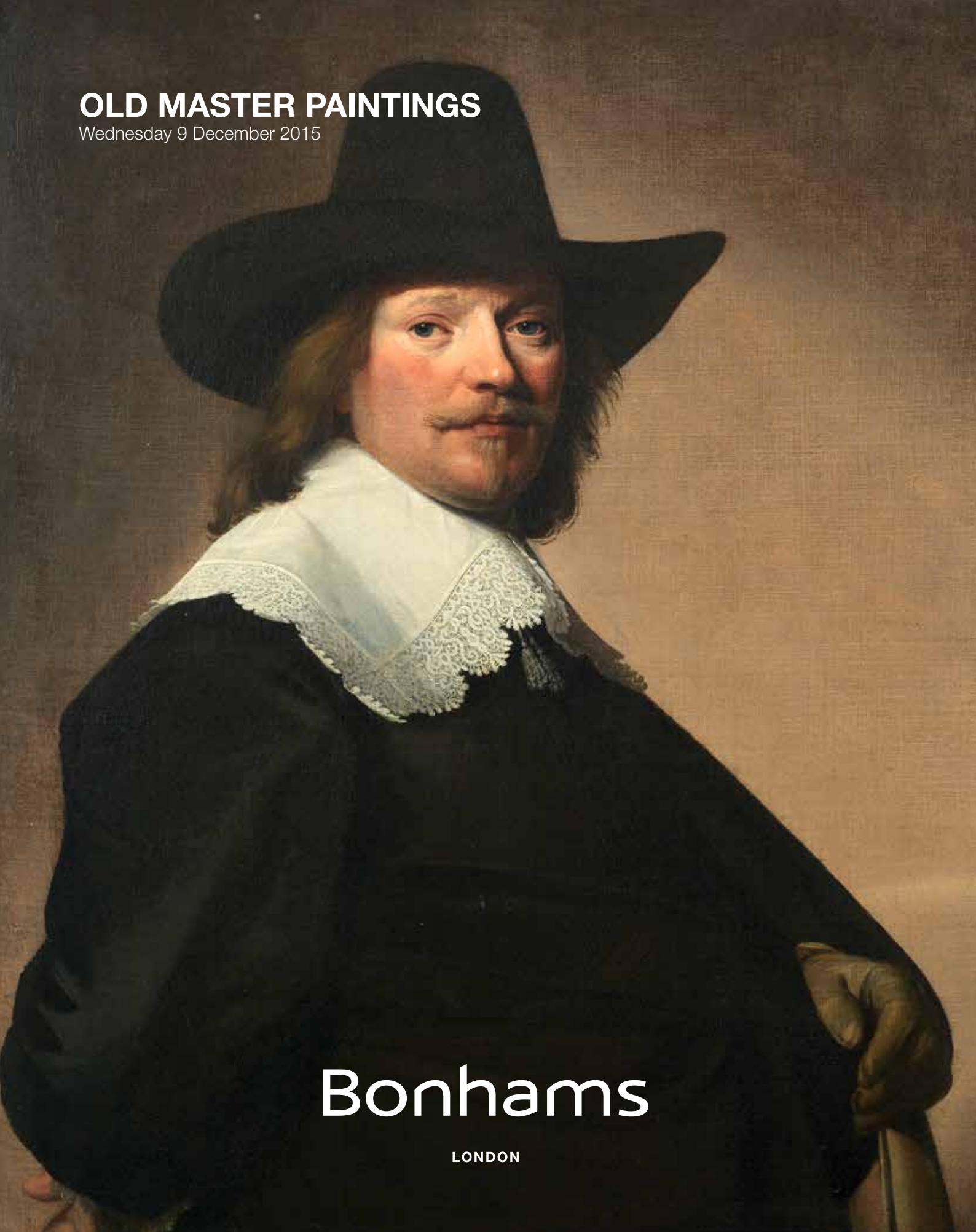


OLD MASTER PAINTINGS

Wednesday 9 December 2015



Bonhams

LONDON









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OLD MASTER PAINTINGS

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101 New Bond Street, London

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Monday 30 November
9am - 4.30pm

Tuesday 1 December
9am - 12pm

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9am - 7pm

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9am - 7pm

Friday 4 December
9am - 7pm

Saturday 5 December
9am - 12pm restricted viewing
12pm - 1pm no viewing
1pm - 5pm restricted viewing

Sunday 6 December
No viewing

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9am - 12pm

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ILLUSTRATIONS

Front cover: lot 79
Back cover: lot 41 (detail)
Inside front cover: lot 99 & 36
Inside back cover: lot 39 & 59 (detail)

IMPORTANT INFORMATION

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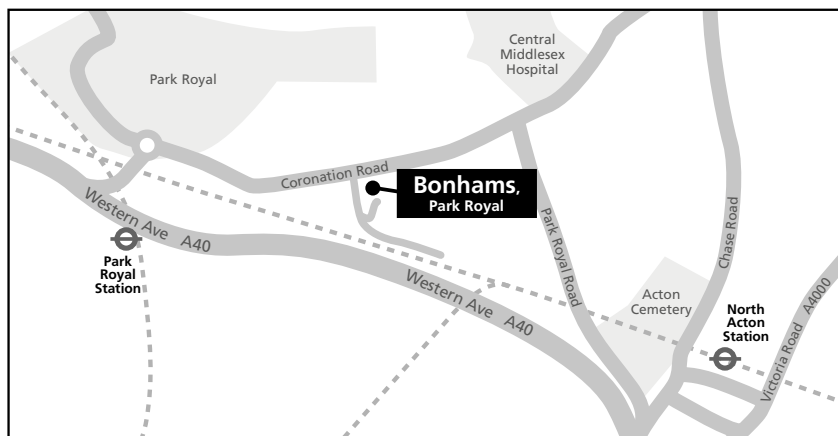
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1

GERMAN SCHOOL, EARLY 16TH CENTURY

Portrait of a gentleman, bust-length, in a red hat bears inscription 'Albert Durer' (on the mount) and 'portrait d'Albert Durer Ne a Nuremberg en 1471 mort en 1528/ Dessine par Lui. De la Collection de Le Grand architect de Merite Moch a la fin de L'anne 1807' (on the reverse of mount) black chalk, watercolour (possibly later additions) 28 x 20.5cm (11 x 8 1/16in).

£4,000 - 6,000
€5,600 - 8,400
US\$6,100 - 9,200

Provenance

Purchased by the present owner's uncle in the 1960s/70s

It has been suggested that the present composition is comparable to the work of the Augsburg Malerbildnisse (see: F. Winkler, *Augsburger Malerbildnisse der Dürerzeit*, Berlin, 1948).



2

JOHN RUSSELL (GUILDFORD 1745-1806 HULL)

Portrait of Percy Gore, three-quarter length, in a white dress, seated before a landscape signed and dated 'JRussell F**t/1794' (on stone ledge, lower right) pastel with touches of gouache on paper 90.6 x 70.5cm (35 11/16 x 27 3/4in).

£10,000 - 15,000

€14,000 - 21,000

US\$15,000 - 23,000

Provenance

Private Collection, France, where purchased by the present owner in 1989

Percy, daughter of Col. G. Gore, Lieutenant-Governor of Grenada, married William Currie (1756-1829), MP to Gattton and Winchelsea, of East Horsley Park, Surrey in 1794. They had a daughter, Percy Gore Currie, and two sons, William and Henry.



Property from a Private Collector, USA (lots 3-8)

The following six lots were removed from an 18th century album of drawings, several of which carry the collector's mark and numerical inscriptions of Giuseppe Vallardi (Frits Lugt 1223). The album was acquired in the mid 20th century by the current owner's father.

3 *

**ATTRIBUTED TO GIOVANNI BATTISTA CIPRIANI
(FLORENCE 1727-1785 LONDON)**

Poseidon riding on a conch with attendants
inscribed with the initial 'M' lower left
grey ink and brown wash on laid card
18.5 x 23.7cm (7 5/16 x 9 5/16in).

with a group of drawings including a study of Saint Carlo Borromeo from the circle of Camillo Procaccini; the child Hercules wrestling the snake from the circle of Franceschini; an 18th Century German drawing of the Crowning of the Virgin; an 18th Century Venetian head study; an 18th Century Italian drawing of St Martin; a study of a herm after Carracci; a study of God the Father by a follower of Maratta; an 18th Century Italian drawing of Mary Magdalen; a 16th Century

German drawing of the Crucifixion; an 18th Century Italian drawing of the Deposition; a 17th Century Genoese study of two putti (recto) and God the Father (verso) and two drawings of the Adoration of the Shepherds by a follower of Girolamo da Treviso, all unframed (14)

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

Private Collection, USA.

4 *

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

A seated woman in profile, facing right
pen and brown ink and brown wash on laid paper, laid down
22.6 x 17cm (8 7/8 x 6 11/16in).
unframed

£15,000 - 20,000

€21,000 - 28,000

US\$23,000 - 31,000

Provenance

Casa Gennari (Fritz Lugt 2858c), with associated mount
Private Collection, USA

Guercino drawings mounted on sheets with these geometric borders are referred to as having 'Casa Gennari' mounts, although it is not known exactly where or when the distinctive mounts were applied. Both their design and the type of paper used suggest they were done in Italy, and they are almost exclusively seen on drawings either by Guercino or artists of his school. Many of those by Guercino show signs of having been torn from his sketchbooks.

We are grateful to Nicholas Turner for pointing out that this drawing must date from around 1635. A similar woman, also seen in profile and with her coiled hair balanced precariously on the side of her head, also ex-Casa Gennari, with similar border, is in the Fondazione Horne, Florence (inv. 5585). In the Florence drawing she is half-length and blows on a whistle.





5 *

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

Study of a bearded, turbaned man
signed 'Bison' (lower right)
pen, brown ink and watercolour on paper, laid down
23 x 16.8cm (9 1/16 x 6 5/8in).
unframed

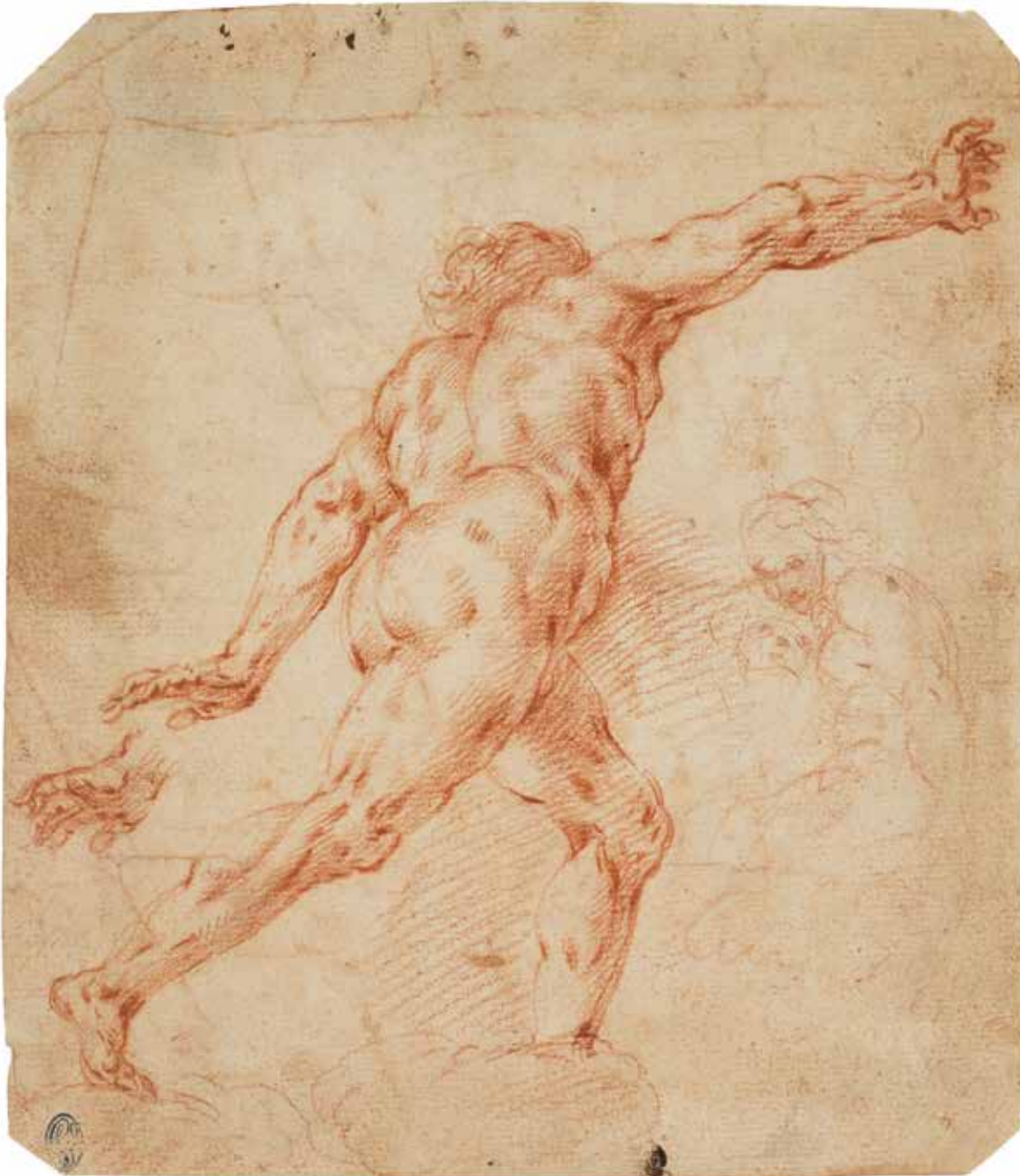
£4,000 - 6,000
€5,600 - 8,400
US\$6,100 - 9,200

Provenance

Private Collection, USA

The present watercolour is typical of Bison's watercolour technique and can be compared to others including one of *Two elegant ladies holding flowers* sold at Sotheby's New York, 28 January 1998, lot 58.

The subject may have been sketched in Venice where Bison would have come into contact with Turkish and near-eastern merchants.



6 *

**CIRCLE OF ERCOLE PROCACCINI THE YOUNGER
(MILAN 1605-1680)**

A striding male youth with arms outstretched stamped with the collector's mark of Giuseppe Vallardi (Frits Lugt 1223), and his associated numbering 'G326' in red chalk verso red chalk on laid paper, corners trimmed

19.8 x 17.2cm (7 13/16 x 6 3/4in).

with a group of drawings including a mythological scene attributed to Felice Giani; a 17th Century Bolognese study of a man's head; a 17th Century Cremonese study of a bearded man; a drawing of Cain and Abel by a follower of Palma Giovane; a 16th Century Italian drawing of Christ healing the sick; a 17th Century Italian drawing of two women; a 17th Century Neapolitan study of Mary cradling the body of Christ; the Madonna and Child by a follower of Annibale Carracci; The Entombment after Raphael; St John the Baptist by a follower of

Beccafumi; an 18th Century German drawing of the Supper at Emmaus; a 17th Century German study of a bishop; a 17th Century Dutch drawing of travellers in a landscape and an 18th Century Italian drawing of the Assumption of the Virgin, various sizes, all unframed (15)

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

Private Collection, USA



7 *

**FOLLOWER OF GIUSEPPE CESARI,
CALLED IL CAVALIER D'ARPINO (ROME 1568-1640)**

Diana and Acteon
pen and brown ink and brown wash heightened with white,
in an inscribed oval,

15.7 x 21cm (6 3/16 x 8 1/4in).

with a group of drawings including a study of seated figures attributed to Giacinto Callandrucci; two drawings of supplicants before a king and queen by an artist in the circle of Gian Domenico Ferretti; an 18th Century Italian drawing of the head of a woman crowned with laurel leaves; two 18th Century Italian drawings of putti; a study of Jupiter after Goltzius; an 18th Century north Italian study of St Matthew; an 18th Century Italian study of Christ supported by angels; an 18th Century Italian landscape; an 18th Century Bolognese study of Andromeda; the Communion of St Jerome after Domenichino; an 18th Century north Italian drawing of Elizabetta Regina of Hungary and an 18th Century Neapolitan study of two female deities, all unframed, and an 18th Century album bound in quarter vellum, the flyleaf inscribed 'Giuseppe Vallardi' in a later hand (16)

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

Private Collection, USA



8 *

CIRCLE OF CARLO MARATTA (CAMERANO 1625-1713 ROME)

Five heads in profile

red chalk on laid paper, numbered 'A.30' in pen and brown ink,
inscribed and dated in red chalk 'Roma ***/1684

14.6 x 26.3cm (5 3/4 x 10 3/8in).

with a group of drawings including a bacchanalian scene after Michel Dorigny; an 18th Century Italian study of drapery; a 17th Century Bolognese study of a trumpeting angel; an 18th Century Bolognese study of two heads; a late 16th Century Dutch Baptism of Christ; a 17th Century Italian Conversion of St Paul; a ceiling design attributed to Antonio Bresciani; a 16th Century Roman study of a bearded man; an 18th Century Venetian Biblical scene; a 17th Century Bolognese architectural design; a landscape by a follower of Hobbema; an 18th Century north Italian landscape study; an 18th Century Neapolitan spandrel design featuring an allegory of a woman and an 18th Century Italian drawing of the crowning of a female martyr, various sizes, all unframed (15)

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

Private Collection, USA

Other properties

9

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

The Church of Saint Mary-ad-Murum, Colchester, 1808
inscribed and dated 'Colchester St Mary's:/Octr. 29. 1808' (upper left)
pencil on paper, the centre squared, watermark a crown above a circle
9.2 x 14.9cm (3 5/8 x 5 7/8in).

£10,000 - 15,000

€14,000 - 21,000

US\$15,000 - 23,000

Provenance

Sir J.C. Robinson

Sale, Christie's, London, 21 April 1902, lot 12

(with a drawing of Colchester Castle)

With Leggatt's, London

Sale, Christie's, London, 12 July 1988, lot 5

With Salander-O'Reilly Galleries, New York, where purchased by

Private Collection, UK, July 1988

Literature

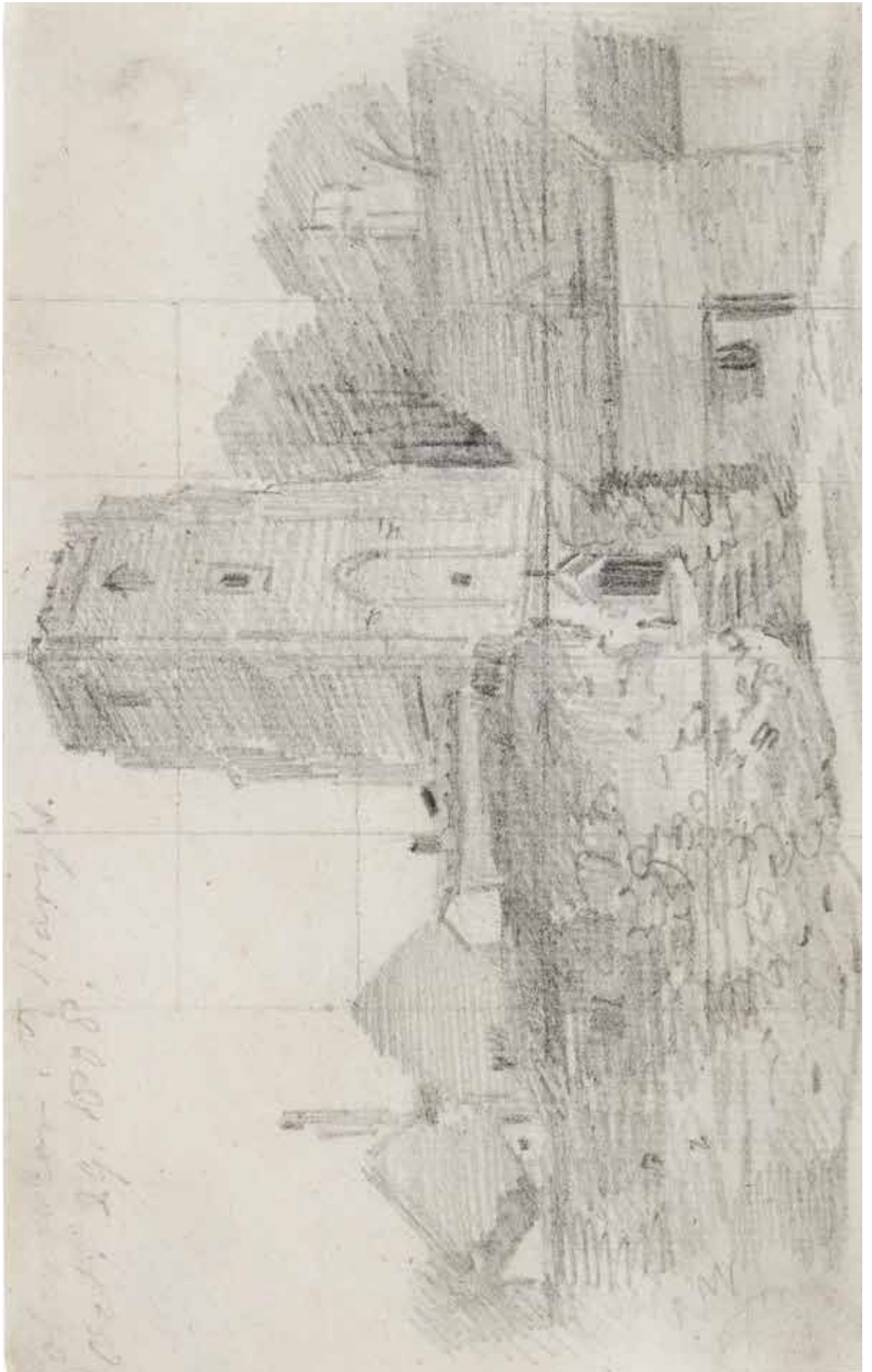
C.G. Holmes, *Constable and his Influence on Landscape Painting*,
London, 1902, p. 238

I. Fleming-Williams, *Constable and His Drawings*, London, 1990,
p. 24, fig. 8

G. Reynolds, *The Early Paintings and Drawings of John Constable*,
New Haven and London, 1996, p. 121, no. 08.12, ill. pl. 697

This drawing is a page from a sketchbook of laid paper watermarked
1806 which Constable is known to have used in 1808 and 1809.

Other, similar views of Saint Mary's-ad-Murum can be seen in
Constable's sketchbook from 1813 (see: Reynolds, *ibid.*, p. 182, no.
13.17, pl. 1007).



Sketch of the interior of the church
at the 29. 1878.



10

**CIRCLE OF ADRIAEN THOMASZ. KEY
(ANTWERP CIRCA 1544-CIRCA 1589)**

Portrait of a gentleman, bust-length, in black with a white ruff and a silver chain inscribed 'ATIS.SVAE.ZI./NO. 1561.' (upper left, strengthened) and 'SPES.MEA.IN/.DOMINO./I.' (upper right, strengthened) and charged with sitter's coat-of-arms
oil on panel
40.4 x 28.3cm (15 7/8 x 11 1/8in).

£6,000 - 8,000

€8,400 - 11,000

US\$9,200 - 12,000

Provenance

Sale, Christie's, London, 18 April 1996, lot 232, where purchased by the present owner



11 *

ENGLISH SCHOOL, 16TH CENTURY

Portrait of Queen Elizabeth I, half-length, holding a medallion
bears inscription 'Queen Elizabeth' (upper left)
oil on panel
54.3 x 39cm (21 3/8 x 15 3/8in).

£10,000 - 15,000

€14,000 - 21,000

US\$15,000 - 23,000

Depicting Queen Elizabeth I in the latter part of her reign, the present work repeats a portrait known in numerous versions, including that currently on view at Kenilworth Castle and which is part of the National Portrait Gallery Collection (NPG 200). The face of the Queen is that first used in the 'Darnley' portrait of circa 1575 and which, in various forms, was repeated from this point onwards until her death.



12 *

JAMES SEYMOUR (LONDON 1702-1752)

Flying Childers, the Duke of Devonshire's racehorse, held by grooms
oil on canvas

30.2 x 37.8cm (11 7/8 x 14 7/8in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000



The Property of a Deceased's Estate (lots 13-20)

13

WILLIAM HODGES, R.A. (LONDON 1744-1797 DEVON)

A mountainous river landscape with a fisherman hauling in his nets
oil on canvas

45.8 x 61cm (18 1/16 x 24in).

£7,000 - 10,000

€9,700 - 14,000

US\$11,000 - 15,000

Provenance

With Ehrich Galleries, New York

Sale, Christie's, London, 30 July 1982, lot 61

Private Collection, UK

14

FRANCIS COTES, R.A. (LONDON 1726-1770)

Portrait of Elizabeth Burdett, half-length, with pearl earrings and necklace, wearing a gold décolleté dress embroidered with flowers, her waist tied with a sash beneath a turquoise gown trimmed with ermine oil on canvas

77.2 x 63.6cm (30 3/8 x 25 1/16in).

£15,000 - 20,000

€21,000 - 28,000

US\$23,000 - 31,000

Provenance

By family descent from the sitter to Sir Francis Burdett, 7th Bt., Ramsbury Manor, Wiltshire
His Sale, Sotheby's, London, 2 December 1953, lot 52 (bt Sabin)
With Leggatt Brothers, London
With Gooden and Fox, London
Sale, Christie's, London, 19 July 1985, lot 97
Private Collection, UK

Literature

E. Mead Johnson, *Francis Cotes*, Oxford, 1976, p. 87, no. 226

Elizabeth Burdett (d. 1807) was the daughter of Sir Robert Burdett, 4th Bt. (1716-1797). In 1770, she married Francis Noel Clarke Mundy (1739-1815), with whom she had two sons, Francis and Charles.

Edward Mead Johnson compared the present work closely with the signed and dated three-quarter length portrait by Cotes of the same sitter (sold in these rooms, 6 December 2006, lot 38) and suggested the work was also painted in 1767. Cotes also painted other members of Elizabeth's family, including her father Sir Robert and her brother Francis, both of which portraits were also sold in the Burdett Sale in 1953. The portrait of Francis was also sold in these rooms on 6 December 2006, lot 39.





15

GEORGE MORLAND (LONDON 1763-1804)

The Dram

signed and dated 'G Morland 1792' (lower right)
oil on canvas
76.8 x 64.4cm (30 1/4 x 25 3/8in).

£7,000 - 10,000

€9,700 - 14,000

US\$11,000 - 15,000

Provenance

Sir Walter Gilbey, Bart.

Sale, Christie's, London, 11 June 1915, lot 346

With Ackerman, London

Sale, Christie's, London, 19 November 1982, lot 20

Private Collection, UK

Literature

Sir W. Gilbey, Bart., *George Morland: His Life and Works*, London, 1907, ill. Pl. 36



16

JAMES WARD R.A. (LONDON 1769-1859 CHESHUNT)

Faggot gatherers in a winter landscape
signed and dated 'J. Ward/ 1791' (lower left)
oil on canvas
50.7 x 66.1cm (19 15/16 x 26in).

£5,000 - 7,000

€7,000 - 9,700

US\$7,700 - 11,000

Provenance

Sale, Christie's, London, 13 July 1984, lot 76
Private Collection, UK

17

**THOMAS GAINSBOROUGH, R.A.
(SUDBURY 1727-1788 LONDON)**

Portrait of a gentleman, bust-length, in officer's uniform
oil on canvas

76.1 x 63.3cm (29 15/16 x 24 15/16in).

£20,000 - 30,000

€28,000 - 42,000

US\$31,000 - 46,000

Provenance

Sale, Sotheby's, London, 15 July 1976, lot 73

With Sabin Galleries, where purchased by Cyril Sweet

With Arthur Tooth & Sons Ltd.

(according to a label attached to the reverse)

Sale, Sotheby's, London, 11 March 1987, lot 48

Private Collection, UK

We are grateful to Hugh Belsey for confirming the attribution, on the basis of a colour photograph, and for suggesting a date of circa 1752. The sitter may have been an officer of the 24th Regiment of Foot.





18

**SIR THOMAS LAWRENCE P.R.A.
(BRISTOL 1769-1830 LONDON)**

Portrait of Samuel Jackson Pratt, half-length, in a black coat and seated before a red curtain bears inscription 'S.J. Pratt./ Lawrence' (lower right) oil on canvas
76.3 x 63.5cm (30 1/16 x 25in).

£7,000 - 10,000

€9,700 - 14,000

US\$11,000 - 15,000

Provenance

The late Sir Richard Phillips Sale, Christie's, London, 9 July 1886, lot 53
Art Market, London, 1920s
Mr and Mrs W. K. Grace Aitken, South Carolina Sale, Sotheby's, London, 10 July 1985, lot 64
Private Collection, UK

Exhibited

P & D Colnaghi & Co. Ltd, *The British Face*, London, 1986, no. 53

Literature

Lord R. Gower, *Sir Thomas Lawrence*, London, 1900, p. 155
Sir W. Armstrong, *Lawrence*, London, 1913, p. 159
K. Garlick, *A Catalogue of the Paintings, Drawings and Pastels of Sir Thomas Lawrence*, Walpole Society, vol. XXXIX, 1964, p. 164.
K. Garlick, *Sir Thomas Lawrence*, Oxford, 1989, p. 255, no. 662, ill.

Engraved

In stipple by Caroline Watson, 1805

Born into a brewing family of St Ives in Huntingdonshire, Samuel Pratt (1749-1814) was ordained as a young man in the English church; a career which he abandoned not long after eloping with a 'pretty boarding school miss' named Charlotte. Not much is known of his wife but her maiden name was perhaps Melmoth, the pseudonym which Pratt later adopted for his acting and writing ventures. Under the name of Courtney Melmoth, Pratt trod the boards throughout the British Isles, including the Covent Garden theatre in 1774 and 1775, although he met with little success. After this he largely abandoned his stage career and took up writing. His publications varied enormously with Pratt writing on subjects ranging from landscape poetry to stage farces and humanitarian subjects. He died in Birmingham in October 1814 after falling from his horse earlier that year.



19

SIR THOMAS LAWRENCE P.R.A. (BRISTOL 1769-1830 LONDON)

Portrait of The Hon. Mrs. John George Montagu,

half-length, in a white dress

oil on canvas

76.3 x 63.4cm (30 1/16 x 24 15/16in).

£7,000 - 10,000

€9,700 - 14,000

US\$11,000 - 15,000

Provenance

The property of Matthew Fortescue-Brickdale Will Trust Sale, Christie's,

London, 22 November 1985, lot 120

Private Collection, UK

Literature

K. Garlick, *Sir Thomas Lawrence*, Oxford, 1989, p. 238, no. 568, ill.

Dorothy Charlotte Sawbridge (1766-1821) was the only child of Stephen Beckingham. In 1790 she married the Hon. John George Montagu, who died in the same year.



20

JOSEPH HIGHMORE (LONDON 1692-1780 CANTERBURY)

Portrait of Dr. Richard Myddleton Massey, bust-length, in a blue coat with white fur trim and a red and white cap and stock
oil on canvas

60.3 x 46.9cm (23 3/4 x 18 7/16in).

£5,000 - 7,000

€7,000 - 9,700

US\$7,700 - 11,000

Provenance

Paul Mellon Sale, Sotheby's, 18 November 1981, lot 93

Sale, Christie's, London, 10 November 1995, lot 16

Private Collection, UK

Exhibited

Richmond Virginia, The Virginia Museum of Fine Arts, *Painting in England 1700 - 1850: Collection of Mr and Mrs Paul Mellon*, 1963, No. 206



Other properties

21

JOHN MICHAEL WRIGHT (LONDON 1617-1694)

Portrait of a gentleman, bust-length, in a grey cloak
oil on canvas, oval, corners made up
78.4 x 62.1cm (30 7/8 x 24 7/16in).

Provenance

Art Market, Exeter
Private Collection, Oxfordshire, since 1970s

£5,000 - 7,000

€7,000 - 9,700

US\$7,700 - 11,000

22^W

**ATTRIBUTED TO THEODOR VAN THULDEN
(S-HERTOGENBOSCH 1606-1669) AND ALEXANDER
COOSEMANS (ANTWERP 1627-1689) AND CIRCLE OF
HIERONYMUS GALLE (ANTWERP 1625-1679)**

Portrait of two children as Cupid and Ceres with a still life of
fruit and flowers

oil on canvas

120.7 x 86.4cm (47 1/2 x 34in).

£20,000 - 30,000

€28,000 - 42,000

US\$31,000 - 46,000

Provenance

Stanley Mortimer, by 1944

By whose estate sold, Parke- Bernet Galleries, New York, 2 December
1944, lot 93 (as by Jan Davidsz de Heem and a Follower of
Sir Anthony van Dyck, possibly Thomas Willeboirts, for \$550),
where purchased by

S. Hartveld

Sale, Sotheby's, New York, 13 March 1985, lot 103

(as Attributed to Johannes van Noort and Frans van Everbroeck)

With Otto Naumann Ltd., New York, where purchased by

Private Collection, New York, 1987, by whom offered

With Lawrence Steigrad Fine Art, New York, 2007

Sale, Sotheby's, New York, 28 January 2010, lot 279

(as Frans van Everbroeck and Theodor van Thulden)

We are grateful to Fred Meijer for suggesting the attributions and
dating the present work to 1660, on the basis of colour photographs.





23

ALBERT MEYERING (AMSTERDAM 1645-1714)

An Arcadian river landscape with travellers on a path
signed 'AMeyering: f.' (lower centre, the A and the M in ligature)

oil on canvas

58.2 x 69.6cm (22 15/16 x 27 3/8in).

£5,000 - 7,000

€7,000 - 9,700

US\$7,700 - 11,000



24

ISAAC OUWATER (AMSTERDAM 1748-1793)

The Amsterdamse Poort, Haarlem

signed and dated 'I:k Ouwater/Fecit 1777' (lower right)

oil on canvas

38.6 x 47cm (15 3/16 x 18 1/2in).

£10,000 - 15,000

€14,000 - 21,000

US\$15,000 - 23,000

The Amsterdamse Poort, dating from the 14th century, is the only gate to the city of Haarlem which has not been demolished. It is also known as the *Spaarnwouderpoort*, named after the district in which it is built, and served as the main entrance to the city when coming from the direction of Amsterdam.

Two other variants of this view by Ouwater are known: a smaller panel, signed but not dated and forming one of a pair, was sold from the collection at Mount Juliet, Sotheby's, Ireland, 20 October 1987, lot 77; and a panel, signed and dated 1777, 33.1 x 44.5 cm. was last sold at Christie's, Amsterdam 10 November 2008, lot 119.



25

CIRCLE OF LAVINIA FONTANA (BOLOGNA 1552-1614 ROME)

Portrait of a noble lady, three-quarter length, in a white and gold embroidered dress, holding a posy of flowers
oil on canvas

106.5 x 79.9cm (41 15/16 x 31 7/16in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000



26^W

EMILIAN SCHOOL, 17TH CENTURY

Portrait of a bearded gentleman, three-quarter length,
seated at a draped table
oil on canvas

132.1 x 99.3cm (52 x 39 1/8in).

£6,000 - 8,000

€8,400 - 11,000

US\$9,200 - 12,000

The Property from the H. L. Visser Collection (lots 27 and 28)

27

ESAIAS VAN DE VELDE (AMSTERDAM 1587-1630 THE HAGUE)

A mounted general addressing his troops, an infantry battle beyond signed and dated 'E.V.VELDE.1629.' (lower right)

oil on panel

27.6 x 39.5cm (10 7/8 x 15 9/16in).

£25,000 - 30,000

€35,000 - 42,000

US\$38,000 - 46,000

Provenance

Princesse Charles d'Arenburg, Brussels

Her Sale, Giroux, Brussels, 15 November 1926, lot 85

Sale, Christie's, London, 5 July 1996, lot 16

With Rafael Valls, London, 1998

Exhibited

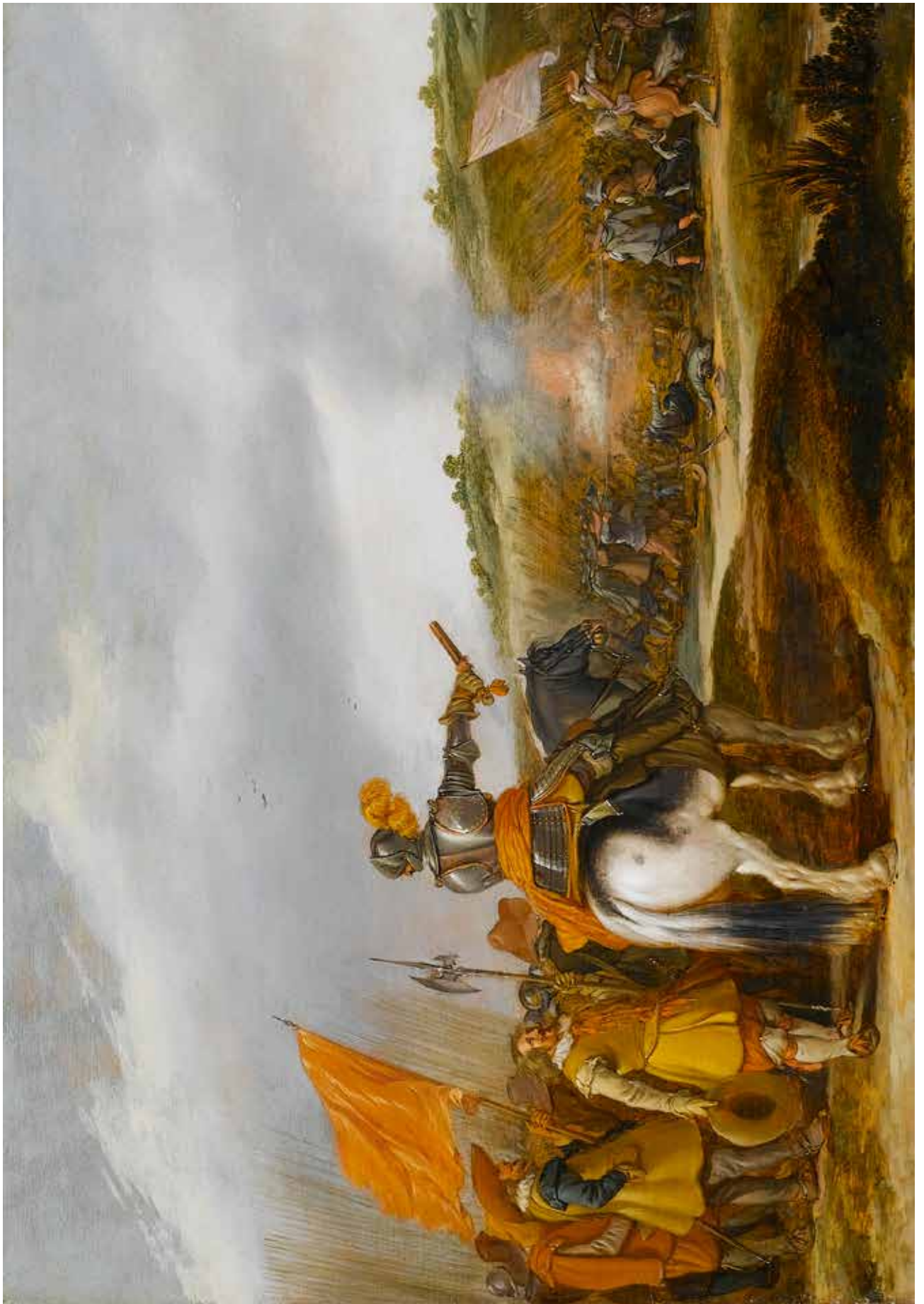
Delft, Stedelijk Museum Het Prinsenhof, *Beelden van een strijd: oorlog en kunst vóór de Vrede van Munster 1621-1648*, 14 March-14 June, 1998, pp. 300-1, no. 79

Literature

A.C. Steland Stief, *Jan Asselyn*, Amsterdam, 1971, pl. IV

G. S. Keyes, *Esaias van den Velde*, Doornspijk, 1984, cat. no. 39, ill. pl.438

Henk Visser, who died in 2006 at the age of 83, led a colourful life devoted to working with and collecting weapons. His collection of firearms was admired by connoisseurs throughout the world, complementing his distinguished career as a manufacturer of modern ammunition and weapons. Indeed, he was to become recognised as the world's greatest collector of historical Dutch firearms. In further complement to the weaponry the Visser Collection also contained a series of fine 17th century Dutch and Flemish battle scenes, depicting in particular scenes from the Thirty Years' War (1618-48), a conflict that had a devastating effect on the Low Countries, whose territories were fiercely disputed between the Habsburg rulers, the French and the Dutch. The independent-minded Dutch were eager to celebrate their resistance to Habsburg tyranny, and it is no surprise that, given the parallels between Visser's own resistance to the Nazi invaders in World War II (he narrowly escaped a death-sentence at the time), that Henk Visser was a keen collector of works that depict the earlier conflict.





28

STUDIO OF SEBASTIAN VRANCX (ANTWERP 1573-1647)

Travellers ambushed on a snow-covered path before a windmill
oil on panel

50.4 x 92.3 cm. (19 7/8 x 36 3/8 in.)

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000



Other properties

29

THEODORE VAN HEIL (BRUSSELS CIRCA 1645-AFTER 1692)

A winter landscape with travellers in the foreground,
a castle beside a river beyond
signed with initials 'T.V.H.' (lower centre)

oil on canvas

59 x 83cm (23 1/4 x 32 11/16in).

£6,000 - 8,000

€8,400 - 11,000

US\$9,200 - 12,000

Provenance

Sale, Bonhams, London, 20 April 2005, lot 29,
where purchased by the present owner

30

**WORKSHOP OF JAN BRUEGHEL THE YOUNGER
(ANTWERP 1601-1678)**

Carnations, jasmine and roses in a gilt *tazza*
with a garland of flowers on a table-top
with the panelmaker's mark of the Guild of
Antwerp and the monogram 'LS' of the panelmaker,
Lambrecht Steens (1615-1651) (on the reverse)
oil on panel
36.2 x 52.3cm (14 1/4 x 20 9/16in).

£35,000 - 45,000

€49,000 - 63,000

US\$53,000 - 69,000

Provenance

Private European Collection, since the 1980s

The present composition is unusual in Brueghel's workshop in that the exact composition is not known in any work by the master. The *tazza* and its same flowers are depicted alongside a basket of flowers in a work by Jan Brueghel the Younger, on panel, 52 x 82 cm. (Szépművészeti Múzeum, Budapest (Inv. Nr. 612; see: K. Ertz, *Jan Brueghel the Younger (1601-1678)*, Freren, 1984, cat. no. 287, pp. 450-452) of which there is a variant, probably by the artist's own hand (with Galerie de Boer, 1932). This in turn is based on works attributed to the artist's father, Jan Brueghel I, such as the *Basket of Flowers with Cup* which may have been auctioned at Sotheby's, London in 1956 and the *Basket of Flowers with a Cup* offered at auction at Charpentier's, Paris, in 1954; and a variant, possibly by Jan Brueghel II in Dordrecht, Aardenn Collection, thought to have been executed in the 1630s. The garland on the left of the composition comes close to that of a garland in a signed work by Jan Brueghel the Younger (on panel, 52.1 x 76.2 cm., private collection, England). Although this has close affinities to the work of the father and was probably produced in the 1620s its composition is quite independent of Jan Brueghel the Elder's (see: K. Ertz, *Jan Brueghel the Younger (1601-1678)*, Freren, 1984, cat. no. 290, p. 455).





31

PIETER BOEL (ANTWERP 1622-1674 PARIS)

A dead wryneck, bluethroat, hoopoe and
bullfinch with a dead hare and a dead jay

oil on canvas

63.2 x 83.2cm (24 7/8 x 32 3/4in).

£5,000 - 7,000

€7,000 - 9,700

US\$7,700 - 11,000

We are grateful to Fred Meijer for confirming the attribution on the basis of photographs and for suggesting a date of the 1650s.



32

JACOB SAMUEL BECK (ERFURT 1715-1778)

Grapes, plums and other fruit on a stone ledge
with a flask of wine and a draped green cloth
signed 'Beck fec' (on stone ledge, lower centre)
oil on canvas
79.6 x 62.4cm (31 5/16 x 24 9/16in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000

We are grateful to Fred Meijer for confirming the attribution on the basis of colour photographs.

33^W

**ATTRIBUTED TO POLIDORO DE RENZI,
CALLED POLIDORO DA LANCIANO (LANCIANO 1515-1565)**

The Holy Family with the Infant Saint John the Baptist and Saint Dorothy
oil on canvas

77.5 x 107cm (30 1/2 x 42 1/8in).

in a carved and gilt frame with scrolling acanthus centres and a running
flowering vine

£35,000 - 45,000

€49,000 - 63,000

US\$53,000 - 69,000

Provenance

The Canella Collection

The Collection of Dr. L. Mond, 1910 (see **Literature**), by descent to
Julian Mond, 3rd Baron Melchett, by whom offered
Sale, Sotheby's, London, 23 May, 1951, lot 16 (purchased Manenti)
Sale, Finarte, Milan, 20 May 1982, lot 146, where purchased by the
present owner

Exhibited

London, National Gallery, *Exhibition of Venetian Art*, 1894-1895, no. 31

Literature

J.P. Richter, *The Mond Collection: An Appreciation*, London, 1910, p. 171,
pl X of the portfolio

L'Arte, vol. XIV, 1911 p. 171, ill.

G. Gronau, *Thieme Becker*, Polidoro da Lanciano, vol XXVII, p. 207
(as a 'vorzügliche Beispiel')

B. Berenson, *Italian Pictures of the Renaissance; Venetian School*,
London, 1957, vol. 1, p. 143, vol. 2, ill, pl. 1032

V. Mancini, *Polidoro da Lanciano*, Lanciano, 2001, p. 133-134, cat. no.
28, ill. pl. 39

We are grateful to Professor Peter Humfrey for confirming the attribution to
Polidoro da Lanciano upon firsthand inspection of the picture.





34

**DAVID TENIERS THE YOUNGER
(ANTWERP 1610-1690 BRUSSELS)**

Villagers merry-making
signed 'D. TENIERS: FEC' (lower right)
oil on panel
24.4 x 35.2cm (9 5/8 x 13 7/8in).

£20,000 - 30,000
€28,000 - 42,000
US\$31,000 - 46,000

Provenance

M. Selle, 1761
Dowager Lady Stuart
Her sale, Christie's, London, 15 May 1841,
lot 67 (bt. Chaplin, 215 gns.)
Sale, Christie's, London, 16 February 1861, lot 112
Alfred de Rothschild
Baron Koenigswarter, Vienna
Sale, Schulte, Berlin, 20 November 1906, lot 89
Sale, Christie's, New York, 18 June 1982, lot 95
With Noortman & Brod, London,
where purchased by the present owner's aunt

Literature

J. A. Smith, *A Catalogue Raisonné of the Works of the Most Eminent Dutch, Flemish, and French Painters*, London, 1831, vol. III, p. 287, no. 94
J. A. Smith, *A Catalogue Raisonné of the Works of the Most Eminent Dutch, Flemish, and French Painters*, London, 1842, vol. IX (supplement), p. 470, no. 206
C. Davis, *A description of the works of art forming the collection of Alfred de Rothschild*, London, 1884, vol. 1, no. 31

Exhibited

New York, Noortman & Brod, *Adriaen Brouwer & David Teniers the Young, A loan exhibition of paintings*, October 1982, no. 55

Margret Klinge confirmed the attribution to David Teniers the Younger for the exhibition in 1982, and dated the work to the early 1670s.



To be sold by Order of the Executors of a Deceased's Estate (lots 35-42)

35 *

**CIRCLE OF JOOS DE MOMPER THE YOUNGER
(ANTWERP 1564-1635)**

Figures repairing a wagon in a village
oil on copper
24.2 x 37.8cm (9 1/2 x 14 7/8in).

£6,000 - 8,000

€8,400 - 11,000

US\$9,200 - 12,000

Provenance

Private Collection, Channel Islands

36 *

GYSBRECHT LEYTENS (ANTWERP 1586-CIRCA 1656)

A winter landscape travellers, a village beyond

oil on panel

52.7 x 76.2cm (20 3/4 x 30in).

£20,000 - 30,000

€28,000 - 42,000

US\$31,000 - 46,000

Leytens made numerous variations of this, his most successful composition type, throughout his career. One such variation, was sold by Christie's London, 3 December 2008, lot 150. Another with a larger homestead to the right and more figures skating on the frozen river, was offered as part of the J.E. Safra Collection at Sotheby's New York on 26 January 2011, lot 41.

Provenance

Private Collection, Channel Islands





37 *

**ADAM PYNACKER
(PYNACKER, NEAR DELFT CIRCA 1620-1673 AMSTERDAM)**

Travellers on a bridge
signed 'A Pynacker' (lower left)
oil on canvas
45.5 x 42.3cm (17 15/16 x 16 5/8in).

£10,000 - 15,000
€14,000 - 21,000
US\$15,000 - 23,000

Provenance

H. Artaria, London
Their sale, London, 23 April 1850, lot 45 (£81 18s to Baring)
The Collection of Thomas Baring, London
The Collection of Earl of Northbrook, London
Sale, Sotheby's, London, 8 March 1944
Private Collection, Channel Islands

Literature

G. F. Waagen, *Treasures of Art in Great Britain*, vol. 2, p. 187
C. Hofstede de Groot, *A Catalogue Raisonné of the Works of the Most Eminent Dutch, Flemish and French Painters of the Seventeenth Century*, London, 1976, vol. IX, p. 540, cat. no. 77
L.B. Harwood, *Adam Pynacker*, Doornspijk, 1988, cat. B.12
(unresolved works, present location unknown), p.115, plate 110



38 *

JACOB ESSELENS (AMSTERDAM 1626-1687)

Horsemen on a beach buying fish with fishing boats beyond
signed 'J.ESSELENS' (lower centre)

oil on canvas

41.1 x 53.3cm (16 3/16 x 21in).

£6,000 - 8,000

€8,400 - 11,000

US\$9,200 - 12,000

Provenance

Private Collection, Channel Islands

39 *

**WORKSHOP OF JAN BRUEGHEL THE YOUNGER
(ANTWERP 1601-1678)**

Parrot tulips, irises, carnations and other flowers in a glass beaker
on a wooden table-top with a sprig of rosemary, insects and a shell
oil on copper
37.2 x 27.1cm (14 5/8 x 10 11/16in).

£30,000 - 50,000

€42,000 - 70,000

US\$46,000 - 77,000

Provenance

Private Collection, Channel Islands

A version of the present composition, oil on copper, 31.1 x 22.9 cm. is in the Norton Simon Museum of Art, Pasadena, which has been attributed alternatively to Pieter Binoit and Ambrosius Bosschaert the Elder (see fig. 1). It differs in the colouring of the flowers far left and lower right, in the depiction of the ledge and in the objects and insects on the ledge. A further version of this composition, but with a tulip lying on the left, rather than a sprig of rosemary, was with John Mitchell Fine Paintings, London, July 2015.

These compositions display a knowledge of the works of Jan Brueghel the Elder and Jan the Younger: the iris upper left, the tulip upper right and the white rose in the lower part of the present composition are broadly taken from the Elder Brueghel's *Flowers in a Glass Vase* (formerly with David Koetser, Zurich; see: K. Ertz, *Jan Brueghel Der Aeltere (1568-1625)*, Cologne, 1979, kat. 181, p. 275); while the iris upper centre, the lower white rose and the narcissus lower right are found in Jan Brueghel the Younger's *Flowers in a Glass Vase* from the Ward Collection in the Ashmoleum Museum (on panel, 47 x 35 cm.; Klaus Ertz, *Jan Brueghel the Younger (1601-1678)*, Freren, 1984, no. 277, pp. 441-442). The latter is a free copy of his father's aforementioned still life which is believed to have been produced before the son's Italian journey, circa 1620.



fig. 1 Pieter Binoit, *Flowers in a Glass Beaker*, circa 1620
© The Norton Simon Foundation



40 *

JAKOB BOGDANI (EPERJES 1660-1724 FINCHLEY)

Roses, tulips, marigolds and other flowers

in a silver vase on a marble ledge

signed 'Jv.Bogdani' (lower right)

oil on canvas

80.2 x 54.2cm (31 9/16 x 21 5/16in).

£10,000 - 15,000

€14,000 - 21,000

US\$15,000 - 23,000

Provenance

With Leggatt Bros., London

Private Collection, Channel Islands

We are grateful to Fred Meijer for confirming the attribution to Jakob Bogdani on the basis of colour photographs.



41 *

**AMBROSIUS BOSSCHAERT THE YOUNGER
(MIDDELBURG 1609-1645 UTRECHT)**

A rose, tulips, carnations and other flowers in a glass
vase on a table-top with whitecurrants and a lizard
oil on panel

41.6 x 29.2cm (16 3/8 x 11 1/2in).

£20,000 - 30,000

€28,000 - 42,000

US\$31,000 - 46,000

Provenance

Private Collection. Channel Islands

We are grateful to Fred Meijer for confirming the
attribution and for suggesting a date of circa 1630.





(Actual size)

42 *

WILLEM VAN MIERIS THE ELDER (LEYDEN 1662-1747)

Portrait of a young man, bust-length, in blue and white,
before a landscape
signed and dated 'W.van/Mieris/Fec 1683' (on tree, centre left)
oil on panel, oval
10.1 x 7.9cm (4 x 3 1/8in).

£4,000 - 6,000

€5,600 - 8,400

US\$6,100 - 9,200

Provenance

Private Collection, Channel Islands

Other properties

43

DUTCH SCHOOL, CIRCA 1640

Portrait of a young gentleman, standing three-quarter-length, in grey with silver bows, holding a hat, beside a table draped with a red cloth
oil on copper

10.2 x 7.9cm (4 x 3 1/8in).

£5,000 - 7,000

€7,000 - 9,700

US\$7,700 - 11,000



44

CIRCLE OF KAREL VAN MANDER III (DELFT 1609-1670 COPENHAGEN)

Portrait of a gentleman, possibly King Christian IV of Denmark, standing full-length in black, beside a table draped with a red cloth
oil on copper

20.4 x 13.4cm (8 1/16 x 5 1/4 in).

£4,000 - 6,000

€5,600 - 8,400

US\$6,100 - 9,200





45

45

**STUDIO OF ANTONIO JOLI
(MODENA CIRCA 1700-1777 ROME)**

Isola Bella, Lake Maggiore, with the Isola Madre in the distance
oil on canvas

58.2 x 105.6cm (22 15/16 x 41 9/16in).

£10,000 - 15,000
€14,000 - 21,000
US\$15,000 - 23,000

Seen from the South, the present work takes in both Isola Bella and Isola Madre in the Golfo Borromeo of Lake Maggiore. The latter island, the largest of the archipelago, was the first to be acquired by the Borromeo family in 1501. The following century Carlo III Borromeo decided to develop the smaller island and named it Isola Isabella in honour of his wife Isabella d'Adda. His son Vitaliano then commissioned the construction of the palace and imported vast quantities of earth to build the ten terraces that make up the garden.

46

**CIRCLE OF ANTONIO JOLI
(MODENA CIRCA 1700-1777 ROME)**

View of Isola Bella; and View of Isola Madre
a pair, oil on canvas

68.4 x 109.6cm (26 15/16 x 43 1/8in). (2)

£15,000 - 20,000
€21,000 - 28,000
US\$23,000 - 31,000



46



**Property from The Royal Blackheath Golf Club
(lots 47 and 48)**

47^W

**LEMUEL FRANCIS ABBOTT
(LEICESTERSHIRE CIRCA 1760-1803 LONDON)**

Portrait of Henry Callender standing full-length in a landscape in the attire of Captain General of the Blackheath Golf Club, holding a wooden headed spoon with a metal headed blade putter by his side oil on canvas

223 x 137.8cm (87 13/16 x 54 1/4in).

£600,000 - 800,000

€840,000 - 1,100,000

US\$920,000 - 1,200,000

Provenance

The Royal Blackheath Golf Club, possibly since 1812

Engraved

William Ward, mezzotint, commissioned by the Royal Blackheath Golf Club in 1812 (fig. 1)

Literature

D. McDonough and P. Georgiady, *Great Golf Collections of the World*, South Carolina, 2013, ill.

This much celebrated golfing portrait depicts Henry Callender, a prominent English golfer in the late 18th century. It clearly enjoyed great success in its own day, as a mezzotint print of the portrait was issued in 1812 and helped to make the image famous, being further widely circulated when the mezzotint was reproduced in colour by various publishers 100 years later. It is unclear precisely when the Club acquired the present portrait but a note in the Club's minutes of 1812 refers to the carried proposal on the 4 June 1808 that after drinking his memory 'in affectionate silence ... Mr Callenders portrait might be procured for the purpose of having an Engraving executed'. There is a reference to the painting being in the Club's collection in a poem by the Club member and Club poet laureate, Thomas Marsh, read out at a dinner of the Club at the Cannon Street Hotel on 9 April 1870. This appears in *Blackheath Golfing Lays*, a collection of his poems published by Marsh in 1873:

*'See where the moon shines in its brightest splendour
Upon the portrait of Callender.'*

Today golfing enthusiasts around the world know it as one of the earliest major golfing portraits in existence and one of the most iconic. The sitter is depicted in the Captain General's uniform of the Blackheath Society of Golfers. This style of uniform is still worn by the present Captains of the Club on formal occasions.

There are two antique golf clubs featured within the painting. Callender is holding in his right hand a mid 18th century large stout spoon with an exaggerated rounded back. The artist has shown the rear of the club with its large area of lead back weight. To Callender's left is his metal headed blade putter with wrap round leather grip. The Club has always understood this to be the putter that is offered as the following lot in this sale.

The medal that Henry Callender is wearing round his neck is what in 1802 became the Field Marshal's medal on the inauguration of the first holder of that office. The term Field Marshal was used at the Royal Blackheath before the military use of the title in the British army. The term related to the Marshal's role supervising the cutting of the holes in the course at Blackheath which were not permanent and varied from game to game.



fig. 1 William Ward, Henry Callender, mezzotint, 1812





fig. 2 Memorial to Henry Callender, Wren's Church of Saint Peter's Cornhill

Although the portrait is not dated, his first appointment as Captain in 1790 coupled with Abbott's retirement date of 1798 give us the dates within which the portrait must have been painted.

In the earliest written reference to the Blackheath Society 'The Goff Match, a Poem' (the Club had its own poet laureate) dated 5 March 1783 the final line makes reference to Callender:

'And last of all CALLENDER, the Club's Secretaire.'

Callender was Secretary from 1783 to 1790, 1796 to 1800 and 1802 to 1805. As the Secretary his was the second name (after the Captain, Coll Turner) to appear in the list of 55 subscribers within the Club's 1787 Cash Book. As well as being the Club's secretary for seventeen years he was also Captain of the Club on no less than three occasions - 1790, 1801 and 1807. When Callender took the Captaincy for the third occasion on 11 July 1807, the members held him in such high esteem that he was given the rank of Captain General, a title conferred on a member for exceptional service to the Club. This was a stop-gap title, one below that of the highest office, Field Marshal, and was not conferred again until 1973. This incident, which post-dated the death of Abbott in 1803 means that the second epaulet in the present portrait must have been added later, since we know that on this occasion James Walker (Captain in 1783) and Peter Laurie 'took the opportunity of expressing the regard and affections of the Club to the Chairman, by placing upon his shoulder an additional Epaulet, &

his Health under the appellation of 'Captain General' was drunk with great applause."

From what we read about Harry Callender we can picture an expatriate Scot who was both connoisseur and sociable bon-viveur; a character who would most surely have enjoyed the last two hundred years in which he had the privilege of looking down on the Royal Blackheath's famous 'Wee Dinners' in which haggis, a quaich of whisky, much toasting and often a song or two have been enjoyed before guests and members are invited to show off their pitching skills in a game of closest to the hole, played from the dining room table, through the window to the 18th green below.

A charming letter from Callender was copied into the Society's minutes, dated 24 August 1801, thanking a John Henderson for a generous donation:

'I have only now, Sir, to mingle my personal Congratulations with all those of your other Friends in the Society & to say in the words of the Golf Poet that whenever your avocations or pleasurable leisure Hours will permit you to participate in our favourite exercise - may -

*"Your Balls as they fly , & whiz thro the air
Knock down the Blue devils - dull Sorrows & Care
May your Health be preserv'd with the Strength
active & bold
- and may you -
Long traverse the Green & forget to grow old."*

*is the unfeigned wish of your affectionate Friend & most obedient humble Servant
Henry Callender'*

Although nothing is recorded in the records of the Club regarding Henry Callender's identity, from his will of 1807 we can establish that he was a merchant with lodgings in Cornhill and was the uncle of the lawyer, William Grant of Rockville, who was one of his executors, as well as being one of his creditors. Henry (or Harry, as he was known to his nephew) appears to have had no children and the first legacy he lists in his will was 'fifty pounds to the Goff Club' (the equivalent of £35,000 today; National Records of Scotland GD113/5/10b). Henry lived at 28 Cornhill, between the Bank of England and the Royal Exchange and there is a memorial to him in Wren's church of Saint Peter's Cornhill (fig. 2), stating that he was interred in the South Aisle and died on the 3 December 1807.

Harry's nephew, William Grant of Rockville in North Berwick and Congleton in East Lothian, who died in 1821 was also his chief beneficiary and was evidently close to his kinsman, with whom he socialised in London. A letter from him conveys to us how in March 1799 after a frustrating interview with the Prime Minister, William Pitt the Younger, who refused to listen to his proposal for the transfer of some unspecified office, Grant sought the company of his uncle with



whom he dined at Billingsgate ‘& the Fish is smoking on the table.’ Another letter written in January 1792 gives us a glimpse of Harry’s warm and clubbable loyalty towards his friends: ‘I was this morning at the burial of a friend of my uncles who died at Hackney & was amus’d with the account of a scene that happened respecting the funeral the day before. The undertaker came to Harry who had given him orders & told him the burial must be delay’d till 4 oclock as the parson said he would see him damn’d before he read any funeral service at one being particularly engag’d that hour to a turkey & chine [sic]. Callender upon this flew in such a rage at the undertaker as made him think it prudent to decamp with the utmost precipitation & in a few hours after he reciv’d a note from him that he had with much difficulty prevaild with the parson who accordingly went thro’ the service with tolerable decorum tho’ under evident apprehensions of the turkey’s being over roasted.’

William also shared his uncle’s love of portraiture. He had George Romney paint his children and most famously commissioned Gilbert Stuart to paint him skating on the Serpentine in Hyde Park in 1782 (fig. 3). This innovative portrait established Stuart’s career: the artist later said that he had been ‘lifted into fame by a single picture’. *The Skater* (now in the National Gallery of Art, Washington) is also believed to have influenced Henry Raeburn’s celebrated masterpiece, *The Skating Minister*.

Henry Callender’s precise family origins are not known but since he was a merchant whose sister married a landowner in East Lothian he would most probably have begun his career in Edinburgh and moved to London at some point to further his trade. A relationship to the Callenders of Craigforth would appear to be most likely. The only Henry Callenders whose births were registered in the 18th century in either Scotland or England were Henry son of James Callender and Janet Edie (christened 1715) and Henry son of William Callender and Isabel Aikin (christened 1722). Both were in Falkirk in Stirlingshire and Craigforth is on the northern outskirts of Stirling. James was the prominent Craigforth family Christian name and intriguingly George Edward Cockagne’s *Complete Baronetage* mentions two missing generations of Callenders of Craigforth at this period: between John Callender of Craigforth (1722-1789) and James Henry Callender of Craigforth (1803-1851). Not only the naming pattern but the family’s status would be consistent with a member of this family’s sister marrying a Grant of Congleton.

In 1934 the renowned golf correspondent of *The Times*, Bernard Darwin wrote in *The American Golfer*, ‘The other day I had the honour and pleasure of dining with the Blackheath Golf Club, the oldest golf club in the world...’. Before the Union of the English and Scottish crowns in 1603 few outside Scotland had ever heard of this outlandish game. From James IV of Scotland to James VII of Scotland and II of England every reigning monarch of the Stuart line was a golfer. Mary Queen of Scots was famously observed playing golf in the fields beside Seton a few days only after her husband, Darnley’s murder in 1567. James VI of Scotland and his many courtiers are believed to have brought their golf clubs with them to London when he succeeded Elizabeth I in 1603. They would certainly have played at the Royal Park of Greenwich, which was a favourite palace of James, where he commissioned Inigo Jones to build the Queen’s House for his wife, Anne of Denmark. It is also

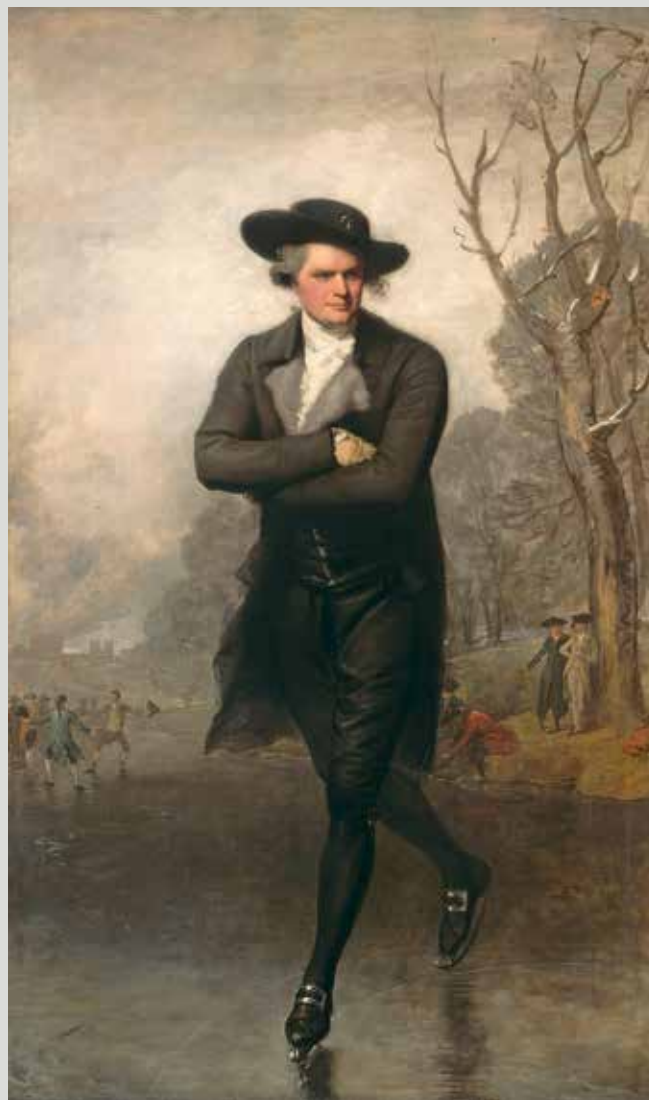


fig. 3 Gilbert Stuart, *The Skater* (Portrait of William Grant) 1782 / National Gallery of Art, Washington DC, USA © Bridgeman Images

thought that by climbing to the higher ground at Blackheath, just outside Greenwich Park at the top of the southern slope these courtiers were able to find what space they needed and the perfect conditions in which to pursue their sport. It has further been scurrilously suggested that the Heath was the only rent-free piece of ground that the Scots could find!

According to the Royal Blackheath the Club was ‘instituted’ in 1608. Although the origin of this date is not known for certain, it is thought





The Clubhouse, Royal Blackheath Golf Club

to have derived from an incident involving James's son, Henry, Prince of Wales, playing golf, believed to have taken place in Greenwich in 1608 or earlier, for which there is documentary evidence. In a letter to his friend, Monsieur de Puisieux, dated 3rd October 1606, the French Ambassador, Monsieur de Borderie, wrote of Henry: 'He plays willingly enough at tennis and at another Scots diversion very like Mall; but this always with persons older than himself, as if he despised thoes of his own age.' A further reference to Henry on the links states '... for when the prince was playing golf, and having warned his tutor [Adam Newton] who was standing by in conversation that he was going to strike the ball, and having lifted up the golf-club, some one observing, "Beware, sir, that you hit not Mr. Newton!" the Prince drew back the club, but smilingly observed, "Had I done so, I had but paid my debts."'

The Club mentions that items in their possession suggest that a date of 1745 may have been the inauguration of a collection of players into a formalised Club. The idea that the first golf club could be English, and not Scottish, is therefore not as unlikely as it at first sounds. In Edinburgh there were plenty of golfers and arrangements for a game would have been easy to make. Blackheath is several miles outside the City of London and to get there in Stuart times would have meant

significant travel arrangements, such as being ferried by watermen to Greenwich. Thus the reduced number of golfers and the geography could easily have produced more organisation sooner.

The earliest public notice of a Blackheath golfing event dates to 1766 and the earliest written evidence in possession of the Club is the aforementioned Cash Book dated 1787 giving details of the "Subscribers of the Goff Club for 1787" which includes Henry Callender. Of these 55 members the vast majority were Scottish merchants or brokers, such as Callender and his predecessor as Captain, William Innes, with many of them living near the heath. The timing from the 1760s makes perfect sense from an historical perspective: with the recent patronage of George III's prime minister and favourite, the Marquis of Bute (who inspired many of Gillray's cartoons lampooning the Scots), with the Edinburgh Enlightenment and with the significant part the Scots were beginning to play during the Napoleonic Wars, this was the time - rather than the Union of Crowns in 1603, or the political Union of 1705 - when the Scots were beginning to integrate significantly with the English. Henry Callender, William Innes, William Grant and indeed the Royal Blackheath itself perfectly illustrate Professor Linda Colley's remark in her acclaimed book, *Britons*, that the Scots were not just passively assimilated into



the British state system, but brought their own ideas and prejudices to bear on the business of being British. The other oldest golf clubs include The Honourable Company of Edinburgh Golfers; The Royal and Ancient Golf Club of Saint Andrew's; The Royal Burgess Golfing Society and The Bruntsfield Links Golfing Society.

Another work that is celebrated as a Blackheath golfing image is the 1788 portrait known as *The Blackheath Golfer*, the mezzotint of which was first published in 1790 (fig. 4). Also painted by Abbott it shows the Club Captain, William Innes, the son of a banker who was born in Edinburgh in 1719, and his caddie on the Heath and was dedicated 'To the Society of Goffers at Blackheath'. According to

different accounts, the original oil painting was either destroyed with the Blackheath Club's early records in an 18th century fire, or during the Indian Mutiny of 1857.

Abbott was a Leicestershire-born portraitist who studied under another painter of portraits and figure subjects, Francis Hayman. By 1784 Abbott was known to be working in London and was exhibiting portraits at the Royal Academy by later that decade. He had a successful studio and a good line of patronage from naval officers and government officials – indeed one of his best known commissions was for a portrait of the naval hero Horatio Nelson. His ill-health led to his retirement from painting around 1798.



fig. 4 The Blackheath Golfer, mezzotint, 1790



48

**AN EXTREMELY RARE
IRON HEADED PUTTER**

circa 1780

With plain face, a 6 inch well-knurled
hosel and suede grip.

*87.7 cm (34½ in) in length; weighs 1¾ lb.
and the face measures 6.4 x 3.7 cm (2½ x 1½ in).*

£50,000 - 80,000

€70,000 - 110,000

US\$77,000 - 120,000

Provenance

The Royal Blackheath Golf Club

This putter from the collection of the Royal Blackheath Golf Club is thought by the Club to be the one illustrated in Lemuel Francis Abbott's portrait of Henry Callender: it is shown resting against the stone column in the painting offered as the previous lot in this sale.

This forged metal headed putter is one of only a few known to have existed at the turn of the 18th Century; traditionally the putter in the feather ball era had a long nosed wooden head. This Royal Blackheath putter is similar in shape and age to the late 18th /early 19th century 'Royal Perth' putter (Sale, The Royal Perth Golfing Society, Christie's, 7 July 1998, lot 80 from The Jaime Ortiz-Patino Collection, sold for £106,000; Christie's, 30 May 2012, lot 26, sold for £55,000). Other surviving late 18th Century metal headed putters include The Royal Musselburgh iron putter and The Los Angeles Country Club iron putter with a 14.7 cm (5¾ in) length hosel, both clubs dating to 1800.







Other properties

49

STUDIO OF RACHEL RUYSCH (AMSTERDAM 1664-1750)

Roses, a tulip, a poppy, nasturtiums, marigolds and other flowers in a vase, and a butterfly on a partly draped marble ledge
oil on canvas

63.5 x 54.5cm (25 x 21 7/16in).

£5,000 - 7,000

€7,000 - 9,700

US\$7,700 - 11,000

Provenance

Sale, Sotheby's, London, 15 April 1981, lot 81 (as Verelst)

Sale, Christie's, South Kensington, 5 July 2000, lot 347

The present work follows an early painting by Ruysch of circa 1683-5 now in the Baroda Picture Gallery, Vadodara, India. This latter painting, which has a false van Aelst signature and date of 1659, has recently been restored to the *oeuvre* of Rachel Ruysch by Dr Marianne Berardi. There are differences between the two works such as the addition of the large tulip and the cloth on the table in the present work. Dr Berardi and Fred Meijer have both inspected the current still-life in the flesh and believe it to be the work of a contemporary of Rachel Ruysch.



50

ELIAS VAN DEN BROECK (ANTWERP 1649-1708)

Tulips, morning glory, narcissi and other flowers in a glass vase
on a stone ledge

oil on canvas

79 x 63.4cm (31 1/8 x 24 15/16in).

£6,000 - 8,000

€8,400 - 11,000

US\$9,200 - 12,000

We are grateful to Fred Meijer for confirming the attribution to
Elias van den Broeck on the basis of colour photographs.



51
**WORKSHOP OF MATHIEU LE NAIN, CALLED LE CHEVALIER
(LAON 1607-1677 PARIS)**

Le Dejeuner Rustique
oil on canvas
82 x 102.4cm (32 5/16 x 40 5/16in).

£20,000 - 30,000
€28,000 - 42,000
US\$31,000 - 46,000

Provenance

With Galerie Charpentier, Paris, by 1954
Mr Sambon, Biarritz, from whom
purchased by the present owner's father

Exhibited

Paris, Petit Palais, *Le Nain. Peintures, dessins*,
1934, no. 60 (as 'atelier de Le Nain')

Literature

P. Fierens, *Les Le Nain*, Paris, 1933, ill. pl. LXIX
(with the location erroneously given as Detroit Institute of Arts)
J. Thullier, *Les frères Le Nain*, Paris, 1978, p. 270, under cat. no. 55

The original version by Le Nain, which is on canvas, 87.5 x 109 cm.,
is in the Detroit Institute of Arts, Inv. no. 28.123.



52

**JEAN-BAPTISTE BELIN DE FONTENAY
(CAEN 1653-1715 PARIS)**

Poppies, narcissi, orange blossom and other flowers in a bronze
urn with auriculas on a stone ledge draped with a green cloth
oil on canvas

67.2 x 80.5cm (26 7/16 x 31 11/16in).

£7,000 - 10,000

€9,700 - 14,000

US\$11,000 - 15,000



53

53
**ATTRIBUTED TO PHILIPS I DE MOMPER
 (CIRCA 1598-CIRCA 1634 ANTWERP)**

Figures in a river landscape before a village
 oil on panel
 45.3 x 80.8cm (17 13/16 x 31 13/16in).

£6,000 - 8,000

€8,400 - 11,000

US\$9,200 - 12,000

A copy of a certificate dated 31 January 2014 is available in which Dr. Klaus Ertz confirms that the present painting is an original work by Philippe de Momper, executed in the late 1620s in Antwerp.

54

LUCAS VAN UDEN (ANTWERP CIRCA 1595-CIRCA 1673)

An extensive landscape with a rainbow, a shepherd and shepherdess in the foreground with their flock; and An extensive river landscape with figures on a country path, a church in the distance a pair, oil on canvas
 39.2 x 62cm (15 7/16 x 24 7/16in). (2)

£10,000 - 15,000

€14,000 - 21,000

US\$15,000 - 23,000



54



55

55

FLORENTINE SCHOOL, 16TH CENTURY

The Presentation of Christ in the Temple

oil on panel, shaped

50.1 x 84.8cm (19 3/4 x 33 3/8in).

with integral frame

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000

56

MASTER OF PEREA (ACTIVE VALENCIA, CIRCA 1490-1510)

A young warrior saint with an elderly bearded man enthroned

in an interior, with symbols of the Passion of Christ

tempera on gold-ground panel

83.4 x 70.1cm (32 13/16 x 27 5/8in).

£25,000 - 35,000

€35,000 - 49,000

US\$38,000 - 54,000

The Master of Perea, who is also known as the Master of Valencia of 1485, takes his name from the *Altar of the Three Kings or Perea Epiphany* in the Convent of Santo Domingo de Valencia (now in the Museum of Fine Arts in Valencia). The chapel was funded in 1491 by Violante of Santa Pau, widow of Pedro de Perea. The profuse use of gold brocade and of decorative details such as those employed by artists of the Italian *Quattrocento* are also evident in the Master's later *Visitation* in the Museo del Prado, Madrid.





57

**CIRCLE OF GUILLAUME COURTOIS,
CALLED GUGLIELMO CORTESE (1628-1679)**

Portrait of a gentleman, bust-length, in black costume
with a white lace collar

oil on canvas

51.6 x 37.6cm (20 5/16 x 14 13/16in).

£5,000 - 7,000

€7,000 - 9,700

US\$7,700 - 11,000

Provenance

The Collection of the late Viscount Rothermere
His sale, Christie's, London, 19 December 1941,
lot 134 (as Circle of Simon de Vos)
The Collection of Edward and Maria Goldberger



58

**ATTRIBUTED TO GIACOMO CERUTI CALLED IL PITOCHETTO
(MILAN 1689-1767)**

Portrait of a priest, half-length, in black and holding a book
oil on canvas, oval
95.8 x 72.6cm (37 11/16 x 28 9/16in).

£12,000 - 18,000

€17,000 - 25,000

US\$18,000 - 28,000

Provenance

Sale, Gilberto Algranti & C. SPA, Bologna, 18 March 1989,
lot 54 (as Giacomo Ceruti), where purchased by the present owner

59

MICHELE MARIESCHI (VENICE 1710-1743)

A river *capriccio* with a triumphal arch and figures on a ferryboat; and
A *capriccio* with figures before a portico and a ruined arch beyond
a pair, oil on canvas
41 x 68cm (16 1/8 x 26 3/4in). (2)

£80,000 - 120,000

€110,000 - 170,000

US\$120,000 - 180,000

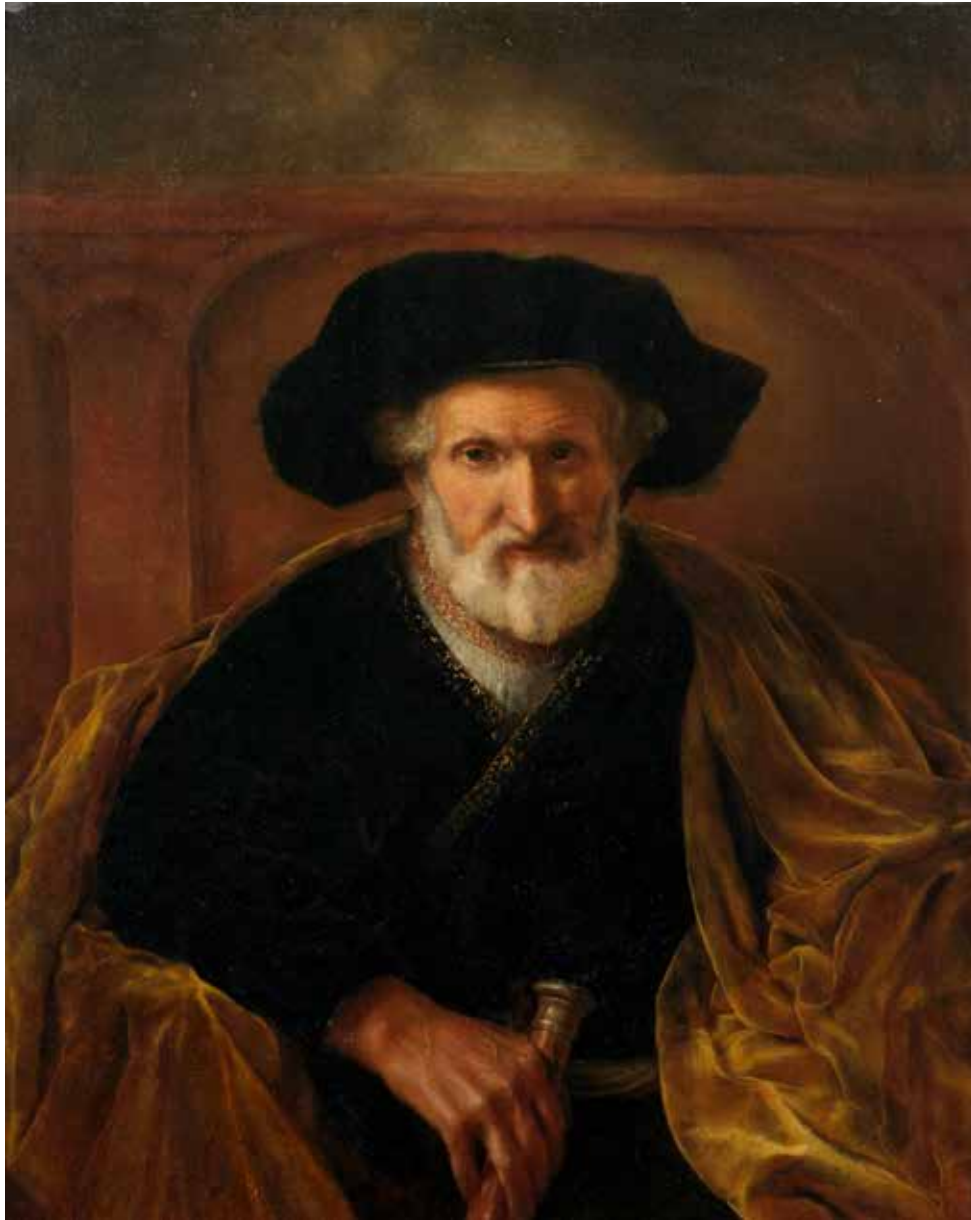
Provenance

Purchased by the present owner's grandparents in the 1930s and
thence by descent

We are grateful to Charles Beddington and Ralph Toledano who both
believe these paintings to be fully autograph works by Marieschi
(Toledano on the basis of photographs). Charles Beddington, who
has inspected the paintings firsthand, has suggested that Francesco
Zugno (circa 1708-1797) is responsible for the figures, which would
suggest that they date from early on in Zugno's career.

A further version of the former *capriccio* of similar dimensions but with
differences in the figures and other details is in a private American
collection (see: R. Toledano, *Michele Marieschi. L'opera completa*,
Milan, 1988, p. 132, C.20, ill. p. 48 and p. 132).





The Property of a Collector, Illinois

60 *

SIR GODFREY KNELLER (LÜBECK 1646-1723 LONDON)

Portrait of a wealthy merchant, half-length, seated in black costume
oil on canvas

79.8 x 67.8cm (31 7/16 x 26 11/16in).

£6,000 - 8,000

€8,400 - 11,000

US\$9,200 - 12,000

Provenance

Paul Rodman Mabury, Los Angeles

By whom given to the Los Angeles County Museum of Art,
Los Angeles, 1939 (acc. no. A.4590.39-15)

Sale, Christie's, New York, 23 March 1984, lot 153 (as Salomon
Koninck), where purchased by the present owner's late father

Literature

Los Angeles County Museum, *Catalogue of Paintings II: Flemish,
German, Dutch and English Paintings XV-XVIII Century*, Los Angeles,
1954, p. 64, cat. no. 69, ill (as by Karel van der Pluym)
W. Sumowski, *Gemälde der Rembrandt-Schüler*, vol. V, Landau-Pfalz,
1983, p. 3105, cat. no. 2109, ill., p. 3247
D.de Witt, L.van Sloten, J.van der Veen, *Rembrandt's late Pupils*,
Amsterdam, 2015, ill., p. 115, cat. no. 27

Exhibited

Los Angeles, Los Angeles County Museum of Art, loan exhibit, 1937
Amsterdam, Museum het Rembrandthuis, *Rembrandt's Late Pupils -
Studying under a Genius*, 12 February- 17 May 2015



Other properties

61
BENJAMIN GERRITSZ. CUYP (DORDRECHT 1612-1652)

Tobit and his Son
oil on panel
44.5 x 37.5cm (17 1/2 x 14 3/4in).

£7,000 - 9,000
€9,700 - 13,000
US\$11,000 - 14,000

Provenance
Private Collection, New York



62

CIRCLE OF GIULIO ROMANO (ROME CIRCA 1499-1546)

Saint George and the Dragon
oil on copper
56.5 x 43.2cm (22 1/4 x 17in).

£5,000 - 7,000

€7,000 - 9,700

US\$7,700 - 11,000



63^W

**ATTRIBUTED TO JUAN LEANDRO DE LA FUENTE
(ACTIVE GRENADA CIRCA 1630-1640)**

Christ entering Jerusalem

oil on canvas

160.6 x 212.5cm (63 1/4 x 83 11/16in).

£7,000 - 10,000

€9,700 - 14,000

US\$11,000 - 15,000



64

FLEMISH SCHOOL, 17TH CENTURY

A church interior with figures and dogs before a chapel
oil on panel

33.2 x 48.2cm (13 1/16 x 19in).

£4,000 - 6,000

€5,600 - 8,400

US\$6,100 - 9,200



65

ANTONIE DE LORME (TOURNAI 1610-1673 ROTTERDAM)

A renaissance palace interior with elegant figures

oil on panel

33.5 x 41.2cm (13 3/16 x 16 1/4in).

£6,000 - 8,000

€8,400 - 11,000

US\$9,200 - 12,000

Provenance

With Bob P. Haboldt, Inc., New York, 1985

Sale, Sotheby's, New York, 13 March 1985, lot 55

Private Collection, New York, December, 1985

With Lawrence Steigrad Fine Arts, New York

Literature

B.G. Maillet, *Intérieurs d'Eglises 1580-1720: La Peinture Architecturale des Écoles du Nord*, Wijnegem, 2012, p. 274, no. H-0581, ill.

Marijke C. de Kinkelder has confirmed the painting to be by Antonie de Lorme (private communication with vendor).

66

**ATTRIBUTED TO GASPARE DIZIANI
(BELLUNO 1689-1767 VENICE)**

The Holy Family

oil on canvas

37.6 x 29.3cm (14 13/16 x 11 9/16in).

£20,000 - 30,000

€28,000 - 42,000

US\$31,000 - 46,000

Provenance

Private Collection, France, early 20th century to early 2015

The present work displays a number of distinct characteristics that would suggest an attribution to Gaspare Diziani to be convincing. The cherubs and in particular the tilted head of the Madonna are very close in both composition and technique to the cherubs and the female figure that can be seen bottom right in Diziani's *Martirio dei rasoi* in the Cathedral, Chioggia; the facial type of the Madonna might also be compared to *La Fortezza* and *La Giustizia* in the Palazzo Spineda, Treviso; and the cherubs are also similar to those in *San Francesco di Paola*, *Sant'Antonio da Padua*, *Sant' Ambrogio adorano il Bambino Gesù* in the Chiesa di Sant' Ambrogio, Fiera di Treviso.





67

**QUIRINGH GERRITSZ. VAN BREKELENKAM
(ZWAMMERDAM CIRCA 1622-1668 LEIDEN)**

A kitchen interior with a family eating before a fire
oil on panel

54 x 78cm (21 1/4 x 30 11/16in).

£6,000 - 8,000

€8,400 - 11,000

US\$9,200 - 12,000

Provenance

The Collection of Cornelis Roos, Amsterdam, 1820

His sale, Amsterdam, 28 August 1820, lot 24 (?)

Sale, Stockholm, 2-6 April 1974, lot 705, PL22

Sale, Lempertz, Cologne, 18 November 2006, lot 1023
(sold for EUR 12,000)

Literature

A. Laisus, *Quiringh Van Brekekenkam*, Doornspijk, 1992,
p. 130, cat. no. 175

Angelika Laisus suggests a date of circa 1660 for the present work.



68^W

**STUDIO OF GERRIT VAN HONTHORST
(UTRECHT 1590-1656) AND STUDIO OF FLORIS
GERRITZ. VAN SCHOOTEN (HAARLEM CIRCA 1585-1655)**

A couple courting in a larder at a table laden with food and game
oil on canvas

130.5 x 162.5cm (51 3/8 x 64in).

£20,000 - 30,000

€28,000 - 42,000

US\$31,000 - 46,000

Provenance

Sale, Christie's, London, 17 December 1999, lot 162,
where purchased by the present owner

**CIRCLE OF FRANCISCO JOSE DE GOYA Y LUCIENTES
(FUENDETODOS 1746-1828 BORDEAUX)**

La Boda

oil on canvas

90 x 119cm (35 7/16 x 46 7/8in).

£40,000 - 60,000

€56,000 - 84,000

US\$61,000 - 92,000

The present composition is related to the tapestry cartoon for *La Boda*, now in The Prado, Madrid (oil on canvas, 170 x 398 cm., see fig. 1). This was part of a series of designs for tapestries that King Carlos IV of Spain commissioned from Goya in January 1789 to hang in his study at El Escorial. On 20 April 1790 the king specified that these should portray 'amusing country-scenes.' This was to be Goya's last series of tapestry designs. The first tapestry from the designs was woven in 1794.

Goya's published correspondence includes a letter of 3 June 1791 from Goya to his brother-in-law, Francisco Bayeu, where the painter stated that he had 'almost finished the prototype for the largest picture for the king's study' (that being *La Boda*). It has been suggested that the prototype referred to must therefore be a modello for the painting of *La Boda* that is now hanging in the Prado. It has been argued that because this prototype was described as 'almost finished' it must have referred to a painting fit to show the king which had entailed far more preparation than a rapidly executed sketch of much smaller dimensions. Furthermore, amongst the published documents relating to Goya is a receipt of 26 June 1792 from the stretcher-maker Alessandro Cittadini for payment of the stretched canvases for this series and the sixth entry on this receipt describes 'two stretchers four feet high and three feet wide, with primed canvases.' According to Cittadini's native Italian measurements, 4 feet by 3 feet (at the normal

11.73 inches to the Roman foot) would have equated to 119 x 90 cm. and the emergence of the present canvas in 1981, coupled with the absence of any other similarly-sized candidates, raised the question of whether the receipt might account for the materials used for the present work.

Given the inevitable polemic which arises when a previously unknown work is proposed as an autograph work by a major master it has been held prudent for this catalogue entry to present the evidence and to catalogue this painting as 'Circle of Francisco José de Goya.' The case that the present painting should be regarded as an autograph work by Francisco Goya has been forcefully argued in separate articles by three leading Goya scholars. The painting was first published as a work by Goya by Professor José Gudiol in January 1982 in his lengthy article discussing the relationship between the cartoon of *La Boda* in the Prado and the present painting (it was unknown to him when he wrote his four volume catalogue of Goya's paintings in 1971). Gudiol wrote: 'After simultaneously analysing both the "cartoon" of "La Boda" and the recently discovered hitherto unknown version, we can confirm with absolute certainty that Goya painted both pictures without any collaboration whatsoever.' In the same year, Eric Young, a Goya biographer and the author of monographs on Bermejo and Murillo, wrote: 'its quality leaves little possible doubt of its being an autograph work of the master'.



fig. 1 Francisco Jose de Goya y Lucientes, *La Boda* / The Prado, Madrid / © Bridgeman Images



The case that this is the *modello* for the Royal Cartoon of *La Boda* was further taken up by Professor Diego Angulo, then Director of the Prado Museum. He arranged for this to be discussed in an article which he fully endorsed and which was to be published in *Archivo Español de Arte*, of which he was editor, although his death resulted in its subsequent publication in the *Boletín Del Museo e Instituto 'Camón Aznar'* at Goya's home town of Saragossa in 1987.

While Professor Gudíol argued that the cartoon preceded the present version, Young believed the latter to have been the original version through his analysis of a number of meaningful differences. Apart from a number of *pentimenti* which were revealed by the UCL X-Ray, the major differences comprise: in the present version there are nine rather than eight stones to the left of the key-stone of the bridge whose underside also shows a different layout of the stonework; the bridge was painted in its entirety before the two conversing figures under the bridge were added; the wall on the right hand side of the present version is higher than the wall on the cartoon and has an additional protruding corner-stone; there is a larger expanse of sky in this version than in the cartoon; in the present version the coat of the father of the bride has twenty stripes whereas in the cartoon there are only fifteen; similarly the coat of the groom in the present version has ten stripes as opposed to eight similar stripes in the cartoon, where the artist appears to have been aiming for greater simplicity; finally, the kite which originally existed in this version was suppressed as has been revealed by an X-Ray. Professor Nina Mallory has suggested that this might have been because the kite-string would have created considerable difficulties for the tapestry weavers to incorporate. The kite's removal would also have enabled the artist to reduce the proportion of the sky to the bridal procession, and thus make the figures more prominent, as is the case in the Prado cartoon.

Young concluded that: 'all the differences ... are consistent with the theory that the recently-discovered version must have been the sketch or model shown to the king, who no doubt ordered that the details should be changed as seen now in the Prado cartoon ...' It is suggested that the mores of the Spanish Court at the time would have disapproved of the caricatural element in the earlier version of this unequal marriage between a beautiful young girl, perhaps pregnant, and the old man she was marrying for his money under pressure from her family. There is further evidence for such a view in the different expressions to be found on the faces of some of the principal protagonists.

Although Juliet Wilson-Bareau does not concur with this opinion, an attribution to Goya has further been widely accepted by a number of very distinguished scholars: Professors Michael Jaffe, Federico Zeri, Justus Müller-Hofstede, Seymour Slive, P.J. van Thiel, Sir Denis Mahon, James Byam-Shaw and Xavier Desparmet Fitz-Gerald are all on written record as finding the attribution to Goya convincing. Furthermore, Dr. Jose Manuel Arnaiz of the Instituto Tecnico de Expertizacion Y Reastauracion of Madrid and author of the authoritative publication *Francisco de Goya Cartones y Tapices* has written 'en la boda de cuyo autor estoy mas convencido cada vez.'

The painting was sent for technical analysis to both the UCL Painting Analysis Department of the University of London (Dr. Libby Sheldon), 1999, and to the Universidad Alfonso X el Sabio, Madrid (Dr. Enrique Parra), 2000. Dr. Sheldon's conclusion was that 'All materials, structure and methods accord with those of a work painted in the last part of the 18th Century.' Dr. Parra's report ('A Chemical and Radiographic Analysis of the Painting Materials and Techniques of the Modello for *La Boda*') concludes: 'All this evidence confirms that this painting is an original and cannot be a copy of the cartoon for *La Boda* at the Prado. Nothing has emerged which can convincingly be cited against its attribution to Goya.'

The painting originally belonged to J. Dobbs Berger, a resident of Jersey. His eclectic collection included paintings, such as by Jan Brueghel, a 1531 edition of Chaucer, important early musical instruments, rare manuscripts and a set of eight 14th century silver and enamel panels which were acquired by the British Museum at his sale.



70

FILIPPO LAURI (ROME 1623-1694)

A Bacchanale

oil on canvas

48.2 x 63.3cm (19 x 24 15/16in).

£7,000 - 10,000

€9,700 - 14,000

US\$11,000 - 15,000



71

71^W

CIRCLE OF TOMÁS HIEPES (VALENCIA CIRCA 1600-1674)

Pomegranates, pears, apples, melons and other fruit, with cabbages, artichokes, cardoons and other vegetables before vases of lilies, carnations, roses and poppies
oil on canvas

90.1 x 159.3cm (35 1/2 x 62 11/16in).

£20,000 - 30,000

€28,000 - 42,000

US\$31,000 - 46,000

72

FLEMISH SCHOOL, 17TH CENTURY

An upturned bowl of peaches, plums, grapes and other fruit with a monkey on a table; and An upturned basket of roses, tulips, marigolds and lilies with two cockerels
a pair, oil on panel

23.5 x 33cm (9 1/4 x 13in). (2)

£7,000 - 10,000

€9,700 - 14,000

US\$11,000 - 15,000

The present pair of panels is part of a group that Dr. Klaus Ertz has published as Jan van Kessel II. There is, however, no evidence that Jan van Kessel II ever painted still lifes and the fish in some of this latter group of still lifes are from the Mediterranean rather than from the North Sea. The majority of these works, moreover, is on copper and those on panel are not on oak, but on walnut. Fred Meijer has therefore suggested that they are by a Fleming or Flemish-inspired artist in Southern Europe.



73^W

**ENGLISH FOLLOWER OF ANTONIO CANAL,
CALLED IL CANALETTO, 19TH CENTURY**

The Molo with the Biblioteca Marciana,
the Punta della Dogana in the distance, Venice
oil on canvas
76.2 x 127.8cm (30 x 50 5/16in).

£30,000 - 50,000

€42,000 - 70,000

US\$46,000 - 77,000

Provenance

Possibly Private Collection, Udine
Possibly with Jacob M. Heimann, New York, 1940
Sale, Sotheby's, London, 8 March 1989, lot 74 (as William James)
With Richard Green, London (according to a label on the reverse)
Sale, Beaussant & Lefèvre, Paris, 3 December 2004, lot 20
(sold for EUR 137,000 Hammer)
Private Collection, Italy

Literature

Possibly, W. G. Constable, *Canaletto*, Oxford, 1975, p. 232,
under cat. no. 95 (c. 4) as a 'School piece'
Possibly, S. Kozakiewicz, *Bernardo Bellotto*, London, 1972,
cat. no. Z58

The present lot is accompanied by a letter from Dario Succi giving
an attribution to William James. He also suggests that this work
may be identified with that previously with Jacob M. Heimann as the
dimensions match (see **Literature**). It is, however, impossible to be
certain as the canvas is of a standard English size.





74 *

**ARCANGELO DI JACOPO DEL SELLAIO
(FLORENCE CIRCA 1477-1530)**

The Miracle of the Loaves and Fishes
tempera on linen
62.2 x 120.6cm (24 1/2 x 47 1/2in).
unframed

£15,000 - 20,000

€21,000 - 28,000

US\$23,000 - 31,000

Provenance

Robert Draper, South Miami, Florida
Private Collection, Vermont

The present work is a companion to a painting of *The Pool of Bethesda* in the Pinacoteca at Castiglion Fiorentino (Val di Chiana). Known in the past as the Master of the Miller Tondo, Arcangelo di Jacopo del Sellaio's work is often confused with that of his father, Jacopo del Sellaio, but the Master has been recently identified by Nicoletta Pons as Arcangelo. ("Arcangelo di Jacopo del Sellaio," *Arte cristiana* 84, no. 776 September-October 1996, p. 374-88).

We are grateful to Everett Fahy for confirming the attribution to Arcangelo di Jacopo del Sellaio (private communication, 2011).



75

CIRCLE OF AMICO ASPERTINI (BOLOGNA 1474-1552)

Portrait of a lady, bust-length, in a red dress
oil on panel

32.2 x 21.5cm (12 11/16 x 8 7/16in).

£6,000 - 8,000

€8,400 - 11,000

US\$9,200 - 12,000

Provenance

Sale, Christie's, London, 19 June 1942, lot 130
The Collection of Edward and Maria Goldberger

76^W

PIETER CLAESZ. (BURGSTEINFURT 1597-1660 HAARLEM)

Pewter dishes of crabs and oysters with a tray of *roemers* and a basket of peaches and grapes along with other objects on a draped table
signed with initials and dated 'PC/ 1657' (centre left)
oil on canvas
106 x 136.4cm (41 3/4 x 53 11/16in).

£60,000 - 80,000

€84,000 - 110,000

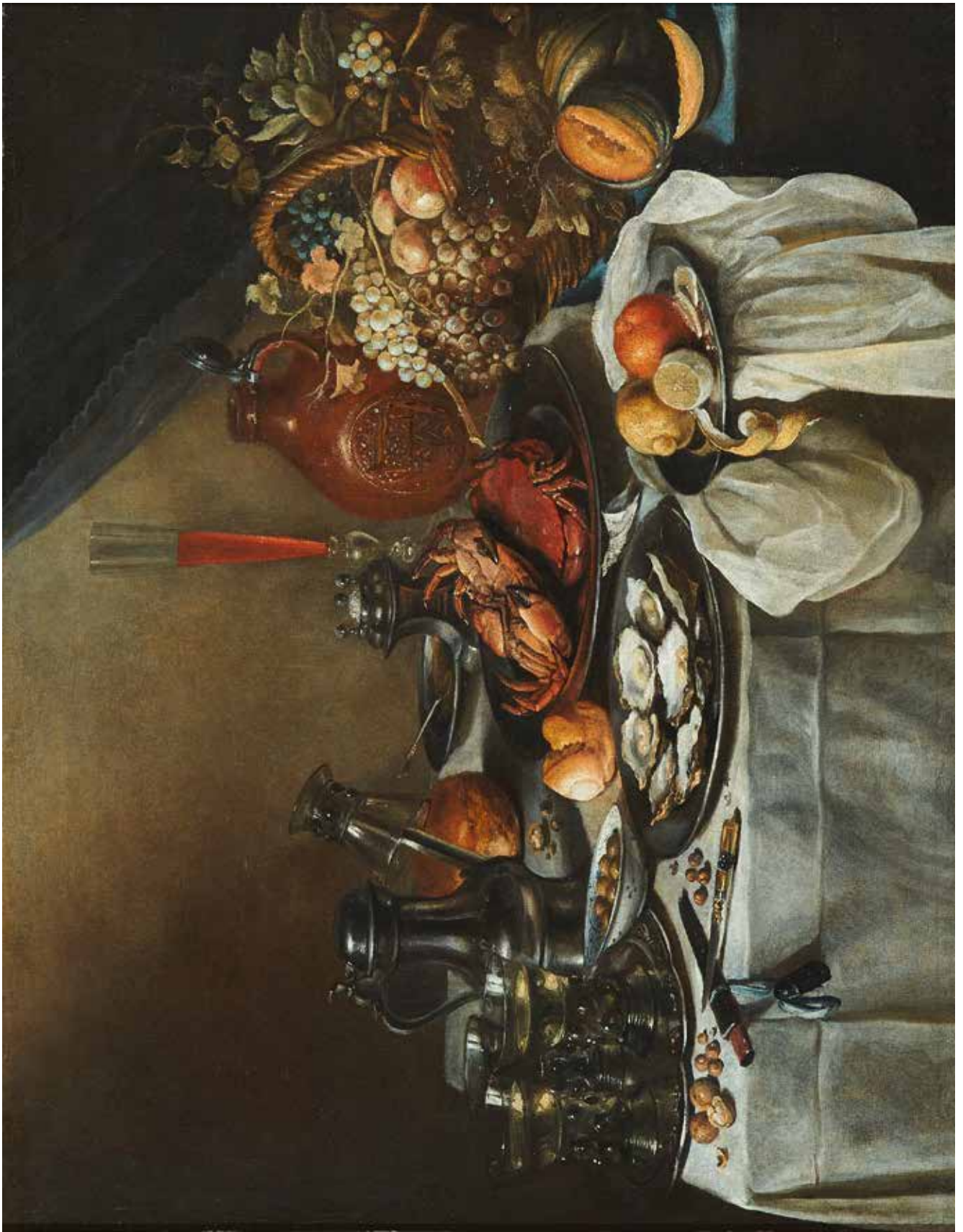
US\$92,000 - 120,000

Provenance

Private Collection, Switzerland, late 19th century
Sale, Koller, Zurich, 18 September 2007, lot 3054

Dr. Martina Brunner-Bulst describes this recently discovered, unusual and large still life as 'an excellent example of the late work' of the Haarlem still life painter, Pieter Claesz., 'harmoniously composed and executed with verve' and suggests that it was probably painted at the request of a rich Dutch burger.

The present still life is an impressive example of Claesz.'s more ambitious still lifes from the latter part of his career. Until the 1640s the artist generally painted small and middle-sized pictures, but after this date the influence of Flemish still life painters together with new-found wealth and peace encouraged the production of larger and richer compositions in the northern Netherlands. Between 1644 and 1653 Claesz. painted ten large-scale banquet still lifes. The largest of these, from circa 1648 clearly influenced the present 1657 picture. The present composition may be compared to the artist's still lifes of 1650 in Houston and 1652 in Dundee, which like our picture, were executed solely by Claesz.. Both incorporate similar motifs to those seen here, such as the silver plate, the ink well and the overturned glass. The altered higher viewpoint that is used in the present composition, however, is noticeable when compared, for example to the 1653 still life in the Wallraf-Richartz Museum in Cologne. In the latter we find the same motif of the hanging curtain, together with musical instruments and music books which are taken from an engraving by Dirck Matham of 1622. Claesz. appears to have kept this engraving in his studio, quoting its various motifs throughout his career. In the present work of 1657 we can see elements from this engraving, such as the tray of glasses in front of the ink well.





77

**ATTRIBUTED TO NICHOLAS HENRY JEAURAT DE BERTRY
(PARIS 1728-CIRCA 1796)**

Asparagus, an onion, garlic, butter in a bowl
and flowers in a glass vase, on a marble ledge
oil on canvas laid down on panel
25.5 x 36cm (10 1/16 x 14 3/16in).

£5,000 - 7,000

€7,000 - 9,700

US\$7,700 - 11,000

Provenance

Professor Kurt Bauch (1898-1975), Freiburg-im-Breisgau
Sold by his Heirs, Sotheby's, London, 15 April 1999, lot 84
(for £16,000)
Private Collection, Europe



78 *

**ATTRIBUTED TO PIERRE NICOLAS HULLIOT
(PARIS 1674-1751)**

Roses, tulips, narcissi and other flowers in a vase with an armillary
sphere, a violin and other instruments on a draped stone ledge
oil on canvas

56.6 x 86.2cm (22 5/16 x 33 15/16in).

£7,000 - 10,000

€9,700 - 14,000

US\$11,000 - 15,000

The Property of a Collector, USA

79 *

JOHANNES CORNELISZ. VERSPRONCK (HAARLEM CIRCA 1606-1662)

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

£120,000 - 180,000

€170,000 - 250,000

US\$180,000 - 280,000

Provenance

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

Literature

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

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

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





Other properties

80

HENDRIK JACOBSZ. DUBBELS
(AMSTERDAM CIRCA 1620-1676)

A beach scene with small craft in a calm sea

signed 'Dubbels.' (lower right)

oil on canvas

64.2 x 100.9cm (25 1/4 x 39 3/4in).

£10,000 - 15,000

€14,000 - 21,000

US\$15,000 - 23,000



81

THOMAS WYCK (BEWERWYCK 1616-1677 HAARLEM)

Figures cooking and cleaning in a courtyard

oil on panel

35 x 46.5cm (13 3/4 x 18 5/16in).

£5,000 - 7,000

€7,000 - 9,700

US\$7,700 - 11,000

Provenance

Squindo sale, Helbing, Munich, 22 June 1903,

126 (as signed and dated 1663)

Sale, Sotheby's, London, 1 April 1992, lot 47

Sale, Sotheby's, Olympia, 24 April 2007, lot 232

82 *

APOLLONIO DOMENICHINI

**ALTERNATIVELY IDENTIFIED AS THE MASTER OF THE
LANGMATT FOUNDATION (ACTIVE VENICE CIRCA 1740-1760)**

Piazza San Marco, Venice; and The Rialto Bridge, Venice

a pair, oil on canvas

34.4 x 55cm (13 9/16 x 21 5/8in). (2)

£30,000 - 50,000

€42,000 - 70,000

US\$46,000 - 77,000

We are grateful to Charles Beddington for confirming
the attribution on the basis of colour photographs.





83

SPANISH SCHOOL, 18TH CENTURY

A pair of *trompe l'oeils* with a painting attached to a wooden wall with a comb and letters held by a ribbon below

a pair, oil on canvas

53.4 x 41.5cm (21 x 16 5/16in) and 52.3 x 41.5cm (20 9/16 x 16 5/16in) (2)

£7,000 - 10,000

€9,700 - 14,000

US\$11,000 - 15,000





84

**GIACINTO DIANO, CALLED IL POZZULANIELLO
(POZZUOLI 1731-1803 NAPLES)**

The Judgement of Paris

oil on canvas

75.4 x 109.9cm (29 11/16 x 43 1/4in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

Sale, Sotheby's, New York, 28 January 1999, lot 453

We are grateful to Prof. Nicola Spinosa who has confirmed the attribution to Diano on the basis of a colour photograph and for suggesting a date of the late 1770s or early 1780s. The gold arabesque design around the painting is most probably by a different painter specialised in this discipline such as Gaetano Magri who decorated the royal palace of Caserta.

**ATTRIBUTED TO DIRK DE QUADE VAN RAVESTEYN
(NORTHERN NETHERLANDS CIRCA 1565-1619 PRAGUE)**

The Feast of the Gods

oil on canvas

72 x 108.2cm (28 3/8 x 42 5/8in).

£25,000 - 35,000

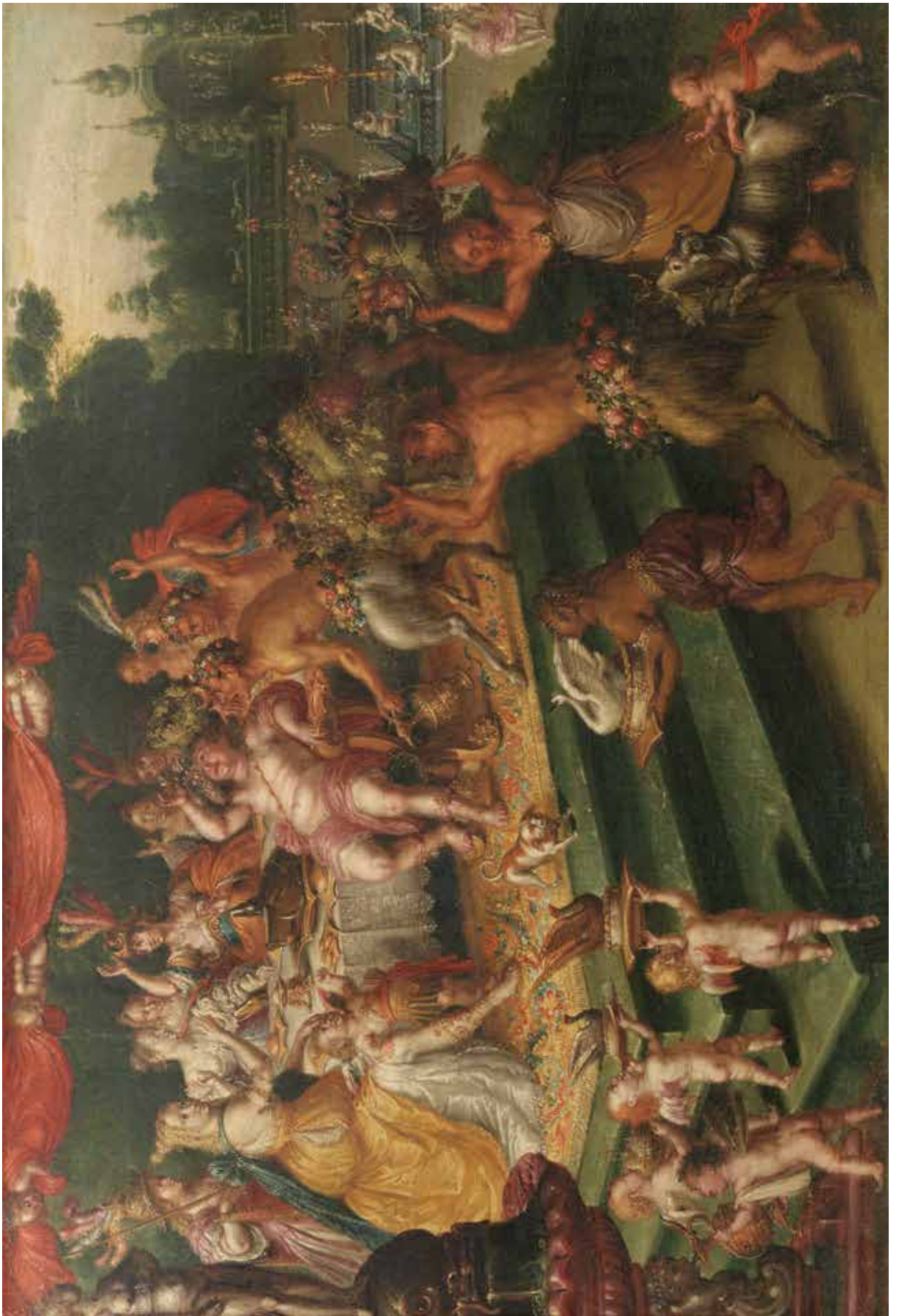
€35,000 - 49,000

US\$38,000 - 54,000

The putti in the present work are identical in their treatment to those in a painting of *The Instruments of the Passion* which is in the Národní Gallery in Prague (see fig. 1). This was first attributed to Dirck de Quade van Ravesteyn by Dr. Eliška Fučíková. Although Erwin Neumann, who first published the work, mentions more recent doubts about the attribution that suggest that the painter may be sought in van Ravesteyn's circle, Thomas da Costa Kaufmann writes that "it is, however, unclear who other than Van Ravesteyn such an artist could be, and comparison of the figure types and brushwork with those of the *Allegory on the Reign of Rudolf II* [also in the Národní Gallery] confirms Dr. Fučíková's attribution. The angels seem particularly close to the nubile winged genius in the *Allegory*, and the cherubs resemble their counter-parts there. Both pictures are painted with delicate touches used to model flesh, and with broader and heavier handling in the drapery." (T. da Costa Kaufmann, *The School of Prague*, Chicago, 1988, cat. no. 16.9, p. 223)



fig. 1 Dirck de Quade van Ravesteyn, *The Instruments of the Passion* / Národní Gallery, Prague



86

JOHANN AMANDUS WINCK (EICHSTÄTT 1748-1817 MUNICH)

A melon, grapes, peaches and other fruit on a stone ledge with morning glory and various insects; and A melon, grapes, a lemon and various fruit on a stone ledge with jasmine and various insects the former signed and dated 'Joan Winck: 14.' (lower left) and the latter signed with initials 'J.*.W' (lower left)

a pair, oil on canvas

26.3 x 36.5cm (10 3/8 x 14 3/8in).

and 26.4 x 37cm (10 3/8 x 14 9/16in). (2)

£4,000 - 6,000

€5,600 - 8,400

US\$6,100 - 9,200

Provenance

Private Collection, UK



87^W

GASPAR DE CRAYER (ANTWERP 1584-1669 GHENT)

Saint Dorothea with an angel

oil on canvas

239 x 176.6cm (94 1/8 x 69 1/2in).

£12,000 - 18,000

€17,000 - 25,000

US\$18,000 - 28,000

Provenance

Possibly the Count of Mailly-Nesle, Marquis de Rubempre,
Prince d'Orange who left it to his only daughter who
married Duke Louis d'Arenberg

The Property of a member of the royal house of Wittelsbach, sale,
Sotheby's Amsterdam, 17 December 2008, lot 16

Literature

R. Marggraff, *Katalog der alteren königlichen Pinakothek zu München*,
Munich, 1872, p. 273, cat. no. 1395

Identified by the large basket of roses, Saint Dorothea of Caesaria
forms the subject of the present painting. She is listed in the
enormously influential *Martyrologium Hieronymianum* although no
information is given other than the day of her martyrdom, the place
it occurred, her name and that of Theophilus.

Saint Dorothea was a 4th century resident of Caesarea, Cappadocia,
and the apochryphal account of her martyrdom recounts that she
was forced to take a husband but she refused on the grounds that
she already considered Christ her bridegroom. She was tortured by
the governor and ordered to be executed. On the way to her
execution a young lawyer, Theophilus, asked that she send him
some fruits from 'the garden' she believed she was soon to enter.
After her death an angel presented him with a basket of roses and
apples which convinced him to convert to Christianity and he himself
was later martyred.

Saint Dorothea with an angel is a mature work by de Crayer of the
1640s. A comparable painting of this period, of similar subject and
dimensions, can be found in his *Saint Apolline* now in the Musée
Royaux des Beaux-Arts, Brussels.

At the time of the 2008 sale, the attribution to de Crayer was
confirmed by Prof. Dr. Hans Vlieghe on the basis of a photograph.
He also suggested a date of the 1640s.





88^W

GIOVANNI ANDREA DE FERRARI (GENOA 1598-1669)

Joseph and Potiphar's wife

oil on canvas

108.4 x 146.4cm (42 11/16 x 57 5/8in).

unframed

£15,000 - 20,000

€21,000 - 28,000

US\$23,000 - 31,000



89

BOLOGNESE SCHOOL, 17TH CENTURY

Polyphemus and Galatea

oil on canvas

67.5 x 93cm (26 9/16 x 36 5/8in).

£15,000 - 20,000

€21,000 - 28,000

US\$23,000 - 31,000

90^W

**JAN-BAPTISTE BOSSCHAERT
(ANTWERP 1667-CIRCA 1746)**

A garland of flowers surrounding a
medallion enclosing an early Christian motif
oil on canvas

173.4 x 139.5cm (68 1/4 x 54 15/16in).

£20,000 - 30,000

€28,000 - 42,000

US\$31,000 - 46,000

We are grateful to Fred Meijer for confirming the
attribution on the basis of colour photographs.



JACOBUS STORCK (AMSTERDAM 1641-1687)

A Mediterranean *capriccio* harbour scene
signed and dated 'I.Storck. Fecit/ 1679' (lower left)
oil on canvas
132 x 200.5cm (51 15/16 x 78 15/16in).

£80,000 - 120,000

€110,000 - 170,000

US\$120,000 - 180,000

Provenance

The Remshaw Collection, Watlington Park, Oxfordshire
Their sale, Puttick & Simpson, London, 25 April 1921, lot 388A
(as The companion picture to lot 388 Johannes Storck, 1679, *Venice, with St. Mark's Square, buildings, boats and figures* 52x79in.)
(by repute) Sale, Fieven, Brussels, 11-12 December 1922
Property of a Belgian Nobleman, from circa 1930
Sale, Christie's, London, 1 April 1992, lot 14 (as Abraham Storck)
With Salomon Lillian, Amsterdam at TEFAF Maastricht,
where acquired by the present owner

Based on the similarity of palette, style and compositions between the works of Jacobus and his younger brother Abraham, it is thought that they shared a family studio. The careful characterisation of the figures and the detail of the costume in the present painting suggests that Abraham may have assisted with the staffage. This was not uncommon, as Abraham is also thought to have painted the figures in other marine landscapists' work.

The topographical details incorporated in many of the *capricci* by Jacobus and Abraham suggest that they must have travelled widely within the Netherlands, as well as to a number of German cities, along the Rhine and to Italy. The Italian influence is evident in the present painting, with the church of San Giovanni e Paolo and Colleoni monument in Venice providing the inspiration for the architecture in this coastal port.

A drawing by Abraham Storck, signed and dated 1676, showing the church, cupola and sculpture on the left of the present painting, is now the Prints and Drawings collection at the National Gallery of Scotland, Edinburgh. (fig 1)



fig. 1 Abraham Storck, National Gallery of Scotland





92^W

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

An architectural *capriccio* with the
Pyramid of Cestius and Trajan's column
oil on canvas
123.5 x 121cm (48 5/8 x 47 5/8in).

£15,000 - 20,000
€21,000 - 28,000
US\$23,000 - 31,000

Provenance

Sale, Christie's, London, 7 July 2010, lot 222,
where purchased by the present owner

Prior to the 2010 sale Professor Ferdinando Arisi confirmed an
attribution to Giovanni Paolo Panini in full (private communication).



93^W

**ATTRIBUTED TO APOLLONIO DOMENICHINI
ALTERNATIVELY IDENTIFIED AS THE MASTER OF THE
LANGMATT FOUNDATION (ACTIVE VENICE CIRCA 1740-1760)**

An extensive river landscape with ruins, figures crossing a
bridge in the distance

oil on canvas

75.2 x 126.5cm (29 5/8 x 49 13/16in).

£12,000 - 18,000

€17,000 - 25,000

US\$18,000 - 28,000

The present work is accompanied by a copy of an expertise from
Ugo Ruggieri suggesting an attribution to Apollonio Domenichini
(Venice 1715 - circa 1770).



94 * W

**ATTRIBUTED TO FRANCESCO ROSA
(GENOA CIRCA 1635-1710)**

The Mocking of Christ
oil on canvas

133.8 x 91.5cm (52 11/16 x 36in).

£15,000 - 20,000

€21,000 - 28,000

US\$23,000 - 31,000



95^W

**CIRCLE OF CARLO CERESA
(SAN GIOVANNI BIANCO 1609-1679 BERGAMO)**

The Levitation of Saint Dominic
oil on canvas

135 x 99cm (53 1/8 x 39in).

£7,000 - 10,000

€9,700 - 14,000

US\$11,000 - 15,000

96

**WORKSHOP OF FRANS FRANCKEN II
(ANTWERP 1581-1642)**

The Adoration of the Magi

oil on panel

53.3 x 74.2cm (21 x 29 3/16in).

£30,000 - 50,000

€42,000 - 70,000

US\$46,000 - 77,000

Provenance

Private European Collection, since the 1980s

The present panel is by one of the more accomplished artists working close to Frans Francken II. Hieronymous Francken I (1540-1610), Hieronymous Francken II (1578-1623), Cornelis Bailleur I (1607-1671), Frans Francken III (1607-1667) and Hieronymous Francken III (1607-1667) all worked closely with the master and are sometimes difficult to distinguish from each other.





97^W

**ATTRIBUTED TO WILLEM VAN DER HAGEN
(ACTIVE ENGLAND, 18TH CENTURY)**

A classical *capriccio* of figures and cattle on
a track by ruins with a river landscape beyond
oil on canvas

101 x 126.5cm (39 3/4 x 49 13/16in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

(by repute) Flitwick Manor, Bedfordshire,
where purchased by the present owner



98^W

DUTCH SCHOOL, 1646

Portrait of a boy, full-length in black costume standing beside a celestial globe signed with initials and dated 'ANo 1646./ S.S.F' (on plinth, lower left) and inscribed 'IO:VA SWIE./ AETA:SVAE/ ANN: 13' (on plinth, lower left)
oil on panel

157.3 x 104.8cm (61 15/16 x 41 1/4in).

£10,000 - 15,000

€14,000 - 21,000

US\$15,000 - 23,000

Provenance

Private European Collection, since 1980s

99^W

**ANTONIO JOLI (MODENA CIRCA 1700-1777 ROME)
AND STUDIO**

The Basilica of Saint Peter's, Rome, with Bernini's colonnade
oil on canvas
90.3 x 134.8cm (35 9/16 x 53 1/16in).

£150,000 - 200,000

€210,000 - 280,000

US\$230,000 - 310,000

Provenance

Sale, Sotheby's, London 6 December 2006, lot 51
Private Collection, Italy

Literature

R. Toledano, *Antonio Joli*, Turin, 2006, p. 146, cat.no. R VII, ill. p.146

Born in Modena in 1700, Joli was known in his lifetime as both a painter of backdrops for theatre and also of *vedute*. These view paintings of various cities throughout Europe proved highly popular with Grand Tourists. Joli travelled extensively throughout Europe, working in London for four years in the 1740s and Spain the following decade. It was, however, his experience in Rome as a young man, studying under Giovanni Paolo Panini (1691-1765) which proved most formative and it was a subject he returned to throughout his career.

Joli shows the Basilica of Saint Peter's as seen from the East across the Piazza di San Pietro with the view framed by Gian Lorenzo Bernini's architectural masterpiece, the Colonnade intended as 'un portico che per l'appunto dimostrasse di ricevere a braccia aperte maternamente i Cattolici per confermarli nella credenza'. Working for Pope Alexander VII, Bernini put together the Piazza over the course of 9 years. At the centre of the square stands the Vatican Obelisk, of Egyptian origin, first erected in this position under the direction of Pope Sixtus V in 1586. On each side are two fountains, the first designed by Maderno early on in the 17th Century, the second, by Bernini, was placed on the far side in order to balance the earlier one.

In his entry for the present work, Toledano notes that this composition and view is the only one currently known by Joli and dates it to circa 1760. He also believes that, given the weakness in the drawing of some of the figures, that the painting was executed with the help of the studio although he does note that the architecture and sculpture are drawn with 'raffinatezza'.





100^W

JAN WILDENS (ANTWERP 1586-1653)

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

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

£25,000 - 35,000

€35,000 - 49,000

US\$38,000 - 54,000

Provenance

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

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



101^W

JAN WILDENS

(ANTWERP 1586-1653)

A mountainous landscape with huntsmen
and their dogs beside a waterfall

oil on canvas

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

£15,000 - 20,000

€21,000 - 28,000

US\$23,000 - 31,000

Provenance

Francisco Armero Fernandez Peñaranda (1804-1866), Marques de Nervi6n, President of the Counsel of Ministers of Spain, Minister of the Navy, Minister of War and Minister of the Interior, and thence by descent to the present owners

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



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NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £50,000 of the *Hammer Price*
20% from £50,001 to £1,000,000 of the *Hammer Price*
12% from £1,000,001 of the *Hammer Price*

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

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

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

8. VAT

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

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

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

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

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

9. PAYMENT

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

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

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of *Catalogue* Terms

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

21. PICTURES

Explanation of *Catalogue* Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

Wines lying in Bond are marked Δ and VAT is payable by the purchaser, at the standard rate, on the *Hammer Price*, unless the wines are to remain under Bond. *Buyers* requiring their wine to remain in Bond must notify *Bonhams* at the time of the *Sale*. The *Buyer* is then himself responsible for all duty, clearance VAT and other charges that may be payable thereon. All such *Lots* must be transferred or collected within two weeks of the *Sale*.

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.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8 FAILURE TO PAY FOR THE LOT

- 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 seven days 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.

9 THE SELLER'S LIABILITY

- 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 orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*;
- 9.3.2 the *Seller* will not be liable for any loss of *Business*, *Business* profits or revenue or income or for loss of reputation or for disruption to *Business* or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the *Seller* is liable to you in respect of the *Lot*, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, 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.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.
- 10.12 Where the *Contract for Sale* confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the *Seller*, it will also operate in favour and for the benefit of *Bonhams*, *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of *Contracts (Rights of Third Parties) Act 1999*, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the Sale:
- 3.1.1 the *Purchase Price* for the Lot;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, and
- 3.1.3 if the Lot is marked [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the Seller in respect of the Lot, any *Expenses* and VAT and any interest earned and/or incurred until payment to the Seller.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each Lot and secondly pro-rata to pay all amounts due to *Bonhams*.

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

- 4.4 If you have not collected the Lot by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the Lot on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the Lot will either be held by us as agent on behalf of the Seller or held by the *Storage Contractor* as agent on behalf of the Seller and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the Lot into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the Lot from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

- 6.1 Only on the payment of the *Purchase Price* to us will title in the Lot pass to you. However under the *Contract for Sale*, the risk in the Lot passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:	
7.1	7.3.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or	
7.1.1	7.4	to terminate this agreement immediately for your breach of contract;	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.	
7.1.2	8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	to retain possession of the <i>Lot</i> ;	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .	
7.1.3	8.1	to remove, and/or store the <i>Lot</i> at your expense;	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .	
7.1.4	8.1.1	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.	
7.1.5	8.1.2	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.	
7.1.6	8.1.3	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .	
7.1.7	8.1.4	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	10 OUR LIABILITY	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.8	8.2	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:	
7.1.9	8.2.1	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or	
7.1.10	8.2.2	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	10.2.2	changes in atmospheric pressure; nor will we be liable for:	
7.1.11	9 FORGERIES	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	10.2.3	damage to tension stringed musical instruments; or	
7.2	9.1	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.	
	9.2	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.			
	9.2.1	Paragraph 9 applies only if:			
	9.2.2	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and			
	9.2.3	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and			
	9.2.4	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .			

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

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

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20th Century British Art

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Aboriginal Art

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African, Oceanic & Pre-Columbian Art

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Antiquities

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Antique Arms & Armour

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Art Collections, Estates & Valuations

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Art Nouveau & Decorative Art & Design

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Australian Art

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Alex Clark
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Australian Colonial Furniture and Australiana

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Books, Maps & Manuscripts

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British & European Porcelain & Pottery

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Contemporary Art

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Jeremy Goldsmith
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Entertainment Memorabilia

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U.S.A
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Furniture & Works of Art

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Guy Savill
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U.S.A
Andrew Jones
+1 415 503 3413

Greek Art

Olympia Pappa
+44 20 7468 8314

Golf Sporting Memorabilia

Kevin Mcgimpsey
+44 131 240 2296

Irish Art

Penny Day
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Impressionist & Modern Art

UK
India Phillips
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U.S.A
Tanya Wells
+1 917 206 1685

Islamic & Indian Art

Claire Penhallurick
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Japanese Art

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Marine Art

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U.S.A
Gregg Dietrich
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Mechanical Music

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Modern, Contemporary & Latin American Art

U.S.A
Alexis Chompaisal
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Modern Design

Gareth Williams
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Motor Cars

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Automobilia

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Natural History

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Old Master Pictures

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Orientalist Art

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South African Art

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Sporting Guns

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Travel Pictures

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Urban Art

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