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New Bond Street, London | 4 December 2019





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Old Master Paintings

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ILLUSTRATIONS

Front cover: Lot 68 (detail) Back cover: Lot 25 (actual size) Inside front cover: Lot 62 (detail) Inside back cover: Lot 24 (detail)

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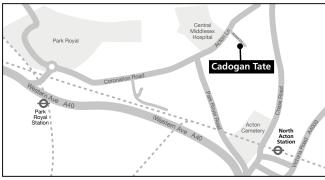
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(Please note: Charges apply every day including weekends and Public Holidays)

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1* DUTCH SCHOOL, EARLY 17TH CENTURY

Portrait of a girl, half-length, in a lilac embroidered dress, with a lace ruff and headdress oil on panel $56.9 \times 43.8cm$ (22 3/8 x 17 1/4in).

£5,000 - 7,000 €5,800 - 8,100 US\$6,500 - 9,100

Provenance Private Collection, USA



2 MONOGRAMMIST F.B. (AUSTRIA, ACTIVE EARLY 18TH CENTURY)

A forest floor with a snake and frog amongst thistles and wild strawberries; and A forest floor with a lizard, frog and dragonfly amongst roses and mushrooms the former signed with initials 'FB' (on stone ledge, lower left) and the latter signed with initials 'F.B.' (lower right) a pair, oil on panel $19.4 \times 27.7cm$ (7 5/8 x 10 7/8in). (2)

£8,000 - 12,000 €9,300 - 14,000 US\$10,000 - 16,000



3 GASPAR DE WITTE (ANTWERP 1624-1681)

Spring: elegant figures on a boating lake, others dancing around a Maypole; and Autumn: figures harvesting apples a pair, oil on copper 40.4 x 51.2cm (15 7/8 x 20 3/16in). (2)

£15,000 - 20,000 €17,000 - 23,000 US\$19,000 - 26,000

A Wooded landscape with a hawking party in the foreground, shepherds shearing their flock beside an ornamental fountain and farmers harvesting a hayfield beyond of the same dimensions as the present pair was offered at Phillips, London, 4 July 1995, lot 31. This latter work could depict Summer, suggesting that the three together formed part of a series of the Four Seasons or the Months of the Year.



SINIBALDO SCORZA (VOLTAGGIO 1589-1631 GENOA) Orpheus charming the animals

Orpheus charming the animals signed and dated 'SINIBALDO SCORTTA P./ANNO MDCXII' (lower left) oil on canvas 50.8 x 66.3cm (20 x 26 1/8in).

£6,000 - 8,000 €7,000 - 9,300 US\$7,800 - 10,000

Provenance Private Collection, UK



5 DIRK DALENS THE ELDER (DORDRECHT 1600-1676 ZIERIKZEE)

An Arcadian landscape with shepherds and their flock oil on panel $42.8 \times 60.2 cm$ (16 7/8 x 23 11/16in).

£8,000 - 12,000 €9,300 - 14,000 US\$10,000 - 16,000

Provenance

Sale, Sotheby's, Monte Carlo, 30 November 1986, lot 468



LUCA LONGHI (RAVENNA 1507-1580)

The Madonna and Child with the Infant Saint John the Baptist accompanied by an angel oil on canvas 61.4 x 52.7cm (24 3/16 x 20 3/4in).

£8,000 - 12,000 €9,300 - 14,000 US\$10,000 - 16,000

Provenance

Probably the Collection of Conte Carlo Galletti Abbiosi, Ravenna, 1853 Private collection, Ravenna

Literature

A. Cappi Luca Longhi illustrato dal Conte Alessandro Cappi, Ravenna 1853, p. 167

O. Piccolo and S. Andriani, 'Un Luca Longhi 'riscoperto': restauro e indagini tecniche e stilistico-comparative su una 'Madonna con Bambino, S. Giovannino e un angelo", in *Arte Cristiana*, no. 913, July/ August 2019, pp. 292-303

Described by Vasari in his second edition of Le Vite as a 'uomo di natura buono, quieto e studioso [...] ha fatto e fa le sue cose con pacienza e studio', Luca Longhi never left his native Ravenna. Known as the Raffaello di Ravenna, the elegance and restraint of Longhi's work reveal the influence of Raphael and his circle, known to the artist through the former's Emilian followers such as Lorenzo Costa and Innocenzo da Imola. Few works by him are dated making it difficult to construct the progression of his career. However, the present work does come close to his Madonna and Child enthroned with Saints Paul and Anthony of Padua commissioned in 1543, which is now in the Pinacoteca di Brera. Given the close similarities between, in particular the figure of the Infant Saint John the Baptist in the present work and the young Christ in the act of blessing in the Brera altarpiece, the current Madonna and Child with the Infant Saint John the Baptist attended by an angel could most probably date to the first half of the 1540s.

Alessandro Cappi, art-historian, director of both the Accademia delle Belle Arti and the Biblioteca Classense in Ravenna, records seeing a work by Longhi, described as 'La Vergine, che al putto dà il latte, s. Giovanni, e un Angeletto [*sic*] in atto di adorare.', at the Ravenna home of the Conte Carlo Galletti Abbiosi. This description fits the present work, as do the dimensions of the painting.

We are grateful to Prof. Daniele Benati for confirming the attribution to Luca Longhi, on the basis of a colour photograph.

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.



7 **CIRCLE OF CALISTO PIAZZA (LODI 1500-CIRCA 1562)** Christ taking leave of his Mother oil on canvas transferred from panel 50.1 x 56.9cm (19 3/4 x 22 3/8in).

£8,000 - 12,000 €9,300 - 14,000 US\$10,000 - 16,000

Provenance Private Collection, Varese, and thence by descent to the present owner

8* SOUTH GERMAN SCHOOL, 16TH CENTURY Still life of an illuminated manuscript

oil on panel 45 x 52.3cm (17 11/16 x 20 9/16in).

£15,000 - 20,000 €17,000 - 23,000 US\$19,000 - 26,000

Provenance

Private Collection, USA, since at least the early 1950s

The present work is related to a group of *trompe l'oeil* still life paintings of bound illuminated books that are believed to have been painted in south Germany or Austria in the mid-16th century; other known versions are similar in size to the present work and all are painted on pine. They have in common the inclusion of 11 illuminated initials and two passages of music notation but the details and colouring vary slightly between them. Another version of this composition was offered at Christie's, New York, 11 January 1979, lot 248 (see *Die Maler tom Ring*, WestfälischenLandesmuseum für Kunst und Kulturgeschichte Münster, exhibition catalogue September - November 1996, vol II, no. 88).

The motif of an open book can be seen in *intarsie* as early as the 15th century such as those in the *Studiolo* of Federico di Montefeltro in Urbino. A painting in the Museum Boijmans van Beuningen, Rotterdam (inv. no. 2469) showing a still life of books, water jug and basin of circa 1470-80 probably offers the most likely explanation for the subject. It is painted on the reverse of a devotional painting of the Virgin and is thought to represent her purity (the washing utensils) and her piety (the open book). So whilst the present work seems to anticipate the genre of still life painting, its real purpose would more likely have been to encourage the viewer to devotional contemplation.

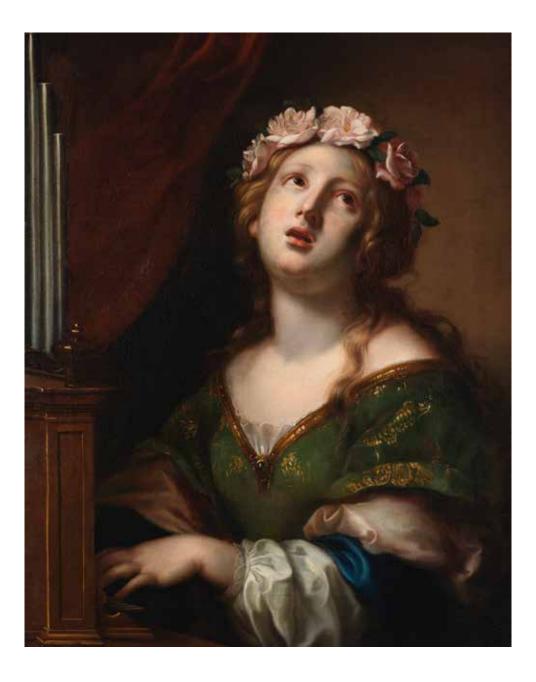




9 MARIO NUZZI, CALLED MARIO DE' FIORI (ROME CIRCA 1603-1673) Chrysanthemums, convolvulus, a tulip and other flowers in a glass vase

oil on canvas 70.2 x 49.5cm (27 5/8 x 19 1/2in).

£10,000 - 15,000 €12,000 - 17,000 US\$13,000 - 19,000



10 **ONORIO MARINARI (FLORENCE 1627-1715)** Saint Cecilia oil on canvas 73.6 x 60.6cm (29 x 23 7/8in).

£12,000 - 18,000 €14,000 - 21,000 US\$16,000 - 23,000

Provenance

Private Collection, Northern Germany Sale, Karl und Faber, Munich, 9 May 2014, lot 20, where purchased by the present owner

Another autograph version of this composition is in the Statens Museum for Kunst in Copenhagen.



11 HERMAN VAN SWANEVELT (WOERDEN CIRCA 1600-1665 PARIS)

Italianate landscape with figures fishing by a stream oil on canvas, unlined $80 \times 107 \text{ cm} (31 \ 1/2 \times 42 \ 1/8 \text{ in}).$

£12,000 - 18,000 €14,000 - 21,000 US\$16,000 - 23,000

Provenance

Private Collection, UK, 19th century Sale, Sotheby's, London, 30 October 2008, lot 253, where purchased by the present owner

Literature

A. C. Steland, Herman van Swanevelt, Petersberg, 2010, cat. no. G2, 36/N, pp. 166-7, ill., p. 446, fig. G104/N

In her catalogue entry for the present painting, Ann Charlotte Steland compares the strong pastel colouring and the brightly lit landscape to the signed and dated work of 1643 offered at Christie's, London, 7 July 2000, lot 224. This would suggest that the present landscape was painted either during the last years of the artist's first stay in Italy or at the very beginning of his sojourn in Paris. Although it is not topographically accurate, it very probably takes as its inspiration the valley of the Aniene near Tivoli with its impressive cascade.



12 PIETER CASTEELS III (ANTWERP 1684-1749 RICHMOND)

Chrysanthemums, roses, tulips, orange blossom and other flowers in a bronze urn on a stone ledge signed and dated 'PCasteels F./ 1715' (lower left) oil on canvas 83.2 x 111.2cm (32 3/4 x 43 3/4in).

£8,000 - 12,000 €9,300 - 14,000 US\$10,000 - 16,000

Provenance

With Faustus Galleries, London, where purchased by the present owner in 1974

We are grateful to Dr. Fred Meijer for confirming the attribution to Pieter Casteels III upon examination of colour photographs.

PEETER NEEFFS THE YOUNGER (ANTWERP 1620-1675)

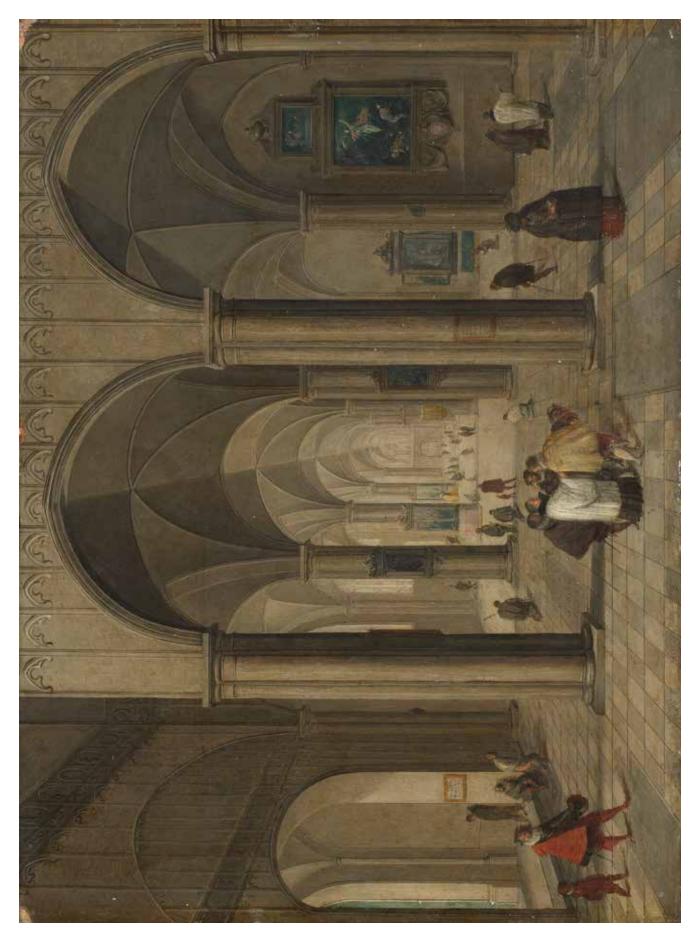
The interior of a Gothic church oil on copper 24.2 x 33.5cm (9 1/2 x 13 3/16in).

£20,000 - 30,000 €23,000 - 35,000 US\$26,000 - 39,000

Provenance

Private Collection, Spain, since 1970s

It has been suggested that the figures in the present painting, which are of fine quality, may have been painted by Frans Francken the Younger (Antwerp 1581-1642). Francken often collaborated with both Peeter Neeffs the Elder and Peeter Neeffs the Younger.





14^{TP}

CHARLES JERVAS (DUBLIN CIRCA 1675-1739 LONDON)

Portrait of Lady Henrietta Ashburnham (1716-1732) and her halfbrother, John Ashburnham (1724–1812), Viscount Saint Asaph, the future 2nd Earl of Ashburnham,

both full-length, standing, by a stone pedestal which bears the Ashburnham arms and on which stands a bowl of flowers, she holding the hand of the child oil on canvas 218.4 x 144.8cm (86 x 57in).

unframed

£7,000 - 10,000 €8,100 - 12,000 US\$9,100 - 13,000

Provenance

Commissioned by John, 1st Earl Ashburnham circa 1729 Thence by family descent until sold by order of the Trustees of the Ashburnham Estates, Sotheby's, 15 July 1953, lot 110 (bt. by Lord Wilton for £50)

Sale, Sotheby's, London, 16 July 1986, lot 50

This double portrait displays the tenderness and intimacy between two half siblings. Lady Henrietta Ashburnham was the eldest daughter of John Ashburnham, 1st Earl of Ashburnham and his second wife, Henrietta, Dowager Countess of Anglesey and 4th Baroness Strange; her half brother, John Asburnham, was the only son of John Ashburnham and his third wife, Lady Gemima Grey. John succeeded his father in 1737; he was appointed Lord of the Bedchamber to King George II in 1748 where he enjoyed the privilege of assisting the king with his dressing, waiting on the king when he dined privately, and serving as one of the king's main companions. He also served as the Keeper of Hyde Park and St James's Park in London from 1753 to 1762. During the reign of King George III, he was appointed Master of the Great Wardrobe and, subsequently, Groom of the Stole. he married Elizabeth Crowley, the daughter and co-heiress of John Crowley, a wealthy merchant. Together, they would spend almost thirty years together and had six children.



FRANS VAN DER MYN (DUSSELDORF 1719-1783 LONDON)

An evening conversation piece in an opulent interior of Dr Cornelis and Mrs Henriette Hageman and their son Johan Jacob, she playing a giltwood single-manual harpsichord, he leaning on a chair and the child sitting on a cushion holding playing cards signed and dated ' F. v** *** Myn 1745' (lower left) oil on canvas 78.7 x 81.3cm (31 x 32in).

£10,000 - 15,000 €12,000 - 17,000 US\$13,000 - 19,000



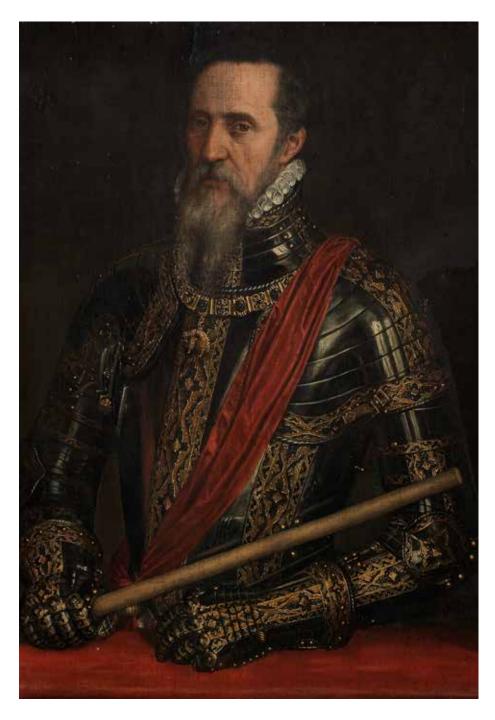
STUDIO OF ANTONIS MOR (UTRECHT 1517-1575 ANTWERP?)

Portrait of María Enríquez de Toledo y Guzmán, Duchess of Alba, half-length, in a white bejewelled dress, holding a prayer book; and Portrait of Fernando Álvarez de Toledo y Pimentel, 3rd Duke of Alba, half-length, wearing armour, a red sash, a white ruff and Order of the Golden Fleece, holding a baton a pair, oil on canvas $89.5 \times 60cm (35 1/4 \times 23 5/8in). (2)$

£30,000 - 50,000 €35,000 - 58,000 US\$39,000 - 65,000

Provenance

The present owners great-grandfather, Philippe Count Limburg - Stirum, Kasteel Hemsrode, Belgium, and thence by descent



The original portrait of the Duke of Alba is in the Fundación Casa de Alba, Madrid. Fernando Álvarez de Toledo y Pimentel, 3rd Duke of Alba (1507 – 1582), known as the *Gran Duque de Alba* (Grand Duke of Alba) in Spain and *IJzeren Hertog* (Iron Duke) in the Netherlands, was a Spanish noble, general, and diplomat. He was an adviser of King Charles I of Spain (the Holy Roman Emperor Charles V), and his successor, Philip II of Spain, Mayordomo mayor of both kings, member of their Councils of State and War, governor of the Duchy of Milan

(1555–1556), viceroy of the Kingdom of Naples (1556–1558), governor of the Netherlands (1567–1573) and viceroy and constable of the Kingdom of Portugal (1580–1582). He is best known for his actions against the revolt of the Netherlands, where he instituted the Council of Troubles, and repeatedly defeated the troops of William of Orange and Louis of Nassau during the first stages of the Eighty Years' War. He is also known for the brutalities during the capture of Mechelen, Zutphen,

Naarden and Haarlem. In spite of these military successes, the Dutch revolt was not broken and Alba was recalled to Spain. His last military successes were in the Portuguese succession crisis of 1580, winning the Battle of Alcantara and conquering that kingdom for Philip II (Spain unified all the kingdoms of the Iberian Peninsula thanks to Alba and consequently expanded its overseas territories). The Duke was married in 1527 to his cousin María Enríquez de Toledo y Guzmán (died 1583), daughter of Diego Enríquez de Guzmán III, Count of Alba de Liste, with whom he had four children.



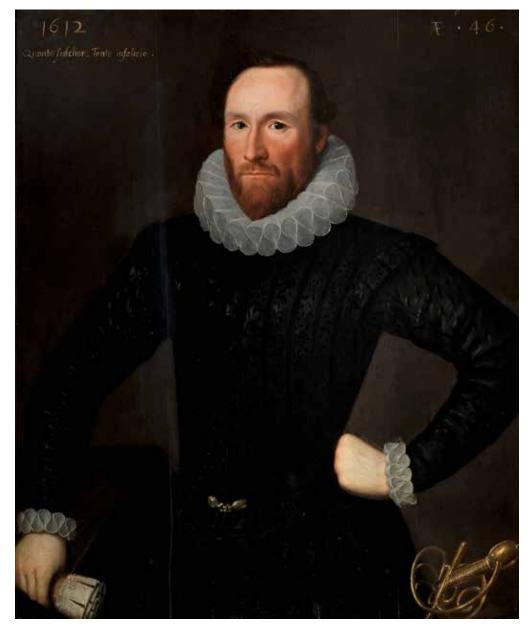
17 **HENDRICK BLOEMAERT (UTRECHT CIRCA 1601-1672)** A fish seller oil on canvas 63.5 x 94cm (25 x 37in).

£15,000 - 20,000 €17,000 - 23,000 US\$19,000 - 26,000

Provenance

Private Collection, The Netherlands, since the early 20th century

The present work is comparable to Hendrick Bloemaert's *Boy Selling Farm Products*, in which the same shepherd boy appears, now in a private collection (see: M. Roethlisberger, *Abraham Bloemaert and His sons*, Doornspijk, 1993, p. 507, cat. no. H.165, ill., H161). A similar work was offered in these rooms, 9 July 2014, lot 89. We are grateful to Prof. Marcel Roethlisberger for confirming the attribution to Hendrick Bloemaert upon examination of colour photographs.



18 ATTRIBUTED TO ROBERT PEAKE THE ELDER (CIRCA 1551-1619 LONDON)

Portrait of a gentleman, traditionally identified as Sir James Porter, three-quarter-length, in black costume, holding his gloves bears inscription '1612/Quanto fidelior: Tanto infaelicio' (upper left) and 'AE .46.' (upper right) oil on panel 90.4 x 73.5cm (35 9/16 x 28 15/16in).

£15,000 - 20,000 €17,000 - 23,000 US\$19,000 - 26,000

Provenance

With Lane Fine Art, London, from whom purchased by the present owner

19 ANDREA PICCINELLI, CALLED DEL BRESCIANINO (SIENA CIRCA 1485-CIRCA 1545)

The Madonna and Child with the Infant Saint John the Baptist and Saints Jerome and Catherine of Siena oil on panel 63.2 x 44.6cm (24 7/8 x 17 9/16in). unframed

£50,000 - 70,000 €58,000 - 81,000 US\$65,000 - 91,000

Provenance

Art Market, Foligno, Italy, where purchased by the present owner's father in 1960s

Literature

B. Berenson, *Italian pictures of the Renaissance*, London, 1968, vol. I, p. 67, vol. III, pl. 1566

Active for most of his career in Siena, Andrea Piccinelli, known as Andrea del Brescianino, also spent much time in Florence where he saw the work of Fra Bartolomeo and Raphael. Andrea del Sarto also later proved of lasting stylistic influence even after Brescianino's return to Siena. Despite the discernible Florentine character of his work, Brescianino's continued use of vivid colouring remained firmly rooted in the Sienese tradition of Domenico Beccafumi.

It is known that Andrea collaborated with his younger brother, Raffaello, on the *Baptism of Christ* for the baptistry of the cathedral of Siena, amongst other altarpieces, and the latter is recorded as maintaining a studio in Florence as Vasari mentions that Francesco Salviati worked in his workshop. This strong connection with Florence has led to the suggestion that the brothers maintained two studios, one in Florence and one in Siena whilst keeping up a very close working relationship.

The compact composition and angular treatment of the drapery in the present painting place it very close, stylistically, to the *Madonna and Child with Saints* now in the National Gallery, London (NG4028) and also the *Virgin and Child, with the Young Saint John the Baptist and Saints Sebastian and Catherine of Siena* in the Philadelphia Museum of Art, Philadelphia (acc.no. 114, see fig. 1). The painting in the National Gallery is attributed to both of the brothers as it is not clear how the work was divided between the two painters making it difficult to clearly separate their work.



fig. 1 Andrea Brescianino, Virgin and Child, with the Young Saint John the Baptist and Saints Sebastian and Catherine of Siena / John G. Johnson Collection, 1917





CIRCLE OF SIR PETER PAUL RUBENS (SIEGEN 1577-1640 ANTWERP)

The Liberality of the King; and The Providence of the King a pair, oil on panel 19.5 x 9.6cm (7 11/16 x 3 3/4in). (2)

£7,000 - 10,000 €8,100 - 12,000 US\$9,100 - 13,000

Provenance

Possibly the Van Schorel Collection, by whom sold Sale Antwerp, 7 June 1744, lot 28, where purchased for 9 florins 10 sous by Jan Lauwryn Krafft (1694-1785) The Collection of Dr. Ernst Sklarz, 1953 Private Collection, UK

Exhibited

Helsinki, Ateneumin Taidemuseo, *P.P. Rubens : luonnoksia, piirustuksia, kaiverruksia, skisser, teckningar, gravyrer* 1952-1953, nos. 18 and 19 (as Sir Peter Paul Rubens)

Rotterdam, Museum Boijmans Van Beuningen, *Olieverfschetsen van Rubens*, 1953 - 1954, p. 103, cat. no. 97, ill. p. 87 (as Sir Peter Paul Rubens)

Literature

M. Rooses, *L'Oeuvre de Rubens*, Antwerp, 1890, vol. III, pp. 313 (as Sir Peter Paul Rubens)

P. A. Seemann, *Die galerien Europas; farbige nachbildungen alter Meisters*, no. 414

J. Held, *Les Arts Plastiques*, vol. VI, Brussels 1953, p. 116 J. Held, *The Oil Sketches of Rubens. A Critical Catalogue*, Princeton, 1980, Vol. I, p. 238, under cat. no. 160 (as a copy) J. R. Martin, 'The Decorations for the Pompa Introitus Ferdinandi', *Corpus Rubenianum Ludwig Burchard*, Brussels, 1972, Part XVI, p. 158, ill. pl. 78 and 79 (as copies, previously accepted as autograph by Burchard)

The present sketches are derived from the *Liberality of the King* and the *Providence of the King* which formed the lateral canvases on the reverse of the *Triumphal Arch for the Cardinal-Infante Ferdinand's entry into Antwerp.* The original canvases by Sir Peter Paul Rubens are now in the Musée des Beaux-Arts in Lille and measure 284 x 145 cm., but a *modello* for the arch by the artist, in which the corresponding parts measure 17.7 x 8.7 cm., is in the Hermitage, Saint Petersburg, (Inv. No. 502, No. 564 in Somov Catalogue).

The catalogue of the Rotterdam exhibition states that the figures refer to 'King Ferdinand', although all references to a king in the *Triumphal Entry* refer to King Phillip of Spain. Denying that these sketches fulfilled any function in the execution of the arch, Martin called attention to the fact that the figure of *Providence*, the pin on the rudder is missing (J. R. Martin 'The Decorations for the Pompa Introitus Ferdinandi', *Corpus Rubenianum Ludwig Burchard*, Part XVI, 1972, no. 158).

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.



21 STUDIO OF DAVID TENIERS THE YOUNGER (ANTWERP 1610-1690 BRUSSELS) The Seven Acts of Mercy

oil on canvas 56.4 x 77.7cm (22 3/16 x 30 9/16in).

£10,000 - 15,000 €12,000 - 17,000 US\$13,000 - 19,000

The present composition follows David Teniers's *The Seven Acts of Mercy* now in the Musée du Louvre, Paris (inv. no. 1879).



 22^{TP}

ARCHER JAMES OLIVER (LONDON 1774-1842)

A group portrait, traditionally identified as the Peacock family, in a landscape oil on canvas 102 x 129.2cm (40 3/16 x 50 7/8in).

£8,000 - 12,000 €9,300 - 14,000 US\$10,000 - 16,000

Provenance The Crabbie distillery family, and by descent

Exhibited

Traditionally believed to be the Royal Academy exhibit of 1800, no. 227, *Mr and Mrs Peacock and family*



PROPERTY OF LORD HAMILTON OF DALZELL

23

ANGELICA KAUFFMAN (COIRE 1741-1807 ROME)

Electra offering a lock of hair to Chrysothemis, within a painted oval oil on canvas $49 \times 59.6 \text{ cm}$ (19 5/16 x 23 7/16in).

£15,000 - 20,000 €17,000 - 23,000 US\$19,000 - 26,000

Provenance

E.G. Raphael (according to the Agnews stockbook) With Agnews, London, where purchased by William H. Foster of Apley Park, Shropshire, in 1905, and thence by descent to the present owner

Literature

A catalogue of pictures at Apley Park, inv. no. 82

The present work depicts the scene from Sophocles' *Electra*, in which Electra gives her sister, Chrysothemis a lock of her hair and her belt to be laid on the tomb of their father, Agamemnon. Another version of the subject by Kauffman, a *tondo* with only two

figures, is in a private collection and engraved by T. Macklin, in 1786 (see: British Museum, inv. no. 1873,0809.301, see fig.1). We are grateful to Prof. Wendy Roworth for confirming the attribution to Angelica Kauffmann upon examination of colour photographs.

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.

OTHER PROPERTIES

24

FRANCISCUS GYSBRECHTS (BORN ANTWERP 1649)

A *trompe l'oeil* still life of a half-open wall cabinet filled with writing implements, silver gilt dishes, a violin, hunting horn and other objects signed 'F. Gysbrechts' (lower right) oil on canvas 82.6 x 118.8cm (32 1/2 x 46 3/4in).

£40,000 - 60,000 €46,000 - 70,000 US\$52,000 - 78,000

Provenance

Private Collection, Belgium for at least 30 years

Exhibited

Bruges, *Private Collections in Bruges*, 1970, cat. no. 10 (as Cornelis Gysbrechts, according to a Witt library mount)

A very similar composition with small differences of similar dimensions by Franciscus *Gysbrechts* in the Schloss Fasanerie, Eichenzell (Fulda, inv./cat. nr FAS B 539t; see M. Braun, *Cornelis Norbertus Gysbrechts und Franciscus Gysbrechts*, Berlin 1994, p. 190-191, nr. 2.2.14, ill.). Similar works depicting half-open wall cabinets by Franciscus Gysbrechts were with C. Frank, London, 1954 and sold Galerie Koller, Zürich, 20-23 March, 2007, lot 3054.

Franciscus Gysbrechts was the son of the still life painter Cornelis Norbertus Gysbrechts and Anna Moons. He worked in Copenhagen in 1672 and is probably identical with the Franciscus *Gysbrechts* who was active in Leiden between 1674 and 1676/77. His works can be confused with those of Cornelis Norbertus Gysbrechts, who was known to have painted similar *trompe l'oeils*, although his style is more baroque and his brushwork more soft and fluid.

We are grateful to Dr. Fred Meijer for confirming the attribution to Franciscus Gysbrechts upon examination of colour photographs.







ENGLISH SCHOOL, CIRCA 1600

Ten trenchers or roundels or roundelays each extensively inscribed around the edge ten of a set, oil on panel 12.6cm (4 15/16in). diameter (10)

£8,000 - 12,000 €9,300 - 14,000 US\$10,000 - 16,000

Provenance

The collection of Spencer Stanhope family until 1964 and thence by descent to the present owner.

The present ten roundels are an extremely rare example of such subject-matter from England at this date. Subjects otherwise included satirical verses, proverbs, Signs of the Zodiac, moralising stories such as *Aesop's Fables*, the twelve months of the year, fruits and flowers in their seasons and biblical quotations. Roundels of this type were used at banquets as a form of entertainment. Sets of typically eight or twelve, occasionally twenty-four roundels would be arranged before each diner toward the end of a feast and placed with the decorated side facing down. Guests would then use the plain side as a trencher to eat such delicacies as cheese, sweetmeats, marzipan or sugar plums. After feasting, once Grace had been said, guests would turn over the roundels to reveal painted images and short verses which could then be sung or recited in turn, probably to the accompaniment of a lute. The inscriptions on the present trenchers are as follows:

A. **renes. Beutye. Ritches. for this Goulden Ball, what shoulde sr Paris here haue donne speake any of you al. H**

B. Whether would you put on this famose cuckols cap Or cutt your fayre wifes throte to cure your foule mishap. good Mr 20 in ye 100
C. Her love is woonded by her sonne she wepes but cannot say whether she should reueng or no what would you doe I praye. M**
D. Did old Tyresias iu* aright that female was and male. Or was there error in his doome or falsehood in his tale. Lordes and Ladies.
E. She weares a garland for his sake and to this one she gives. I praye

resolue me which of these moste in hi* fauour liues. Punie Academick. F. Thay wooe him boath thone poore and fayre rich foule and owld the other. Aduise him which to chuse good. She is a yonger brother as some of us are

 ${\rm G}.$ Whether of thes first shoulde he save His flock from the wolfe of his wife from a knave

H. She loves and is dispisde this beutye proudes a scornefull elf; yet de**y *ou* *ne must be *ro**d who shoulde it be him self. My frende or Muttonmonger

I. He that is with silence stroke or he that hathe so wisely spoke How should she doe the truth to proue which of thes is most in love. Mother of ye Maydes

J. Lousye pouerty and health together Or riches with rottonnes chuse you whether Casnerd Captaine or ∗e∗er seruingman

Muttonmonger, for example, is a now obsolete term for a promiscuous man or philanderer, derived from mutton being a term, for a prostitute. Hence one can easily imagine the raucous fun had by the diners, by this stage a bit worse for wear after a few drinks, as they read out these verses.

References to roundels occur in the 16th and early 17th century inventories: in *Northward Ho*, published by Webster and Dekker in 1607, a character says 'I'll have you make twelve posies for a dozen cheese trenchers.' Whilst the majority of roundels have their lettering central within the borders, a few are painted with central pictures and the text referring to the picture is incorporated in, or used to form the outer border (see H. Pinto, *Treen and Other Wooden Bygones*, London 1969, pl. 77, p. 80; and J. Levi and R. Young, *Treen for the Table*, London, *1998*, pp. 135 - 137).

















26*

WORKSHOP OF STEVEN VAN DER MEULEN (?ANTWERP -CIRCA 1564 LONDON)

Portrait of Queen Elizabeth I, three-quarter-length, wearing a black dress embroidered with gold, an ermine-trimmed surcoat, a white ruff trimmed with gold and a pearl-encrusted headdress, holding a red rose in her left hand and a gold chain in her right hand, which rests on an embroidered cushion oil on panel

96.6 x 74.2cm (38 1/16 x 29 3/16in).

£150,000 - 250,000 €170,000 - 290,000 US\$190,000 - 320,000

This newly discovered and hitherto unrecorded portrait is an important addition to the iconography of Elizabeth I, being a rare early depiction, dating from circa 1562, and is thus one of the first known sophisticated images of Elizabeth as Queen. The earliest images of Elizabeth as monarch were, in Sir Roy Strong's words, 'mechanical workshop productions that portray her standing facing the spectator, a stiff unattractive figure attired in black with an ermine-lined collar to her surcoat.' Examples of that image, known as the 'Northwick Park Pattern' (from the portrait which is now in the National Portrait Gallery with other versions in The Guildhall, Thetford, the National Gallery of Ireland, and recorded at Clopton House) are believed to date from the time of the Queen's accession, circa 1558 (see Strong, Tudor and Jacobean Portraits, Volume II, figs. 186 and 187). The present portrait is one of the first pictures of the Queen made in response to the undated draft proclamation put together by William Cecil imploring the Queen to have her likeness taken, designed to counter debased images of the Queen and which set up in their place the idea that an approved portrait might be produced.



fig.1 Elizabeth I, Duke of Beaufort's Collection



The present portrait is of what can be termed the Badminton type, from the portrait in the Duke of Beaufort's Collection (see fig. 1 and op. cit. fig. 187), and is thus especially rare. In the latter three-guarter length portrait, which is at Badminton Court, the Queen's right hand rests on a cushion and she stands beside a similarly embroidered curtain, although her dress lacks the gold embroidery in the present portrait and the rose in her left hand is absent. A tondo, bust length version of this same portrait pattern is also in the Duke of Beaufort's collection (formerly identified as Elizabeth Browne, the wife of the 2nd Earl of Worcester, it was first recognised as a portrait of the Queen by 'J.F.K. in 1960' - an illusion presumably to the U.S. President). This pattern had hitherto been associated with the pattern that could be dated to 1567, the best known version of which was formerly at Barrington Park. However, the current opinion of Dr. Edward Town of the Yale Center for British Art after inspection of the Badminton Court portrait, taking account of the costume and judging from the archival record, is that it is earlier than the Barrington Park type (which can be dated to circa 1567) and by rights pictures of the Badminton Court type should be the work of the Netherlandish artist Steven van der Meulen, who was paid for portraits of Elizabeth between 1562-3. The single pearl that is worn on the Queen's forehead in the present portrait can also be seen in a bust-length engraving by Remigius Hogenburg, which has been dated to circa 1570.

Famous today as the 'Virgin Queen', the present portrait was painted at a time when it was widely expected that Elizabeth would marry. Indeed, the Queen encouraged courtship at this date since each proposal legitimised her sovereignty. Her suitors had already included Philip II of Spain (the widower of her sister, Queen Mary), Erik XIV of Sweden and the Emperor Ferdinand's sons. Archdukes Ferdinand and Charles of Austria. Erik was the most persistent suitor between the summer of 1559 and the autumn of 1562. We know that the 'holländsk Konterfegare' (Dutch painter) called 'Master Steffan' was granted a sitting with Erik in March 1561 and the painting was then taken back to England in June and presented to the Queen. It is believed that this artist can be convincingly identified as Steven van de Meulen (see Edward Town. 'A Biographical Dictionary of London Painters 1547-1625', Walpole Society, 2014, pp. 179-181). Nonetheless, the initial interest in Erik was in fact a counterfoil to the more plausible candidature of the Emperor's sons. Charles, who symbolized an anti-French, Habsburg alliance, proved promising at first but religion was an almost insuperable bar, and it was one which was exploited for all that it was worth by Robert Dudley, whom Elizabeth would probably have chosen had it not been for diplomacy since she seems to have genuinely loved this man who proved to be the longest running of her favourites, if never her spouse.

Elizabeth's 'affair' with Dudley later inspired Sir Walter Scott amongst others. The couple were of similar ages, Dudley claiming to have known Elizabeth 'familierement' from before she was eight. While Dudley's wife, Amy was still alive, his relationship with the Queen was the subject of scandalous gossip at Court and as rumours were spreading on the 8 September 1560, Amy Dudley was found dead in what were taken to be suspicious circumstances. Many people now assumed that Elizabeth would marry her favourite. How far Dudley's chances of marrying Elizabeth were realistic depends in part upon the reading of some very complicated diplomatic transactions at the time, but whatever the truth was behind these political games with the Spanish, it is evident that in the months following Amy Dudley's death, Elizabeth decided that marriage with Dudley was not to be. It was becoming evident that, unlike Mary Queen of Scots, Elizabeth's head and political instincts had come to rule her heart.

In the years that followed, Dudley nonetheless continued to press his suit, but when Parliament next met in January 1563, it was in the shadow of Elizabeth's close encounter with death through smallpox in October 1562. Marriage and the succession were now at the top of the agenda for both Houses. The Lords petitioned her to marry 'where it shall please you, with whom it shall please yow, and assone as it shall please you'; while the Commons placed more emphasis on the need to limit the succession. Elizabeth told Parliament that so far as her marriage was concerned 'a silent thought may serve'. Marrying Dudley, however, could now be entirely ruled out: when she made him Baron Denbigh on the 28 September 1564 and Earl of Leicester the following day, it was to render him acceptable as a husband for her cousin Mary, a plan which misfired when the Scottish Queen married Henry Stuart, Lord Darnley, on the 29 July 1565.

This important portrait which can be counted as one of the first sophisticated pictorial representations of this most charismatic of monarchs is thus also a fascinating record of the Queen during a particularly colourful and romantic period in her reign.





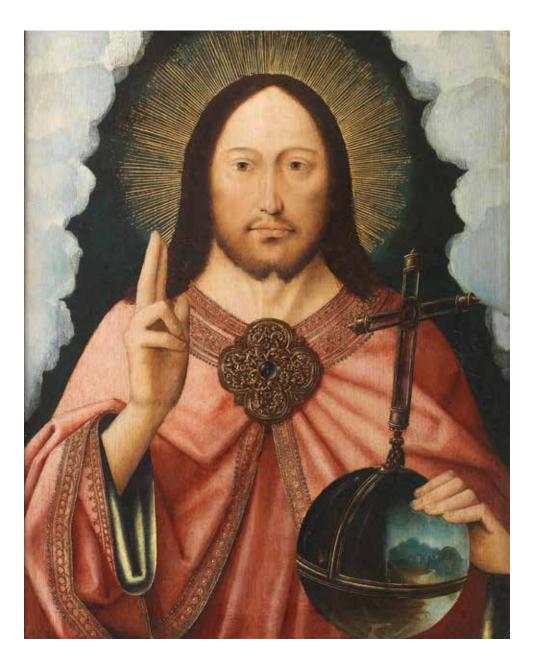
27 FOLLOWER OFJOACHIM PATINIR (DINANT 1485 - 1524 ANTWERP) The Flight into Egypt oil on panel

oil on panel 20.8 x 15.9cm (8 3/16 x 6 1/4in).

£8,000 - 12,000 €9,300 - 14,000 US\$10,000 - 16,000

Provenance

Catherine Brooks, Flitwick Manor, Bedfordshire, by whom left to her cousin Robert Adolphus Lyall (1876-1948) and thence by descent to the present owner



28 MASTER OF THE MANSI MAGDALENE (ANTWERP, ACTIVE CIRCA 1490-1530)

Christ as Salvator Mundi oil on panel 55 x 43.6cm (21 5/8 x 17 3/16in).

£10,000 - 15,000 €12,000 - 17,000 US\$13,000 - 19,000



29^{TP}

FRANCESCO FURINI (FLORENCE 1604-1646) Rachel giving birth to Joseph

oil on canvas 205.1 x 161.9cm (80 3/4 x 63 3/4in). unframed

£20,000 - 30,000 €23,000 - 35,000 US\$26,000 - 39,000

Provenance

H. de Beaumont Randolph, Yate House, Gloucestershire Sale, Christie's, London, 5 March 1920, lot 112, as 'Guido- Cleopatra' (12gns. to Oppington) Sale, Christie's, London, 28 April 2006, lot 28



30 BOLOGNESE SCHOOL, 17TH CENTURY Polyphemus and Galatea oil on canvas 67.5 x 93cm (26 9/16 x 36 5/8in).

£10,000 - 15,000 €12,000 - 17,000 US\$13,000 - 19,000

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31 GIUSEPPE BARTOLOMEO CHIARI (ROME 1654-1724) Saint Margaret of Antioch oil on copper 23.6 x 18.9cm (9 5/16 x 7 7/16in).

£5,000 - 7,000 €5,800 - 8,100 US\$6,500 - 9,100



32 ANDREA SOLDI (FLORENCE CIRCA 1703-1771 LONDON)

Portrait of a merchant of the Levant company signed and dated 'And^a Soldi/ f:l:^a 1735' (on rock, lower centre) oil on copper $18.4 \times 14.4 \text{ cm}$ (7 1/4 x 5 11/16in).

£6,000 - 8,000 €7,000 - 9,300 US\$7,800 - 10,000

Provenance The Ralph Holland Collection, UK

Exhibited

Barnard Castle, The Bowes Museum, Italian Art 1600-1800 1964, no. 59

Literature

J. Ingamells, 'Andrea Soldi- A checklist of his work', in *Walpole Society*, 1980, vol. XLVII, no. 69, p. 17 S.E. Moulden, '*Turning Turk', The negotiable self in Andrea Soldi's Levantine Portraits, c.1730-36*, , unpublished MA thesis, Courtauld Institute of Art, 2007, p. 64, ill., fig. 14

The present work belongs to a group of portaits by Andrea Soldi painted in Syria and the Levant between 1733 and 1735.

33^{TP}

GEORGE ROMNEY (BECKSIDE 1734-1802 KENDAL)

A girl rescuing a dove from a hawk oil on canvas 127 x 101.5cm (50 x 39 15/16in).

£20,000 - 30,000 €23,000 - 35,000 US\$26,000 - 39,000

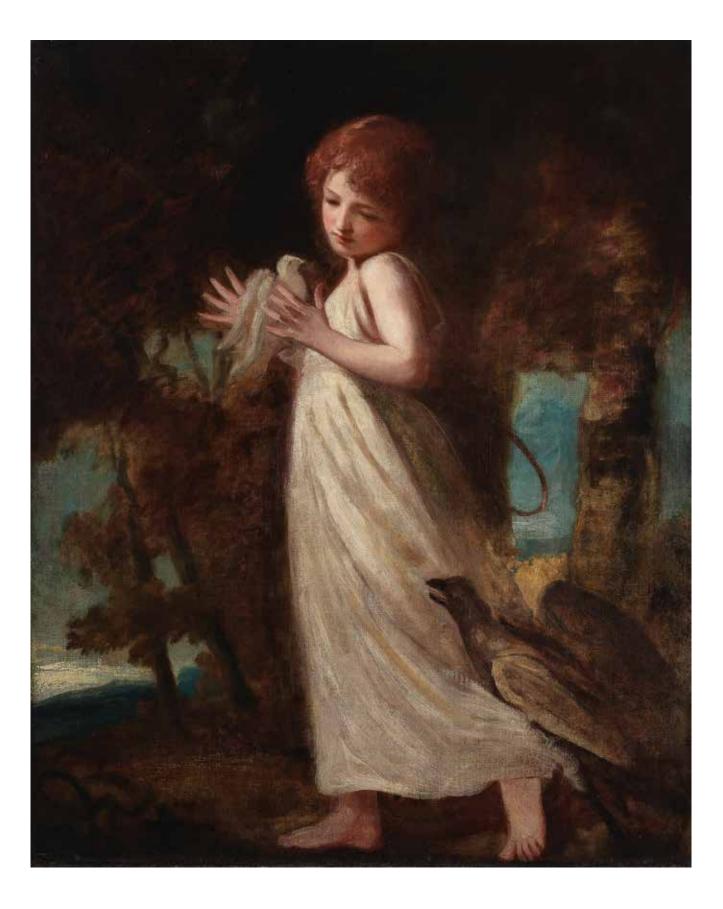
Provenance

Remained with the artist Possibly, His sale, Christie's, London, 27 April 1807, lot 92 Sale, Christie's, London, 29 June 1810, lot 17 (bt. Steven, £1 18s) The Collection of Keith Schellenberg, Yorkshire

Literature

A. Kidson, *George Romney A Complete Catalogue of His Paintings*, vol. III, New Haven and London, 2015, cat. no. 1770, p. 818 (as untraced)

We are grateful to Alex Kidson for confirming the attribution to George Romney upon examination of colour photographs. In his 2015 publication he suggests that the present work is a plausible candidate for the companion piece to Romney's *Girl and Dancing Dog*, presently untraced (see: A. Kidson, *ibid*, p. 818, cat. no. 1769).







34 NICOLAS ANTOINE TAUNAY (PARIS, 1755-1830)

A view of the IIe de France; and the Rest on the Hunt a pair, oil on canvas 34.3 x 40.6cm (13 1/2 x 16in).(2) in fine Louis XVI carved frames

£5,000 - 7,000 €5,800 - 8,100 US\$6,500 - 9,100 Previously attributed to Louis Gabriel Moreau the Elder the present pair of landscapes has been identified in a letter by Claudine Lebrun Jouve, dated 10 July, 2008 as being solely by Nicolas Antoine Taunay (the gouaches by Moreau were often collaborations in which Moreau was responsible for the landscape and Taunay for the staffage). She compares these works to the *Vue de la face Nord du château de Madrid à Neuilly* and the pair of gouaches depicting *Intérieur d'un parc et Baigneurs à l'orée d'un bois*, which had also been attributed to Moreau (see C. Lebrun Jouve, *Nicolas-Antoine Taunay, 1755-1830*, Paris, 2003, P.45 and PP. 18 and 19). Claudine Lebrun Jouve further compares the *Rest on the Hunt* to a hunting scene at Waddesdon Manor and to the works by the artist in the Youssoupov Collection (*op. cit. p. 23* and *p. 22*). She dates this pair of paintings to the years 1775-1784 when Taunay departed for Rome, where he rejoined Jacques-Louis David.

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The Property of a Gentleman of Title

Lots 35 - 40





35^{TP} JAKOB ISAACSZ SWANENBURGH (LEIDEN 1571-1638 UTRECHT)

A papal procession before the basilica of Saint Peter's, Rome signed 'IACOP* *WA*** (on wall, centre left) oil on panel 85.8 x 126.4cm (33 3/4 x 49 3/4in).

£15,000 - 20,000 €17,000 - 23,000 US\$19,000 - 26,000

Provenance

The Collection of Gerald Hugh Tyrwhitt Wilson, Lord Berners Sale, Christie's, London, 15 February 1974, lot 132 (as L. de Caullery) Perhaps best known for his scenes of Hell, Jacob Isaacz. van Swanenburgh also painted topographical views. After leaving his native Leiden, he is recorded in Naples, where he set up a shop in the mid-1590s. In 1608, he was prosecuted by the local curia for producing and displaying images of witchcraft with a work of his, described as a *Witch's Sabbath*, being confiscated. He is also known to have stayed in Rome at some point although two large views of St Peter's are dated after his eventual return to Leiden in 1618 (Städtische Kunstsammlungen, Augsburg, inv.no. 2650, dated 1632, and Statens Museum for Kunst, Copenhagen, inv. no. 693, dated 1628).





36

ATTRIBUTED TO JAN SOENS, CALLED IL FIAMMINGO ('S-HERTOGENBOSCH 1547-CIRCA 1614 PARMA)

An extensive mountainous landscape with Tobias and the Angel oil on canvas $87.2 \times 104.4 \text{ cm} (345/16 \times 411/8 \text{ in}).$

£7,000 - 10,000 €8,100 - 12,000 US\$9,100 - 13,000





37^{TP} **PANDOLFO RESCHI (DANZIG 1643 - 1699 FLORENCE)** A cavalry skirmish with an extensive landscape mountainous

A cavairy skirmish with an extensive landscape landscape beyond oil on canvas 100.5 x 200cm (39 9/16 x 78 3/4in).

£12,000 - 18,000 €14,000 - 21,000 US\$16,000 - 23,000

We are grateful to Prof. Giancarlo Sestieri for confirming the attribution on the basis of a colour photograph.





38 ATTRIBUTED TO CARLO BONAVIA (NAPLES ACTIVE 1751-1788)

A Mediterranean coastal landscape with fishermen on the rocks in the foreground oil on canvas 45 x 62.8cm (17 11/16 x 24 3/4in). unframed

£7,000 - 10,000 €8,100 - 12,000 US\$9,100 - 13,000



39^{TP} ITALIAN SCHOOL, EARLY 17TH CENTURY

A dappled grey Neapolitan horse before an extensive landscape oil on canvas 215 x 272cm (84 5/8 x 107 1/16in).

£50,000 - 70,000 €58,000 - 81,000 US\$65,000 - 91,000

As master of horsemanship at the courts of King Charles IX of France, Cardinal Alessandro Farnese and Queen Elizabeth I, Carlo Corte understood well the prestige that good horses and horsemanship could bring to an individual or a family when he wrote:

il buon cavallo fa molto istimare un gentil'huomo, che cavalchi bene, et, che abbia buon cavallo; mostrando, che habbia ancora buon giudizio in saperlo eleggere, et mantenere cosi buono, et spender honoratamente le sue facultà in cosa utile, et necessaria, et assai honorevole

By the time he had published his II Cavallerizzo in 1573, horses and horsemanship had become of great importance at the various courts of Italy, none more so than at that of the Gonzaga in Mantua. Federico II Gonzaga registered his gratitude to his steed for saving his life at the battle of Fornovo against the French in 1495 by commissioning a fresco showing him on his knees next to his horse. This marks perhaps the first equine portrait at the court, a subject that was to reach its peak with the celebrated cycle of frescoes in the Sala dei Cavalli at the Palazzo Te. Reserved for grand receptions, the largest room in the palace was dedicated to Francesco II's favourite horses, each depicted in fresco with an identifying inscription below. The project was carried out by Giulio Romano between 1526 and 1528 with the help of Rinaldo Mantovano and Benedetto Pagni. Ten years later, the artist also went on to decorate a room in the new Palazzo Reale in Mantua, again with portraits of Francesco's horses but this time they were nine large canvases. These were last recorded in situ in an inventory of 1714 but nothing further is known of them. Two drawings at the National Museum Stockholm (cat. 415 and 466, see fig. 1) were tentatively identified as studies for these paintings. The passion for equine portraiture at the court of the Gonzaga continued well into the 17th century with two works recorded amongst the property of Carlo Il Gonzaga Nevers in 1665, one of a horse named il Re d'Ongaria and the other Baio Galante (see R. Piccinelli, Collezionismo a Corte. I Gonzaga Nevers e la superbissima galeria di Mantova (1637-1709), Florence 2012, p. 315).

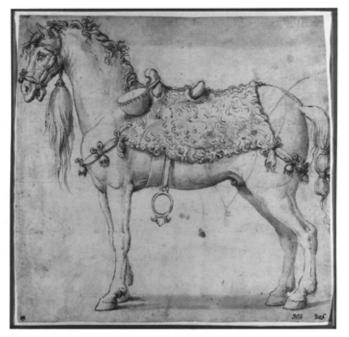
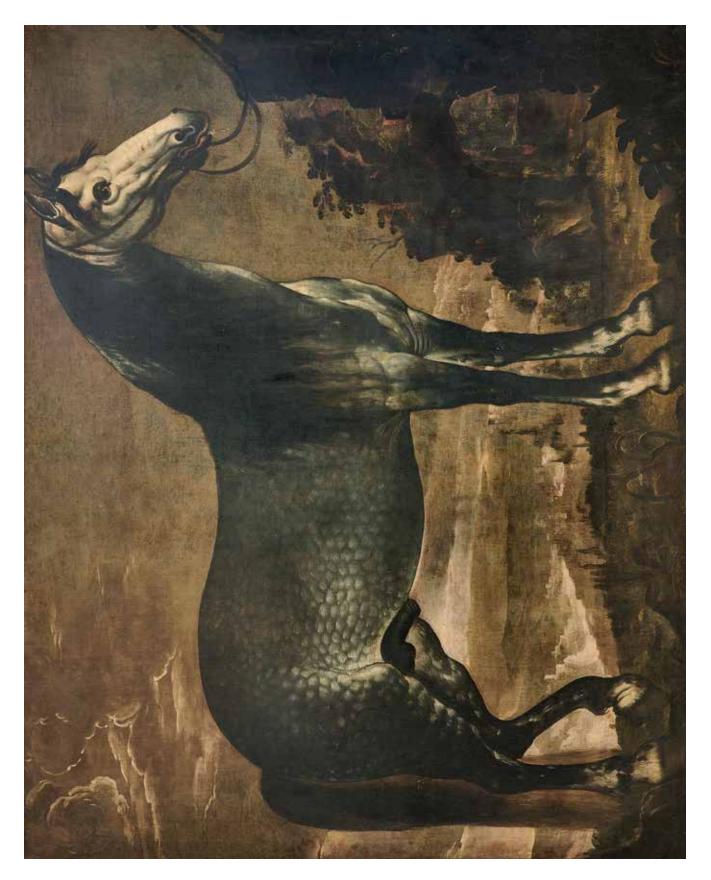


fig. 1 Giulio Romano, Horse With a Drum Attached to the Saddle/ Åsa Lundén / Nationalmuseum







It was not just the Gonzaga who celebrated their horses in this fashion. In his *Felsina Pittrice*, Malvasia recounts the story of the horse *Belladonna*, said to have been a gift from the Emperor Ferdinand II to Pope Gregory XV, who was eventually bought by Filippo Maria Aldovrandi simply for her beauty and despite the fact that she had become ill so was of no further use to the Pope (see C. C. Malvasia, *Felsina Pittrice: vite de pittori bolognesi*, Bologna, 1678, p. 368). Aldovrandi commissioned Guercino's brother in his *Libro dei Conti* and it may well be the *Cavallo* listed in the property of Conte Ercole Maria Aldovandi in 1672.

Equine portraits clearly still enjoyed great popularity throughout the 17th and 18th centuries: numerous works are listed in the inventories of the powerful Italian families. Andrea Cammassei is recorded as having painted three anonymous portraits for the Barberini, for example, and Agostino Masucci is known to have made a *cavallo barbaro* for the horse-loving Camillo Rospigliosi. The latter also commissioned Giovanni Reder to paint groups of horses that he kept at his tenuta Rospigliosi at Zagarolo (see S. Rudoph, *La pittura del '700*, Rome, 1983, ill. pl. 607).

The present work continues the tradition of equine portraiture established by the Gonzaga in the 16th century with the horse depicted, full-size, in profile and with its head turned slightly towards the viewer. The breed shown is most probably a dappled grey Neapolitan horse (see fig. 2) which was noted at the time for its quality. Corte wrote how highly regarded the horses from Naples were and how well adapted they were to both war and in the *manège*. The identity of the owners of the horse depicted here remains unknown but it is possible that they were the Menafoglio nel Mirandolese family. A depiction of the brand used by them, showing a Marquis's coronet above an 'M' (see fig. 3), which comes close to that shown in the present painting was published in the *Marchi delle razze de' cavalli dello Stato Veneto, Lombardia, e dello Stato Pontificio, che presentemente sono esistenti in 1770.*

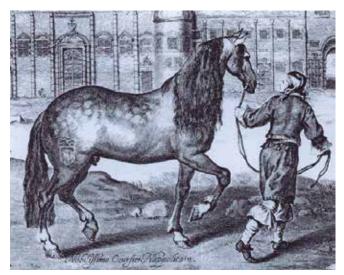


fig.2 Neapolitan Horse







40^{TP} **CIRCLE OF GIACOMO CERUTI CALLED IL PITOCHETTO (MILAN 1689-1767)** Portrait of a gentleman, full length, in a red tasselled coat and a tricorn

hat, standing before a curtain oil on canvas 204.5 x 101cm (80 1/2 x 39 3/4in).

£10,000 - 15,000 €12,000 - 17,000 US\$13,000 - 19,000

OTHER PROPERTIES



41* MICHELE

MICHELE DA VERONA (ITALIAN, BORN CIRCA 1470-DIED BEFORE 1536) AND STUDIO

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)

£15,000 - 20,000 €17,000 - 23,000 US\$19,000 - 26,000

Provenance

With Ludwig von Glenk (1886-1908), Berlin The Collection of Edgar Worch, Berlin, by 1927 (according to literature) and thence by descent to the present owner

Exhibited

On loan to Seattle Art Museum, 1970-2018

Literature

P. Schubring, 'Zwei Bilder der Atalanta- Sage', in *Der Cicerone. Halbmonatsschrift für Künstler, Kunstfreunde und Sammler*, vol. XIX, 1927, pp. 559-561 (as Michele da Verona)

M. Vinco, 'Gli inizi di Michele da Verona', in *Proporzione, Annali dalla Fondazione di Roberto Longhi*, vol. IX-X, 2008-2009, pp. 43-4, ill. fig. 55-56 (as Michele da Verona)

M. Vinco, *Cassoni Pittura profana del Rinascimento a Verona*, Milan, 2018, cat. no. 78, pp. 250-1, ill (as Michele da Verona and studio)

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.



42 FOLLOWER OF GIOVANNI BELLINI (VENICE CIRCA 1430-1516) The Madonna and Child

oil on panel 53.4 x 44.2cm (21 x 17 3/8in).

£7,000 - 10,000 €8,100 - 12,000 US\$9,100 - 13,000

Provenance

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

The present composition clearly enjoyed popularity amongst Bellini's followers as it is known in numerous versions. The original now hangs at Harewood House, Yorshire.

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.



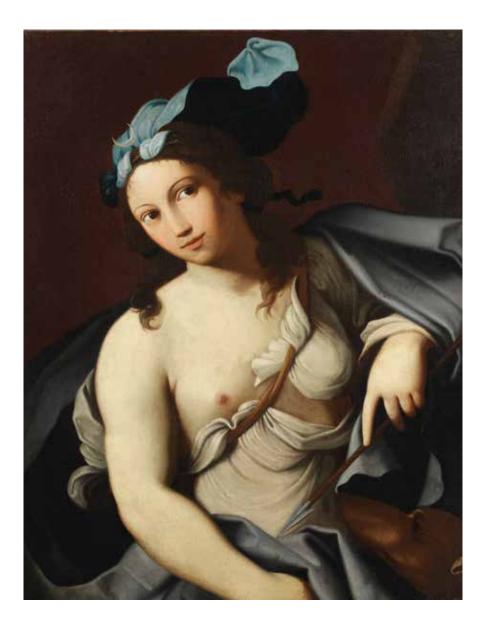
43^{TP} JACOPO VIGNALI (PRATO VECCHIO 1592-1664 FLORENCE)

Saint John the Baptist in the wilderness oil on canvas 147.5 x 118.5cm (58 1/16 x 46 5/8in). unframed

£6,000 - 8,000 €7,000 - 9,300 US\$7,800 - 10,000

Provenance

Sale, Sotheby's, London, 16 December 1999, lot 177



44 GIOVANNI DOMENICO CERRINI (PERUGIA 1609-1681 ROME)

Diana oil on canvas 88.9 x 73.7cm (35 x 29in).

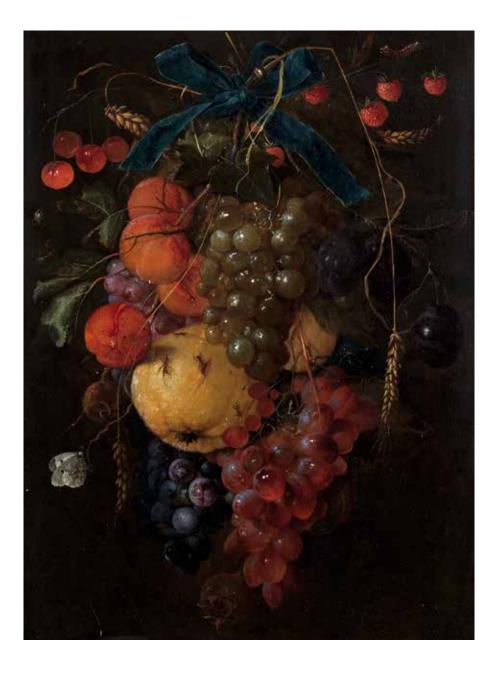
£15,000 - 20,000 €17,000 - 23,000 US\$19,000 - 26,000

Provenance

Sale, Dorotheum, Vienna, 17-20 June 1969, lot 32 (as Carlo Cignani) Sale, Sotheby's, London, 8 July 1992, lot 261, where purchased by the present owner

Literature

F. F. Mancini (ed.), *Gian Domenico Cerrini. II Cavalier Perugino tra classicismo e barocco*, exh. cat., Milan, 2005, p. 260, cat. no. 18, ill (under paintings not in exhibition)



45 CORNELIS DE HEEM (LEIDEN 1631-1695 ANTWERP)

A swag of cherries, strawberries, apricots, grapes, lemons, plums and ears of corn hanging from a blue ribbon with a cabbage white butterfly, a caterpillar and other insects oil on panel

38.1 x 28.2cm (15 x 11 1/8in).

£15,000 - 20,000 €17,000 - 23,000 US\$19,000 - 26,000

Provenance

Sale, Bonhams, London, 7 December 2005, lot 56



46 GASPAR PIETER VERBRUGGEN THE YOUNGER (ANTWERP 1664-1730)

Quince, grapes, cherries and other fruit with roses on a stone ledge signed with initials '*VB' (lower left) oil on canvas $62.4 \times 76.1 cm$ (24 9/16 x 29 15/16in).

£7,000 - 10,000 €8,100 - 12,000 US\$9,100 - 13,000

Provenance

With John Bloome, London, where purchased by the present owner in $1974\,$

We are grateful to Dr. Fred Meijer for confirming the attribution to Verbruggen upon examination of colour photographs.

47 SIR JOSHUA REYNOLDS P.R.A. (PLYMPTON 1723-1792 LONDON)

Portrait of Robert Mayne, M.P., long bust-length, wearing a red velvet mantle over a red velvet coat white cravat, in a painted oval oil on canvas $75 \times 63.5 cm$ (29 1/2 x 25in).

£30,000 - 50,000 €35,000 - 58,000 US\$39,000 - 65,000

Provenance

The artist's studio sale, Greenwood's, 16 April, 1796, lot 1 (bought by Colonel William Mayne, the sitter's eldest son but never paid for or collected)

Sale, Christie's, London, 13 May 1881, lot 265 (owner Bale), where purchased by

With Agnew's, London, from whom acquired by Sir Charles Tennant in May 1881, and thence by descent to Lord Glenconner, London, 1941

The Hon. Colin Tennant and thence by descent to the present owner

Exhibited

London, Royal Academy, 1891, cat. no. 30 London, Royal Academy, 1906, cat. no. 19

Literature

A. Graves and W. V. Cronin, A History of the Works of Sir Joshua Reynolds, 1899-1901, vol. II, p. 635
Sir. W. Armstrong, Sir Joshua Reynolds, 1900, p. 219
E.K. Waterhouse, Reynolds, 1941, p. 67
J. Dugdale, 'Sir Charles Tennant: the story of a Victorian collector, Connoisseur, CLXXVIII, September 1971, p. 4
D. Mannings, Sir Joshua Reynolds A Complete Catalogue of his Paintings, London and New Haven, 2000, p.330, cat. no. 1233, ill. fig. 1153

Engraved

Mezzotint by George H. Every, published 1865 by Henry Graves & Co

At around the time of their marriage in 1775, both Robert Mayne (1724-82), a Jermyn Street banker, and his wife, Sarah, sat to Reynolds. The artist's pocketbooks for 1774-6 are missing so there is no record of the precise sittings. Neither portrait was delivered, however, and later both were sold on the third day of the artist's studio sale at Greenwood's. By the late 1770s Mayne was almost certainly experiencing financial difficulties and this probably accounts for the unfulfilled commission.

The sitter was the fifth son of William Mayne of Powis Lodge, Clackmannan, by his second wife, Helen, daughter of William Galbraith of Balglair, Stirling. In 1774 Mayne's brother Sir William Mayne acquired control of both seats at Gatton. Robert Mayne was returned to replace his brother as Member of Parliament for Gatton at a by-election on 27 December 1774. While in Parliament he was also a major Government contractor provisioning troops in America or the West Indies with contracts from 1776 to 1782. In the 1780 general election he contested Stockbridge and Colchester where he was unsuccessful but was also returned again for Gatton. He supported the Administration of Lord North and is not recorded as having spoken in Parliament. He married firstly, 24 October, 1763, Anne, daughter of John Knight, and secondly, 15 June 1775, Sarah Otway.





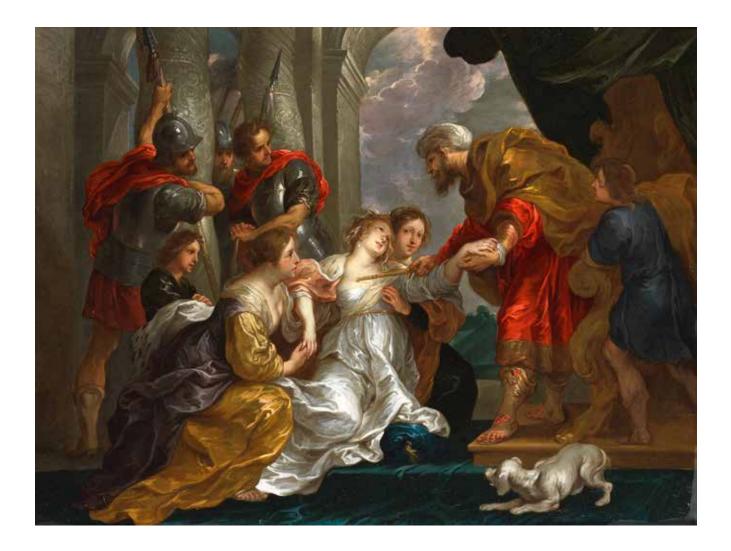
48^{* TP} **CIRCLE OF THOMAS WILLEBOIRTS, CALLED BOSSCHAERT (BERGEN-OP-ZOOM 1614-1654 ANTWERP)** The Penitent Magdalene oil on canvas

125.5 x 95cm (49 7/16 x 37 3/8in).

£6,000 - 8,000 €7,000 - 9,300 US\$7,800 - 10,000

Provenance

Acquired by the present owner's great-great-grandfather in the 19th century and thence by descent.



49 VICTOR WOLFVOET II (ANTWERP 1612-1652) Esther before Ahasuerus

oil on copper 43 x 59cm (16 15/16 x 23 1/4in).

£6,000 - 8,000 €7,000 - 9,300 US\$7,800 - 10,000

Provenance

Possibly the Collection of Arthur Kay His sale, Christie's, London, 8- 9 April 1943, lot 129 (as Rottenhammer) T. A. Tawlowiez, by whom offered Sale, Christie's, London, 2 February 1945, lot 55, where acquired by Luzato With Alex Wengraf, 1960s

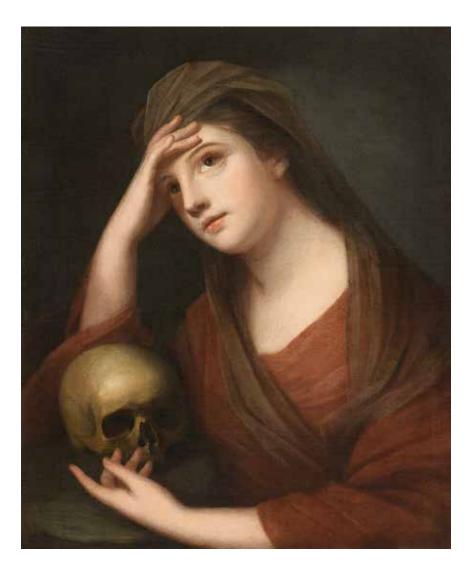
Literature

L. Burchard, *Corpus Rubenianum, Part III, Old Testament*, no. 53a, p. 169 (as copy 2)

The present work is based on an oil sketch, published by Burchard as Rubens (?), formerly in the Rothschild collection (see literature).

We are grateful to Bert Schepers of the Rubenianum, Antwerp, for confirming the attribution of the present painting (private communication with vendor).

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.



50

GEORGE ROMNEY (BECKSIDE 1734-1802 KENDAL)

The Penitent Magdalene oil on canvas 60.3 x 48.6cm (23 3/4 x 19 1/8in).

£8,000 - 12,000 €9,300 - 17,000 US\$10,000 - 16,000

Provenance

The artist's lottery, Kendal, March 1762, no. 13 With Pierre Dutal, New York, circa 1930 Sale, Skinner, Boston, 14 July 2012, lot 778A, where purchased by the the selection of 20 fancy pictures and copies of old master paintings present owner

Literature

J. Romney, Memoirs of the Life and Works of George Romney, London, 1830, p. 25, no. 13 (list of paintings to be disposed of in state lottery) H. Gamlin, George Romney and His Art, London, 1894, p. 14 A.B. Chamberlain, George Romney, London, 1910, p.31 J. Watson, The Paintings of Emma Hart (Lady Hamilton) by George Romney: A Study of their Significance om Relation to his Historical

Works, M.A. Thesis, 1974, p. 46 M. Pointon, Strategies for Showing, Oxford, 1997, p. 232 E. Barker, 'George Romney's Early Candlelight Paintings' in Transactions of the Romney Society, vol. V, 2000, p. 28 R. Asleson, 'Antiquity, Melancholy and Morality in Romney's Portraiture' in Those Delightful Regions of Imagination: Essays on George Romney, London and New Haven, 2002, p. 173

A. Kidson, George Romney, A complete catalogue of his paintings, New Haven and London, 2015, vol. III, p. 844, cat. no. 1850, ill.

Romney was known to have owned a series of prints which he copied in oil with his own artistic interpretations. Some of these works formed which Romney exhibited and offered as prizes in a lottery at Kendal Town Hall in 1762. The funds he raised enabled the artist to move to London in March of the same year.



 51^{TP}

CORNELIS VAN DE VELDE (GREENWICH 1675-1729)

A ship of the line of the Red Squadron firing a salute among various yachts signed 'C v Velde' (lower left) oil on canvas $101.5 \times 127.5cm$ (39 15/16 x 50 3/16in).

£15,000 - 20,000 €17,000 - 23,000 US\$19,000 - 26,000

Provenance

With Cooling Galleries Ltd., London (according to a label on the reverse)

52* CORNELIS KRUYS (ACTIVE HAARLEM AND LEIDEN 1644- DIED 1660)

A pewter jug with an overturned silver cup with fruit, bread and meat on a draped table-top signed 'C:Krvis' (on tablecloth, lower left) oil on panel 92.5 x 74.6cm (36 7/16 x 29 3/8in).

£25,000 - 35,000 €29,000 - 41,000 US\$32,000 - 45,000

Provenance

Count Moltke Collection, Copenhagen, Denmark, early 19th century With Van Diemen and Co., The Hague, by 1928 Sale, Winkel & Magnussen, Copenhagen, 29 November 1931, lot 27 Benny Dessau, until his death in 1937 and thence by descent to his son Elnar Dessau and thence by descent in the family until offered Sale, Sotheby's, New York, 30 January 1998, lot 200 With Frances Aronson Fine Art, Atlanta, USA, where purchased by the present owner in 1999

Exhibited

Tulsa, The Philbrook Museum of Art, *Old Master Dutch and Flemish Paintings*, June 2002-May 2003

Literature

R. Warner, Dutch and Flemish Fruit and Flower Paintings of the XVII and XVIII Centuries, London 1928, p. 128, ill. fig. 59b

N.R.A. Vroom, *De schilders van het monochrome banketj*, Amsterdam 1945, cat. no. 112, ill., fig. 128

P. Gammelbo, *Dutch Still-life Painting from the 16th to 18th Centuries in Danish Collections*, Copenhagan 1960, p. 52, under no. 55 (footnote) N.R.A. Vroom, *A modest message as intimated by the painters of the Monochrome Banketje*, Schiedam 1980, vol. I, p. 139, ill. fig. 184, vol. II, p. 45, no. 204

We are grateful to Dr. Fred Meijer for confirming the attribution to Cornelis Kruys upon examination of colour photographs.



53*

STUDIO OF BERNARDINO LUINI (LUINO(?) 1475-1532 MILAN)

The Madonna of the Columbine oil on panel 68 x 52.3cm (26 3/4 x 20 9/16in).

£20,000 - 30,000 €23,000 - 35,000 US\$26,000 - 39,000

Provenance

The Collection of R. Chillingworth, Villa Eichoff, Lucerne With The Duveen Bros., Inc, New York, 1923 The Collection of John R. Thompson, Lake Forest, Chicago, by 1924 His sale, Parke Bernet, New York, 15 January 1944, lot 40, where purchased by the present owner's family

Exhibited

Chicago, Art Institute of Chicago, Loan Exhibition, 1924

Literature

B. Berenson, *Pitture Italiane del Rinascimento*, Florence 1936, p. 270 (as by Bernardino Luini)

A. Ottino della Chiesa, Bernardino Luini, Milan 1956 possibly no. 32

Numerous versions of the present composition are known, including: The Wallace Collection, London, Apsley House, London and the Hermitage, Saint Petersburg.





54 ATTRIBUTED TO MASTER OF VILLAMEDIANA (PALENCIA ACTIVE CIRCA 1430-CIRCA 1460)

A scene from the life of Saint Columba oil on panel 134.5 x 64.2cm (52 15/16 x 25 1/4in).

£15,000 - 20,000 €17,000 - 23,000 US\$19,000 - 26,000

Provenance Private Collection, Spain since circa 1950 The name of the Master of Villamediana was given by Chandler Post to the artist of the altarpiece dedicated to Saint Columba in the church of Villamediana in Palencia. He identified the panel of *Saint Columba lecturing*, in the Barnes Foundation, Pennsylvania as the work of this artist. The present work has stylistic similarities to the aforementioned panel, particularly the treatment of the figure's hand, distinctive facial types, the depiction of the floor and the configuration of the carving of the Gothic frame, and therefore it is probable that it formed part of the same *retablo* (see: C.R. Post, *A History of Spanish Painting*, Massachusetts, 1947, pp. 789-792, fig. 328).



55 **CIRCLE OF ANTONIO DE COMONTES (ACTIVE TOLEDO, CIRCA 1519)** The Martyrdom of Saint Bartholomew oil on panel 86.8 x 72.5cm (34 3/16 x 28 9/16in). unframed

£6,000 - 8,000 €7,000 - 9,300 US\$7,800 - 10,000

CIRCLE OF GIOVANNI BELLINI (VENICE CIRCA 1430-1516)

Portrait of a gentleman said to be Paolo Morosini, bust-length, in black costume indistinctly inscribed (on a slip of paper attached to the ledge) oil on panel 64.9 x 49.5cm (25 9/16 x 19 1/2in).

£30,000 - 50,000 €35,000 - 58,000 US\$39,000 - 65,000

Provenance

56

The Collection of Count Szapary, Budapest The Collection of the Prince of Liechtenstein, Vienna The Collection of Kurt Glogowski, Berlin, The Collection of Leopold Koppel (died 1933), Berlin Private Collection, The Hague, by 1936 The Collection of Misses Anne R. and Amy Putnam, San Diego by whom donated to

The Museum of Fine Arts, San Diego (inv. 40:1) by whom offered Sale, Christie's, New York, 10 January 1990, lot 11 Private Collection, UK

Exhibited

Amsterdam, Stedelijk Museum, *The Exhibition of Ancient Italian Art in Dutch Collections*, 1 July- 1 October 1934, no. 34 (lent by A.S, 's-Gravenhage)

Literature

B. Berenson, *Italian Pictures of the Renaissance*, London 1932, p. 69 R. van Marle, *Italian Schools of Painting*, vol. XVII, The Hague 1936, p. 318

N. S. Trivas, 'Lesser small known American art collections' in *Apollo*, June 1941, p. 137

B. Berenson, *Italian Pictures of the Renaissance, Venetian School*, London, 1957, vol. I, p. 34 (as Bellini)

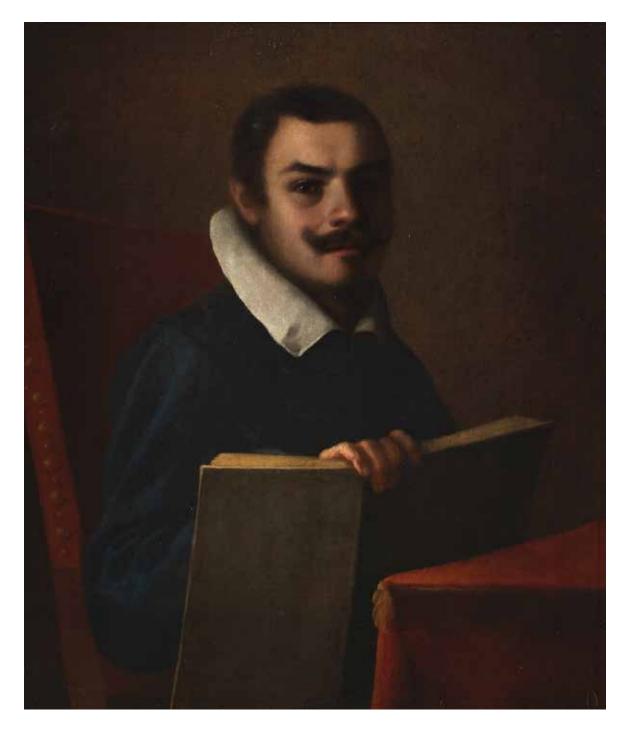
S. Bottari, *Tutta la pittura di Giovanni Bellini*, Milan 1963, vol. II, p. 25, ill., pl. 53

ed. Rizzoli, *L'opera completa di Giovanni Bellini detto Giambellino*, Milan, 1969, p. 104, no. 163 (as Bellini)

B. Fredericksen and F. Zeri, *Census of pre-Nineteenth Century Italian Paintings in North American Public Collections*, Cambridge 1972, p. 23, p. 510 and p. 524 (as a portrait of Gentile Bellini(?))

F. Heinemann, *Giovanni Bellini e i Belliniani*, Venice, 1962, vol. I p. 77, no. 282a, vol. II, p. 416, fig. 465 (as possibly Marco Basaiti after Giovanni Bellini)





57 BOLOGNESE SCHOOL, 17TH CENTURY

Portrait of a gentleman, half-length, seated at a draped table and holding a book oil on canvas 89.4 x 76cm (35 3/16 x 29 15/16in).

£15,000 - 20,000 €17,000 - 23,000 US\$19,000 - 26,000

Provenance Sale, Bonhams, London, 4 July 2007, lot 101



58 CESARE FRACANZANO (BISCEGLIE 1605-1651 BARLETTA)

Study of a bearded man, bust-length, wearing armour oil on canvas $61 \times 49cm (24 \times 19 5/16in)$. in a carved and gilded frame

£10,000 - 15,000 €12,000 - 17,000 US\$13,000 - 19,000

Provenance The Collection of Asbjorn Lunde, 1970 Sale, Parke Bernet, New York, 7 June 1978, lot 265 (as Circle of Salvator Rosa) Private collection, UK

Exhibited

Finch College Museum of Art, New York, *66 Paintings in Search of their Authors*, 21 November 1969 - 20 January 1970, no. 20

We are grateful to Professor Nicola Spinosa for his assistance and for confirming the attribution of this lot.



59 **ROMAN SCHOOL, 18TH CENTURY** A wooded landscape with figures resting by a pool oil on canvas 74.2 x 99.1cm (29 3/16 x 39in).

£7,000 - 10,000 €8,100 - 12,000 US\$9,100 - 13,000

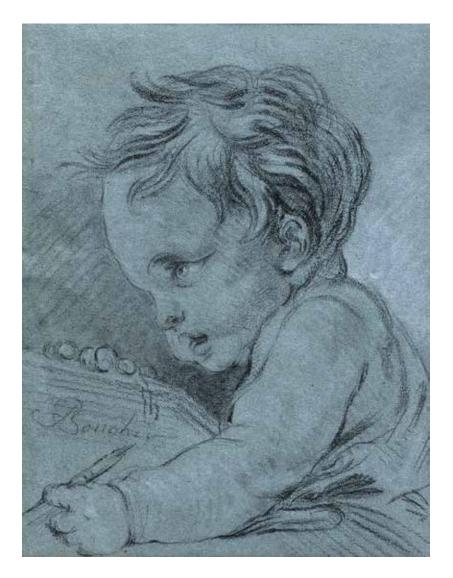


60 MARIO NUZZI, CALLED MARIO DE' FIORI (ROME CIRCA 1603-1673) Tulips, convolvulus, lilies and other flowers in a terracotta vase oil on canvas 48.2 x 37.2cm (19 x 14 5/8in).

£7,000 - 10,000 €8,100 - 12,000 US\$9,100 - 13,000

The present lot is offered with a letter from Yuri Primarosa (private communication, dated 6 February 2019) confirming the attribution to Mario de' Fiori.

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.



61 FRANÇOIS BOUCHER (PARIS 1703-1770)

A small child holding a *porte-crayon* and an album signed 'Boucher' (centre left) black and white chalk on blue paper $23.1 \times 17.6cm$ (9 1/8 x 6 15/16in).

£5,000 - 7,000 €5,800 - 8,100 US\$6,500 - 9,100

Provenance

J. Martin His sale, France, 30 October 1983, lot 23 (according to a label on the reverse) Private Collection, UK

This drawing corresponds, in reverse, to an engraving by Demarteau (No. 19; Jean-Richard, nos. 599 & 600); the second state of this, however, says that the original was in the collection of Dezallier d'Argenville, and this is confirmed by its presence as one of two sanguines in lot 473 of the latter's posthumous sale om 18th – 28th January 1779, the entry for which specifically states that it had been engraved by Demarteau. That drawing is not now known, but it must almost certainly have been in the same direction as the present drawing in the expectation that, when engraved in reverse (as was usual), the *porte-crayon* would be in the child's right hand.

Alastair Laing suggests (private correspondence, May 2019) that the present drawing is Boucher's first sketch of the composition that he went on to make more clearly defined in the sanguine version which he gave to Demarteau to engrave. A small indication that this might have been the case is that in the present drawing the child's hand is almost cut off by the ending of the sheet, and that the two fingers nearest it are barely defined; a mere copyist might have left himself more space, and have given the fingers greater definition. He also notes that the first state of the engraving was printed in black, the same colour as the present drawing. Furthermore he mentions that the widths of the present drawing is less, because of the void above the child's head in the print; this is the kind of adjustment that an engraver had to make, constrained by the standard sizes of copper-plates.

We are grateful to Alastair Laing for his assistance in cataloguing this work and for confirming its authenticity.

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Lacroix de Marseille

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62 CHARLES FRANÇOIS GRENIER LACROIX, CALLED LACROIX DE MARSEILLE (PARIS 1700-1782 BERLIN)

The Tiber, Rome, with the Castel Sant'Angelo and Saint Peter's basilica in the distance signed and dated '**nier de Lacroix/ 1750' (on riverbank, lower left) oil on canvas $105.6 \times 187.4 cm$ (41 9/16 x 73 3/4in).

£350,000 - 450,000 €410,000 - 520,000 US\$450,000 - 580,000

Provenance

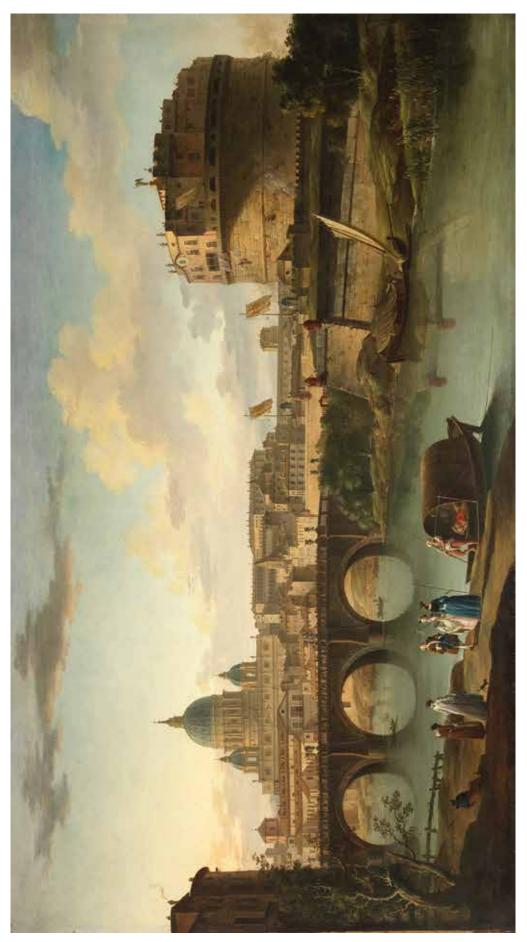
The Collection of James Christie, The Manor House, Framingham Pigot, Norwich, by whose descendants sold

Sale Christie's, London, 20 March 1959, lot 51 (sold for 2,600 gns) With Frost and Reed, London

Sale, Christie's, 26 June 1964, lot 17 (£7,000 to Agnew's) The Collection of Sir John Musker and the Directors of Cater Ryder and Co. Ltd., by whom offered

Sale, Christie's, London, 5 December 1969, lot 86 (sold for £10,000) With Agnew's, London, where purchased by the present owner's family





Whilst Charles François Grenier de Lacroix, or Lacroix de Marseilles, is best known for his architectural *capricci* and fantasy landscapes, the present painting is a rare example of his topographical painting on an impressive scale. Other examples of such views to have appeared on the market include various depictions of Vesuvius, Tivoli and Civitavecchia.

Very little is known of Charles François Grenier de Lacroix's early life in France, but he was certainly in Rome by 1750, the year of the present painting, when he met the Marquis de Vandières, who was travelling in the company of Charles Nicolas Cochin and the architect Jacques-Germain Soufflot. Here he joined his compatriot, Claude Joseph Vernet, who was already well established in the Eternal City. Lacroix presumably worked very closely with Vernet, as the following year he was able to complete four precise copies after Vernet, which now hang at Uppark House, West Sussex (accession no.s. 138297.1-4). Two years later, Vernet was summoned back to France, by royal command, to begin work on his series of the Ports of France. Lacroix, known in Italy as 'Della Croce', seems to have remained in Rome for some time afterwards, establishing himself as a successful painter of capriccio landscapes. He returned to Paris by 1776, the year in which he exhibited at the Salon du Colisée. Later, between 1780 and 1782 he participated in the Salon de la Correspondance, which served as an alternative to the Salons of the official Academy, of which Lacroix was not a member.

The present view of *The Tiber, Rome, with the Castel Sant'Angelo and Saint Peter's basilica in the distance* was painted in 1750, the most probable year of Lacroix's arrival in Rome. In his choice of subject, Lacroix was following in the footsteps of many visiting artists. Taken from the South bank of the Tiber, this particular section of the river had already proved popular with many view-painters active in the city. Gaspar Van Wittel, known as Vanvitelli, treated this subject many times from the 1680s onwards, Isaac de Moucheron sketched and painted it on various occasions during his brief stay in the 1690s as did Hendrik Frans van Lint in the 1720s and '30s. In the same year as the present *View of the Tiber*, Claude Joseph Vernet also executed his expansive *Sporting Contest on the Tiber*, now in the National Gallery, London (NG236).

The view is dominated by the monumental fortress the Castel Sant'Angelo, initially constructed as a mausoleum for the Roman Emperor Hadrian and his family but later fortified by the Papal authorities. Depicted atop the Castel Sant'Angelo is the marble figure of the archangel Michael by Raffaello Montelupo which was soon to be replaced by a bronze statue of the same subject, by Peter Anton von Verschaffelt, just three years after completion of the present painting. In the centre of the composition, leading towards the Castel Sant'Angelo and spanning the Tiber, is the Ponte Sant'Angelo originally the Roman Aelian bridge. One of the last important commissions for Bernini from Pope Clement IX were the ten over life-size marble angels holding the instruments of the Passion which were to line the bridge. Bernini only completed two - the Angel with the Superscription 'I.N.R.I.' and the Angel with the Crown of Thorns, At the time of Lacroix's present view of the Tiber, the bridge provided the only access to the Vatican from central Rome and so became the central point for pilgrims bound for Saint Peter's. Indeed, in this painting, Lacroix has depicted many figures making their way, on horseback and on foot, across

the bridge. Rising up beyond the Ponte Sant'Angelo are the various buildings of the Vatican, which are dominated by the Basilica of Saint Peter's. Despite 'never being more shock'd in my life' at some of rituals he witnessed in Rome, Dr. Edward Thomas, travelling through Italy during 1750-51, wrote to the antiquary Dr, Jeremiah Miles that 'There is a grandeur, a dignity, and a taste in it, far beyond all the cities I ever beheld..... were I to be gratified in a wish to see anything under Heaven, it should be to see Rome.....I believe St. Peter's Church to be the most beautiful fabric that ever was built on the globe'. To the left of the basilica it is also possible to see the lantern and façade of the Ospedale di Santo Spirito in Sassia. The elegant figures waiting to board a ferry in the foreground are standing on the small landing area before buildings from the district of Tor di Nona with the curved wall of the Teatro Apollo just visible at the far left.

Sold in 1959 by a direct descendent of James Christie (1730-1803), founder of Christie's auction house in 1766, the present painting hung at the Manor House, Framingham Pigot which had been home to the Christie family since 1863 when it was built by George Henry Christie. Since its last outing on the market 50 years ago, the present painting has remained in private hands.

We are grateful to Jean-Luc Ryaux for confirming the attribution to Lacroix de Marseille, on the basis of a colour photograph.

"There is a grandeur, a dignity, and a taste in it, far beyond all the cities I ever beheld..... were I to be gratified in a wish to see anything under Heaven, it should be to see Rome.....I believe St. Peter's Church to be the most beautiful fabric that ever was built on the globe."

- Edward Thomas, 1750



63* MAERTEN BOELEMA DE STOMME (LEEUWARDEN 1611-1664)

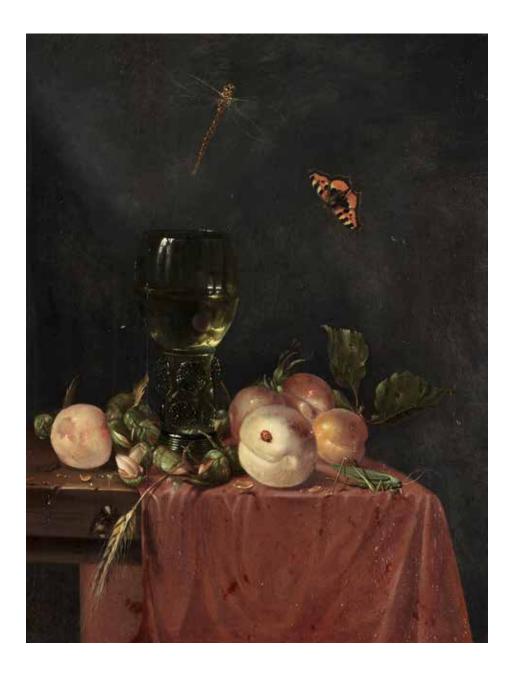
An overturned jug, a *roemer* and a meatpie on a draped table-top with pewter dishes, a peeled lemon and a glass of wine signed 'MB/ Stomme' (centre right) oil on panel

57.4 x 73.2 cm (22 5/8 x 28 13/16 in).

£5,000 - 7,000 €5,800 - 8,100 US\$6,500 - 9,100

Provenance

Private Collection, Switzerland, for approximately 30 years and thence by descent to the present owner in circa 2000



64 DUTCH SCHOOL, 17TH CENTURY

A *roemer* with fruit and insects on a draped table-top oil on panel 49.2 x 37.7cm (19 3/8 x 14 13/16in).

£10,000 - 15,000 €12,000 - 17,000 US\$13,000 - 19,000

Provenance

With Kunsthandel de Boer, Amsterdam With Hans M. Cramer, The Hague, where purchased by the present owner in 1980 (as Jan Mortel) 65 JOHANN GEORG PLATZER (ST. PAUL IN EPPAN 1704-1761)

The Battle of the Amazons signed 'JG Plazer' (on wall, lower right) oil on copper 40.9 x 59.6cm (16 1/8 x 23 7/16in). unframed

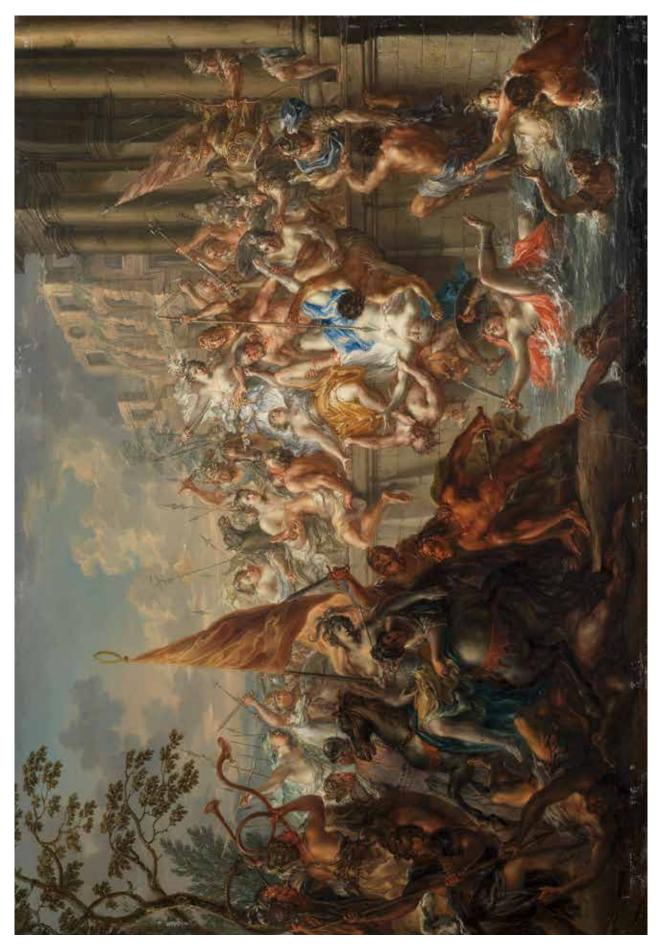
£80,000 - 120,000 €93,000 - 140,000 US\$100,000 - 160,000

Provenance

Ralph Fletcher, Gloucester Sale, Christie's, London, 28 June 1851, lot 28 'An admirably finished and important work of this rare master' (26 1/2gns. to Rutley) Sale, Christie's, London, 8 December 1989, lot 46 (as Property of a Continental collector), where purchased by the present owner

Johann Georg Platzer specialized in small, highly detailed paintings intended for a connoisseur's cabinet. Spending most of his career in Vienna he mostly painted genre and historical scenes. For his histories and allegories he took his inspiration from antiquity, the Renaissance and Italian and Flemish Baroque art. His use of architectural motifs is derived from northern Italian *quadratura* painting. He preferred to work on copper, since this material allowed for the minute complexity for which he was so highly prized. This consummate attention to detail, along with his lively subject matter and chromatic and compositional mastery, are all reasons why Platzer's art is still compelling today.

The present work is accompanied with a copy of a certificate from Dr. Walter Berndt (dated 5 January 1978).





66 HIERONYMUS FRANCKEN III (ANTWERP 1611- AFTER 1661) The Massacre of the Innocents oil on panel 56 x 80.6cm (22 1/16 x 31 3/4in).

£5,000 - 7,000 €5,800 - 8,100 US\$6,500 - 9,100

Provenance Private Collection, Europe



67^{TP} JACQUES D'ARTHOIS (BRUSSELS 1613-1686) Figures on a path in an extensive wooded landscape oil on canvas 118 x 183cm (46 7/16 x 72 1/16in).

£10,000 - 15,000 €12,000 - 17,000 US\$13,000 - 19,000

Provenance Private Collection, UK

68 BERNARDINO LANINO (MORTARA 1512-1583 VERCELLI)

The Madonna and Child with the Infant Saint John the Baptist oil on panel 72.3 x 56.5cm (28 7/16 x 22 1/4in). in a 17th century carved frame

£30,000 - 50,000 €35,000 - 58,000 US\$39,000 - 65,000

Provenance

The d'Atri Collection, Paris (according to the Fototeca Zeri) The Collection of Antoon von Welie, by whose heirs offered Sale, Sotheby's, London, 5 March 1958, lot 5 (as B. Luini, bt Reder) With Galerie Leger, Brussels (a branch of J. Leger & Sons) from whom purchased by

Axel Samuel Karlson (1902-1984), and thence by descent through the family

Both the size and subject of the present work suggest that it was intended as a private devotional piece. It displays clear influences of the Leonardo tradition in its soft handling and the characteristically sweet interpretation of the Madonna and Child. Lanino would have been familiar with these stylistic influences through his association with fellow Vercelli artist Gaudenzio Ferrari (d. 1546), who was in turn a pupil of Bernardino Luini (c. 1480-1532). Furthermore in the 1540s and '50s Lanino spent periods of time working on commissions for altarpieces and frescoes in Milan where he would have come into direct contact with Leonardo's works. The present composition was clearly very successful and was much in demand from patrons as Lanino is known to have painted several versions of it, at least one with a landscape background, (see Christie's, London, 11 December 1987, lot 113; and Cambi, Genoa, 23 April 2013, lot 47).





69 AUSTRIAN SCHOOL, CIRCA 1480

The Adoration of the Magi oil on panel 131.5 x 99.2cm (51 3/4 x 39 1/16in).

£40,000 - 60,000 €46,000 - 70,000 US\$52,000 - 78,000

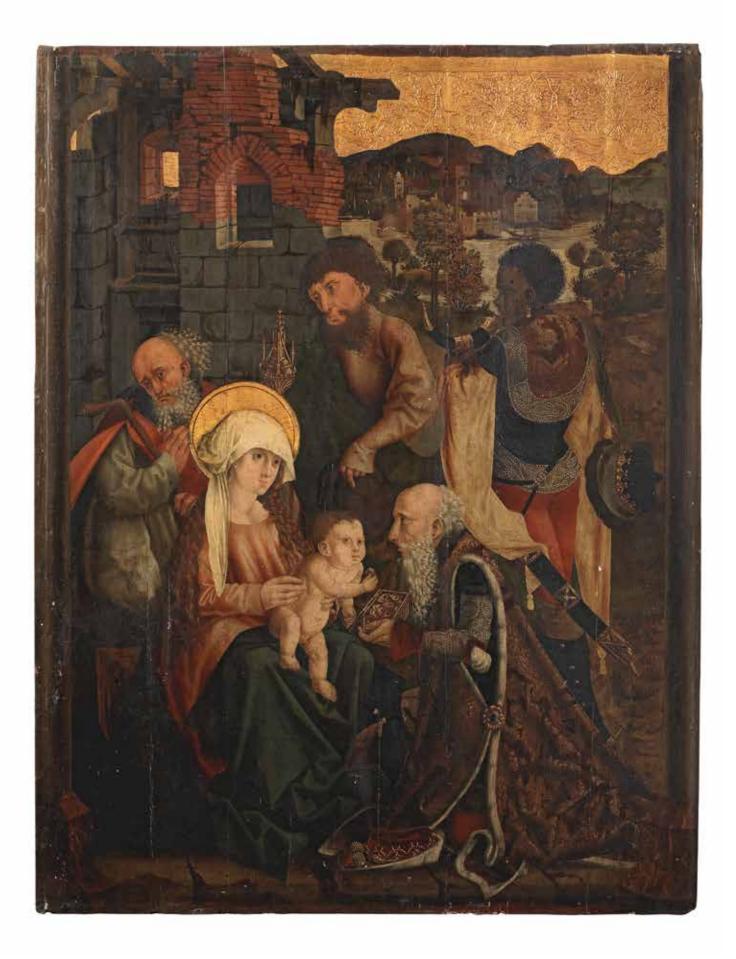
Provenance

Frederick Mirrielees (1851-1914), and thence by descent to the present owner

We are grateful to Dr. Konrad Bernd for suggesting that in particular the present panel may be compared to an *Adoration of the Magi* in the Oberhausmuseum, Passau. We are further grateful to Dr. Stephan Kemperdick for suggesting that the present altarpiece is very close in style to the so-called Master of the Habsburgs, a painter working in the northern Tyrol or Styria around 1500 and comparing it to his *Adoration of the Magi* in the Belvedere, Vienna.

From around 1803 due to widespread secularization large numbers of German monasteries lost thousands of altarpieces, stained glass and sculptures which were confiscated and then disposed of by local dukes and kings. It was from this time that great museums like the Alte Pinakothek in Munich were founded and many art dealers were becoming established. Many German, Austrian and Swiss works also laid the foundations at this time of both small and large English and Scottish private collections, while furnishing a number of churches too. In 1821 the English merchant living in Berlin, Edward Solly sold about 3,000 panels to the Berlin Royal collection, 677 of which went on to form a core of the Gemäldegalerie in Berlin.

Frederick Mirrielees was a successful businessman who in 1879 married Margaret Currie (1854-1925), a Scottish heiress whose father owned what was to become the Union Castle Shipping Line. Mirrielees commissioned Sir Edwin Lutyens (1869-1944) to build Goddards, a country house at Abinger Common near Dorking with gardens designed by Gertrude Jekyll (1843-1932) which was completed in 1900. Originally conceived with the philanthropic purpose of being a 'home of rest to which ladies of small means might repair for holiday', Goddards was later enlarged as a home for the Mirrielees's son, retaining the unusual feature of an indoor bowling alley.





70^{TP} SAWREY GILPIN R.A. (CUMBRIA 1733-1807 LONDON) A bay hunter, a Palomino and a grey pony oil on canvas

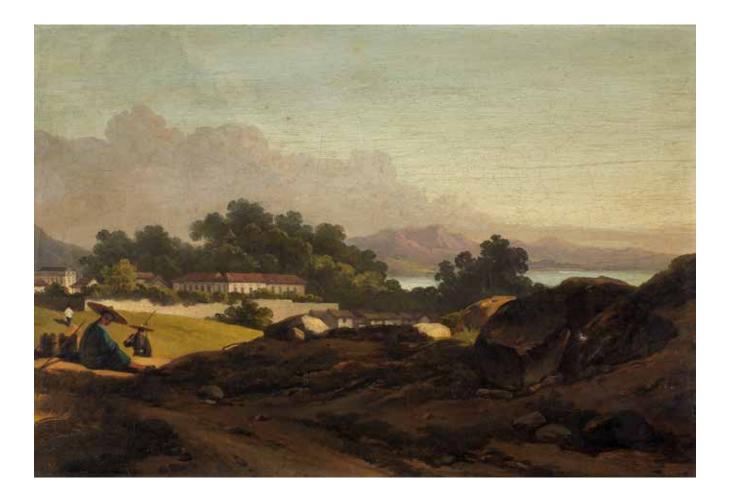
135.2 x 174.8cm (53 1/4 x 68 13/16in).

£12,000 - 18,000 €14,000 - 21,000 US\$16,000 - 23,000

Provenance Sale, Christie's, London, 11 April 1997, lot 35, where purchased by the present owner

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+44 207 393 3865 travelpictures@bonhams.com bonhams.com/travelpictures GEORGE CHINNERY RHA (TIPPERARY 1774-1852 MACAU)

A view of Macau looking towards the gardens of the Casa oil on canvas £70,000 - 100,000 *

* For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide

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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 *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams*' behalf, whether in the *Catalogue* or elsewhere. You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by Bonhams or on Bonhams' behalf which is in any way descriptive of any Lot or as to the anticipated or likely selling price of any Lot. No statement or representation by Bonhams or on its behalf in any way descriptive of any Lot or any Estimate is incorporated into our Buyer's Agreement.

Alterations

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

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

4. CONDUCT OF THE SALE

Our Sales are public auctions which persons may attend and you should take the opportunity to do so. We 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 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 equalling or exceeding such Reserve) on behalf of the Seller. We are not responsible to you in respect of the presence or absence of any Reserve in respect of any Lot. If there is a Reserve it will 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 *Sale* 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 Buver'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 preregistered 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 taleast 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 Buver'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).

entage amount
%

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 *Buver's Premium*:

- + VAT at the prevailing rate on Hammer Price and Buver'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
- $\alpha \quad Buyers from within the EU: VAT is payable at the prevailing rate on just the Buyer's Premium (NOT the Hammer Price). Buyers from outside the EU: VAT is payable at the prevailing rate on both Hammer Price and Buyer's Premium. If a Buyer, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise Bonhams immediately.$

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 *Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *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 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 would 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/exportcontrols/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 *Sal*e, 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 to 1978 and the Rules of Proof.

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gumaker 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 behalt 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.
- $\Delta \qquad \text{Wines lying in Bond.}$
- 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.

- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- ▲ Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or 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*, it's fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/ or obtain an independent examination of it before you buy it.

1 THE CONTRACT

1.3

- 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.
 - 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.

SELLER'S UNDERTAKINGS

2

- 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.

DESCRIPTIONS OF THE LOT

3

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose.
- 4.2 The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot, or upon collection of the Lot if earlier. The Seller will not be responsible thereafter for the Lot prior to you collecting it from Bonhams or the Storage Contractor, with whom you have separate contract(s) as Buyer. You will indemnify the Seller and keep the Seller fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the Lot beyond 7 days from the day of the fall of the Auctioneer's hammer until you obtain full title to it.
- 5.2 Title to the *Lot* remains in and is retained by the Seller until: (i) the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to and received in cleared funds by *Bonhams*, and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.

6 PAYMENT

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

7 COLLECTION OF THE LOT

7.1 Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when: (i) Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.

The Seller is entitled to withhold possession from you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Bonhams' possession or not, until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot.

7.2

- 7.3 You should note that Bonhams has reserved the right not to release the Lot to you until its investigations under paragraph 3.11 of the Buyers' Agreement set out in Appendix 2 have been completed to Bonhams' satisfaction.
- 7.4 You will collect and remove the Lot at your own expense from Bonhams' custody and/ or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.
- 7.5 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale, the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the Lot by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the *Lot* at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 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;
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;

- 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale 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 Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams 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 Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the *Lot* under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the Seller and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

THE SELLER'S LIABILITY

9

- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term 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 or ally, 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, or (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 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 Paries) 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.

THE CONTRACT

1

- 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 and following completion of our enquiries pursuant to paragraph 3.11;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.

1.6

2

3

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.

PERFORMANCE OF THE CONTRACT FOR SALE

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

PAYMENT AND BUYER WARRANTIES

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 the Purchase Price for the Lot;

- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and
- 3.1.3 if the Lot is marked [AR], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.
- 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:
- 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. Departure 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 or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.
- 3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:
- 3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;
- 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;

- 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;
- 3.10.4 items purchased by you and your Principal through Bonhams 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
- 3.10.5 that you consent to Bonhams 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.
- 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 *Seller*, to our satisfaction at our discretion, we shall be entitled to retain *Lots* and/or proceeds of *Sale*, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us; in cleared funds, everything due to the Seller and to us, and once we have completed our investigations under paragraph 3.11, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice* 6.1 *to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.
- 44 If you have not collected the Lot by the date 7 specified in the Notice to Bidders, you authorise us, acting in this instance as your agent and on vour behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.
- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all

charges due under the Storage Contract.

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

STORING THE LOT

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

RESPONSIBILITY FOR THE LOT

- Title (ownership) in the *Lot* passes to you (i) on payment of the *Purchase Price* to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.
- 6.2 Please note however, that under the Contract for Sale, the risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the Lot if earlier, and you are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* 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 *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;

- 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:
- 7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;
- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 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;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us:
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.
- 7.1.12 having made reasonable efforts to inform you, to release your name and address to the Seller, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

8

- 8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot; and/or
- 8.1.2 deliver the Lot to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 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.

FORGERIES

9

- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.
- 9.3 Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.

- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph 9 will cease.
- 9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

OUR LIABILITY

10

- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.
- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, ballee's duty, a restitutionary claim or otherwise.

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

it can be established that the *Lot* is a nonconforming *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 nonconforming *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.

GOVERNING LAW

13

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

"Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid.

"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

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

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

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

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

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

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

"Hammer Price" the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer. "Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business. "Lot" any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

"Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles. "New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.

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

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

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

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

"Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses. "Reserve" the minimum price at which a Lot may be sold (whether at auction or by private treaty).

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

"Sale Proceeds" the net amount due to the Seller from the Sale of a Lot, being the Hammer Price less the Commission, any VAT chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising. "Seller" the person who offers the Lot for Sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "your".

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

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

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

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

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

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

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

"Website" Bonhams Website at www.bonhams.com "Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.

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

GLOSSARY

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

"artist's resale right": the right of the creator of a work of art to receive a payment on Sales of that work subsequent to the original Sale of that work by the creator of it as set out in the Artists Resale Right Regulations 2006. "bailee": a person to whom goods are entrusted. "indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.

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

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

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

"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value. "title": the legal and equitable right to the ownership of a *Lot*. "tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- 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."

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding) Please circle your bidding method above.

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 buyer and limit Bonhams' liability to bidders and buyers.

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 e-mail from info@bonhams.com. We may disclose your personal information to any member of our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with information about goods and services which we feel maybe of interest to you including those provided by third parties. If you do not want to receive such information (except for information you specifically requested) please tick this box Would you like to receive e-mailed information from us? if so please tick this box

Notice to Bidders.

At least 24 hours before the Sale, clients must provide government or state issued photographic proof of ID and dat 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

I	will	collect	the	purchases	myself	
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Please arrange shippers to contact me with
a quote and I agree that you may pass them
mv contact details.

Bonhams

Sale title: Old Masters Paintings		Sale date:	Wedensda	ay 4 December 2019
Sale no. 25231		Sale venue:	New Bond	l Street, London
If you are not attending the sale in person, please prior to the sale. Bids will be rounded down to the for further information relating to Bonhams executi endeavour to execute these bids on your behalf bi	nearest incrementing telephone, onli	t. Please refer to ne or absentee l	the Notice to bids on your b	Bidders in the catalogue behalf. Bonhams will
General Bid Increments: £10 - 200 by 10s £200 - 500 by 20 / 50 / 80s £500 - 1,000 by 50s £1,000 - 2,000 by 100s £2,000 - 5,000 by 20 / 500 / 800s £5,000 - 10,000 by 500s The auctioneer has discretion to split any bid	£20,0 £50,0 £100, above)00 - 100,000 ,000 - 200,000	by 2,000 by 5,000s by 10,000	/ 5,000 / 8,000s s
Customer Number		Title		
First Name		Last Name		
Company name (if applicable)				
Company Registration number (if applicable)				
Address				
		City		
Post / Zip code		County / Stat	e	
Telephone (mobile)		Country		
Telephone (landline)				
E-mail (in capitals)				
Please answer all questions below				
1. ID supplied: Government issued ID and (if the ID does not confirm your address) current utility bill/ bank statement if a corporate entity, please provide the Certificate of Incorporation or Partnership Deed and a letter authorising you to act.				
2. Are you representing the Bidder? If yes, please complete question 3.				
3. Bidder's name, address and contact details (phone and email): Bidder's ID: Government issued ID and (if the ID does not confirm their address) current utility bill/bank statement				
Are you acting in a business capacity? Yes No		d for VAT in the E	EU please ent	ter your registration here
Please note that all telephone calls are	recorded.			
		MAX bid in 0 (excluding pi & VAT)		Covering bid *

Date:

	MAX
f description	(exclu

Telephone or Absentee (T / A)	Lot no.	Brief description	(excluding premium & VAT)	Covering bid *
FOR WINE SALES ONLY	1			

Please leave lots	ahnu aldeliave" a	r hond" in hond

Please include delivery charges (minimum charge of £20 + VAT)

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE INCLUDING BUYER'S WARRANTIES AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.

Bidder/Agent's (please delete one) signature:

* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding. NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form. Please email or fax the completed Auction Registration form and requested information to:

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 Fax: +44 (0) 20 7447 7401, bids@bonhams.com



Index

A Austrian School	LOT NO 69
B Bellini, Giovanni Bloemaert, Hendrick Boelema de Stomme, Maerten Bolognese School Bonavia, Carlo Boucher, François Brescianino, Andrea Piccinelli, called del	42, 56 17 63 30, 57 38 61 19
C Casteels III, Pieter Cerrini, Giovanni Domenico Ceruti, Giacomo Chiari, Giuseppe Bartolomeo Comontes, Antonio de	12 44 40 31 55
D d'Arthois, Jacques Dalens the Elder, Dirk Dutch School	67 5 1, 64
E English School	25
F Fracanzano, Cesare Francken III, Hieronymus Furini, Francesco	58 66 29
G Gilpin, Sawrey Gysbrechts, Franciscus	70 24
H Heem, Cornelis de	45
I Italian School	39
J Jervas, Charles	14
K Kauffman, Angelica Kruys, Cornelis	23 52
L Lacroix, called Lacroix de Marseilles, Charles François Grenier Lanino, Bernardino Longhi, Luca Luini, Bernardino	62 68 6 53

M Marinari, Onorio Master of the Mansi Magdalene Meulen, Steven van der Monogrammist F.B. Mor, Antonis Myn, Frans van der	LOT NO 10 28 26 2 16 15
N Neeffs the Younger, Peeter Nuzzi, Mario	13 9, 60
O Oliver, Archer James	22
P Patinir, Joachim Peake the Elder, Robert Piazza, Calisto Platzer, Johann Georg	27 18 7 65
R Reschi, Pandolfo Reynolds, Sir Joshua Roman School Romney, George Rubens, Sir Peter Paul	37 47 59 33, 50 20
S Scorza, Sinibaldo Soens, called il Fiammingo, Jan Soldi, Andrea South German School Swanenburgh, Jakob Isaacsz Swanevelt, Herman van	4 36 32 8 35 11
T Taunay, Nicolas Antoine Teniers the Younger, David	34 21
V Velde, Cornelis van de Verbruggen the Younger, Gaspar Pieter Verona, Michele da Vignali, Jacopo Villamediana, Master of	51 46 41 43 54
W Willeboirts, called Bosschaert, Thomas Witte, Gaspar de Wolfvoet II, Victor	48 3 49



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