. no. 169) which was in all likelihood in the Este collection by 1624 when 'a head of a buffoon on canvas in a black, partly gilded frame' (*Una testa in tela d'un buffone con cornice nera tocca d'oro*) was recorded in the property of Cardinal Alessandro d'Este¹. The dating of the Modena painting has been much discussed but it is broadly considered to have been executed at the outset of his career, most probably when the young Dossi was in Venice, at a moment when he was still very much influenced by Giorgione².

Notable differences between the Modena work and the present composition can be found in the alterations made to both the distant landscape and the tree behind the figure, to the position of the *cartiglio* and of the sheep's head. Whilst it is impossible to read the whole inscription on the *cartiglio* of the Modena painting, an early copy, previously in the Frezzati Collection, Venice, has 'Sic Girinus' inscribed on it. The Este buffoon appears to have been cut down although it is not clear as to how much, suggesting that the present picture may provide a possible original state for the work. Technical analysis of the present painting shows that the pigments used are consistent with a 16th century work and the dark grey preparation was used by Dossi and his studio.

Given that the original painting was most likely executed in Venice before 1520, it is an unusual choice of subject matter. In his entry for the painting, Peter Humfrey suggests this choice may help to confirm that Dossi's period of study in Venice was sponsored either by the marchese Francesco Gonzaga or his wife, Isabella d'Este³. Whilst not an obvious subject for a work of possible Venetian origins, it does follow on from Jean Fouquet's now famous depiction of the Ferrarese jester, Gonnella (Kunsthistorisches Museum, Vienna, inv. no. 1840), the favourite of Niccolò III d'Este (fig.1).

Notes

¹ G. Campori ed., *Raccolta di cataloghi ed inventarii inediti di quadri, statue, disegni, bronzi, dorerie, smalti, medaglie, avorii ecc. dal secolo XV al secolo XIX*, Modena, 1870, p. 62

² P. Humfrey and M. Lucco, *Dosso Dossi. Court Painter in Renaissance Ferrara*, New York, 1998, exh. cat., p.88

³ *ibid* p. 88





54

54

**GASPARD DUGHET, CALLED GASPARD POUSSIN
(ROME 1615-1675)**

An Italianate landscape with figures by a river
oil on canvas
43.6 x 66.1cm (17 3/16 x 26in).

£6,000 - 8,000
€6,800 - 9,100
US\$7,600 - 10,000

Provenance

With Hazlitt, London, May 1965
Family of R.C. Pritchard, from whom acquired by the present owner

Literature

M. N. Boisclair, *Gaspard Dughet: Etude de sa vie et de son oeuvre*, Paris, 1978, pp. 81-2, cat. no. 68
M. N. Boisclair, *Gaspard Dughet 1615-1675*, Paris, 1986, p. 190, cat. no. 75, ill., fig. 93

Boisclair suggests a date of 1641-1645/6. The figure on the left can be favourably compared to the shepherd in Dughet's *View of Tivoli with Rome in the distance*, now in the Ashmolean Museum, Oxford.

55

PIETRO NAVARRA (ACTIVE ROME, 17TH AND 18TH CENTURIES)

Peaches, figs and plums on a silver dish beside a tazza of sweetmeats, grapes and wine; and A melon, grapes, peaches and pomegranates before a glass bowl of fruit, a landscape beyond a pair, oil on canvas
61.4 x 73.6cm (24 3/16 x 29in). (2)

£20,000 - 30,000
€23,000 - 34,000
US\$25,000 - 38,000



56

ISAAC DE MOUCHERON
(AMSTERDAM 1667-1744)

A view of the Tiber, Rome, with the Castel Sant'Angelo and Saint Peter's beyond
signed 'J Moucheron fecit' (lower right)
oil on canvas
40.6 x 55.8cm (16 x 21 15/16in).

£50,000 - 70,000

€57,000 - 79,000

US\$63,000 - 89,000

Provenance

Sale, Sotheby's, London, 16 December 1999, lot 85
Sale, Christie's, London, 6 July 2007, lot 170, where purchased by the present owners

Upon completion of his apprenticeship with his father, Frederick, in Amsterdam, Isaac de Moucheron visited Italy for two years, working mainly in Rome. The present work is one of only eight known views of Rome by the artist; one other view of Saint Peter's, four views along the Tiber and two further panoramic depictions of the city (see N. Wedde, *Isaac de Moucheron (1667-1744)*, Frankfurt am Main, 1996, pp. 429-31, nos. P1-P7).

Whilst in Rome, de Moucheron often worked *en plein air* making small, preliminary sketches to be worked up later into finished, signed drawings, which in turn were used as a basis for paintings. This particular working method is evident in two drawings which are related to the present view of the Vatican and the Tiber. Moucheron first made an 'in situ' sketch of the Vatican taken from the same direction but from a greater distance (the work is now in Düsseldorf Kunstmuseum, inv. no. FP 5191). The later, worked-up drawing, of almost exactly the same composition as this painting, is now in the Rijksmuseum Kröller-Müller in Otterlo (fig. 1). The date of '1708' has been added to this latter drawing but it nonetheless suggests a possible date for the present painting.



fig. 1





57

ISAAC OUWATER (AMSTERDAM 1748-1793)

A winter landscape with figures ice skating
signed 'Isaak Ouwater Fecit' (lower centre)
oil on canvas
53 x 42cm (20 7/8 x 16 9/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Provenance

Josiah Taylor, London, by whom offered
Sale, Phillips, London, 23 June 1828, lot 35 (bt. Hull)
Private Collection, Europe, since the early 20th Century

Jan Brueghel The Younger The Four Elements

Lot 58







58

JAN BRUEGHEL THE YOUNGER (ANTWERP 1601-1678)

The Four Elements: An Allegory of Earth; An Allegory of Water; An Allegory of Air; and An Allegory of Fire

a set of four, oil on copper

33.6 x 50cm (13 1/4 x 19 11/16in).; 32.9 x 48cm (12 15/16 x 18 7/8in).;

32.9 x 48cm (12 15/16 x 18 7/8in).; and 32.9 x 48.1cm (12 15/16 x 18 15/16in). (4)

£800,000 - 1,200,000

€910,000 - 1,400,000

US\$1,000,000 - 1,500,000

Provenance

Acquired by the current owner's father approximately 60 years ago in Spain

This set of allegories is remarkable, not only for all four subjects having survived together in an outstanding state of preservation, but is exceptional within the artist's *oeuvre* for the landscapes, the animals, the flowers and the figures (including the larger, principal figures) having been entirely painted by Jan Brueghel the Younger without collaboration with other artists. The copper supports which allow both refined and delicate detail and for a luminosity of surface enabled the artist to exhibit his skills at their utmost.

Allegories of the *Four Elements* were of particular appeal to artists of the 16th and 17th centuries who could take advantage of the endless possibilities for imaginative symbolism while allowing them to display extraordinary technical mastery in depicting the flora and fauna of the natural world. Earlier examples included Giorgio Vasari's frescoes in the *Sala degli Elementi* in the Palazzo Vecchio in Florence executed between 1555 and 1557; Giuseppe Arcimboldo's fantastical heads which he painted for the Emperor Maximilian II in 1566; while among Cardinal Federico Borromeo's commissions from Jan Brueghel the Elder were allegories of the *Four Elements*, executed like the present group on a small scale on copper. For the future Archbishop of Milan 'Paintings capture heaven and earth in the smallest of spaces, and we wander around inside them, undertaking long spiritual journeys, while standing still in our room.'

The palette of the present set of *Four Elements* is characteristic of Jan Brueghel the Younger's early output and can be dated to his return from Italy to Antwerp at the end of the 1620s. While the inspiration behind all four of these compositions was his father, Jan Brueghel the Elder (in collaboration with the figure painter, Hendrick van Balen), the younger Jan Brueghel was here able to connect old ideas with new ones, creating something original. Thus, the present set of copper panels is also exceptional in that for his *Allegory of Earth*, rather than focusing on the usual device of Ceres, the goddess of agriculture and fertility, he chose a *Paradise landscape*, which would otherwise have either represented the Old Testament theme of the *Entry of the animals into Noah's Ark* or the *Garden of Eden*. The former is suggested by the procession of creatures making their way, largely two by two towards a tiny ark visible in the background. With its symbolism of Original Sin, the latter subject had been popular amongst artists from the days of Albrecht Dürer and Lucas Cranach the Elder in the sixteenth century, but in this instance it appears to have interested Brueghel more for allowing him to display his fascination with the exotic beauty of the natural world. Precedents for animal paintings were found in fable illustrations, emblem books, bestiaries, hunting texts and tapestries. But the 'animal parks' that proved popular for seventeenth century artists, such as the Jan Brueghels, Roelandt Savery and Aelbert Cuyp, even when presented under the guise of traditional subjects, such as *The Fall*, *Noah's Ark* and *Orpheus among the Beasts*, displayed a whole new genre for easel painting. This genre may be placed in the context of the beginnings of the Scientific Revolution, which saw man's desire to record and categorise nature and coincided with the keeping of princely menageries, the first extensive collections of rare and unusual plants and the cult of the *kunstkammer*, a repository of such *naturalia* as antlers, shells, fossils and skeletons.

A member of a large and successful family of artists, Jan Brueghel the Younger very probably began his training at the age of ten in the studio of his father, Jan Brueghel the Elder, whose works had a heavy influence on the younger painter. After travelling to Milan to meet Jan Brueghel the Elder's patron, Cardinal Federico Borromeo, in the spring of 1624, Jan the Younger decided to prolong his Italian journey and went to Palermo with his childhood friend, Anthony van Dyck. However, this expedition was cut short: his father and three of his siblings were struck down suddenly by cholera in 1625 and Jan returned to Antwerp where he took over his father's studio. Once back in Antwerp, Jan the Younger sold the remaining paintings by his father and completed those not yet finished. His work continued in much the same vein. Like his father, he collaborated frequently with Rubens and Hendrick van Balen, as well as working on occasion with other artists, such as Abraham Janssen (his father-in-law), David Teniers the Younger (his brother-in-law) and Hendrick de Clerck. The importance he attained in the artistic community in Antwerp is reflected in his being head of the Guild of Saint Luke, 1630-31. That importance continued into the 18th century since it is Jan Brueghel the Younger in particular who can be seen as the true father of an inherited family tradition that remains to be treasured by collectors even today.

We are grateful to Dr. Klaus Ertz for confirming the attribution and for dating the present paintings to the late 1620s, after inspection of the originals. A certificate by Dr. Ertz, dated 1 April 2019, is available with this lot, in which he declares that "the state of preservation of these paintings is very good" and concludes that the landscapes, the animals, the flowers and the figures are by Jan Brueghel the Younger.



Family of Jan Brueghel the Elder, Rubens, Peter Paul, 1577–1640,
Photo credit: The Courtauld Gallery



















59 TP

**CIRCLE OF JACOPO ROBUSTI, CALLED IL TINTORETTO
(VENICE 1518-1594)**

Portrait of a Venetian Senator, three-quarter-length, in ermine-lined robes standing beside a draped table
oil on canvas

147.4 x 120.5cm (58 1/16 x 47 7/16in).

in a carved and gilt wood frame

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 25,000

Provenance

With H. Engel, Vienna, by 1933 (as Jacopo Tintoretto)

Sale, Christie's, London, 19 April 2000, lot 198, where purchased by the present owner



60

**WORKSHOP OF FRANCESCO GIAMBATTISTA DA PONTE,
CALLED FRANCESCO BASSANO (BASSANO 1549-1592
VENICE)**

The Adoration of the Shepherds

oil on canvas

67.8 x 108.6cm (26 11/16 x 42 3/4in).

£5,000 - 7,000

€5,700 - 7,900

US\$6,300 - 8,900

Provenance

In the present owner's family since the 1920s

61

WILLEM WILLEMSZ. VAN DER VLIET (DELFT CIRCA 1584-1642)

A soldier holding a pitcher and glass
signed and dated 'w.van der vliet fecit/ A° 16*7' (centre right)
oil on canvas
91.7 x 71.2cm (36 1/8 x 28 1/16in).

£25,000 - 35,000

€23,000 - 34,000

US\$25,000 - 38,000

Provenance

Private Collection, UK since the 1890s

Little is known about Willem van der Vliet's life. Dirck van Bleyswijck wrote in his 1667 publication *Beschryvinge der stad Delft*, that he began his career as a history painter and later became an accomplished portrait painter¹. Van der Vliet studied with Michiel van Miereveldt and joined the Delft painters' guild in 1615.

In van der Vliet's earlier paintings, for example, *Portrait of Willem de Langue* and *Portrait of Maria Pynacker*, dated 1626, offered at Sotheby's, Amsterdam on 5 May 2009, lot 38, the influence of Miereveldt is apparent. Over time van der Vliet's work becomes progressively softer, with the textures more distinguished, and changes to the tonal palette and use of light. Stylistically the present work comes closest to *Old man with a bag of bones*, signed and dated '1629', offered at Sotheby's, London on 9 April 1986, lot 107: in both works the artist's handling of light emphasizes both hands and faces. Additionally, the treatment of the hands in the present work is similar to those in van der Vliet's *Portrait of Suithertus Purmerent*, dated 1631, in The National Gallery, London. In van der Vliet's later portraits the influence of Haarlem and Utrecht artists is evident, for instance, *Portrait of a man*, dated 1636, now in the Musée du Louvre, Paris, in which the sitter adopts a similar pose to the soldier in the present work.

Notes

¹D. E. van Bleyswijck, *Beschryvinge der stad Delft*, Delft 1667, pp. 851-852





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62

**CIRCLE OF WILLIAM WILLIAMS
(LLANFAIR-AR-Y-BRYN, CARMARTHENSHIRE 1727-1791)**

An extensive landscape, said to be Wyreside in Lancashire, with a family said to be the Fentons, conversing in the foreground

oil on canvas, unlined

66.3 x 90cm (26 1/8 x 35 7/16in).

together with another extensive landscape, traditionally identified as Wyreside, by the same hand (2)

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 15,000

Provenance

Private Collection, UK

63

IRISH SCHOOL, 18TH CENTURY

A view of the lakes and mountains of Killarney

oil on canvas

51.6 x 125.1cm (20 5/16 x 49 1/4in).

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 15,000

Provenance

Private Collection, USA

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MARY FEDDEN R.A. (BRITISH, 1915-2012)

The Peeled Orange
signed and dated 'Fedden 1961' (lower right)
oil on canvas
76 x 61cm (29 1/5/16 x 24in)
£15,000 - 20,000 *

* For details of the charges payable in addition to the final hammer price, please visit [bonhams.com/buyersguide](https://www.bonhams.com/buyersguide)

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SIR ALFRED JAMES MUNNINGS, P.R.A., R.W.S. (BRITISH, 1878-1959)

The Woodcutter
signed and dated 'A.J.MUNNINGS 1902'
(lower left)
oil on canvas
66.9 x 61.6cm (26 5/16 x 24 1/4in).
£40,000-60,000 *

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into an agreement with you as 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*, and 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. A photograph or illustration may not reflect an accurate reproduction of the colour(s) or true condition 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 items or parts are sold for their artistic, historic or cultural interest and may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity

will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams'* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer's Premium* payable or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. Prices depend upon bidding and lots can sell for *Hammer Prices* below and above the *Estimates*, so *Estimates* 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 *Bonhams* for a *Condition Report* on the *Lot's* general physical condition. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. As this is offered additionally and without 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. The *Condition Report* represents *Bonhams'* reasonable opinion as to the *Lot's* general condition in the terms stated in the particular report, and *Bonhams* does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* 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.

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 *Sale*, to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams'* behalf, whether in the *Catalogue* or elsewhere.

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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 reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales*, 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 in which 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 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

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact.

We may also request a financial reference and /or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams'* reputation.

Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a Registration and Bidding 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, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and 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 offered at no additional charge 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*, once you have pre-registered to bid or have updated your existing registration details recently. 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.

Bonhams will not be liable for service delays, interruptions or other failures to make a bid caused by losses of internet connection, fault or failure with the website or bidding process, or malfunction of any software or system, computer or mobile device.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the *Sale*. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.

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) 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.

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* including the warranties as to your status and source of funds. 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*. It is your responsibility to ensure you are aware of the up to date terms of the *Buyer's Agreement* for this *Sale*.

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

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

For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* on each *Lot* purchased:

27.5% up to £2,500 of the *Hammer Price*
25% of the *Hammer Price* above £2,500 and up to £300,000
20% of the *Hammer Price* above £300,000 and up to £3,000,000
13.9% of the *Hammer Price* above £3,000,000

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

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

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

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

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

8. VAT

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

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

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

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

9. PAYMENT

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

Bonhams' preferred payment method is by bank transfer.

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

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

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

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

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases and should be made payable to Bonhams 1793 Limited.

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

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

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

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

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

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

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any *Lot* at our discretion while we complete our investigations, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams*, or be detrimental to *Bonhams'* reputation.

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing 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 Licensing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any *Sale*, nor allow any delay in making full payment for the *Lot*.

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 and the Rules of Proof.

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements

Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of *Catalogue* Terms

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

21. PICTURES

Explanation of *Catalogue* Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Φ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- *, †, ‡, G, Ω, α see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or on Bonhams' website, 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 and the relevant terms for *Bidders* and *Buyers* in the *Notice to Bidders* 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* or on the *Bonhams* website, 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*.

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

	<p>not later than 4.30pm on the second working day following the <i>Sale</i> and you must ensure that the funds are cleared by the seventh working day after the <i>Sale</i>. Payment must be made to <i>Bonhams</i> by one of the methods stated in the <i>Notice to Bidders</i> unless otherwise agreed with you in writing by <i>Bonhams</i>. If you do not pay in full any sums due in accordance with this paragraph, the <i>Seller</i> will have the rights set out in paragraph 8 below.</p>	<p>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;</p> <p>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;</p>
<p>3.2 Except as provided in paragraph 2.1.5, the <i>Seller</i> 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 <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been <i>Bonhams</i>. No such <i>Description</i> or <i>Estimate</i> is incorporated into this <i>Contract for Sale</i>.</p>	<p>7 COLLECTION OF THE LOT</p> <p>7.1 Unless otherwise agreed in writing with you by <i>Bonhams</i>, the <i>Lot</i> will be released to you or to your order only when <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i>.</p> <p>7.2 The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not, until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i>.</p>	<p>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;</p> <p>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;</p>
<p>4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY</p> <p>4.1 The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.</p> <p>4.2 The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.</p>	<p>7.3 You should note that <i>Bonhams</i> has reserved the right not to release the <i>Lot</i> to you until its investigations under paragraph 3.11 of the <i>Buyers'</i> agreement set out in Appendix 2 have been completed to <i>Bonhams'</i> satisfaction.</p> <p>7.4 You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/ or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements.</p> <p>7.5 You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i>.</p>	<p>8.1.9 to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i>, any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i>; and</p> <p>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.</p>
<p>5 RISK, PROPERTY AND TITLE</p> <p>5.1 Risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i>, or upon collection of the <i>Lot</i> if earlier. The <i>Seller</i> will not be responsible thereafter for the <i>Lot</i> prior to you collecting it from <i>Bonhams</i> or the <i>Storage Contractor</i>, with whom you have separate contract(s) as <i>Buyer</i>. You will indemnify the <i>Seller</i> and keep the <i>Seller</i> fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the <i>Lot</i> beyond 7 days from the day of the fall of the <i>Auctioneer's</i> hammer until you obtain full title to it.</p>	<p>7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i>. All such sums due to the <i>Seller</i> will be payable on demand.</p>	<p>8.2 You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses 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.</p>
<p>5.2 Title to the <i>Lot</i> remains in and is retained by the <i>Seller</i> until the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> in relation to the <i>Lot</i> have been paid in full to, and received in cleared funds by, <i>Bonhams</i>.</p>	<p>8 FAILURE TO PAY FOR THE LOT</p> <p>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):</p>	<p>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.</p>
<p>6 PAYMENT</p> <p>6.1 Your obligation to pay the <i>Purchase Price</i> arises when the <i>Lot</i> is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i>.</p> <p>6.2 Time will be of the essence in relation to payment of the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i>. Unless agreed in writing with you by <i>Bonhams</i> on the <i>Seller's</i> behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to <i>Bonhams</i> by you in the currency in which the <i>Sale</i> was conducted by</p>	<p>8.1.1 to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;</p> <p>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;</p> <p>8.1.3 to retain possession of the <i>Lot</i>;</p> <p>8.1.4 to remove and store the <i>Lot</i> at your expense;</p>	<p>9 THE SELLER'S LIABILITY</p> <p>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>.</p> <p>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</p>

that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.

- 9.3 Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer,
- 9.3.1 the Seller 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 Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;
- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's 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;
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, 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 Seller's 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 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.
- 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, (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller 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 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the Contract for Sale.
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale 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 Seller's ability subsequently to enforce any right arising under the Contract for Sale.
- 10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale 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.

- 10.4 Any notice or other communication to be given under the Contract for Sale 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 Seller, addressed c/o Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding 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.
- 10.5 If any term or any part of any term of the Contract for Sale 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.
- 10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents and to any subsidiary of Bonhams Holdings Limited and to its officers, employees and agents.
- 10.7 The headings used in the Contract for Sale are for convenience only and will not affect its interpretation.
- 10.8 In the Contract for Sale "including" means "including, without limitation".
- 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.
- 10.10 Reference to a numbered paragraph is to a paragraph of the Contract for Sale.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer) on any person who is not a party to the Contract for Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, 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.

11 GOVERNING LAW

All transactions to which the Contract for Sale 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 place and the Seller and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the Seller 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.

APPENDIX 2

BUYER'S AGREEMENT WITH BONHAMS

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		or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.		paragraph 4.2. These storage fees form part of our <i>Expenses</i> .
	You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i> .				
3	PAYMENT AND BUYER WARRANTIES	3.10	Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:	4.5	Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i> .
3.1	Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i> , you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i> :	3.10.1	you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;	4.6	You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i> . You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i> , any <i>Expenses</i> and all charges due under the <i>Storage Contract</i> .
3.1.1	the <i>Purchase Price</i> for the <i>Lot</i> ;	3.10.2	your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;	4.7	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .
3.1.2	a <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each lot, and	3.10.3	funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;	4.8	You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.
3.1.3	if the <i>Lot</i> is marked [AR], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with <i>VAT</i> on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the <i>Sale</i> .	3.10.4	items purchased by you and your Principal through <i>Bonhams</i> are not being purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and	5	STORING THE LOT
3.2	You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.	3.10.5	that you consent to <i>Bonhams</i> relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.		We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> , 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 <i>Sale</i>) and, subject to paragraphs 3, 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the relevant section of the <i>Catalogue</i> . If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.
3.3	All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i> . Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> 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.	3.11	We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the <i>Seller</i> , to our satisfaction at our discretion, we shall be entitled to retain <i>Lots</i> and/or proceeds of <i>Sale</i> , postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.	6	RESPONSIBILITY FOR THE LOT
3.4	Unless otherwise stated in this agreement all sums payable to us will be subject to <i>VAT</i> at the appropriate rate and <i>VAT</i> will be payable by you on all such sums.	4	COLLECTION OF THE LOT	6.1	Title (ownership) in the <i>Lot</i> pass to you on payment of the <i>Purchase Price</i> to us in full in cleared funds, although we reserve the right not to release the <i>Lot</i> to you until our investigations have been completed to our satisfaction under paragraph 3.11.
3.5	We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i> , the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i> , any <i>Expenses</i> and <i>VAT</i> and any interest earned and/or incurred until payment to the <i>Seller</i> .	4.1	Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us; in cleared funds, everything due to the <i>Seller</i> and to us, and once we have completed our investigations under paragraph 3.11 we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a buyer collection document, obtained from our cashier's office.	6.2	Please note that under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the <i>Lot</i> if earlier, and you are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .
3.6	Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i> , or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.	4.2	You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i> , or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i> .	7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS
3.7	Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i> .	4.3	For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i> . Thereafter, the <i>Lot</i> 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 <i>Notice to Bidders</i> .	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 unless otherwise provided below), 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>):
3.8	You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:	4.4	If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i> , you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the " <i>Storage Contract</i> ") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus <i>VAT</i> per <i>Lot</i> per day) will be payable from the expiry of the period referred to in		
3.8.1	the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or				
3.8.2	located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan and Syria.				
3.9	You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion				

7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	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	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	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	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	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	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	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	The discretion referred to in paragraph 8.1:	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	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.12	having made reasonable efforts to inform you, to release your name and address to the <i>Seller</i> , so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9	FORGERIES	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:		
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or		

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**" Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"New Bond Street" means *Bonhams'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 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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Paddle number (for office use only)

Bonhams

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

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At least 24 hours before the Sale, clients must provide government or state issued photographic proof of ID and date of birth e.g. - passport, driving licence - and if not included in ID document, proof of address e.g. - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, and the entities name and registered address, documentary proof of its beneficial owners and directors, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed or completed. For higher value lots you may also be asked to provide a bank reference.

If successful

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Sale title: Old Master Paintings	Sale date: 3 July 2019
Sale no. 25229	Sale venue: New Bond Street, London

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£2,000 - 5,000by 200 / 500 / 800s	above £200,000at the auctioneer's discretion
£5,000 - 10,000by 500s	

The auctioneer has discretion to split any bid at any time.

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