

OLD MASTER PAINTINGS

Thursday 6 April 2017
Knightsbridge, London



Bonhams

OLD MASTER PAINTINGS

Thursday 6 April 2017 at 10.30am
Knightsbridge, London

BONHAMS

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Front cover: Lot 165 (detail)
Back cover: Lot 112

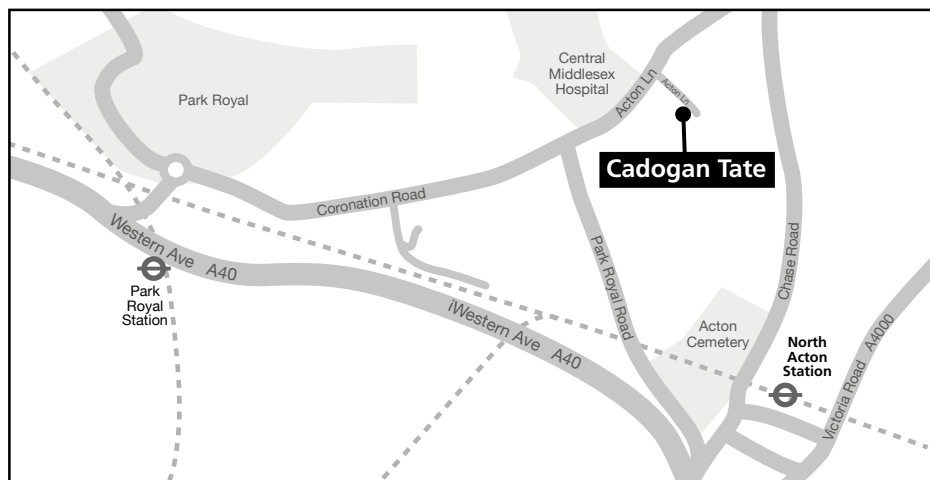
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cash, cheque with banker's card, credit, or debit card.



1

1

CIRCLE OF ROBERT PEAKE (CIRCA 1551-1626 LONDON)

Portrait of a lady, bust-length, in a red embroidered dress and lace collar bears inscription and date 'AETATIS. SUAE. 19 (upper left) and 'ANNO 1.6.0.7.' (upper right)
oil on panel
56.9 x 43.7cm (22 3/8 x 17 3/16in).

£5,000 - 7,000
€5,800 - 8,200

It has been suggested that the sitter is Lady Mary Wroth, who would have been aged 19 in 1607. She was a niece of the distinguished poet Sir Philip Sidney and as a poet herself became one of the first female writers to achieve a lasting reputation.



2



3

2
UMBRIAN SCHOOL, 16TH CENTURY

A figure at prayer before a landscape
oil on panel
64.6 x 50.6cm (25 7/16 x 19 15/16in).
bears inscription 'no 16 - Francesco Francia' (on the reverse)
unframed

£2,000 - 3,000
€2,300 - 3,500

Provenance
Sale, Drouot, Paris, 23 March 1987, lot 10 (as studio of Lorenzo Costa)

3
AFTER LORENZO DI CREDI, 19TH CENTURY

Noli Me Tangere
oil on panel
53.2 x 33.4cm (20 15/16 x 13 1/8in).

£1,500 - 2,000
€1,800 - 2,300

The present composition is after Lorenzo di Credi's original, now in the Galleria degli Uffizi, Florence.

4
GEORG HAMMER (ACTIVE MUNICH, DIED 1610)

Joseph interpreting Pharaoh's Dream
signed with initials and dated 'I H/1594' (on tree trunk, centre left)
oil on panel
85.7 x 73cm (33 3/4 x 28 3/4in).

£3,000 - 5,000
€3,500 - 5,800

Provenance
Sale, Christie's, South Kensington, 5 July 2006, lot 96, where purchased by the present owner



4



5

5

ITALIAN SCHOOL, 16TH CENTURY

The Madonna and Child enthroned, flanked by Saints
tempera and gilt on panel, lunette
31.2 x 91cm (12 5/16 x 35 13/16in).
unframed

£2,000 - 3,000
€2,300 - 3,500

6

AFTER THE MASTER OF THE PRINCELY PORTRAITS, 19TH CENTURY

Portrait of a gentleman, said to be a member of the Fonseca family, half-length, in black costume, holding a book
oil on panel
26.8 x 18.6cm (10 9/16 x 7 5/16in).

£2,500 - 3,500
€2,900 - 4,100

The present painting is after the portrait which is now in the Museum Boijmans van Beuningen, Rotterdam.



6



7



8

7

HANS JORDAENS III (ANTWERP CIRCA 1595-1643)

The Crucifixion

oil on copper

50.2 x 64.4cm (19 3/4 x 25 3/8in).

£6,000 - 8,000

€7,000 - 9,300

8

ATTRIBUTED TO FRANS FLORIS THE ELDER (ANTWERP CIRCA 1519-1570)

Saint James

oil on panel

24.9 x 18.4cm (9 13/16 x 7 1/4in).

£3,000 - 4,000

€3,500 - 4,700

Provenance

With Guillaume Campo, Antwerp (according to labels on the reverse)



9

9 TP

CIRCLE OF ADRIAEN VAN NIEULANDT (ANTWERP 1587-1658 AMSTERDAM)

Joshua's Victory over the Amalekites, with Moses, Aaron and Hur on the Mountain beyond

oil on canvas

122 x 193.5cm (48 1/16 x 76 3/16in).

£3,000 - 5,000

€3,500 - 5,800

10

CIRCLE OF FRANS POURBUS THE YOUNGER (ANTWERP 1569-1622 PARIS)

Portrait of a lady, bust-length, in black costume and white ruff

oil on panel

46.8 x 37cm (18 7/16 x 14 9/16in).

£3,000 - 5,000

€3,500 - 5,800

Provenance

With Brian Koetser, London, 1973, cat. no. 27

Sale, Phillips, London, 24 June 1980, lot 184 (bt. Arnouldt)



10



11

11 TP

FOLLOWER OF THE BASSANO FAMILY, EARLY 17TH CENTURY

The Road to Calvary

oil on canvas

98.4 x 134.2cm (38 3/4 x 52 13/16in).

£5,000 - 7,000

€5,800 - 8,200

12

FLORENTINE SCHOOL, 15TH CENTURY

The Madonna at prayer

oil on panel, *tondo*

34 cm. (13 5/8in.) diameter

£6,000 - 8,000

€7,000 - 9,300



12



13

13

**FOLLOWER OF GIROLAMO ROMANI, CALLED ROMANINO
(BRESCIA CIRCA 1484-1562)**

The Holy Family with Saints John the Baptist and Sebastian
oil on panel
78.2 x 125.3cm (30 13/16 x 49 5/16in).

£5,000 - 7,000
€5,800 - 8,200

14

NORTH ITALIAN SCHOOL, 16TH CENTURY

The Madonna and Child
oil on panel
40.2 x 27cm (15 13/16 x 10 5/8in).

£3,000 - 5,000
€3,500 - 5,800



14



15



16

15
CIRCLE OF MARTEN VAN CLEVE THE ELDER (ANTWERP 1527-1581)

The Procession of the Bride
 oil on panel
 25.2 x 36.1cm (9 15/16 x 14 3/16in).

£3,000 - 5,000
 €3,500 - 5,800

16
FLORENTINE SCHOOL, 15TH CENTURY

The Annunciation
 oil on panel
 15.1 x 40cm (5 15/16 x 15 3/4in).

£2,000 - 3,000
 €2,300 - 3,500



17

17

FLEMISH SCHOOL, 16TH CENTURY

The Emperor Tiberius on horseback
inscribed '.C.TIBERIO' (lower centre)
oil on panel
49.5 x 35.2cm (19 1/2 x 13 7/8in).

£2,000 - 3,000
€2,300 - 3,500

18

FOLLOWER OF AELBRECHT BOUTS (LOUVAIN CIRCA 1452-1549)

Christ as the Man of Sorrows
oil on panel
33.6 x 23.1cm (13 1/4 x 9 1/8in).

£1,500 - 2,000
€1,800 - 2,300

19

FOLLOWER OF JAN GOSSAERT, CALLED MABUSE (?MAUBEUGE CIRCA 1478-1532 ANTWERP)

The Madonna and Child
oil on panel
37.6 x 28cm (14 13/16 x 11in).

£1,500 - 2,000
€1,800 - 2,300

The present composition follows that of a popular composition by Gossaert, the original of which is now lost.



18



19



20

20

CIRCLE OF MICHEL SIMONS (UTRECHT 1620-1673)

Grapes, pears, peaches, mulberries, a melon and other fruit with an upturned nautilus beaker and a fob watch on a draped table

oil on canvas
56.2 x 80.4cm (22 1/8 x 31 5/8in).

£2,000 - 3,000

€2,300 - 3,500

Provenance

Sale, Christie's, Amsterdam, 17 November 1994, lot 164

21

CIRCLE OF GASPAR PIETER VERBRUGGEN THE YOUNGER (ANTWERP 1664-1730)

Roses, chrysanthemums and other flowers in an urn with fruit and a parrot on a draped stone plinth

oil on canvas
82 x 61cm (32 5/16 x 24in).

£4,000 - 6,000

€4,700 - 7,000



21



22

22
**FOLLOWER OF MATHYS SCOEVAERDTS (BRUSSELS
 1665-1695)**

Figures gathered by a large country house, a landscape beyond
 oil on panel, oval
 14.7 x 19.1cm (5 13/16 x 7 1/2in).

£2,000 - 3,000
 €2,300 - 3,500

23
ANTWERP SCHOOL, 17TH CENTURY

Venus at the forge of Vulcan
 oil on canvas
 71.8 x 98.2cm (28 1/4 x 38 11/16in).

£3,000 - 5,000
 €3,500 - 5,800



23

24
**CIRCLE OF JAN BRUEGHEL THE ELDER (BRUSSELS
 1568-1625 ANTWERP)**

Allegory of The Four Elements
 oil on copper
 30.3 x 43.2cm (11 15/16 x 17in).
 in a hollow-carved 18th century English frame

£2,000 - 3,000
 €2,300 - 3,500

Provenance
 In the present owner's family since the early 19th Century



24



25

25

JACOB ADRIAENSZ. BELLEVOIS (ROTTERDAM 1621-1675)

Ships foundering in rough seas off a rocky coastline
oil on panel
72.8 x 107.8cm (28 11/16 x 42 7/16in).

£5,000 - 7,000
€5,800 - 8,200

Provenance

The Collection of Dr. Cornelis Johannes Karel van Aalst, Hoevelaken, and by descent to his son
Dr. N. J. van Aalst, Amsterdam
His sale, Christie's, London, 1 April 1960, lot 34 (as Bonaventura Peeters, signed with initials and dated 1647, purchased by Dent 200gns)
Purchased by the present owner's father in the 1960s

Exhibited

On loan to Utrecht, Centraal Museum, 1933- 1960, no. 382

Dr. Cornelis Johannes Karel van Aalst (Hoorn 1866 -1939 Hoevelaken), was a banker and president of the Nederlandsche Handel-Maatschappij N.V from 1913 until 1934. He built a large country house just outside Hoevelaken in 1928 to house his significant art collection. He is also perhaps best known for donating the *Huis met de Kolommen*, at 502 Herengracht, to the city of Amsterdam on the understanding that it would be the official residence of the Mayor. The first occupant in this capacity, Mayor Willem de Vlucht, moved in on 19 July 1927 and the building still serves as the official residence of the Mayor of Amsterdam.



26

26

THOMAS HEEREMANS (HAARLEM 1640-1697)

A town by a canal with figures and boats in the foreground, a church beyond

signed and dated 'THMans./16*9' (lower left, strengthened)

oil on canvas

76.5 x 106.2cm (30 1/8 x 41 13/16in).

£7,000 - 10,000

€8,200 - 12,000

Provenance

Osterby Collection, Stockholm, by whom offered

Sale, Bukowski, Stockholm, 7-9 April 1965, lot 189 (pl. 30)

Sale, Sotheby's, London, 15 November 1967, lot 101

Sale, Christie's, London, 6 November 1970, lot 189 (as signed and dated '1679')



27

27

JAMES NORTHCOTE R.A. (PLYMOUTH 1746-1831 LONDON)

Portrait of Dr. Thaddeus Connellan, three-quarter-length, seated with a book, before a window signed and dated 'James Northcote pinxt. 1824' (upper right)
oil on canvas
127.5 x 103.2cm (50 3/16 x 40 5/8in).
unframed

£2,000 - 3,000

€2,300 - 3,500

Provenance

Probably, the Collection of Sir William Wellesley Knighton Bt., Blendworth Lodge, Hampshire
His sale, Christie's, Blendworth Lodge, 21-23 May 1885 (sold by the executors of his estate), where purchased by John Sayers, West Tarring, Sussex, from whom acquired by Edmund Lamb, 1901

Exhibited

London, Royal Academy, 1925, no. 131
Dublin, National Gallery of Ireland (on loan from approximately 1902-2016)

Literature

Possibly, G. Waagen, *Galleries and Cabinets of Art in Great Britain*, London, 1857, vol. IV, pp. 373-4 (refers to a painting by Northcote)

Thaddeus Connellan was the author of numerous books on the Irish language, including an Irish-English Dictionary which was first published in 1814 and various translations of the Bible into Irish. Very little is known about Connellan and he died at Sligo in July 1854.

This painting once belonged to Sir William Wellesley Knighton of Blendworth Lodge, Hampshire whose sizeable collection was sold following his death in 1885. The collection is mentioned by Waagen who, though he himself did not visit the house and see the collection, knew of its existence and reported it to include between 80 to 100 paintings including Old Master and English School paintings, including works by Northcote, Gainsborough and Wilkie.



28



28

28

PIETER TERWESTEN (THE HAGUE 1714-1798)

Roses, convolvulus, auricula and other flowers in a bronze urn, in a stone niche; and Roses, tulips, convolvulus and other flowers in a bronze urn on a stone ledge

the former signed 'Pieter Terwesten. fec:.' (on stone ledge, lower right) a pair, oil on canvas

54.8 x 46.6cm (21 9/16 x 18 3/8in). (2)

£6,000 - 8,000

€7,000 - 9,300

The former, signed, work follows the composition of the still life by Conraet Roepel (The Hague 1678-1748) which was offered at Sotheby's, 20 April, 1988, lot 81.



29

29

STUDIO OF PROSPERO FONTANA (BOLOGNA 1512-1597)

Saint Elizabeth with the Infant Saint John the Baptist before a curtain drawn aside by angels
oil on canvas, a fragment
89.7 x 111.7 cm. (35 3/8 x 44 in.)

£5,000 - 7,000

€5,800 - 8,200

A possible attribution to Girolamo Mazzola Bedoli (Viadana circa 1500-1569 Parma) has been suggested.

30

WORKSHOP OF FRANCISCO SOLIBES (ACTIVE CATALONIA, END OF 15TH CENTURY)

The Deposition
oil on panel, shaped top
69.6 x 43.2cm (27 3/8 x 17in).
unframed

£5,000 - 7,000

€5,800 - 8,200

Provenance

Sale, Dorotheum, Salzburg, 20 November 2007, lot 8

Francisco Solibes was born in Bañolas, Catalonia in the late 15th century. Little is known about his life but it is clear that he was influenced by the Catalan painter, Jaume Huguet (circa 1415- before 1492).

The present work can be compared to Solibes's *Christ in Limbo*, on panel and of the same size, offered at Sotheby's, London on 10 July 2008, lot 124. It is very likely that both panels were originally part of a larger altarpiece.



30

31

SCHOOL OF PARMA, 16TH CENTURY

The Baptism of Christ

oil on panel, with extensions to the upper and lower edges

21 x 28.2cm (8 1/4 x 11 1/8in).

unframed

£3,000 - 5,000

€3,500 - 5,800

Provenance

Augustine Roche (1849-1915), Lord Mayor of Cork

His sale, William Marsh, Cork, 3 July 1916, lot 1058 (as 'pair on panel, scriptural, by Jacopo Bassano')



31

32

FOLLOWER OF CRISTOFANO DI PAPI DELL'ALTISSIMO (ACTIVE FLORENCE, 1552-1605)

Portrait of a gentleman, traditionally identified as Pier Francesco de Medici, bust-length, in a fur-collared crimson coat

inscribed 'PETRVSFRANCISCVS MED, LAVRENTII F,' (upper centre) and 'Cristofano del/Altissimo' (according to a label on the reverse)

oil on panel

66.2 x 51.5cm (26 1/16 x 20 1/4in).

£3,000 - 5,000

€3,500 - 5,800

Provenance

Acquired by William Drury Lowe of Locko Park on one of the occasions when he visited Italy with his wife between 1839 and 1865 and thence by descent through the family
By whom sold, Bonhams, London, 24 October 2012, lot 83

Literature

J.P. Richter, *Catalogue of Pictures at Locko Park*, London, 1901, no. 64, p. 25 (as Cristofano Papi)

K. Langedijk, *Portraits of the Medici*, Florence, 1983, vol. II, p. 1322, no. 1a (as after Cristofano Papi)

The present portrait depicts the great-grandfather of Cosimo I, the Grand Duke of Tuscany. No contemporary portraits of him survive, and the sitter's likeness is derived from Filippino Lippi's Adoration of the Magi, altarpiece for the Monastery of San Donato a Scopeto, painted in 1496 and now in the Gallerie degli Uffizi, Florence.



32



33



34

33

ATTRIBUTED TO ADAM VAN BREEN (AMSTERDAM 1590-1645 NORWAY)

A winter landscape with skaters on a frozen estuary and figures by an inn

oil on panel

47.8 x 60cm (18 13/16 x 23 5/8in).

£7,000 - 10,000

€8,200 - 12,000

While the present work has traditionally been attributed to Denis Alsloot, the treatment of snow-covered trees and landscape in general and the composition of the elegant figures in the foreground in particular would suggest closer affinities with the works of Adam van Breen.

34

CIRCLE OF JAN BAPTIST WEENIX (AMSTERDAM 1621-CIRCA 1660 DEUTECUM)

A lady conversing with a peasant woman and child seated on a staircase

oil on panel

50.4 x 47.2cm (19 13/16 x 18 9/16in).

£3,000 - 5,000

€3,500 - 5,800

Provenance

Sale, Christie's, Amsterdam, 17 November 1994, lot 169



35

35
THOMAS HEEREMANS (HAARLEM 1640-1697)

The Haarlemmerpoort, Amsterdam
 oil on canvas
 49.6 x 64.2cm (19 1/2 x 25 1/4in).

£1,500 - 2,000
 €1,800 - 2,300

Provenance

F. Spencer, Retford, by whom bought in 1890 (inscription on the stretcher)
 With D. Katz, Dieren, 1933
 Sale, Paul Brandt, Amsterdam, 28 November 1978, lot 7 (sold with a certificate from Dr. W. Bernt)
 Sale, Christie's, London, 11 December 1992, lot 238 (as property of a private collector)

36
REINIER DE LA HAYE (THE HAGUE CIRCA 1640-CIRCA 1695)

Portrait of a lady at a spinet
 signed and dated 'R.D.Le Haye 16***' (lower right)
 oil on panel
 33.1 x 27.9cm (13 1/16 x 11in).

£3,000 - 5,000
 €3,500 - 5,800



36



37



38



39

37
SIENESE SCHOOL, 15TH CENTURY

A female Saint
oil on panel
15.8 x 13.1cm (6 1/4 x 5 3/16in).
unframed

£1,500 - 2,000
€1,800 - 2,300

38
STUDIO OF AGNOLO BRONZINO (MONTICELLI 1503-1572 FLORENCE)

Portrait of Grand Duke Cosimo I de' Medici, bust-length, in fur-trimmed robes
oil on panel
72.8 x 47cm (28 11/16 x 18 1/2in).

£3,000 - 5,000
€3,500 - 5,800

The present work is a detail from Bronzino's original portrait of the Grand Duke now in the Galleria Borghese, Rome.

39
AFTER PIETRO VANNUCCI, CALLED IL PERUGINO, 19TH CENTURY

The Penitent Magdalen
oil on panel
48.2 x 36.2cm (19 x 14 1/4in).

£1,000 - 1,500
€1,200 - 1,800

The present composition is after Perugino's original, now in the Palazzo Pitti, Florence.



40

40

FLORENTINE SCHOOL, LATE 16TH CENTURY

Saint Lucy, within a painted stone oval
oil on canvas
73.7 x 57.2cm (29 x 22 1/2in).
unframed

£800 - 1,200
€930 - 1,400

THIS LOT IS SOLD WITHOUT RESERVE

41

ROMAN SCHOOL, CIRCA 1600

An extensive river landscape with soldiers on horseback in the foreground
oil on canvas
119.7 x 89cm (47 1/8 x 35 1/16in).

£700 - 1,000
€820 - 1,200

42

MANNER OF ALONSO SÁNCHEZ COELLO, CIRCA 1800

Portrait of a girl, bust-length, in black costume
oil on card laid down on panel
18.4 x 13.2cm (7 1/4 x 5 3/16in).

£2,500 - 3,500
€2,900 - 4,100



41



42



43



44

43

**CIRCLE OF JOHANNES BOUMAN (STRASBOURG 1601-1658
UTRECHT)**

Quince and pears together with a mouse and butterflies on a stone ledge
bears inscription 'J. Bouman fe: 1635 / par R***e St***' (lower centre)
oil on panel
43.6 x 51.2cm (17 3/16 x 20 3/16in).

£2,000 - 3,000
€2,300 - 3,500

The present work is based on Bouman's still life at the Musée des Beaux-Arts, Strasbourg. Another similar, but unsigned, panel was offered at Sotheby's Amsterdam, 11 November 2008, lot 71.

44

**JAN ANTHONISZ. VAN RAVESTEYN (THE HAGUE CIRCA 1570-
1657)**

Portrait of a gentleman, three-quarter-length, in black costume with his hand resting on a table
signed and dated 'Ano.: i645/ ARavestejn. F.' (centre right)
oil on panel
100.5 x 85cm (39 9/16 x 33 7/16in).

£3,000 - 5,000
€3,500 - 5,800

Provenance

With A. Brod, London
Sale, Christie's, Amsterdam, 17 November 1994, lot 168



45

45

PETRUS SCHOTANUS (DRONRIJP 1601-CIRCA 1675 LEEUWARDEN)

A *vanitas* still life with books, documents, dead snipe, a celestial globe, an hour-glass, a candlestick, flags and a trumpet with roses on a table signed 'PSchotanus' (on ledge, lower centre) and 'PScho**' (on letter, lower centre)

oil on panel

59.7 x 84.2cm (23 1/2 x 33 1/8in).

£4,000 - 6,000

€4,700 - 7,000

Provenance

Sale, Diederiks, The Hague, October 1980, lot 219

Sale, Christie's, Amsterdam, 17 November 1994, lot 163

Two other versions of the present lot, with minor differences, are known, one sold at Sotheby's London, 12 November 1969, lot 215 and the other sold at Sotheby's London, 13 April 1983, lot 109.

46

NICOLAES MAES (DORDRECHT 1634-1693 AMSTERDAM)

Portrait of a lady three-quarter-length, in white dress and blue silk shawl holding a garland of flowers

oil on canvas

68.5 x 56.7cm (26 15/16 x 22 5/16in).

£2,000 - 3,000

€2,300 - 3,500

We are grateful to Dr. Leon Krempel for confirming the attribution to Maes, upon inspection of a colour photograph, and for suggesting a date of 1685-90.



46



47

47 TP

FOLLOWER OF POLIDORO DE RENZI, CALLED POLIDORO DA LANCIANO (LANCIANO 1515-1565)

The Holy Family with Saint John the Baptist and Saint Elizabeth
oil on canvas
135.6 x 165.2cm (53 3/8 x 65 1/16in).
unframed

£2,000 - 3,000
€2,300 - 3,500

A similar composition was offered at Sotheby's, London 20 February 1974, lot 94, as by Studio of Polidoro da Lanciano (oil on canvas, 130 x 168cm).



48

48

FOLLOWER OF GOFFREDO WALS (COLOGNE CIRCA 1595-CIRCA 1638)

A river landscape with figures; and A river landscape with a bridge in the distance
a pair, oil on copper, ovals
21 x 25.5cm (8 1/4 x 10 1/16in).
(2)

£2,000 - 3,000
€2,300 - 3,500

49 TP

CIRCLE OF DIDIER BARRA (METZ 1590-1656 NAPLES)

The Fall of Troy with Aeneas carrying Anchises from the burning city
oil on canvas
109.2 x 146.2cm (43 x 57 9/16in).

£2,000 - 3,000
€2,300 - 3,500



49

50

CIRCLE OF GIUSEPPE CESARI, CALLED IL CAVALIERE D'ARPINO (ROME 1568-1640)

The Holy Family

oil on copper

21.5 x 26.5cm (8 7/16 x 10 7/16in).

unframed

£1,000 - 1,500

€1,200 - 1,800

Provenance

Marcel Puech, Avignon

The present work was attributed by Pier Luigi Castris in 1989 to Bernardino Parasole (born Norcia, active Rome, early 17th Century), who was one of Cavaliere d'Arpino's many assistants. His only documented work is in SS. Apostoli, Rome.

51

GIOVANNI MARTINELLI (MONTEVARCHI, AREZZO BEFORE 1604-1659 FLORENCE)

A vanitas scene with death holding an hour glass behind a startled man

oil on canvas

55.3 x 64cm (21 3/4 x 25 3/16in).

£3,000 - 5,000

€3,500 - 5,800



50



48



51



52

52

**ATTRIBUTED TO JUAN DE TOLEDO
(MURCIA 1611-1645 MADRID)**

Shipping in a rough sea; A whaling scene
a pair, oil on panel
24.7 x 35.2cm (9 3/4 x 13 7/8in). (2)

£1,500 - 2,000

€1,800 - 2,300

Provenance

The Collection of Illmo. Sr. D. Jose Ma, Alava, Spain, no. 15 and 16 (according to labels on the reverse)

The Sadolin Collection, Copenhagen, nos 35 and 36 (according to stencil on the reverse)

The Collection of L. Leighton

With Brian Koetser, London, Spring 1965

53

**JOHANN LUDWIG ERNST
MORGENSTERN (RUDOLSTADT 1738-
1819 FRANKFURT)**

A church interior with figures in 17th century costume, including grave diggers creating a tomb

signed with initials and dated 'i.L.E.M.*/
PX.1819' (on base of column, lower right)
oil on panel

23.2 x 25.9cm (9 1/8 x 10 3/16in).

£3,000 - 5,000

€3,500 - 5,800

Provenance

Private Collection, UK



53

54

**ATTRIBUTED TO JAN JACOB SZ.
MOLENAER (HAARLEM 1654-CIRCA
1684)**

The Egg dance

oil on canvas

90.2 x 109.8cm (35 1/2 x 43 1/4in).

£2,000 - 3,000

€2,300 - 3,500



54

55

**FOLLOWER OF PIETER NEEFS II
(ANTWERP 1620-AFTER 1675)**

A church interior
oil on panel
20 x 27.5cm (7 7/8 x 10 13/16in).
unframed

£800 - 1,200

€930 - 1,400

56

**FOLLOWER OF REMBRANDT
HARMENSZ. VAN RIJN (LEIDEN 1606-
1669 AMSTERDAM)**

Figures in a landscape, a town beyond
bears signature 'Rembrandt f.' (lower left)
oil on panel
26.4 x 46.5cm (10 3/8 x 18 5/16in).

£1,000 - 1,500

€1,200 - 1,800



52



55



56



57

57 TP

ANTONIO BELLUCCI (PIEVE DI SOLIGO 1654-1726)

The Dream of Joseph

oil on canvas

110.2 x 122cm (43 3/8 x 48 1/16in).

£4,000 - 6,000

€4,700 - 7,000

Provenance

Probably the Chiesa di S. Silvestro, Venice

Private Collection, Hungary

A treatment of the present subject, originally in the Chiesa di San Silvestro, Venice, is listed by Magani as missing (see: F. Magani, *Antonio Bellucci*, Rimini 1995, p.191, cat no. 31). In his *Voyage d'Italie* of 1758 Charles Nicolas Cochin mentions that the picture was hanging high up on the left, which would fit with the high vanishing point of the present picture, suggesting that the painting was intended to be seen from below. He also believed the painting to imitate the style of Paolo Veronese which would also support the identification with the present picture.



58

58 TP

**AFTER GIROLAMO FRANCESCO MAZZOLA, CALLED IL
PARMIGIANINO, 17TH CENTURY**

Cupid making his bow
oil on canvas
132.5 x 67cm (52 3/16 x 26 3/8in).

£7,000 - 10,000
€8,200 - 12,000

The present work is after Parmigianino's original now in the
Kunsthistorisches Museum, Vienna.



59



60

59
ATTRIBUTED TO MICHELANGELO CERQUOZZI (ROME CIRCA 1602-1660)

Erminia and the shepherds
 oil on canvas
 51.8 x 68cm (20 3/8 x 26 3/4in).

£6,000 - 8,000
 €7,000 - 9,300

Provenance
 Sale, Christie's, Rome, 7 December 1999, lot 803

60 TP
FOLLOWER OF SIR ANTHONY VAN DYCK (ANTWERP 1599-1641 BLACKFRIARS)

Portrait of a gentleman, three-quarter-length, in black, standing with his arm resting on a book
 oil on canvas
 124.4 x 100.7cm (49 x 39 5/8in).

£3,000 - 5,000
 €3,500 - 5,800



61

61
PIETER BOUT (BRUSSELS 1658-1719)

Drovers and their herd resting beside a river
 signed 'P.bout' (lower left)

oil on canvas

41.6 x 55.4cm (16 3/8 x 21 13/16in).

£4,000 - 6,000

€4,700 - 7,000

62

CIRCLE OF SIMON VOUET (PARIS 1590-1649)

The Entombment

oil on canvas, extended along the upper edge

77 x 62.3cm (30 5/16 x 24 1/2in).

unframed

£2,000 - 3,000

€2,300 - 3,500

The present composition is based on Vouet's original design of which at least two autograph variants are known, one in the Musée du Louvre, Paris, and the other in the Fitzwilliam Museum, Cambridge. The addition of a mourning figure, lower right, is the most notable of the differences. A further studio version, which does show the kneeling figure, is in the Musées Royaux des Beaux Arts de Belgique, Brussels.



62



63

63
**STUDIO OF JAN FRANS VAN BLOEMEN, CALLED ORIZZONTE
 (ANTWERP 1662-1749 ROME)**

An extensive river landscape with figures reclining in the foreground
 oil on canvas
 47.7 x 73.3cm (18 3/4 x 28 7/8in).

£4,000 - 6,000
 €4,700 - 7,000

64
STUDIO OF ANTONIO DAVID (VENICE 1698-1750 ?)

Portrait of Maria Clementina Sobieska, half-length,
 in a brown dress and black shawl
 oil on canvas
 42 x 31.5cm (16 1/2 x 12 3/8in).

£2,000 - 3,000
 €2,300 - 3,500

Provenance

By descent at Cullen House, Banffshire, presumably from James Ogilvy, 4th Earl of Findlater and 1st Earl of Seafield (1663-1730), the noted statesman and Secretary of State for Scotland, to John Charles Ogilvy-Grant, 7th Earl of Seafield, by whom bequeathed to Major William Baird of Lennoxlove, and thence by descent to the present owner

Exhibited

Glasgow, Kelvingrove Art Gallery and Museum, *The Palace of History: Scottish Exhibition of National History, Art and Industry*, 1911

Literature

J. Kerlake, *Early Georgian Portraits*, London, 1977, vol. I, p. 181

Maria Clementina Sobieska (1702-1735) was the granddaughter of King John III Sobieski of Poland, the wife of James Francis Edward Stuart, Jacobite pretender to the British throne, and mother of Charles Edward Stuart, 'Bonnie Prince Charlie'. Versions of this portrait are at Versailles and Lennoxlove.



64



65

65 TP
**FOLLOWER OF CLAUDE JOSEPH VERNET (AVIGNON 1714-1789
 PARIS)**

A Mediterranean harbour scene at sunset
 oil on panel
 71.9 x 110.7cm (28 5/16 x 43 9/16in).

£6,000 - 8,000
 €7,000 - 9,300

66 TP
**JOHN CLOSTERMAN (?OSNABRÜCK CIRCA 1660-1711
 LONDON)**

Portrait of Elizabeth Richards, three-quarter-length, seated with her
 son
 bears inscription 'ELIZABETH RICHARDS,/ WIFE OF JAMES CRAGGS
 ESQ.R./ POSTMASTER GENERAL/ DIED 1711.' (lower left)
 oil on canvas
 127 x 102.7cm (50 x 40 7/16in).

£4,000 - 6,000
 €4,700 - 7,000

Provenance

The Collection of Sir David Baird Bt of Newbyth and thence by descent
 to the present owner



66



67



68

67

JOHN RATHBONE (CHESTER CIRCA 1750-1807 LONDON)

A landscape with a tower, near Naples; and A landscape near Naples the former signed 'J.Rathbone' (lower centre) and the latter signed 'J. Rathbone' (lower right)

a pair, oil on canvas

38.2 x 53.4cm (15 1/16 x 21in). (2)

£4,000 - 6,000

€4,700 - 7,000

Provenance

Sale, Sotheby's, London, 5 June 2008, lot 73

68^{TP}

CIRCLE OF SIR PETER LE LY (SOEST 1618-1680 LONDON)

Portrait of Louise de Keroualle, Duchess of Portsmouth, three-quarter-length, in a red dress, seated with a lamb
oil on canvas

126.5 x 101.4cm (49 13/16 x 39 15/16in).

£3,000 - 5,000

€3,500 - 5,800

The present composition is based on Lely's original portrait, now at Althorp, Northamptonshire.



67

69^{TP}

AFTER SIR PETER LELY, 18TH CENTURY

Portrait of Prince Rupert, Count Palatine (1619-1682),
three-quarter-length, wearing the collar and robes of the Order of the
Garter, standing before a column
oil on canvas
126 x 100cm (49 5/8 x 39 3/8in).

£3,000 - 5,000

€3,500 - 5,800

Provenance

Sale, Tickton Grange, Beverley, circa 1990s, where purchased by the
present owner, the Alec-Smith Collection, Winestead, East Riding of
Yorkshire

The present composition is after Lely's original, now in The National
Maritime Museum, Greenwich.



69



70



71

70

**ATTRIBUTED TO ANDREA MICHIELI, CALLED VICENTINO
(VICENZA 1542-1617 VENICE)**

A procession of women playing instruments
oil on canvas
61.8 x 118.2cm (24 5/16 x 46 9/16in).

£5,000 - 7,000

€5,800 - 8,200

Provenance

Private Collection, Europe

The procession of musicians may be compared to those in Andrea Michieli's *David and Goliath* (oil on canvas, 43.36 x 60.96 cm., Freeman's Philadelphia, 14 June 2016, lot 41).

71

ITALIAN SCHOOL, 16TH CENTURY

Saint Catherine of Alexandria
bears extensive inscription (lower edge)
oil on panel, shaped top
146.2 x 48.6cm (57 9/16 x 19 1/8in).
with integral frame

£6,000 - 8,000

€7,000 - 9,300



72

72

VALERIO CASTELLO (GENOA 1624-1659)

The Journey of Jacob to Canaan
oil on canvas
45 x 71cm (17 11/16 x 27 15/16in).

£4,000 - 6,000

€4,700 - 7,000

Provenance

Inherited by the present owner from a private collection, UK

Comparable sketches from both a stylistic and a compositional point of view, in oil on canvas and of a similar size by Castello include: *Abraham and the Three Angels*, 32.5 x 42.3 cm.; *The Adoration of the Magi*, 27.5 x 40 cm.; and *The Flight into Egypt*, 57 x 41 cm. (see Camillo Manzitti, *Valerio Castello*, Genoa 1972, nos. 98, 103 and 105, pp. 178, 184 and 186-7).

73

FLORENTINE SCHOOL, 16TH CENTURY

A male Saint
oil on panel, arched top
79.6 x 20.6cm (31 5/16 x 8 1/8in).

£1,500 - 2,000

€1,800 - 2,300



73



74



75



76

74

FRENCH SCHOOL, EARLY 17TH CENTURY

An interior with figures seated at a table
oil on canvas
44.6 x 51.4cm (17 9/16 x 20 1/4in).

£3,000 - 5,000

€3,500 - 5,800

Provenance

Francis Cook (1817-1901), Doughty House, Richmond, and thence by descent

75

GENOESE SCHOOL, 17TH CENTURY

Portrait of a gentleman, half-length, in a black coat and white collar
oil on canvas
74 x 59cm (29 1/8 x 23 1/4in).
in a 17th Century carved and parcel gilt frame

£2,000 - 3,000

€2,300 - 3,500

Provenance

Sale, Bonhams, Knightsbridge, 24 October 2012, lot 125, where purchased by the present owner

76

CIRCLE OF GUILLAUME COURTOIS, CALLED GUGLIELMO CORTESE (SAINT-HIPPOLYTE 1628-1679 ROME)

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).

£2,000 - 3,000

€2,300 - 3,500

Provenance

The Collection of the 1st 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



77

77
**CIRCLE OF PIER FRANCESCO CITTADINI (MILAN 1616-1681
BOLOGNA)**

Two Spaniels on a cushion
oil on canvas
36.6 x 46.5cm (14 7/16 x 18 5/16in).

£2,500 - 3,500
€2,900 - 4,100

78
NORTH ITALIAN SCHOOL, 17TH CENTURY

Portrait of gentleman, bust-length, in black, holding a book
bears indistinct inscription (upper edge)
oil on canvas
70 x 57.2cm (27 9/16 x 22 1/2in).

£3,000 - 5,000
€3,500 - 5,800



78



79



80



81

79

ATTRIBUTED TO FILIPPO VITALE (NAPLES 1585-1650)

Saint Jerome

oil on canvas

89.1 x 71.2cm (35 1/16 x 28 1/16in).

£3,000 - 5,000

€3,500 - 5,800

Exhibited

Naples, Castel Sant'Elmo, *Battistello Caracciolo e il Primo Naturalismo a Napoli*, 9 November 1991 - 19 January 1992, p. 281, cat. no. 2.33

80

ROMAN SCHOOL, 17TH CENTURY

Portrait of Pope Innocent XI, bust-length

oil on canvas

64.1 x 54.4cm (25 1/4 x 21 7/16in).

£1,000 - 1,500

€1,200 - 1,800

Provenance

Collection Bullukizn, no. 45 (according to an inscription on the stretcher)

81

CIRCLE OF GIOVANNI FRANCESCO ROMANELLI (VITERBO 1610-1662)

Flora

inscribed with old inventory number '3190' (on the reverse)

oil on canvas

75.3 x 61.3cm (29 5/8 x 24 1/8in).

£2,000 - 3,000

€2,300 - 3,500



82

82

FLORENTINE SCHOOL, 17TH CENTURY

Ecce Homo
oil on canvas
103.4 x 83.5cm (40 11/16 x 32 7/8in).

£3,000 - 5,000
€3,500 - 5,800

83

SIENESE SCHOOL, 17TH CENTURY

The Madonna and Child with Saint Lucy
oil on canvas
70.3 x 60.1cm (27 11/16 x 23 11/16in).

£2,000 - 3,000
€2,300 - 3,500

84

AFTER DANIELE CRESPI, 17TH CENTURY

The Flagellation
oil on canvas
119 x 89cm (46 7/8 x 35 1/16in).

£4,000 - 6,000
€4,700 - 7,000

The present composition is after Crespi's original, now in Pontificia Università Lateranense, Rome (Fondazione Zeri no. 46841).



83



84



85



86

85
AGNOLO ZANI DI PISA (ACTIVE ITALY, 18TH CENTURY)

An urn of flowers with two birds and a dish of water
 oil on canvas
 65.9 x 94.3cm (25 15/16 x 37 1/8in).

£1,000 - 1,500
 €1,200 - 1,800

The present work is very close to others which have previously been described as by the Monogrammist AV. Gian Luca Bocchi recently identified this anonymous hand as being that of Agnolo Zani, who was active in Pisa (see: G. Bocchi and U. Bocchi, *Naturaliter. Nuovi contributi alla natura morta in Italia settentrionale e Toscana tra XVII e XVIII secolo*, Casalmaggiore, 1998, pp. 359-365).

86
GIACOMO NANI (PORT'ERCOLE 1698-1770 NAPLES)

Roses, tulips, narcissi and other flowers in a bronze urn along with a spaniel and a parrot
 oil on canvas
 102 x 99cm (40 3/16 x 39in).

£8,000 - 12,000
 €9,300 - 14,000



87

87

MANNER OF EVARISTO BASCHENIS, 19TH CENTURY

Still life of musical instruments on a table-top, with a globe and an apple
oil on canvas
93.2 x 131.8cm (36 11/16 x 51 7/8in).

£6,000 - 8,000
€7,000 - 9,300

The present work is based on numerous versions of this composition by Baschenis and his studio.

88

ANDREA SCACCIATI (FLORENCE 1642-1710)

A parrot on a stone ledge with roses and a butterfly
oil on canvas
46.8 x 35.3cm (18 7/16 x 13 7/8in).

£2,000 - 3,000
€2,300 - 3,500



88



89

89^{TP}

ATTRIBUTED TO GILLIS VAN TILBORCH (BRUSSELS CIRCA 1635-CIRCA 1678)

An elegant musical party in an interior
oil on canvas
99 x 127cm (39 x 50in).

£12,000 - 15,000

€14,000 - 17,000

Provenance

George, 3rd Earl of Pomfret (1768-1830), or his brother The Hon. Thomas Fermor, later 4th Earl of Pomfret (1770-1833)
The Collection of The Lord and Lady Hesketh, Easton Neston
The Easton Neston sale, Sotheby's, Towcester, 17-19 May 2005, lot 82, where purchased by the present owner

Literature

G. Baker, *The History and Antiquities of the County of Northamptonshire*, 1838, part IV, p.145 (as 'Flemish Musical Party, Palamedes', and hanging in the Music Room)
Phillips & MacConnal, *Inventory of Contents of Rufford Hall, Lancashire, and Inventory of the Contents of Easton Neston House, Northamptonshire*, Liverpool, 1919, p. 1, item 4 (as 'Given to Gerard Terburgh' and hanging in the Picture Hall)



90

90^{TP}

DIRCK VAN DER LISSE (THE HAGUE 1607-1669)

An allegorical portrait of a family before an extensive landscape
signed with initials 'DVL' (on rock, lower right)

oil on canvas

126.1 x 171.7cm (49 5/8 x 67 5/8in).

£8,000 - 12,000

€9,300 - 14,000

Provenance

Private Collection, South America

Sale, Sotheby's, New York, 1 February 2013, lot 504



91

91
**CIRCLE OF SEBASTIANO LAZZARI
 (VERONA 1730-CIRCA 1795 ?VENICE)**

Still life with a mask, laurel wreath, and peaches on a table-top, an engraving of a hound on the wall behind
 oil on canvas
 63.4 x 81.5cm (24 15/16 x 32 1/16in).

£2,000 - 3,000
 €2,300 - 3,500



92

92
**JAN JOSEF HOREMANS THE ELDER
 (ANTWERP 1682-1759)**

A family at a table in an interior
 signed and dated 'JHoremans./ 1726' (lower right)
 oil on canvas
 45.7 x 54cm (18 x 21 1/4in).

£1,200 - 1,800
 €1,400 - 2,100

Provenance

Sale, Christie's, South Kensington, 5 July 2006, lot 58, where purchased by the present owner



93

93
**ATTRIBUTED TO PSEUDO SALINI
 (ACTIVE ROME, CIRCA 1633-1655)**

A kitchen still life with *sfogliatelle*, dead birds, cheese and a joint of meat
 oil on canvas
 60.5 x 72.2cm (23 13/16 x 28 7/16in).

£2,000 - 3,000
 €2,300 - 3,500

The Neapolitan pastry, *sfogliatella*, can be seen in other works by Pseudo Salini: in the Lodi Collection, Campione and the Canelli Collection, Milan.

94

CIRCLE OF ANTONIO GIANLISI THE YOUNGER (RIZZOLO DI SAN GIORGIO 1677-1727 CREMONA)

A bronze urn of flowers with a dish of sweetmeats and a clock together on a draped table, a view to a portico beyond
oil on canvas
55.5 x 72.5cm (21 7/8 x 28 9/16in).

£2,000 - 3,000

€2,300 - 3,500

Provenance

The Collection of Fabrizio Pignatelli (according to a label on the reverse)

95

CIRCLE OF MELCHIOR DE HONDECOETER (UTRECHT 1636-1695 AMSTERDAM)

Decorative fowl by a river
oil on canvas
65.8 x 72.5cm (25 7/8 x 28 9/16in).

£4,000 - 6,000

€4,700 - 7,000

96

GIOVANNI AGOSTINO CASSANA (VENICE CIRCA 1658-1720 GENOA)

Doves, crayfish, a bowl of asparagus and a copper pot with various fruits
inscribed with old inventory number '21' (on reverse)
oil on canvas, oval
79.2 x 102.6cm (31 3/16 x 40 3/8in).

£2,000 - 3,000

€2,300 - 3,500

Provenance

Sale, Sotheby's, Olympia, 6 December 2005, lot 652 (as signed with initials 'GvC' and with additions by a later hand)



94



95



96



97



98



99

97

CIRCLE OF GODFRIED SCHALCKEN (DORDRECHT 1643-1706 THE HAGUE)

Portrait of a gentleman, half-length, in a blue coat with a gold striped wrap
oil on canvas
70.1 x 50.2cm (27 5/8 x 19 3/4in).
unframed

£2,000 - 3,000

€2,300 - 3,500

Provenance

Sale, Bonhams, 6 December 2006, lot 11, where purchased by the present owner

98

STUDIO OF GERRIT VAN HONTHORST (UTRECHT 1590-1656)

Portrait of a shepherdess with a bird nest
oil on canvas
76.2 x 62.8cm (30 x 24 3/4in).

£3,000 - 5,000

€3,500 - 5,800

The present composition is a copy of Honthorst's original, now in the Centraal Museum, Utrecht.

99 TP

ATTRIBUTED TO JEAN-BAPTIST DE SAIVE (NAMUR CIRCA 1540-1624 MECHELEN)

The meat seller
oil on canvas
120.4 x 91.2cm (47 3/8 x 35 7/8in).

£3,000 - 5,000

€3,500 - 5,800

Provenance

Sale, Neumeister, Munich, 22 December 2001, lot 532



100

100

MANNER OF JAN VAN BIJLERT, 19TH CENTURY

Portrait of a shepherd, half-length, within a painted oval
oil on canvas
80 x 66.2cm (31 1/2 x 26 1/16in).

£1,000 - 1,500

€1,200 - 1,800

101 *

PIETER JANSZ. QUAST (AMSTERDAM 1606-1647)

Soldiers casting dice for Christ's robe
signed 'PQast' (lower right)
oil on panel
106.8 x 75.9cm (42 1/16 x 29 7/8in).
unframed

£1,000 - 1,500

€1,200 - 1,800

102

AFTER DIEGO RODRIGUEZ DE SILVA Y VELASQUEZ, 19TH CENTURY

Las Meninas
signed 'J.Molina.Da*.X' (lower right)
oil on canvas
112.4 x 97.2cm (44 1/4 x 38 1/4in).

£8,000 - 12,000

€9,300 - 14,000

Provenance

Sale, Christie's, South Kensington, 4 May 2012, lot 78

The present composition is after Velasquez's original, in the Prado, Madrid. An artist Juan Molina de la Cruz is recorded as working in Córdoba in the early 18th Century.



101



102



103

103

**CIRCLE OF ROELOF VAN VRIES
(HAARLEM CIRCA 1631-1681
AMSTERDAM)**

Figures resting before a town, a lake beyond; Figures by a cottage in an extensive landscape

the former indistinctly signed (lower left) and the latter indistinctly signed and dated '****/16**' (lower right)

a pair, oil on panel
30.7 x 43.2cm (12 1/16 x 17in). (2)

£2,000 - 3,000

€2,300 - 3,500

THIS LOT IS SOLD WITHOUT RESERVE

104

**CIRCLE OF JAN DE MOMPER (ANTWERP
1614-1688)**

A coastal inlet with figures on the shore and mountains in the distance

oil on copper

17.2 x 21.6cm (6 3/4 x 8 1/2in).

£800 - 1,200

€930 - 1,400

105

**ATTRIBUTED TO DIONYS VERBURGH
(ROTTERDAM CIRCA 1655-1722)**

Bandits on a riverside path, a town beyond

oil on canvas

62.7 x 73.2cm (24 11/16 x 28 13/16in).

£2,000 - 3,000

€2,300 - 3,500



104



105

106

**DIRCK VERHAERT (?HAARLEM CIRCA
1610-CIRCA 1680 ?LEIDEN)**

A Mediterranean harbour with travellers on a
path

signed with initials 'DVH' (lower right)

oil on panel

47.8 x 58.2cm (18 13/16 x 22 15/16in).

£1,500 - 2,000

€1,800 - 2,300

107

**CIRCLE OF DIRK-THEODOR
HELMBREKER (HAARLEM 1633-1696
ROME)**

Figures dancing and merrymaking before a
town

oil on canvas

80.4 x 103.3cm (31 5/8 x 40 11/16in).

£2,000 - 3,000

€2,300 - 3,500



103



106



107



108



108



109

108 *
CIRCLE OF ADRIAEN JANSZ. VAN OSTADE (HAARLEM 1610-1685)

A man reading a letter; and A woman playing a pipe
 the former bears signature and date 'AV OSTA**/ 1637' (lower right, the A and V in ligature)
 a pair, oil on panel, *tondi*
 12.2 cm. (4 3/4in.) diameter (2)

£1,500 - 2,000
 €1,800 - 2,300

109
FOLLOWER OF HENDRICK VAN BALEN (ANTWERP 1575-1632)

The Madonna and Child
 oil on canvas, transferred from panel
 48.2 x 33.3cm (19 x 13 1/8in).

£1,500 - 2,000
 €1,800 - 2,300

Provenance

Private Collection, Saint Petersburg, 1825 (according to a Cyrillic inscription on the reverse)



110

110
FRENCH SCHOOL, 17TH CENTURY

Portrait of a lady carving a tree
oil on copper
30.6 x 22.2cm (12 1/16 x 8 3/4in).

£2,000 - 3,000

€2,300 - 3,500

111
CIRCLE OF NICOLAS DE LARGILLIÈRE (PARIS 1656-1746)

Portrait of a lady with an African attendant, before a curtain
oil on canvas
105.6 x 84.2cm (41 9/16 x 33 1/8in).

£3,000 - 5,000

€3,500 - 5,800

112
CIRCLE OF PIERRE MIGNARD (TROYES 1612-1695 PARIS)

Portrait of a lady, full-length, in an embroidered dress before a landscape
oil on copper
43.1 x 28.5cm (16 15/16 x 11 1/4in).

£2,000 - 3,000

€2,300 - 3,500



111



112

113

JAKOB FERDINAND VOET (ANTWERP 1639-CIRCA 1700)

Portrait of Hortense Mancini, Duchess of Mazarin, as Cleopatra
oil on canvas
75.1 x 60.9cm (29 9/16 x 24in).

£10,000 - 15,000

€12,000 - 17,000

Provenance

Acquired at the beginning of the 20th century by Commander Charles Edward Evans of the Evans and Reid Coal Company Ltd, who hung it at his country house, Nailsea Court, Somerset, until his death in 1944, when it was bequeathed to his daughter, Primrose, and thence by descent to the present owner

The quality of the present portrait by Jakob Ferdinand Voet may be compared to the extremely fine oval version by Voet in the Castello Masino; while a version which follows this rectangular format is in Earl Spencer's collection at Althorp House. A 'limned' miniature of the Duchess of Mazarin is recorded as having been in the Royal Collection during the reigns of James II and William III, which is probably the miniature copy of Voet's portrait which is still in the Royal Collection. A further copy after Voet is in the Musée des beaux-arts de Chambéry.

Hortense Mancini (Rome 1646-1699 Chelsea) was the favourite niece of Cardinal Mazarin, the at one time all-powerful Chief-Minister to Louis XIV of France, and the fourth of the five Mancini sisters, who were celebrated at the French court for their great beauty. When in exile Charles II of England proposed to Hortense in 1659, but his offer was rejected by her powerful uncle who believed Charles at that time

to have little in the way of prospects. Mazarin realised his mistake when Charles was reinstated as King of England only months later. It was then the Cardinal who approached Charles, offering a dowry of 5 million livres, but Charles refused.

Following her marriage to Armand Charles de La Porte de La Meilleraye, one of the richest men in Europe and the death of her uncle soon after, Hortense became fabulously wealthy, the Palais Mazarin in Paris being known for its fine art collection. At one point she was reported to have been the richest lady in Europe. The marriage was not a happy one, Hortense finding affection elsewhere, notoriously first in the person of the sixteen-year-old Sidonie de Courcelles (she was also famous for cross-dressing). Following impoverishment after her estrangement from and the subsequent death of her husband, Hortense's fortunes were revived when she travelled to England, becoming *Maitresse en titre* to Charles II by the middle of 1676.

After her fall from favour with Charles and his subsequent death, Hortense's name was romantically linked with the Countess of Sussex, the Prince of Monaco and even the poet, Aphra Behn. When James II succeeded his brother in 1685 the Duchess continued to be provided for, no doubt because the new Queen, Mary of Modena, was her niece. She went on to preside over a salon of intellectuals. The symbolism of the present composition might be considered eerily prescient since it is thought that Hortense may have committed suicide.

We are grateful to Francesco Petrucci for confirming the attribution based on colour photographs.





114



115



116

114

SCHOOL OF HAARLEM, 17TH CENTURY

A head study of a gentleman
oil on paper laid down on card laid down on board
32.2 x 27.6cm (12 11/16 x 10 7/8in).

£2,000 - 3,000
€2,300 - 3,500

115

CIRCLE OF GERARD TERBORCH (ZWOLLE 1617-1681 DEVENTER)

Portrait of a lady, bust-length, in widow's weeds
oil on canvas
45.2 x 38cm (17 13/16 x 14 15/16in).

£1,500 - 2,000
€1,800 - 2,300

Provenance

Sale, Christie's, South Kensington, 19 April 2000, lot 273

THIS LOT IS SOLD WITHOUT RESERVE

116

G. DELA BELLONNIERE (ACTIVE FRANCE, 1730), 18TH CENTURY

An interior with a woman spinning wool and a man playing a pipe
signed and dated 'G. f**ier Dela Bellonniere/ Pinxit 1730' (lower right)
oil on canvas
99.8 x 80cm (39 5/16 x 31 1/2in).

£1,000 - 1,500
€1,200 - 1,800



117

117
AFTER GERRIT DOU, 18TH CENTURY

A woman at a window with an oil lamp
 oil on panel, arched top
 23.8 x 18cm (9 3/8 x 7 1/16in).

£3,000 - 5,000
 €3,500 - 5,800

The present painting is after Dou's original work now in the Rijksmuseum, Amsterdam (object no. SK-A-89).

118
AFTER GODFRIED SCHALCKEN, 18TH CENTURY

The Penitent Magdalen, in candlelight
 oil on canvas
 56.6 x 45.8cm (22 5/16 x 18 1/16in).

£2,000 - 3,000
 €2,300 - 3,500

The present composition is after Schalcken's original work, now in the Staatliches Museum, Schwerin.

119
MANNER OF HANS HOLBEIN THE YOUNGER, 18TH CENTURY

Portrait of a lady, traditionally identified as Anne Boleyn, half-length, in a gold dress and fur shawl
 oil on panel
 20.5 x 15cm (8 1/16 x 5 7/8in).
 unframed

£800 - 1,200
 €930 - 1,400

Exhibited
 London, South Kensington Museum, *The First Special Exhibition of National Portraits*, 16 April-18 August 1866 (according to a label on the reverse)



118



119



120



121

120

ADRIAEN CORNELISZ. BEELDEMAKER (ROTTERDAM CIRCA 1625-1701 THE HAGUE)

Diana and Actaeon; and A hunting scene
the former signed and dated 'A Beeldemaker/ An. 1696' (lower right)
and the latter signed 'A Beeldemaker (lower right, strengthened)
a pair, oil on canvas
46.1 x 60.6cm (18 1/8 x 23 7/8in). (2)

£3,000 - 5,000

€3,500 - 5,800

Provenance

Private Collection, Lincolnshire

121

IRISH SCHOOL, 18TH CENTURY

Portrait of Spranger Barry, half-length, in a red coat with fur trim,
seated at a desk
oil on canvas
78.7 x 63.5cm (31 x 25in).

£6,000 - 8,000

€7,000 - 9,300

Provenance

Rahinstown House, Co. Meath, Ireland
Sale, Adam's, Dublin, 5 October 2010, lot 557

Spranger Barry (1719-1777) was born in Dublin to the silversmith William Barry. He pursued a career as an actor and made his first appearance in London at Drury Lane, as Othello, in 1746. Barry was a favourite of Frederick, Prince of Wales and was widely heralded as one of the finest actors of the 18th century. He returned to Ireland briefly in 1758 to open the Crow Street theatre in Dublin, and another in Cork in 1767. He returned to London and continued to perform until his death in 1777.



120

122 TP

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

Portrait of Admiral Laton, half-length, in naval uniform
oil on canvas
126.5 x 101.4cm (49 13/16 x sin).

£2,000 - 3,000
€2,300 - 3,500

Provenance

The sitter, and by descent through the family to the present owner

Rear-Admiral Sheldrake Laton (c.1711-1776) is first recorded on his promotion to captain of the Flamborough frigate in 1741, but was believed to have been commander of a sloop of war for a considerable period prior to this.



122



123



124



125

123

FLEMISH SCHOOL, LATE 16TH CENTURY

Portrait of a girl, bust-length, in black and gold costume
oil on copper, oval
8.8 x 6.8cm (3 7/16 x 2 11/16in).

£1,000 - 1,500

€1,200 - 1,800

124

NORTH ITALIAN SCHOOL, LATE 16TH CENTURY

Portrait of a lady, traditionally identified as Catherine Henriette de
Balzac d'Entragues, Marquise de Vernueil, bust-length, with ribbons
and flowers in her hair
oil on copper, oval
12.6 x 9.8cm (4 15/16 x 3 7/8in).

£1,000 - 1,500

€1,200 - 1,800

Provenance

Sale, Christie's, London, 8 July 1932, lot 65

125

GENOESE SCHOOL, EARLY 17TH CENTURY

Portrait of a lady, three-quarter-length, in embroidered costume
oil on copper
26.2 x 20.6cm (10 5/16 x 8 1/8in).

£3,000 - 5,000

€3,500 - 5,800



126

126
**CIRCLE OF SCIPIONE PULZONE (GAETA CIRCA 1550-1598
 ROME)**

The Madonna at prayer
 oil on canvas
 61.1 x 48.2cm (24 1/16 x 19in).

£4,000 - 6,000
 €4,700 - 7,000

Provenance
 The Collection of Mrs M.H. Walton, Bath, before 1965 (according to a label on the reverse)

The present composition is based on the figure of the Madonna in Pulzone's *The Annunciation*, in the Pinacoteca di Capodimonte, Naples.

127
ROMAN SCHOOL, 18TH CENTURY

An Allegory of Music
 oil on canvas
 97.8 x 73.6cm (38 1/2 x 29in).

£3,000 - 5,000
 €3,500 - 5,800

128
FLORENTINE SCHOOL, 17TH CENTURY

Portrait of Cosimo II de' Medici, three-quarter-length, standing before a red curtain
 oil on canvas
 112 x 90.2cm (44 1/8 x 35 1/2in).

£3,000 - 5,000
 €3,500 - 5,800



127



128



129



130

129 TP

STUDIO OF LUCA GIORDANO (NAPLES 1634-1705)

Aeneas comforted by Venus

oil on canvas

106 x 136.5cm (41 3/4 x 53 3/4in).

£6,000 - 8,000

€7,000 - 9,300

The present painting is a copy, with some variants, of the original, larger work by Giordano in Schloss Schleissheim, Munich.

130

DUTCH SCHOOL, CIRCA 1630

A young man holding a roemer

oil on canvas

92.4 x 72.6cm (36 3/8 x 28 9/16in).

£3,000 - 5,000

€3,500 - 5,800



131

131

PAOLO ANESI (ROME CIRCA 1700-CIRCA 1761)

Figures resting on a riverbank before a waterfall, a classical temple beyond

oil on paper laid down on canvas
40.3 x 52.7cm (15 7/8 x 20 3/4in).

£3,000 - 5,000

€3,500 - 5,800

Exhibited

Padua, Musei Civici agli Eremitani, *Maestri veneti dal XV al XVIII secolo tra conservazione pubblica e privata*, 31 March - 17 June 2012, cat. no. 44

Literature

Maestri veneti dal XV al XVIII secolo tra conservazione pubblica e privata, exh. cat., Padua 2012, cat. no. 44

132 TP

CIRCLE OF PIETER CASTEELS III (ANTWERP 1684-1749 RICHMOND)

A huntsman with his spoils

oil on canvas
153 x 119.2cm (60 1/4 x 46 15/16in).
unframed

£3,000 - 5,000

€3,500 - 5,800

The present composition is derived from an original work by Casteels, on canvas, 149.8 x 116.8 cm., which was signed and dated 1723 (Christie's, 16 February, 1951, lot 162).



132



133



134



135

133
FLORENTINE SCHOOL, 17TH CENTURY

San Carlo Borromeo
oil on canvas, *tondo*
44.2cm. (17 1/2 in.) diameter

£1,000 - 1,500
€1,200 - 1,800

134
NEAPOLITAN SCHOOL, 18TH CENTURY

Saint Anthony of Padua with the Christ child
oil on canvas, laid down on board
43 x 33.3cm (16 15/16 x 13 1/8in).

£1,000 - 1,500
€1,200 - 1,800

135
STUDIO OF ELISABETTA MARCHIONI (ACTIVE ROVIGO, 1740-1780)

A bronze urn of chrysanthemums on a stone ledge with roses, tulips and other flowers nearby
oil on canvas
95 x 68.5cm (37 3/8 x 26 15/16in).

£4,000 - 6,000
€4,700 - 7,000

Provenance
Sale, Christie's, London, 16 January 1970, lot 181 (as Guardi)



136

136

VENETIAN SCHOOL, CIRCA 1700

The Visitation

oil on canvas

49.1 x 39.2cm (19 5/16 x 15 7/16in).

£1,500 - 2,000

€1,800 - 2,300

137

ATTRIBUTED TO PIETRO SORRI (SAN GUSMÈ 1556-1621 SIENA)

The Ecstasy of Saint Francis

oil on paper, laid on board, *en brunaille*

22.7 x 18.1cm (8 15/16 x 7 1/8in).

£800 - 1,200

€930 - 1,400

138

ITALO-FLEMISH SCHOOL, 17TH CENTURY

A chicken and dead game in an interior

oil on canvas

67.1 x 50.4cm (26 7/16 x 19 13/16in).

£1,500 - 2,000

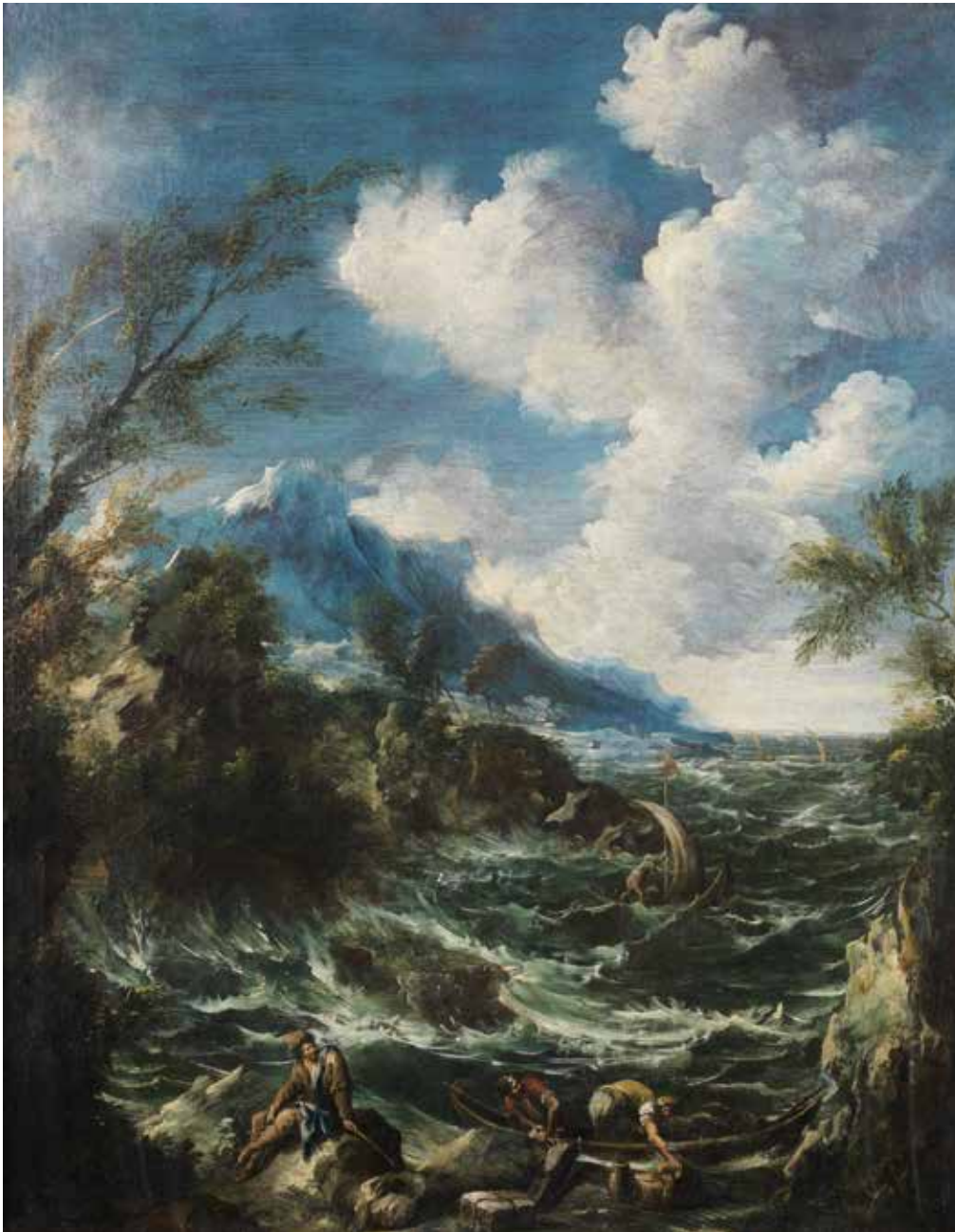
€1,800 - 2,300



137



138



139

139

ANTONIO FRANCESCO PERUZZINI (ANCONA CIRCA 1668-1724 MILAN), AND ALESSANDRO MAGNASCO, CALLED LISSANDRINO (GENOA 1667-1749)

Figures working at the shore of a rough sea landscape
signed with initial 'M' (lower centre)
oil on canvas

112.2 x 86.5cm (44 3/16 x 34 1/16in).

£15,000 - 20,000

€17,000 - 23,000

Provenance

Sale, Sotheby's, Monte Carlo, 6 December 1987, lot 23 (as Alessandro Magnasco)

Sale, Bourg-en-Bresse, 24 April 1988, lot 78, where purchased by the present owner

While the treatment of the landscape is consistent with the best works by Antonio Francesco Peruzzini that the figures are by Alessandro Magnasco.



140

140

ANDREA LOCATELLI (ROME 1693-CIRCA 1741)

A wooded river landscape with shepherds observing bathers

oil on canvas

67.6 x 100cm (26 5/8 x 39 3/8in).

£10,000 - 15,000

€12,000 - 17,000



141



142



143

141 TP

FOLLOWER OF ALEXANDER ROSLIN (MALMO 1718-1793 PARIS)

Portrait of Count Georg Adam von Starhemberg, three-quarter-length, seated before a column
oil on canvas
138.1 x 98.1cm (54 3/8 x 38 5/8in).
unframed

£6,000 - 8,000

€7,000 - 9,300

The present work follows Roslin's portrait of the Count painted in Paris in 1762. Numerous copies, often bust-length, are known.

142

AFTER JEAN-BAPTISTE LEPRINCE, 18TH CENTURY

The Astrologer
oil on copper
43 x 34.3cm (16 15/16 x 13 1/2in).
together with a drawing of the same subject (2)

£4,000 - 6,000

€4,700 - 7,000

The present composition is a copy, in reverse, of Leprince's original work, in Baltimore Museum of Art, USA. It is most likely based on the engraving by Isidore Stanislas Helman from 1776.

143

CIRCLE OF JOSEPH-LAURENT MALAINE (TOURNAI 1745-1809 PARIS)

Roses, poppies and other flowers in a glass vase on a table-top
oil on canvas
35.8 x 30.2cm (14 1/8 x 11 7/8in).

£800 - 1,200

€930 - 1,400



144

144
PIERRE JOSEPH CELESTIN FRANCOIS (NAMUR 1759-1851 BRUSSELS)

The Binding of Cupid
 signed and dated 'Jos.*Francois 1778' (lower left)
 oil on canvas
 84.4 x 69.2cm (33 1/4 x 27 1/4in).

£2,000 - 3,000
 €2,300 - 3,500

145
CIRCLE OF JOHANN GEORG PLATZER (ST. PAUL IN EPPAN 1704-1761)

Elegant figures in an interior
 oil on panel
 30.3 x 23.4cm (11 15/16 x 9 3/16in).

£1,500 - 2,000
 €1,800 - 2,300

146
JOHAN HORNER (EDEBO 1711-1763 COPENHAGEN)

Clementines in a glass dish on a draped table-top, with a carafe of wine
 signed and dated 'J: Hörner/p: 1752' (on table edge, lower left)
 oil on canvas
 57.6 x 47.3cm (22 11/16 x 18 5/8in).

£4,000 - 6,000
 €4,700 - 7,000



145



146



147



148



149

147

ENGLISH SCHOOL, EARLY 18TH CENTURY

Portrait of a young child, standing full-length, with a spaniel before a landscape

oil on canvas

105.7 x 85.2cm (41 5/8 x 33 9/16in).

£3,000 - 5,000

€3,500 - 5,800

148

EDWARD PENNY (KNUTSFORD 1714-1791 CHISWICK)

Portrait of a lady, traditionally identified as Miss Penny, full-length, in pink before a landscape

oil on canvas

72.1 x 63.5cm (28 3/8 x 25in).

£3,000 - 5,000

€3,500 - 5,800

Provenance

With Leger Galleries Ltd., London, March 1965 (according to a label on the reverse)

149

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

The Madonna and Child

oil on canvas, extended on both vertical sides

76.6 x 64cm (30 3/16 x 25 3/16in).

£2,000 - 3,000

€2,300 - 3,500

Exhibited

Probably, *Catalogue of the Works of Sir Joshua Reynolds, P.R.A., Exhibited at the Grosvenor Gallery, 1883 - 1884* (according to an old inscription on the reverse)

150

THOMAS ROBERTS (WATERFORD 1749-1778 LISBON)

A drover on horseback with cattle passing a castle on a rocky promontory
oil on canvas
28.2 x 39.8cm (11 1/8 x 15 11/16in).

£3,000 - 5,000
€3,500 - 5,800

Provenance

With P & D Colnaghi & Co., London, circa 1963

151 *

CIRCLE OF JULIUS CAESAR IBBETSON (FULNECK 1759-1817 MASHAM)

A drover with his herd by a river
oil on panel
25.1 x 30.9cm (9 7/8 x 12 3/16in).

£700 - 1,000
€820 - 1,200

152

CHARLES TOWNE (WIGAN 1763-1840 LIVERPOOL)

Horses and sheep in a winter landscape
signed and dated 'C.Towne/ 1810' (lower left)
oil on panel
42.1 x 53.6cm (16 9/16 x 21 1/8in).

£1,500 - 2,000
€1,800 - 2,300

Provenance

Sale, Sotheby's, London, 12 March 1980, lot 113



150



151



152



153

153 TP

**AFTER JACOPO DA PONTE, CALLED
JACOPO BASSANO, EARLY 18TH
CENTURY**

Jacob's Return to the Land of Canaan
oil on canvas

134.2 x 183.4cm (52 13/16 x 72 3/16in).

£4,000 - 6,000
€4,700 - 7,000

The present composition is after Bassano's original, now in the Collection of Her Majesty the Queen, UK.

154 TP

**ENGLISH SCHOOL, EARLY 19TH
CENTURY**

An extensive Italianate landscape with
Mercury and Argus
oil on canvas

101.3 x 132.2cm (39 7/8 x 52 1/16in).

£7,000 - 10,000
€8,200 - 12,000

155

**ENGLISH SCHOOL, EARLY 19TH
CENTURY**

Portrait of a lady and child
oil on canvas

51.6 x 63.9cm (20 5/16 x 25 3/16in).

£3,000 - 5,000
€3,500 - 5,800



154



155

156 TP

**CIRCLE OF BENJAMIN WEST
(PENNSYLVANIA 1738-1820 LONDON)**

Suffer the Little Children to come unto Me
oil on canvas, unlined
117.5 x 142.7cm (46 1/4 x 56 3/16in).
unframed

£2,000 - 3,000
€2,300 - 3,500

We are grateful to Professor Allen Staley for suggesting that this may be one of the two pictures sold by West's sons at Robins, London, 20-22 June 1829, lot 58 ('The Parting of Hector and Christ Blessing Little Children'), possibly completed by another hand.

156



157 TP

FLEMISH SCHOOL, 19TH CENTURY

Portrait of a family with a gentleman playing a lute
oil on canvas
150 x 202cm (59 1/16 x 79 1/2in).
unframed

£2,000 - 3,000
€2,300 - 3,500

157



158



159

THIS LOT IS SOLD WITHOUT RESERVE

158

ENGLISH SCHOOL, LATE 18TH CENTURY

Portrait of a lady, half-length, in a white dress with a black shawl and a white lace cap with a blue ribbon
oil on canvas

77.4 x 64cm (30 1/2 x 25 3/16in).

£600 - 800

€700 - 930

159

JOSEPH HIGHMORE (LONDON 1692-1780 CANTERBURY)

Portrait of a gentleman, half-length, in a blue coat and a red waistcoat
oil on canvas

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

£3,000 - 5,000

€3,500 - 5,800

Provenance

Sheffield Park, East Sussex

With P & D Colnaghi, London (as Michael Dahl, both according to a label on the reverse)

160

ROBERT EDGE PINE (LONDON CIRCA 1733-1788 PHILADELPHIA)

Portrait of a gentleman, half-length, in a grey coat
oil on canvas

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

£3,000 - 5,000

€3,500 - 5,800

Provenance

The Collection of Jules Cambon (according to labels on the reverse)



160



161

161

CIRCLE OF SIR PETER LELY (SOEST 1618-1680 LONDON)

Portrait of a gentleman, bust-length, in crimson dress with a white lace jabot, within a painted stone cartouche

oil on canvas

76.7 x 63.2cm (30 3/16 x 24 7/8in).

£2,000 - 3,000

€2,300 - 3,500

162

ENGLISH SCHOOL, EARLY 18TH CENTURY

Self-portrait of an artist

oil on canvas

76.2 x 63.2cm (30 x 24 7/8in).

£1,500 - 2,000

€1,800 - 2,300

It has been suggested that the sitter in the present portrait may be identified as Philippe Mercier (Berlin 1689-1760 London).

163

FOLLOWER OF ROBERT WALKER (? CIRCA 1607-CIRCA 1658 LONDON)

Portrait of a gentleman, bust-length, in armour

oil on canvas

76.2 x 65.2cm (30 x 25 11/16in).

£2,000 - 3,000

€2,300 - 3,500



162



163



164

164

ENGLISH SCHOOL, CIRCA 1800

Cupid disarmed by Euphrosine; Cupid binding Aglaia to a Laurel; The Birth of Shakespeare; and Hope Nursing Love

a set of four, oil on canvas, *tondi*

56.8cm (22 3/8in). diameter

(4)

£8,000 - 12,000

€9,300 - 14,000

The first three compositions are based on engravings by Bartolozzi after Angelica Kauffman. *Hope Nursing Love* is based on an engraving by Bartolozzi, after Sir Joshua Reynolds' portrait of Miss Morris.



165



165

165 *

**MASTER OF THE LANGMATT FOUNDATION VIEWS (ACTIVE
VENICE, CIRCA 1740-1770)**

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)

£15,000 - 20,000

€17,000 - 23,000

Provenance

Private Collection, USA

We are grateful to Charles Beddington for confirming after first hand inspection that these paintings are by The Master of the Langmatt Foundation views, probably Apollonio Domenichini.

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



166

166 TP

STUDIO OF FRANÇOIS DE TROY (TOULOUSE 1645-1730 PARIS)

Portrait of the Marquise de Franqueville and her children

oil on canvas

143.3 x 168cm (56 7/16 x 66 1/8in).

in a carved frame

£6,000 - 8,000

€7,000 - 9,300

Provenance

Formerly at the Château de la Seilleraye, Carquefou, Loire-Atlantique, France

The present composition is based on a work by de Troy and studio, with certain differences, of which the location is unknown (see: D. Breme, *François de Troy*, Paris 1997, p. 162).

167

ATTRIBUTED TO PIERRE HENRI DE VALENCIENNES (TOULOUSE 1750-1819 PARIS)

A shepherd and flock in a landscape with a sculptural herm beside a lake

oil on canvas

62 x 83cm (24 7/16 x 32 11/16in).

£3,000 - 5,000

€3,500 - 5,800

168

FRENCH SCHOOL, 18TH CENTURY

An extensive landscape with drovers and their herd

oil on canvas

60.8 x 86.8cm (23 15/16 x 34 3/16in).

£2,000 - 3,000

€2,300 - 3,500

Provenance

With Alfred Bullard Inc., Philadelphia (according to a label on the reverse)

169

JEAN FRANÇOIS HUE (SAINT-ARNOULD-EN-YVELINES 1751-1823 PARIS)

Figures on a country path

oil on canvas

39.6 x 47.5cm (15 9/16 x 18 11/16in).

£2,000 - 3,000

€2,300 - 3,500



167



168



169



170



171



172

170

ATTRIBUTED TO PIETRO FABRIS (NAPLES CIRCA 1740-1792)

Portrait of a peasant boy in profile; and Portrait of a peasant boy, bust-length, in a brown cloth cap

a pair, oil on canvas

20.5 x 15.2cm (8 1/16 x 6in). (2)

£3,000 - 5,000

€3,500 - 5,800

171 TP

ITALIAN SCHOOL, 19TH CENTURY

Venus, Cupid and Psyche

oil on canvas, shaped

159.8 x 102.6cm (62 15/16 x 40 3/8in).

£3,000 - 5,000

€3,500 - 5,800

THIS LOT IS SOLD WITHOUT RESERVE

172

NORTH ITALIAN SCHOOL, 17TH CENTURY

Tulips, an iris, forget-me-nots and other flowers in a glass vase

oil on canvas

55.1 x 45.6cm (21 11/16 x 17 15/16in).

£700 - 1,000

€820 - 1,200



173

173
BOLOGNESE SCHOOL, 17TH CENTURY

A young child playing with a spaniel
 oil on canvas, oval
 60 x 46.8cm (23 5/8 x 18 7/16in).

£3,000 - 5,000
 €3,500 - 5,800

174
GIACOMO NANI (PORT'ERCOLE 1698-1770 NAPLES)

A garland of flowers on a sculpted urn, in a wooded landscape
 signed 'Giacomo Nani f.' (lower left)
 oil on canvas
 62.9 x 49.2cm (24 3/4 x 19 3/8in).

£1,500 - 2,000
 €1,800 - 2,300



170



174



175



176



177

175

BOLOGNESE SCHOOL, 18TH CENTURY

The Madonna and Child
bears old inscription 'CORRADO F.' (on the reverse)
oil on canvas
77.7 x 62.2cm (30 9/16 x 24 1/2in).

£2,000 - 3,000

€2,300 - 3,500

176

VENETIAN SCHOOL, 18TH CENTURY

A bearded man, bust-length, in a turban
oil on canvas laid down on panel, a fragment
64.9 x 52.2cm (25 9/16 x 20 9/16in).

£4,000 - 5,000

€4,700 - 5,800

177

CIRCLE OF CLAUDIO FRANCESCO BEAUMONT (TURIN 1694-1766)

Venus and her handmaidens
oil on canvas, octagonal
34 x 33.5cm (13 3/8 x 13 3/16in).
in a carved frame

£4,000 - 6,000

€4,700 - 7,000



178

178
GENOESE SCHOOL, 17TH CENTURY

Portrait of a cleric, half length, in black and holding a book
 oil on canvas
 72 x 69.2cm (28 3/8 x 27 1/4in).
 in a carved and gilt frame

£2,000 - 3,000
 €2,300 - 3,500

179
CIRCLE OF LODOVICO CARRACCI (BOLOGNA 1555-1619)

The Agony in the Garden
 oil on canvas
 45.8 x 35.8cm (18 1/16 x 14 1/8in).

£2,000 - 3,000
 €2,300 - 3,500

Three other versions of the present composition are known, the prime one being considered to be in the Torlonia Collection, Rome (later with Matthiesen Fine Art, London).

180
FOLLOWER OF JUSTUS VAN HUYSUM THE ELDER (AMSTERDAM 1659-1716)

Roses, poppies, tulips and other flowers in a terracotta urn
 oil on canvas
 111.1 x 77cm (43 3/4 x 30 5/16in).

£1,500 - 2,000
 €1,800 - 2,300



179



180



181

181

G. GANDOLFI (ACTIVE ITALY, EARLY 19TH CENTURY)

A mountainous landscape at dawn with a traveller on a wooded path

signed 'G.Gandolfi' (lower right)

oil on canvas

61.2 x 91.1cm (24 1/8 x 35 7/8in).

£2,000 - 3,000

€2,300 - 3,500

Two other landscapes by the present artist, also signed 'Gandolfi', are in private collections in Bergamo (see various, *Collezioni private Bergamasche*, Bergamo, 1981, ill. pl. 550 and 551).



182

182

FRENCH SCHOOL, EARLY 19TH CENTURY

A panoramic landscape

oil on paper, laid on board

17.7 x 39cm (6 15/16 x 15 3/8in).

unframed

£1,000 - 1,500

€1,200 - 1,800



183

183

JUSTUS JUNKER (MAINZ 1703-1767 FRANKFURT AM MAIN)

A kitchen still life

signed 'J Juncker fec' (lower right)

oil on canvas, unlined

42.6 x 50.2cm (16 3/4 x 19 3/4in).

£2,000 - 3,000

€2,300 - 3,500

Provenance

Sale, Bukowski, Stockholm, 30 November 2005, lot 791, where purchased by the present owner

184

**CIRCLE OF TOMASO PORTA (BRESCIA
1689-1768 VERONA)**

An extensive river landscape with figures
fishing

oil on canvas

67.5 x 88.5cm (26 9/16 x 34 13/16in).

£2,000 - 3,000

€2,300 - 3,500

THIS LOT IS SOLD WITHOUT RESERVE

185

**MANNER OF GIOVANNI ANTONIO
CANALETTO, 20TH CENTURY**

View of the Grand Canal looking North East
towards the Rialto Bridge, Venice

oil on canvas

60.3 x 120.2cm (23 3/4 x 47 5/16in).

unframed

£600 - 800

€700 - 930

The present composition is based on
Canaletto's view of the Grand Canal, which is
now in the Gemäldegalerie, Dresden.

186

PIERRE MONAMI (SPA 1814-1857 ROME)

The Roman forum with the Arch of
Constantine, the Temple of Venus and Rome,
and the Via Sacra leading to the Arch of Titus
signed, inscribed and dated 'P. monami./
Roma 1849' (lower right)

oil on canvas

40 x 59cm (15 3/4 x 23 1/4in).

£3,000 - 5,000

€3,500 - 5,800



184



185



186



187

187

FRANCIS HAYMAN (EXETER 1708-1776 LONDON)

A dairy maid with a black boy
oil on canvas
71 x 88.2cm (27 15/16 x 34 3/4in).

£4,000 - 6,000
€4,700 - 7,000

Provenance

The Collection of Marquess and Marchioness Amodio, Paris, before 1950
Sale, Sotheby's, London, 15 June 2000, lot 93 (Property of a Nobleman sold to benefit the International Red Cross in their relief work in Timor)

Exhibited

Dallas, Museum of Fine Arts, *Four Centuries of European Painting*, 6 October 1951- 13 January 1952 (as by Phillippe Mercier, as Amodio Loan)

Literature

Four Centuries of European Painting, Dallas, 1951, cat. no. 53 (as Philippe Mercier, as Amodio Loan)

According to a label on the reverse, the subject of the present painting records an occasion that took place at the Duke of Bridgewater's estate.



188

188

CIRCLE OF MARY BEALE (SUFFOLK 1633-1699 LONDON)

Portrait of a female artist

oil on canvas

76.2 x 63cm (30 x 24 13/16in).

£6,000 - 8,000

€7,000 - 9,300

Provenance

The Collection of G.W.D Palmer-Kerrison, Langhale, Norfolk, before 1918

Sale, Keys, Norfolk, 18 August 2006, lot 545, where purchased by the present owner's father

Literature

G. Milner-Gibson-Cullum, 'Mary Beale', in *Suffolk Institute of Archeology and Natural History*, vol. XVI, part III, Ipswich, 1918, p.12, ill (in the Collection of G.W.D Palmer-Kerrison)



189



190

189

GEORGE MORLAND (LONDON 1763-1804)

The wreckers

signed and indistinctly inscribed 'G. Morland/Pinxt/ ****' (lower right) and bears signature G. Morland' (lower left)

oil on canvas

67.5 x 94.5cm (26 9/16 x 37 3/16in).

£4,000 - 6,000

€4,700 - 7,000

Provenance

With Leger Galleries, London, June 1976

Private Collection, UK

190

AFTER WILLIAM HOGARTH, 18TH CENTURY

Portrait of Gustavus Hamilton, 2nd Viscount Boyne, full-length, in a brown coat and blue waistcoat, before a landscape

oil on canvas

50.9 x 37cm (20 1/16 x 14 9/16in).

£2,000 - 3,000

€2,300 - 3,500

Provenance

Sale, Christie's, London, 4 September 2003, lot 27

The present composition is after Hogarth's original, now in the collection of Viscount Boyne, UK.



191

191 † TP

FOLLOWER OF SAMUEL SCOTT (LONDON 1702-1772 BATH)

The Thames and Old Westminster Bridge looking towards Westminster Abbey, London
oil on canvas
71.5 x 117.2cm (28 1/8 x 46 1/8in).

£7,000 - 10,000

€8,200 - 12,000

Provenance

The Collection of James R. Herbert Boone, by whom offered Sale, Sotheby's, London, 16 November 1988, lot 78 (the property of the Estate of James R. Hebert Boone, sold for the John Hopkins University, Baltimore)
Property of an important public limited company, UK

192

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

The Young Samuel
oil on canvas
91.4 x 61.1cm (36 x 24 1/16in).

£1,000 - 1,500

€1,200 - 1,800

Several versions of this composition are known, as is often the case with Reynolds's subject pictures. The prime version may have been that bought from Reynolds in 1776 by Robert Charles Mannings, Marquess of Granby, later 4th Duke of Rutland, which was destroyed in a fire at Belvoir Castle in 1816, although it is not clear whether this picture was a version of the *Infant Samuel* or *The Calling of Samuel*. The present work comes closest to that in the Tate Gallery, London (86.4 x 69.8 cm.) albeit that picture is a few centimetres wider at the left hand edge, suggesting that the present work has been slightly trimmed on that side. Mannings lists a missing version of the present subject (cat. no. 2155, 91.4 x 71.7cm.) as previously in the collection of Lord Edgumbe. Reynolds also recorded the sale of a *Samuel* to Augustus Keppel, the present location of which is unknown.



192



193

193
THEODOR MATTENHEIMER THE YOUNGER (BAMBERG 1787-1856 MUNICH)

Peaches, gooseberries, cherries and other fruit on a stone ledge with a bowl of raspberries; and Peaches, grapes and plums on a stone ledge the former signed 'ATMattenheimer pin' (on ledge, lower left) and the latter signed and dated 'ATMatt=1812.' (lower right)

a pair, oil on panel
 25.2 x 33.5cm (9 15/16 x 13 3/16in). (2)

£1,000 - 1,500
 €1,200 - 1,800

194
GIUSEPPE GIUSTI (ITALIAN, BORN 1872)

Still life with goldfish, a tulip and roses signed 'G.Giusti' and indistinctly dated '18*3' (lower centre)

oil on panel
 44 x 33.5cm (17 5/16 x 13 3/16in).

£3,000 - 5,000
 €3,500 - 5,800

Provenance
 Sale, Bukowskis, Sweden, 4 December 2012, lot 251



194



193

195 *

CIRCLE OF JEAN BAPTISTE GREUZE (TOURNUS 1725-1805 PARIS)

Study of a young girl, bust-length, within a painted oval
oil on canvas
38.8 x 30.3cm (15 1/4 x 11 15/16in).

£3,000 - 5,000

€3,500 - 5,800

Provenance

The Thomson Galleries, Detroit, 1938, where purchased by
Viola Bray, Michigan, USA (1873-1961) and thence by descent through
the family to the present owner

The present composition is taken from a work by Greuze that was
exhibited in 1936 at the Musée Rath, Geneva. The lot is accompanied
by a copy of a letter from George Isarlov dated 23 September 1935
confirming his opinion that it is by Greuze.



195



196



197

196

PAULUS CONSTANTIJN LA FARGUE (THE HAGUE 1729-1782 LEIDEN)

An elegant couple promenading on a wooded avenue indistinctly signed and dated 'P.C. la Fargue 1768' (lower left) oil on panel
53 x 67.2cm (20 7/8 x 26 7/16in).

£3,000 - 5,000

€3,500 - 5,800

Provenance

Sale, Sotheby's London, 15 October 1975, lot 183

Sale, Paul Brandt, Amsterdam, May 1977

Sale, Christie's, Amsterdam, 17 November 1994, lot 170

197

THOMAS KEYSE (LONDON 1722-1800)

Pomegranates, plums, grapes and a basket of fruit on a stone ledge with a parrot signed and dated 'T.KEYSE./1760' (lower right) oil on canvas
76.5 x 62.5cm (30 1/8 x 24 5/8in).

£3,000 - 5,000

€3,500 - 5,800



198

198

GABRIEL-GERMAIN JONCHERIE (ACTIVE FRANCE, CIRCA 1831-1844)

A *trompe l'oeil*, with a goldfinch and kingfisher together with an engraving, a candle and a crucifix
oil on canvas, unlined
38.4 x 46.2cm (15 1/8 x 18 3/16in).

£2,000 - 3,000

€2,300 - 3,500

The present *trompe l'oeil* can be compared to a signed work by Joncherie offered at Etude Couton Veyrac Jamault, Nantes, 27 September 2016, lot 40, which repeats the motif of the kingfisher and the half turned goldfinch, although in the Nantes picture the birds have had their perches swapped, so the kingfisher is on the turned perch and the finch is on the simpler one.

199

DUTCH SCHOOL, LATE 18TH CENTURY

A basket of peaches on a marble ledge with grapes
oil on panel
62.2 x 50.1cm (24 1/2 x 19 3/4in).

£5,000 - 7,000

€5,800 - 8,200



199



200

200 TP
PRAGUE SCHOOL, 17TH CENTURY

The Temptation of Saint Anthony
oil on canvas, oval, laid down on canvas
117.8 x 102.2cm (46 3/8 x 40 1/4in).

£10,000 - 15,000

€12,000 - 17,000

201

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

The Judgment of Paris
oil on canvas
75.4 x 109.9cm (29 11/16 x 43 1/4in).

£4,000 - 6,000
€4,700 - 7,000

Provenance

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

We are grateful to Prof. Nicola Spinosa who has confirmed the attribution to Dianio 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 specialising in this discipline such as Gaetano Magri who decorated the royal palace of Caserta.



201

202

**CARLO INNOCENZO CARLONE (GENOA
1686-1775 SCARIA)**

The Apotheosis of Hercules
oil on canvas, oval, with the corners made up
50.5 x 40.4cm (19 7/8 x 15 7/8in).

£2,000 - 3,000
€2,300 - 3,500

Provenance

Sale, Leo Spik, November 1964 (with a
certificate from Professor Herman Voss)
With Lasson Gallery, London, 1965, where
purchased by the present owner's family

The present work can be compared with a number of sketches and frescoes that Carlone painted in the early 1730s, when working for Prince Ludwig Eberhard of Württemberg and Wilhelm von Gravenitz. The figure group in the present painting follows the left group in the *modello* for the signed and dated 1730 frescoes in Gravenitz, now in the Württembergisches Landesmuseum in Stuttgart (see: P. O. Kruckmann, *Carlo Carlone 1686-1775. Der Ansbacher Auftrag*, exh. cat., Landshut/Ergolding, 1990, no. 10, pp. 151-152, ill. figs. 149, 150). The female figure playing the trumpet to the left of the main group appears in almost the identical pose in the sketch for the fresco depicting the *Glory of Prince Ludwig Eberhard*, now in the Musei Civici del Castello Sforzesco, Milan (see: A. Barigozzi Brini and K. Garas, *Carlo Innocenzo Carlone*, Milan, 1967, pp. 62-63, ill. fig. 40).



202



203



203

203 *

ROMAN SCHOOL, CIRCA 1700

Samson and Delilah; Samson and the House of Dagon
a pair, oil on canvas

35.1 x 34.9cm (13 13/16 x 13 3/4in). (2)

£2,000 - 3,000

€2,300 - 3,500

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

WORKS ON PAPER



204

204
**CIRCLE OF NICOLAS POUSSIN (LES ANDELYS 1594-1665
 ROME)**

Blind Man's Buff
 black chalk, pen and brown ink on brown paper
 12.5 x 19.8cm (4 15/16 x 7 13/16in).

£1,000 - 1,500
 €1,200 - 1,800

The subject of the present drawing is taken from Giovanni Battista Guarini's *Il Pastor Fido*, first published in 1590. The game of Blind Man's Buff depicts the kissing competition organized by the nymph Amaryllis. The scene is set in Arcadia, where Guarini supposes it to have been the custom to sacrifice a maiden yearly to Diana. An oracle had apparently declared that when two scions of a divine lineage are united in marriage, and a faithful shepherd has atoned for the ancient error of a faithless woman, this inhuman rite shall cease. The plot turns upon the unexpected fulfilment of this prophecy.

205
**ATTRIBUTED TO AGOSTINO BUONAMICO, CALLED AGOSTINO
 TASSI (PERUGIA CIRCA 1579-1644 ROME)**

Frontispiece for *Studii Disegni di Agostino Tassi and Claude Lorrain*
 bears inscription *Studii Disegni/ ** ***/ di Agostino Tasse/ e Claud gille/ dit Lorrain* (on a separate piece of paper inserted into the central oval)
 pen and brown ink and wash on paper laid down
 16.9 x 16.9cm (6 5/8 x 6 5/8in).

£800 - 1,200
 €930 - 1,400



205



206

206

CIRCLE OF SIR JOHN BAPTIST DE MEDINA (BRUSSELS 1659-1710 EDINBURGH)

Fourteen figure studies

pen and black ink on laid paper, all laid on one sheet, each
each 5 x 3.7cm (1 15/16 x 1 7/16in).

in an album of works by various hands including works by George
Hayter, Princess Charlotte, Delaroche, William Hamilton, Whast,
Koberwein, Stothard, Gustav Carelli and several Old Master drawings

£700 - 1,000

€820 - 1,200

Provenance

George Salting (1835-1909), by whom given to
Sir Charles Nicholson (1808-1903), by whom given to his son
Sir Sydney H. Nicholson (1875-1947)
Acquired by the present owner's family in the 1940s



207

THIS LOT IS SOLD WITHOUT RESERVE

207

**CIRCLE OF PELLEGRINO TIBALDI
(VALSOLDA 1527-1596 MILAN)**

Three male nude studies
three framed as one, pen and brown ink on
paper
9.5 x 4.8cm (3 3/4 x 1 7/8in). and smaller
together with 1 framed drawing, 1 unframed
drawing and a set of 6 groups of mounted
drawings, by different hands (9)

£600 - 800

€700 - 930

208

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

The Magdalen
red chalk on paper, counterproof
19.9 x 23.8cm (7 13/16 x 9 3/8in).

£800 - 1,200

€930 - 1,400



208



209

209

THOMAS GAINSBOROUGH (SUDBURY 1727-1788 LONDON)

Figures by a cart in a wooded landscape
inscribed and dated 'Jan: 23.d 1769/ A present from Mr.
Gainsborough to/his friend Col St. Paul/ much valued' (on paper laid
down on the back of the board on verso)
pen and brown ink, brown wash heightened with white, on varnished
paper laid down on panel
17.4 x 23.7cm (6 7/8 x 9 5/16in).

£3,000 - 5,000

€3,500 - 5,800

Provenance

Presented by the artist to Colonel Saint Paul
With Gerald Norman, 1965
Sale, Sotheby's, London, 23 November 1966, lot 250 (bt. Fielding and
Morley-Fletcher)
With The Fine Art Society, 1967
Walter Brandt, Ashdon, before 1970

Exhibited

Ickworth, *English Water-Colours of the Great Period from a Private
Collection*, May-June 1968, no. 31

Literature

J. Hayes, *The Drawings of Thomas Gainsborough*, London, 1970, vol.
I, pp. 38, 68, 178, cat. no. 301, vol. II, p. 365, pl. 365
J. Hayes, 'William Jackson of Exeter', *The Connoisseur*, January 1970,
p. 20

The present work was executed before January 1769, the date
inscribed on the reverse, which Hayes interprets as the date the
drawing was given to Colonel Saint Paul.



210

210
**JOHN WARWICK SMITH (IRTHINGTON
1749-1831 LONDON)**

View from the Peak of Snowdon, looking westward over the Peninsula of Llyne towards Pwllheli and to its termination at Bardsey Island. July 26th 1795; Near the Hamlet of Beddgelert, looking towards Nantwynan and Snowdon - Caernarvonshire. July 27th 1795; and View from the Western Ascent of the Bwlch y Groes, looking into a rocky Dell near the Arran Benllyn Mountain...August 17th 1797

watercolour on paper
the first 15.5 x 24.5cm (6 1/8 x 9 5/8in), the second 13 x 21.3cm (5 1/8 x 8 3/8in), the third 14 x 34.5cm (5 1/2 x 13 9/16in) (3)

£1,500 - 2,000
€1,800 - 2,300



210



210



211

211

RICHARD COSWAY, R.A. (DEVON 1742-1821 LONDON)

Portrait of Maria Cosway, three-quarter-length, leaning on a table
pencil and watercolour on paper, oval
28.6 x 24.2cm (11 1/4 x 9 1/2in).

£2,000 - 3,000

€2,300 - 3,500

Exhibited

Edinburgh, Scottish National Portrait Gallery, *Richard and Maria Cosway: Regency Artists of Taste and Fashion*, 11 August- 22 October 1995, cat. no. 33

London, National Portrait Gallery, *Richard and Maria Cosway: Regency Artists of Taste and Fashion*, 17 November 1995- 18 February 1996, cat. no. 1

Literature

S. Lloyd, *Richard & Maria Cosway: Regency Artists of Taste and Fashion*, exh. cat., Edinburgh, 1995, pp.46, 116, cat. no. 33, pl. 31

Maria Louisa Caterina Cecilia (1759-1838), was born in Florence to wealthy inn owners, Charles and Isabella Hadfield. She married Richard Cosway in London in 1781, and had one daughter, Louisa (1790-1796).

Stephen Lloyd suggests, in his 1995 exhibition catalogue, that this work is one of Richard Cosway's 'earliest and most direct portraits of Maria' (see: S. Lloyd, *ibid*, p. 116).

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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 buy for a *Lot* and buy it, at that stage *Bonhams* does enter into an agreement with the *Buyer*. The terms of that contract are set out in our *Buyer's Agreement*, which you will find at Appendix 2 at the back of the *Catalogue*. This will govern *Bonhams'* relationship with the *Buyer*.

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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. 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*

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

Payment by credit card, company debit cards and debit cards issued by a non-UK bank will be subject to a 2% surcharge on the total value of the invoice.

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

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

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

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

8. VAT

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

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

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

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

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. 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

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any

case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;			10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.9	to retain possession of, and on seven days written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and				
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.				
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.				
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.				
		10	MISCELLANEOUS	11	GOVERNING LAW
		10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the Sale:
- 3.1.1 the Purchase Price for the Lot;
- 3.1.2 a Buyer's Premium in accordance with the rates set out in the *Notice to Bidders* on each lot, and
- 3.1.3 if the Lot is marked [AP], 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	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):			9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;				
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;				
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.		
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2	The discretion referred to in paragraph 8.1:	10	OUR LIABILITY
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.1	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> .
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	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:
		9	FORGERIES	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
		9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.2	changes in atmospheric pressure; nor will we be liable for:
		9.2	Paragraph 9 applies only if:	10.2.3	damage to tension stringed musical instruments; or
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.2.4	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.
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

Matthew Bradbury
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Aboriginal Art

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African, Oceanic & Pre-Columbian Art

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American Paintings

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Antiquities

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Antique Arms & Armour

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U.S.A
Paul Carella
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Art Collections, Estates & Valuations

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Art Nouveau & Decorative Art & Design

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U.S.A
Frank Maraschiello
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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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Coins & Medals

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Contemporary Art

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Entertainment Memorabilia

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European Ceramics

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Peter Scott
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Furniture

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Thomas Moore
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U.S.A
Andrew Jones
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European Sculptures & Works of Art

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Michael Lake
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Greek Art

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Golf Sporting Memorabilia

Kevin Mcgimpsey
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Irish Art

Penny Day
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Impressionist & Modern Art

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India Phillips
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Indian, Himalayan & Southeast Asian Art

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U.S.A
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Islamic & Indian Art

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Jewellery

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Mechanical Music

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Modern, Contemporary & Latin American Art

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