

OLD MASTER PAINTINGS

Wednesday 5 July 2017



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OLD MASTER PAINTINGS

Wednesday 5 July 2017, at 2pm
101 New Bond Street, London

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Front cover: Lot 89
Back cover: Lot 48 (detail)
Inside front cover: Lot 87 (detail)
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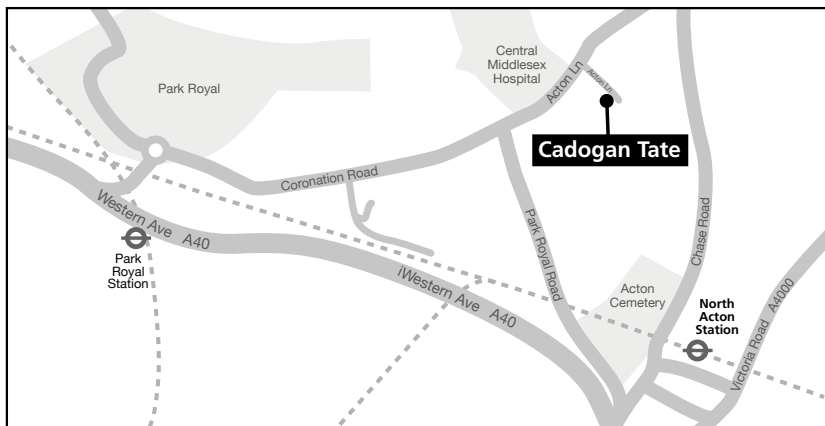
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1

CIRCLE OF ROBERT PEAKE (CIRCA 1551-1626 LONDON)

Portrait of Henry Prince of Wales, bust-length, in a hat with an ostrich feather and wearing the blue ribbon of the Order of the Garter
oil on panel

58.6 x 44.8cm (23 1/16 x 17 5/8in).

£7,000 - 10,000

€8,100 - 12,000

US\$9,100 - 13,000

Our knowledge of Henry's image today is largely derived from the portraiture of Robert Peake the Elder and Isaac Oliver (circa 1565-1617) and their respective workshops. Peake, who was Henry's personal painter, painted three primary full-length portraits between circa 1604 and 1610, on which nearly all contemporary portraits were based. The present work is a bust-length version based on the earliest

of these and perhaps the most widely known: the *Hunting Group* of circa 1604 which is now in the Metropolitan Museum of Art, New York. The original portrait shows Prince Henry together with his friend John, Lord Harington of Exon, standing above a slain stag with his sword drawn. It is from this work that the present portrait is derived.



2



3

2 TP

DORDRECHT SCHOOL, CIRCA 1570

Portrait of members of the van der Linden family extensively inscribed (lower left, centre and right)
oil on panel

88.4 x 176.2cm (34 13/16 x 69 3/8in).

£10,000 - 15,000

€12,000 - 17,000

US\$13,000 - 19,000

Provenance

In the present owner's collection for at least 50 years

The present work shows generations of the van der Lindt or van der Linden family of Dordrecht. The central kneeling figure with the inscription 'AETATIS/69' above him is Damas van der Linden (1501-1580) and to his left, his son Willem Damasz. van der Linden (1525-1588). Initially a professor of Theology in Dillingen from 1554-7, Willem Damasz. went on to become a Councillor at the Court of Phillip II. In 1562 he was made Bishop of Roermond and then of Ghent in the year of his death. Given the presence of the bishop's mitre before him, the present work must date to after 1562. Further portraits of Willem Damasz. can be found in the Meermanno Museum, The Hague (see: R. Ekkart, *De schilderijen van Meermanno Westreenianum*, The Hague, 1987, pp.75-6).

3

ATTRIBUTED TO ADRIAEN THOMASZ. KEY (ANTWERP CIRCA 1544-CIRCA 1589)

Portrait of a gentleman, half-length, in black and holding a pair of gloves inscribed and dated 'AETA. 57/.1577.' (upper left)

oil on panel

96.2 x 73.2cm (37 7/8 x 28 13/16in).

£4,000 - 6,000

€4,600 - 6,900

US\$5,200 - 7,800

Provenance

John Granville Morrison, 1st Baron Margadale of Islay, Fonthill House, Wiltshire

Sale, Sotheby's, London, 16 May 1984, lot 17 (as Willem Key)

Acquired by the current owner's family in May 1987



4

**FOLLOWER OF WILLIAM SCOTTS (NETHERLANDS CIRCA
1537-CIRCA 1553 ENGLAND)**

Portrait of King Edward VI, bust-length, in a black cap trimmed with
gold and an ostrich feather and a gold chain of office

oil on panel

44.9 x 32.4cm (17 11/16 x 12 3/4in).

£5,000 - 7,000

€5,800 - 8,100

US\$6,500 - 9,100

Provenance

Probably purchased by Thomas Burnett (1656 - 1729), 2nd Laird of
Kemnay, Kemnay House, Aberdeenshire, thence by family descent to
the present owner

The present portrait is loosely derived from the three-quarter-length
portrait of Edward VI in the Royal Collection which was probably
painted not long after his accession in January 1547. In the original
portrait he is shown in a gold embroidered tunic and a fur-trimmed
coat.

FRANCIS TOWNE (ISLEWORTH 1739-1816)

The Lady Chapel of Glastonbury Abbey

signed and dated 'F.Towne/delt.1777' (lower left), inscribed 'A View of Glastonbury Abbey/drawn by Francis Towne/1777' (on the reverse of the artist's mount) and signed 'Francis Towne' and numbered 'No 53' (on the reverse of the original sheet prior to being laid down)
pencil, pen, black ink and watercolour on paper laid down onto a mount by the artist

29.7 x 48.2cm (11 11/16 x 19in).

£20,000 - 30,000

€23,000 - 35,000

US\$26,000 - 39,000

Provenance

Bequeathed by the artist in 1816 to James White of Exeter (1744-1825) on whose death it passed to Towne's residuary legatee John Herman Merivale (1779-1844) and his successors
His grandson George Montagu Merivale (b.1855) of Sydney, Australia
His daughter Angel Merivale (b.1884)

[?]R.Madoc

Sale, Lawrence's, Crewkerne 22 May 1980, lot 83, (£1,600)

Sale, Sotheby's, London, 11 July 1990, lot 60, (£9,500) where purchased by a private collector by whom it was gifted to the present owners

Exhibited

Possibly, London, No. 20 Lower Brook Street, Grosvenor Square, *Exhibition of Original Drawings at the Gallery*, 1805, no. 50 or 51 as 'Glastonbury Abbey'

Literature

A.P. Oppé, 'Francis Towne, landscape painter' in *Walpole Society*, vol. VIII, 1919-20, pp. 105-8 (regarding a large group of watercolours from 1777 most of which were in the collection of Mr and Mrs J. Merivale at Barton Place)

A. Bury, *Francis Towne*, London, 1962, p.29

T.Wilcox, *Francis Towne*, Tate Gallery, 1997, p.34

R. Stephens, *A Catalogue Raisonné of Francis Towne (1739-1816)*, online, cat. no. FT117

This watercolour dates from a very productive period in Towne's life. The tour of Wales in the summer of 1777 to which the present drawing belongs was his first sketching trip outside Devon and over the ten years that followed, he travelled round England, Wales and the Continent going as far afield as Italy. The 1777 tour in the company of his friend James White is bookended by a sketch of Bridgenorth in Shropshire dated 20 June (no.1 in the series), and the two views of Glastonbury (nos. 53 and 54) which were done on his return to Exeter at the very end of July. The second Glastonbury drawing, which is taken from the exterior looking in, is dated 30 July suggesting a probable date for the present work.

The highly original technique that we associate with Towne was not achieved, as one might think, by his sketching in pen and 'filling in the blanks' with watercolour. It was the product of a multi-stage process that involved working repeatedly on a single composition, as Timothy Wilcox explains in his catalogue for the Towne exhibition at Tate Britain



(T. Wilcox, *Francis Towne*, Tate Gallery 1997). Towne started with an on-the-spot sketch in graphite or pen and ink, and inscribed the date and location of the drawing on the reverse. Then, usually in the studio, he added colour or monochrome wash and drew over it again in ink; he would sign, date and often number the front and lay the drawing down on a wash-line mount that he himself made. He then wrote the inscription on the reverse of this mount, since - as in the case of the present watercolour - the inscription on the back of the original sheet was by now obscured. Occasionally the inscriptions are very extensive and take the form of a short essay.

The ink outlines which characterise Towne's works were intended to give his watercolours the sense of the immediacy of a sketch as he did not regard them as finished works in their own right, rather as preparatory studies: his real ambition was to be recognised as a landscape painter, and it is therefore ironic that his finished oil paintings never attracted the acclaim of his highly original watercolours. His attachment to pen outline probably accounted in part for his falling into relative obscurity after his death; in the late 18th century he was going against the flow in artistic terms, his contemporaries expressing themselves increasingly in tone rather than line as we see in Turner's atmospheric and semi-abstracted late watercolours. Yet it is precisely this technique that contributed to his resurgence in popularity in the 20th century: his economic outlines and clean blocks of colour resonate with us today and give his compositions a remarkably modern sense of design that draws comparison with artists like John Nash. Despite the fact that he never felt his abilities as a landscape painter were appreciated during his own lifetime he was prescient enough to leave a large group of his watercolour sketches to the nation on his death, so we benefit from a holding of well over 100 well-preserved examples in the British Museum collection.

Glastonbury Abbey was founded in the 7th century and was added to in the 10th century by the abbot St Dunstan, who subsequently became Archbishop of Canterbury in 960. By the time the Domesday Book was completed in 1086 it was the richest and one of the most powerful abbeys in England, controlling large areas of the surrounding land. It succumbed to Henry VIII's dissolution of the monasteries and the last abbot, Richard Whyting, was unceremoniously put to death on Glastonbury Tor in 1539. Over the following centuries the buildings were plundered for their lead and dressed stone so that by the time Towne visited the abbey in the late 18th century it had fallen into ruin. Apart from its significance as a powerful christian centre Glastonbury has had more romantic associations; some believe that it was founded by Joseph of Arimathea in the 1st century and others have identified it as Avalon, the legendary burial place of King Arthur. With its ruinous appearance and historic connotations it would have provided an evocative subject with which to end Towne's sketching tour in the summer of 1777.





6 TP

**CIRCLE OF GIROLAMO MAZZOLA, CALLED BEDOLI (PARMA
1500-1569)**

Portrait of a soldier, full-length, standing in armour, with a dog

oil on canvas

196.5 x 120cm (77 3/8 x 47 1/4in).

£10,000 - 15,000

€12,000 - 17,000

US\$13,000 - 19,000



7

NORTH ITALIAN SCHOOL, LATE 16TH CENTURY

Portrait of a young lady, in red costume with her hands resting on a basilisk and a double-tailed mermaid
 inscribed 'INFINITA BELLEZZA E POCA FEDE' (upper edge)
 oil on canvas
 84.6 x 68cm (33 5/16 x 26 3/4in).

£6,000 - 8,000

€6,900 - 9,300

US\$7,800 - 10,000

While the subject of this portrait is unknown we can suppose that inspiration for it has been drawn from Petrarch's *Il Canzoniere*, due to the inscription at the top which is taken from Sonnet 203. *Il Canzoniere*, a collection of poems written between 1327 and 1368 in Italian vernacular instead of Latin, celebrates the author's idealised love for Laura, a woman he cannot have as she is already married. The woman could be Laura de Noves, though this is still debated. She was from and lived in Avignon and this is where Petrarch notes having first seen her and immediately fallen in love with her. These sonnets show Petrarch as a humanist, demonstrating a variety of feelings such as desire, isolation, vanity of youth, but also themes such as religion and politics. These sonnets illustrate the paradox of unrequited love, it is desired yet painful. At the same time, laurus (the symbol for victory, honour, fame and poetry, from which the name Laura is derived) is given the highest recognition by being dedicated to and in turn giving Petrarch glory through his written work.

The inscription 'Infinita bellezza et poca fede', or 'Infinite beauty, yet of such little faith', is the epitome of unrequited love, the author describes how his love and passion leaves its subject cold and uncaring, even though time moves on love will continue in death. The young lady in the painting is depicted resting her hands on a basilisk and a double-tailed mermaid. These mythological creatures represent cruel creatures: the basilisk could kill with its stare and mermaids could lure innocent and unsuspecting men to their deaths through their beauty and entrancing song. Both of these creatures have parallels in Classical mythology, the basilisk with Medusa and the mermaids with sirens. Again these creatures have the power to kill by being gazed upon or through their voices. Petrarch makes references to Medusa and sirens in his sonnets, metaphors for the unreturned love that is slowly killing him. The portrait thus identifies the sitter as the subject of love and affection, but one that is not returned and possibly slowly killing the viewer or patron.





9

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8 †

ATTRIBUTED TO JAN WILDENS (ANTWERP 1586-1653)

Bandits in a wooded landscape; and Figures in a wooded landscape, a village beyond

a pair, oil on panel

41.5 x 67.8cm (16 5/16 x 26 11/16in). (2)

£10,000 - 15,000

€12,000 - 17,000

US\$13,000 - 19,000

Provenance

With Agnews, London (no. 17594)

The figures, in the style of David Teniers the Younger, are by another hand.

OTHER PROPERTIES

9 TP

JACQUES D'ARTHOIS (BRUSSELS 1613-1686)

An extensive landscape with monks at prayer
oil on canvas

128.4 x 180.6cm (50 9/16 x 71 1/8in).

£10,000 - 15,000

€12,000 - 17,000

US\$13,000 - 19,000

10 *

ENGLISH SCHOOL, 1617

Portrait of a lady, three-quarter-length, in a red and white dress, holding gloves and a fan
bears inscription 'AN:DNI. 1617/ AETATIS SUA 36' (upper left)
oil on panel
113.1 x 89.2cm (44 1/2 x 35 1/8in).

£40,000 - 60,000

€46,000 - 69,000

US\$52,000 - 78,000

Shown at the age of 36, the sitter in the present portrait is clearly a lady of some means, as revealed by her sumptuous costume and accessories. She wears a high winged lace collar which stands above the shoulders to frame her face. Her split sleeves, decorated with scrolling floral embroidery, end in deep lace cuffs which match her collar. Supported by a small wire frame or *supportasse*, this type of collar was slowly replacing the closed cartwheel ruffs popular in the previous decades. Below her collar she wears a high bodice which has been used to elongate her silhouette by bringing the front to a point below the waist forming the cone-shape which was so popular from the mid-16th century until the mid-17th century. The fabric of her bodice was reinforced by vertical seams forming channels at intervals which would have been filled with whalebone (or baleen) or dried reeds. Initially these stiff corsets were developed in order to stop the expensive and elaborate fabrics from wrinkling but by this point, early in the 17th century, they had become an essential part of a woman's wardrobe, given their ability to mould the female form. Once fastened together by pins or ties, it was held in place by a busk, a vertical strip made of bone, wood or horn which was inserted down the front. To carry her wide skirt, this lady then wears a great farthingale at her waist to form her skirts into a drum shape. Developed from the French farthingale, the great farthingale or wheel farthingale had become popular in Britain in the previous century. Particularly favoured by James VI and I's Queen, Anne of Denmark, she insisted on wearing them even after they had started to fall out fashion. The farthingale in the present portrait is tipped upwards at the back to further accentuate the tiny pointed waist of the sitter. To create this shape, the farthingale was held down at the front by the busk and held up at the back by a bum roll. By 1617 the drum and cone form of dress created with an elongated bodice and a wide, wheel farthingale was beginning to decline in popularity to be replaced by a much more relaxed form of dress with lightweight satins taking the place of the heavy fabrics of the present portrait and with falling band collars instead of the starch standing collar.

The objects in the sitter's hands are often chosen for a particular significance. The present lady holds a pair of gloves in her right hand, and in her left, a white tulip, along with a white feather fan tucked under her left arm. Often made of various types of leather, gloves in the 17th century were considered intimate objects of great luxury. In the current portrait, the gloves appear soft in the sitter's hand, suggesting that they are made of the finest kidskin. In line with the fashion of the day, they also have the long, tapering fingers ending in a point to further elongate them. These are elaborate gloves requiring the skills of many craftsmen: a tanner for the leather, a glover to create the shape and an expert embroiderer to create the elaborate decoration on the gauntlet. The fan was also considered a status symbol, so much so that some even warranted a mention in the Stowe inventory of Queen Elizabeth I's clothing (British Library, MS 557). This is of a fixed type with the feathers inserted into a single handle, as opposed to a folding fan which became much more fashionable later on in the 17th century. In her left hand, the sitter holds a white tulip. First introduced to Europe in the late-16th century, the tulip received its name from the word for the fabric used for a Turk's turban reflecting the turban-like form of a tulip in bloom. At this point, these flowers were still considered very exotic and as a result were expensive. In showing herself holding such a precious bloom, the sitter once again reveals her wealth and prosperity.





11 TP

PHILIPP PETER ROOS, CALLED ROSA DA TIVOLI (FRANKFURT-AM-MAIN 1657-1706 ROME)

Portrait of an artist amongst livestock

oil on canvas

115.8 x 163.6cm (45 9/16 x 64 7/16in).

unframed

£10,000 - 15,000

€12,000 - 17,000

US\$13,000 - 19,000



12

ATTRIBUTED TO GIOVANNI STANCHI (ROME 1608-CIRCA 1673)

Roses in a gilt and lapis vase on a table-top; and Tulips, chrysanthemums and other other flowers in a gilt and lapis vase on a table-top

a pair, oil on canvas

67.2 x 50.5cm (26 7/16 x 19 7/8in). (2)

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 26,000

Provenance

With Charles Kriz, Old Versailles Inc, New York, by whom's executors offered
Sale, Christie's, New York, 9 February 2009, lot 10 (only one of the present pair)

13

**CIRCLE OF HANS HOLBEIN THE YOUNGER (AUGSBURG
CIRCA 1497-1543 LONDON)**

Portrait of a gentleman, within a painted *tondo*
inscribed 'CORRVAT EXANIMIS, VUMBRA STVPEFACTVS INANI:
PREMIA FORI FORTI DIGNA LABORE FERAT.'

oil on canvas laid down on panel
44.6 x 47.2cm (17 9/16 x 18 9/16in).

£20,000 - 30,000

€23,000 - 35,000

US\$26,000 - 39,000

The original inscription has been altered. It previously read 'EXITIUM
SUBEAT, VANAS QUISQUIS TIM (ET UM) BRAS FORTUNAET
FORTIBUS AEQUA ERAT'.

This portrait belongs to a very small and rare group painted in England
in the mid-16th century. There are interesting compositional similarities
between the present portrait and the woodcut of Sir Thomas Wyatt
the Elder by Holbein (fig. 1) and the paintings of the younger Thomas
Wyatt, who was depicted in the same way *à l'antique* in the highly
unusual *tondo* format, which may be after Holbein. Although there
are over eighty preparatory portrait drawings by Holbein in the Royal
Collection, this portrait does not appear to correspond to any directly,
although there is some degree of likeness between the present sitter
and some of Holbein's. It is conceivable that this work may reflect a
lost picture by Holbein. The absence of costume makes it difficult to
date accurately but circa 1545-50 has been suggested as likely.



fig.1 Hans Holbein the Younger- Portrait of Thomas Wyatt, woodcut





14

FLEMISH SCHOOL, 17TH CENTURY

The Rest on the Flight into Egypt

oil on panel

69.2 x 98.7cm (27 1/4 x 38 7/8in).

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 23,000

The figures of the Madonna and Child appear to be based on those in a lost *Adoration of the Magi* by Lucas van Leyden (1494-1533), known through numerous 16th century copies. The same central figures appear in Jan Brueghel the Younger's (1601-1678) *Rest on the Flight into Egypt*, now in the Kunsthistorisches Museum, Vienna.



15 TP

PETER SNYERS (ANTWERP 1681-1752)

An old woman with a basket of eggs, holding a dead fox
oil on canvas

143.5 x 104.1cm (56 1/2 x 41in).

£7,000 - 10,000

€8,100 - 12,000

US\$9,100 - 13,000

Provenance

Sale, Langford, London, 1 June 1759, lot 64

Sale, Sotheby's, London, 8 July 1987, lot 325



16



17

16

ANTONIO MARIA MARINI (VENICE 1668-1725)

Figures resting by a fire on the sea shore; and A coastal landscape with fisherman hauling in their nets

a pair, oil on canvas

72 x 98.5cm (28 3/8 x 38 3/4in). (2)

£10,000 - 15,000

€12,000 - 17,000

US\$13,000 - 19,000

17

BRESCIAN SCHOOL, 16TH CENTURY

Portrait of a lady holding a Maltese Terrier

oil on panel

49.4 x 35.5cm (19 7/16 x 14in).

£5,000 - 7,000

€5,800 - 8,100

US\$6,500 - 9,100

Provenance

Private Collection, UK



16

18

MARCO BENEFIAL (ROME 1684-1764)

Salome with the head of John the Baptist
oil on canvas, oval
65.1 x 50.8cm (25 5/8 x 20in).

£3,000 - 5,000

€3,500 - 5,800

US\$3,900 - 6,500

Provenance

Private Collection, UK, by whom offered
Sale, Bonhams, London, 27 October 2004, lot 108
Sale, Sotheby's, New York, 26 January 2008, lot 34

Literature

F. Petrucci, *Pittura di ritratto a Roma. Il Settecento*, Rome, 2010, vol. II
p. 424, pl. 138, ill.



18

19

**ATTRIBUTED TO POMPEO GIROLAMO BATONI
(LUCCA 1708-1787 ROME)**

Portrait of a gentleman, bust-length, in a blue fur-trimmed coat, within a painted oval

oil on canvas

74.6 x 62cm (29 3/8 x 24 7/16in).

£8,000 - 12,000

€9,300 - 14,000

US\$10,000 - 16,000

Provenance

Most probably Roger William Wilbraham (1817-97), Delamere Manor, Cheshire, and thence by descent to the present owner

Given the provenance of the painting, it is very likely that the present portrait shows a member of the Wilbraham family. Four Wilbraham brothers, George, John, Roger and Thomas, were in Italy between 1764 and 1773. The costume suggests that this portrait most probably dates to the 1760s which would make George Wilbraham (1741-1813) the most likely candidate as he was in Rome in 1764 and again 1766. Two of his younger brothers, Roger (1743-1829) and Thomas (born 1751) can be seen in Zoffany's *Tribuna* admiring the statue of the Venus de' Medici.



20 TP

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

Portrait of Elizabeth Rolleston, née Carr, with a child, seated in an interior

oil on canvas

126.8 x 100.9cm (49 15/16 x 39 3/4in).

£18,000 - 25,000

€12,000 - 17,000

US\$13,000 - 19,000

Provenance

The sitter and thence by descent to the present owner

Exhibited

Birmingham, 1931 (no. 60, 'Mrs Rolleston & Child', lent by Rolleston Esq.)

Literature

A. Graves and W.V. Cronin, *A History of the Works of Sir Joshua Reynolds*, London, 1899-1901, vol. ii, p. 842 ('Mrs Rollestone')

David Mannings, *Sir Joshua Reynolds*, New Haven and London, 2000, no. 1548, p. 398 ('Mrs Rollestone', as untraced)

Elizabeth (1752-1801) daughter of George Carr of Northumberland, married Samuel Rolleston of Great Pan Manor, Whippingham, Isle of Wight. Reynolds's Ledger records payments to the artist in 1774 and 1776, indicating that more than one picture of her was painted. Before the present portrait came to light recently the composition was known from an engraving of 1865 entitled *Maternal Love*. That engraving and a version of the portrait by Sir Joshua Reynolds, sold in the 14 January 1994 sale at Sotheby's New York had been identified as 'Portrait of Lady Anne Butler, later Lady Ormonde and her child' (lot 83). The latter was exhibited at the Royal Academy in 1871 when it belonged to the Duke of Westminster. It is half-length, whereas the present portrait is, like the engraving, fuller in format. Before being aware of the present portrait Mannings had suggested that the two portraits of Elizabeth recorded in the artist's Ledger were 'perhaps a half-length and a head-and-shoulders.' Since there is no record of Lady Anne Butler sitting for Reynolds Martin Postle suggests that one explanation is that the present portrait and the smaller one sold by Sotheby's in 1994 are in fact the two versions of Mrs Rolleston to which Mannings refers.

We are grateful to Martin Postle for his assistance in cataloguing the present work.





21 TP

SIMONE BRENTANA (1656-1742)

Elijah And The Widow Of Zarephath

oil on canvas

176.7 x 163.4cm (69 9/16 x 64 5/16in).

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 26,000

The unusual subject is taken from *Kings* (17:17-24). The Lord told Elijah to go to Zarephath where he met a widow gathering sticks who gave him food. Her son was mortally ill but Elijah, calling out to the Lord, healed him.

Born in Venice, Brentana moved to nearby Verona at about the age of 30. His work reveals the influence of the Venetian tenebrists such as Antonio Zanchi (1631-1722). One of the few works securely attributable to him is the *Job derided by his wife* for the church of San Nicolò, Verona which shows his particular sense of colour and his monumental figures.



22

STUDIO OF CARLO MARATTA (CAMERANO 1625-1713 ROME)

The Holy Family with the Infant Saint John the Baptist and Saint Elizabeth

oil on canvas

98 x 73.9cm (38 9/16 x 29 1/8in).

£15,000 - 25,000

€17,000 - 29,000

US\$19,000 - 32,000





24

23
J. BOURJINON (ACTIVE AMSTERDAM, 1660-1700)

A bowl of peaches, with grapes, cherries, a peeled lemon, figs and other fruit on a stone ledge; and A split melon with grapes, peaches, oranges and other fruit on a stone ledge with a glass of wine a pair, oil on canvas

57.9 x 77.2cm (22 13/16 x 30 3/8in). (2)

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

Provenance

Count of Ibarra, Seville

Little can be said at the present time about this artist, whose works are gradually being rediscovered but who is only known from the surname that appears on various paintings, one of them in the Auckland Art Gallery, Toi o Tāmaki, New Zealand. Within the literature on Dutch art, it was Dr Wurzbach who made the first reference to Bourjinson in the 1960s, noting that the artist might have been a woman, hence the distinctive style and the fact that it has not yet been possible to document their life. Although still not sufficiently well known, there were numerous female painters working in the Low Countries, many of whom focused on painting still lifes and floral compositions, possibly obliged to by the male-dominated art world. Particularly worthy of note are Clara Peeters and Anna Maria Janssens who married Jan Brueghel II. To judge from the style of the present work, the artist seems to have been active in the second half of the 17th century and may have trained in the studio of Cornelis de Heem. All the known works by this painter's hand include withered or spoiled leaves, which are a symbol of the fragility and brevity of life.

We are grateful to Dr. Fred Meijer for confirming the attribution to J. Bourjinson.

24 ^{TP}

BALDASSARE DE CARO (NAPLES CIRCA 1689-1750)

A basket of fruit with game and fish on a stone ledge
 oil on canvas

117.5 x 169.4cm (46 1/4 x 66 11/16in).

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

Provenance

The Collection of the Duke of Sotomayor and thence by descent to his granddaughter, Madrid, circa 1900
 Private Collection, Madrid

25 TP

VENETIAN SCHOOL, 18TH CENTURY

A view of the Piazzetta, Venice, looking South with the Palazzo Ducale and the Biblioteca Marciana

oil on canvas

81.5 x 140.4cm (32 1/16 x 55 1/4in).

£25,000 - 40,000

€29,000 - 46,000

US\$32,000 - 52,000

The view into the Piazzetta is taken from the same point as that in Michele Marieschi's engraving entitled *Forum Minus Divi Marci publiciis aedificiis utrinque insigne* (fig. 1) for his *Magnificentiores Selectioresque Urbis Venetiarum Prospectus*, his series of prints showing initially 16 views of Venice and later expanded to include 21.



fig. 1. Michele Marieschi – *Forum Minus Divi Marci publiciis aedificiis utrinque insigne*





26



27

26 *

STUDIO OF SIR ANTHONY VAN DYCK (ANTWERP 1599-1641 BLACKFRIARS)

Saint Andrew

oil on panel

63.5 x 47.6cm (25 x 18 3/4in).

£10,000 - 15,000

€12,000 - 17,000

US\$13,000 - 19,000

Provenance

Morris I. Kaplan, Chicago

His sale, Sotheby's, London, 12 June 1968, lot 33 (£4,000, as Sir Anthony van Dyck), where purchased by the present owner's uncle

The present composition is after van Dyck's original, now in The John and Mable Ringling Museum of Art, Sarasota, Florida, which once formed part of a series of depictions of the *Twelve Apostles* and one *Head of Christ*, known as the Böhler Series, after the Munich dealer who purchased all twelve *Apostles* (but not the *Christ*) from the descendants of the Genoese noble family who had owned them since the 18th century. This series is now scattered around the world in various collections and museums. There is another example, considered autograph, in the Museum of Art, Ponce, Puerto Rico. *Saint Peter* and *Saint Thomas* from the series were sold at Sotheby's on the 24 January 2002 for \$3,140,750 and \$2,095,750, which were auction records for the artist at that time.

Not only was van Dyck known to have painted more than one version of the series but it is known that the *Apostles* were almost immediately copied at the time: most famously the subject of a lawsuit brought in 1660/61 by Franciscus Hillewerven against the art dealer, Paul Heulewels. Unfortunately the verdict has been lost, but a crucial witness in the trial was Jacob Jordaens who declared, alongside other artists, that he had himself seen the paintings being done by copyists and not by the master himself.

27

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

Thetis receiving the armour for Achilles from Vulcan

oil on panel

19 x 30.2cm (7 1/2 x 11 7/8in).

£4,000 - 6,000

€4,600 - 6,900

US\$5,200 - 7,800

The present painting from the studio of Rubens, is not a copy of a known composition, although it clearly displays a knowledge of the cycle of *modelli* and large cartoons made for a set of tapestries depicting the life of Achilles produced for his father-in-law Daniel Fourmont in 1630-3. The figures of Thetis and Vulcan seem to relate to the figures in the tapestries and their designs, although there are differences (*Thetis receiving the armour for Achilles from Vulcan* in the Musée des Beaux Arts, Pau, and the Museum Boijmans van Beuningen, Rotterdam). The figure of the cupid echoes the pose of Achilles putting on a helmet in the *Achilles amongst the daughters of Lycomedes* in the Museo del Prado, Madrid and the Museum Boijmans van Beuningen, Rotterdam.

28^{TP}

SIR GODFREY KNELLER (LÜBECK 1646-1723 LONDON)

Portrait of a brother and sister, most probably Richard Boyle, 3rd Earl of Burlington (1694-1753) and his sister, Lady Jane

oil on canvas

154.8 x 123cm (60 15/16 x 48 7/16in).

£25,000 - 35,000

€29,000 - 40,000

US\$32,000 - 45,000

Provenance

Private Collection, USA, since the early 20th century until sold recently

The present work is a charming depiction of childhood, probably painted circa 1702-03 when Richard Boyle would have been seven or eight years old. The portrait would appear to relate to Kneller's portrait of the 3rd Earl of Burlington and his three sisters at Chatsworth which was painted circa 1700 (fig. 1). Another related work that is known is the copy after Kneller's portrait of the future Earl and his sister of circa 1701 (fig. 2). A later engraving of this painting is entitled 'Richard Lord Clifford and Lady Jane his sister'. Richard's recorded surviving sisters were respectively Ladies Elizabeth, Henrietta and Juliana.

In the *Inventory of the Furniture, Books, Pictures, Statuary and other effects at Chiswick House late the property of His Grace the Duke of Devonshire deceased* (April 1892), there is a picture listed in the Housekeeper's Sitting Room which might relate to this work: '1 oil painting – 2 figures (£1.0.0)'.

(Note: The original text in the image contains a typo: "late the property" should be "of the property".)

This impressive double portrait by Kneller is one of a number of 'sibling portraits' which the artist painted, including most notably a *Portrait of Lionel, 1st Duke of Dorset and his Sister, Lady Mary Sackville* (Knole House), a *Portrait of Edward and Lady Mary Howard* (Dulwich Picture Gallery, London), and a *Portrait of the Children of the Howard Family* (Bolling Hall).

Richard Boyle was a celebrated collector and patron of the arts, his greatest contribution being in architecture which he practised out of passion rather than economic necessity. He was one of the most rigorous practitioners of the English classical architectural movement known as Palladianism: from 1720 he transformed his suburban estate at Chiswick into a paradigm of classical architecture, with buildings exemplifying his architectural theory and practice.



fig.1. Portrait of Richard Boyle, 3rd Earl of Burlington, with his three sisters, Elizabeth, Juliana and Jane Boyle, c.1700 (oil on canvas), Kneller, Godfrey (1646-1723) / Collection of the Duke of Devonshire, Chatsworth House, UK / © Devonshire Collection, Chatsworth / Reproduced by permission of Chatsworth Settlement Trustees / Bridgeman Images



fig.2. Portrait of Richard Boyle, 3rd Earl of Burlington and 4th Earl of Cork; and Lady Jane Boyle after Sir Godfrey Kneller, Bt/ © National Portrait Gallery, London





29

THEODOR ROMBOUITS (ANTWERP 1597-1637)

Christ driving the Moneylenders from the Temple

oil on canvas

74.2 x 108.5cm (29 3/16 x 42 11/16in).

£10,000 - 15,000

€12,000 - 17,000

US\$13,000 - 19,000

Provenance

Henry Penton, London

His sale, Christie's, London, 20 February 1807, lot 83

Possibly, the Collection of Juan March Servera Matilde Reig Figuerola, Madrid, 1965

Ramos Trujillo, former President of Dominican Republic

His wife, Lita Milan, Madrid, 1975

The present composition relates to the larger work by Theodore Rombouts, oil on canvas, 168 x 238cm, in the Koninklijk Museum Antwerp. In a letter dated 28 April, 2011 Dr. Hans Vlieghe states that there can be no doubt that the present work is a smaller version of that painting, referring to the comparable quality and style and in particular to the similarity of the white highlights employed in both works, and the number of *pentimenti*, especially visible to the right of Christ's right arm, and to the right of the left arm of the woman in the background.



30 TP

CLAES CORNELISZ. MOYAERT (AMSTERDAM CIRCA 1592-1655)

The Triumph of Bacchus

oil on canvas

78 x 139.5cm (30 11/16 x 54 15/16in).

£10,000 - 15,000

€12,000 - 17,000

US\$13,000 - 19,000



31

31
**BONAVENTURA PEETERS THE ELDER (ANTWERP 1614-1652
 HOBOKEN)**

Shipping firing a salute close to the shore
 signed 'Bonaventura. Peeters.' (on fence, lower right)
 oil on panel
 56.1 x 68.2cm (22 1/16 x 26 7/8in).

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

Provenance

With Agnews, London, early 1960s (no. 27191)

32
GERRIT VAN HONTHORST (UTRECHT 1590-1656)

Portrait of a lady, bust-length, in a brown and red dress, within a
 painted stone cartouche
 signed and dated 'GHonthorst.F. 1632' (upper left)
 oil on panel
 74.3 x 59cm (29 1/4 x 23 1/4in).

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

Provenance

Ellen Fenton, Woodhill, Sheffield, by descent to her niece
 Ellen Dart (died 1881), by descent to her brother,
 Joseph Henry Dart (1817-1887), by descent to
 Adeline Frances Mary Dart (1845-1895), widow of Baldwin Francis
 Duppa (1828-1873) of Hollingbourne House, Kent, by descent to
 Catherine Mary, wife of Major O.A. Chambers, by descent to
 Frances Catherine Gore (all according to a label on the reverse), and
 thence by descent to the present owner

From 1630 and for most of the following decade Gerrit van Honthorst
 worked in The Hague, where he was Court painter for the exiled King
 and Queen of Bohemia, Frederik and Elizabeth. he also worked there
 for the Stadholder Frederik Hendrik and his wife, Princess Amalia van
 Solms





33

FRENCH SCHOOL, 18TH CENTURY

A hurdy-gurdy player

bears signature 'F.Boucher' (lower left)

oil on canvas

48.7 x 38.2cm (19 3/16 x 15 1/16in).

£8,000 - 12,000

€9,300 - 14,000

US\$10,000 - 16,000

Provenance

Art Market, Paris, 1846 (according to label on the reverse)

The Collection of James Hughes Anderdon, London

His sale, Christie's, London, 30-31 May 1879, lot 30 (as F. Boucher, bt. Durlacher)

Lady Marion Bateman, UK

Sale, Christie's, London, 21 May 1971, lot 60 (as F. Boucher, property of Marion, Lady Bateman, sold by order of the executor), where purchased by the present owner's family



34

LUIS PARET Y ALCAZAR (MADRID 1746-1799)

Portrait of a lady as Ceres

oil on canvas laid down on panel, oval

20 x 15.8cm (7 7/8 x 6 1/4in).

£5,000 - 7,000

€5,800 - 8,100

US\$6,500 - 9,100

The young lady wears her hair in the French style, as was the fashion in Spain in the 1770s. Other examples of such portraits by Paret include the divinities represented in *The Sedan Chair*, now in the Museo Archeológico Nacional, Madrid (circa 1770-75, inv. no. 51962) and, a decade later, *Lady in a Garden* (circa 1780, now in the Julio Muñoz collection), as well as the wash drawing of *A Lady* (Madrid, Fundación Lázaro Galdiano, inv. no. 4027). The latter two are both thought to be of the artist's wife, María de Las Nieves Micaela Fordinier (although the only painting known to be of Paret's wife for certain is the portrait in the Museo del Prado dated between 1782 and 1785 (P-3250). Paret frequently painted members of his family which suggests that this small format, easily transportable, may well have been intended for the artist's own private use.

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.

ATTRIBUTED TO SIR ANTHONY VAN DYCK (ANTWERP 1599-1641 BLACKFRIARS)

Portrait of a man in profile facing to the right, in a white ruff, black tunic and gold chain, within a painted oval
 inscribed 'AR Schutt /Sch***/4. Schepen' (upper right, in graphite, beneath the painted oval, AR in ligature)
 oil on panel
 63.4 x 48.7cm (24 15/16 x 19 3/16in).

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 26,000

Provenance

The Collection of Jules Strauss

With Thos Agnew's, London, 1968, where purchased by the present owner in 1997

Exhibited

Yokohama, Sogo Museum of Art, *Anthony van Dyck*, August-September 1990, cat. no. 5 (as van Dyck, circa 1617-19)
 Shizuoka, Shizuoka Prefectural Museum of Art, *Anthony van Dyck*, October- November 1990, cat. no. 5 (as van Dyck, circa 1617-19)
 Osaka, Museum of Art, Kintetsu, *Anthony van Dyck*, November-December 1990, cat. no. 5 (as van Dyck, circa 1617-19)
 London, Kenwood House, *Clerics and Connoisseurs: An Irish Art Collection through three centuries*, 19 October 2001- 27 January 2002, cat. no. 77

Literature

E. Larsen, *L'Opera completa di Van Dyck*, 2 vols., Milan 1980, no. A22 (not by van Dyck)
 E. Larsen, *The Paintings of Anthony van Dyck*, Freren, 1988, vol. II, p. 418, no. A16 (not by van Dyck), ill.
 (ed) *Anthony van Dyck*, exh. cat., Japan, 1990, cat. no. 5
 (ed) A Laing and N. Turner, *Clerics and Connoisseurs: An Irish Art Collection through three centuries*, London, 2001, exh. cat., pp. 281-2, cat. no. 77, ill.

When in the collection of Jules Strauss the attribution of the present work to van Dyck was rejected by Larsen, who suggested that it might be by another master, such as Jan Boeckhorst. Subsequent research, however has drawn attention to its closeness in both style and format, to a series of portrait sketches of civic dignitaries, shown bust length in feigned oval stonework frames, which van Dyck painted around

1630 in order to prepare a group portrait of the 1627/8 Brussels city council, which unfortunately was destroyed in 1695 during the French bombardment of Brussels, although Horst Vey has made a reconstruction of its design from the known sources ('Van Dyck's Two Lost Group Portraits for the Brussels Town Hall', *Van Dyck, 1599-1999: Conjectures and Refutations*, ed. by H. Vlieghe, pp. 65-75). Vey further surmised that a series of portraits of dignitaries in feigned oval frames, painted in a 'strikingly spontaneous manner', with none of the sitters 'looking at the viewer', were made from life as *modelli* for this group portrait. The known sketches comprise, among others, two portraits in the collection of Mrs Cartwright-Hignett of Iford Manor, Wiltshire, one of which shows the sitter in profile to the right; another in the Methuen Collection, Corsham Court, Wiltshire; and a fourth in the Fitzwilliam Museum, Cambridge. According to Sir Oliver Millar another painting from the series was formerly in the collection of the Earl of Ancaster at Grimsthorpe Castle and in an oral observation to the owner in 2001 Sir Oliver also pointed out that the present work is part of the series, albeit that it is larger and painted on canvas rather than panel (and it was not subsequently included in the 2004 monograph which he co-authored).

The connection of the present portrait with the series of portraits of magistrates is further endorsed by the old inscription which includes the designation of the sitter's office as '*shepen*' or magistrate. The inscription also indicates that the sitter's name may have been A. R. Shut, or Schutt and the word '*schepen*' is preceded by the number '4', suggesting that it was part of a sequence. The gold chain about the sitter's neck is most likely his badge of office.





36



37

36

CORNELIS DE MAN (DELFT 1621-1706)

A lady sewing and a gentleman reading in an interior bears initials and date 'P.D.H./ 1663' (lower left)

oil on canvas

80.2 x 68.2cm (31 9/16 x 26 7/8in).

£15,000 - 20,000

€6,900 - 9,300

US\$7,800 - 10,000

Provenance

Helen Denny, Helenslee, Dumbarton, by whom gifted to her son Leslie Denny in 1896 (all according to a label on the reverse)

We are grateful to Dr. Peter Sutton for confirming the attribution on the basis of a colour photograph.

37

JOHANNES NATUS (ACTIVE MIDDELBERG 1658-1662)

Peasants drinking and making music in an interior

oil on canvas

40.6 x 48.3cm (16 x 19in).

£7,000 - 10,000

€8,100 - 12,000

US\$9,100 - 13,000

Provenance

Possibly, sale, Christie's, London, 29 January 1965, lot 29 (as the Property of a Lady, by L. de Jongh, 15 1/4 x 20 1/2in)



38

GIUSEPPE BONITO (CASTELLAMMARE 1707-1789 NAPLES)

Girls playing with a cat

oil on canvas

73.7 x 100.3cm (29 x 39 1/2in).

£25,000 - 35,000

€29,000 - 40,000

US\$32,000 - 45,000

Provenance

With Salocchi, Florence

Sale, Sotheby's, New York, 25 January 2008, lot 280



39

GIUSEPPE BONITO (CASTELLAMMARE 1707-1789 NAPLES)

The presentation of the candidate

oil on canvas

73.7 x 100.3cm (29 x 39 1/2in).

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 26,000



40

**ATTRIBUTED TO MICHELANGELO PACE, CALLED DEL
CAMPIDOGGIO (VITORCHIANO 1610-1670 ROME)**

A Mastiff and a Tricolour Cavalier King Charles Spaniel in a landscape
oil on canvas

97.2 x 127cm (38 1/4 x 50in).

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 23,000

Provenance

Sale, Christie's, New York, 10 January 1990, lot 58
Private Collection, U.K.

Michele Pace, an artist mainly known for his still lifes, painted a series of four portraits of greyhounds for his patron, Cardinal Flavio Chigi, which are still on view at Palazzo Chigi in Ariccia. Another work from this series, *A hound* was offered at Christie's, London on 6 July 2010, lot 9.



41 TP

**ATTRIBUTED TO ABRAHAM BRUEGHEL (ANTWERP 1631-1690
NAPLES)**

A still life of peaches and melons on a stone ledge with a lady holding a bunch of grapes

?signed 'ABrueghel fecit' (strengthened, lower right)

oil on canvas

136.8 x 117cm (53 7/8 x 46 1/16in).

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 26,000

The present composition, with the female figure reaching upwards, clearly enjoyed great popularity. Several versions exist, such as that offered at Christie's, London on 5 July 1996, lot 384 (as attributed to Abraham Brueghel and Guglielmo Cortese). It has been suggested that the female figure is by a different hand.



42

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

Elegant figures at an outdoor concert; and Elegant figures playing cards in an interior

a pair, oil on panel

44.2 x 36.2cm (17 3/8 x 14 1/4in). (2)

£40,000 - 60,000

€46,000 - 69,000

US\$52,000 - 78,000



Provenance

The Meates Collection, by whom offered
Sale, Christie's, London, 14 February 1835, lots 48 and 49 (bt. Patishale)
Sale, Sotheby's, London, 4 December 1997, lot 235
Sale, Dorotheum, Vienna, 29 September 2004, lot 300
Sale, Christie's, London, 3 December 2008, lot 231
With Galerie d'Art Saint-Honoré, Paris
Private Collection, Southern Germany
Sale, Dorotheum, Vienna, 15 October 2013, lot 573 (sold for €110,100)
Private Collection, Belgium

At the time of the 2013 sale, Dr. Christina Pucher confirmed the attribution to Johann Georg Platzer and proposed a date of before 1740.

She also suggested that the *Outdoor concert* could be interpreted as *An Allegory of the Five Senses*. A variant of this composition, without the figure of the young servant boy on the right, was formerly in the Georg Schäfer Collection, Schweinfurt. A version of *Elegant figures playing cards in an interior* also appears in the Georg Schäfer Collection, Schweinfurt, and a further variant appeared on the German art market in 1992 and again in 2008.
For a discussion on the artist see lot 88.



43

ATTRIBUTED TO JAN DAEMEN COOL (ROTTERDAM 1589-1660)

Portrait of a gentleman, bust-length, in black costume and white ruff
oil on panel

65.1 x 53.2cm (25 5/8 x 20 15/16in).

£6,000 - 8,000

€6,900 - 9,300

US\$7,800 - 10,000



44

**CIRCLE OF FREDERICK VAN VALKENBORCH (ANTWERP
CIRCA 1570-1623 NUREMBERG)**

The Tower of Babel

oil on canvas

73.6 x 115.6cm (29 x 45 1/2in).

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 23,000

Provenance

With N. Ottema, Leeuwarden, 1935 (as Paul Brill)

With C.J. Habets, The Hague, 1959

Literature

H. Minowski, *Turm zu Babel*, Freren, 1991, p. 208, cat. no. 335, ill.

WILLIAM LARKIN (LONDON CIRCA 1580-1619)

Portrait of Thomas Pope, later 3rd Earl of Downe, bust-length, in a white tunic embroidered with gold and a yellow lace collar
oil on panel
56.8 x 43.7cm (22 3/8 x 17 3/16in).

£40,000 - 60,000

€46,000 - 69,000

US\$52,000 - 78,000

Provenance

The sitter, Thomas Pope, 3rd Earl of Downe (1598-1668), by descent to Thomas Pope, 4th Earl of Downe, upon whose death in May 1668 the picture passed by inheritance to His sister, Frances Pope, who married Francis North (1637-1685), later 1st Baron Guilford, and settled at Wroxton Abbey, by descent to their son Francis North, 2nd Baron Guilford (1673-1729), by descent to his son Francis North, 3rd Baron Guilford and 1st Earl of Guilford (1704-1790), by descent to his son, Frederick North, 2nd Earl of Guilford (1732-1792), who served as Prime Minister of Great Britain, from 1770 to 1782, by descent to his son George Augustus North, 3rd Earl of Guilford (1757-1802), who died without male issue, by inheritance, at Wroxton, to his second daughter Susan North (1797-1884), who married John Doyle, later North, and was created 10th Baroness North in 1841, by descent to their son William North, 11th Baron North (1836-1932) Sold by order of Lord North's Trustees, Wroxton Abbey sale, on the premises, 24 May 1933, lot 685, ill. (as by Isaac Oliver), where purchased by the present owner's family

Literature

G. Vertue, 'Notebook IV', in *Walpole Society*, vol. XXIV, London, 1936
R. Strong, *William Larkin; Icons of Splendour*, Milan, 1995, pp. 72-3, cat. no. 11 (location unknown)

The present portrait which has recently resurfaced is one of four portraits from Wroxton Abbey, near Banbury in Warwickshire, which are the subject of a forthcoming article, The 'Wroxton Larkins' by Catharine MacLeod and Sir John Guinness. The others, all on panel and of similar dimensions, represent: the sitter's elder brother, Sir William Pope (1596-1624), 2nd Earl of Downe (by William Larkin, present whereabouts unknown); his cousin, Grey Brydges (1578/9), 5th Baron Chandos (by William Larkin, sale, Sotheby's London, 5 July

2012, lot 204); and Thomas Wentworth, Earl of Chandos (probably by Marcus Gheeraerdt the Younger, private collection). Further portraits of Sir William Pope and Grey Brydges, also on panel and of the same dimensions, are now in the Paul Mellon Collection, The Yale Centre for British Art, New Haven Connecticut. These were mistakenly purported by Sir Roy Strong to have come from Wroxton.

Portraits of these four sitters were listed at Wroxton as far back as 1741, when the antiquarian, George Vertue listed them as by Isaac Oliver. While Vertue's attribution to Oliver has since the Wroxton sale been superseded, there seems to be no reason to question the longstanding traditional identification of the sitters since the ages of the men concerned appear to correspond to the believed dating of these portraits to 1615.

Thomas Pope (1598-1667/68) was the second son of William Pope, 1st Earl Downe and Anne Hopton (1561-1625), widow of Henry, Lord Wentworth and daughter of Sir Owen Hopton. Thomas matriculated at Oxford in 1614 and was knighted at Woodstock in 1625. On 30 April 1636 he married Beata, daughter of Sir Henry Poole of Sapperton, Gloucestershire. The Royalists imprisoned him at Oxford for six weeks during the Civil War and he was held in 1656 on suspicion of complicity in the 'Cavalier Plot'. He succeeded his nephew, Thomas to the Earldom and the estate of Wroxton Abbey near Banbury, Oxfordshire in 1660. He died on 11 January 1668 and was buried at Wroxton. His only son, also Thomas, was born in 1630.

Larkin's origins remain relatively obscure. His father was a close neighbour of Robert Peake and it has been suggested that it could have been Peake who introduced him to painting. It may be more likely, judging from his earliest known portraits, such as the 1609-10 portrait of Edward, 1st Lord Herbert of Cherbury, that his initial influence came from Isaac Oliver, another artist in the circle of Henry Prince of Wales at the time.





46

46 TP

**CIRCLE OF GIROLAMO FORABOSCO
(VENICE CIRCA 1605-1679 PADUA)**

A Venetian novice; and A Venetian bride
the former bears inscription 'NOVIZZA/
VENETIANA' (upper left) and the latter bears
inscription 'SPOSA/ VENETIANA' (upper left)
and inventory number '693' (lower right)
a pair, oil on canvas
194.9 x 103.2cm (76 3/4 x 40 5/8in). (2)

£18,000 - 25,000

€21,000 - 29,000

US\$23,000 - 32,000

Provenance

The Collection of Don Diego Mexia Felipez
de Guzman, Marquis of Leganes (circa 1580-
1655), inv. nos. 683 and 693, before 1655

Literature

J. Lopez Navio, 'La gran coleccion de
pinturas del Marques de Leganes', in *Analecta
Calasanziana*, vol. 8, Madrid, 1962, p. 297
J.J. Pérez Preciado, *El Marquis de Leganes
y las Artes*, thesis, Madrid, 2008, p. 458,
cat. no. 683, ill., and pp.463-4, cat. no. 693,
ill, appendix 4, p. 859 (the inventory of the
collection)

The present pair of paintings appear in an
inventory of the Marquis of Leganes collection,
drawn up on 6 April 1655 (see Literature).

They are described as '683 Otro de una
nobiza venetiana n° seisos y ochenta y tres'
and '693 Un Retrato de una sposa Venetiana
n° seisos y nobenta y tres'.

47 TP

**ATTRIBUTED TO GIOVANNI PAOLO
CAVAGNA (BERGAMO 1556-1627)**

Portrait of a gentleman, full-length, standing in
black costume
oil on canvas
196 x 115.3cm (77 3/16 x 45 3/8in).

£6,000 - 8,000

€6,900 - 9,300

US\$7,800 - 10,000



47

JAN BOECKHORST (MUNSTER 1605-1668 ANTWERP)

Apollo on his Sun Chariot
oil on canvas, unlined
60 x 97.7cm (23 5/8 x 38 7/16in).

£60,000 - 80,000

€69,000 - 93,000

US\$78,000 - 100,000

Provenance

The Collection of Michiel Wauters, before 1679
The Collection of the Verveer family, 1889 (according to a label on the reverse)

Exhibited

Ghent, *Union des artistes Gantois*, 17 March 1889, no. 13 (according to a label on the reverse)

Literature

H. Vlieghe, Book review: 'Johann Boeckhorst. Gemälde und Zeichnungen', *The Burlington Magazine*, February 2014, p. 116, ill. pl. 56

The present *Apollo on his Sun Chariot* forms part of a group of eight oil paintings executed in preparation for a series of tapestries depicting scenes from the life of Apollo. Boeckhorst received the commission for this group from Anton van Leyen (1626-1686), collector and alderman of Antwerp. At some point between 1664 and 1668 van Leyen ordered eight studies on which to base his series of tapestries¹. These oil sketches are mentioned in the inventory of Antwerp tapestry-maker Michiel Wauters (active 1648-1679) drawn up in October 1679, two months after his death. Until recently, the group was only known through four works: *Apollo slaying the serpent*, *The Judgement of Midas*, *Apollo killing the sons of Niobe* and *Apollo's Oracle at Delphi*². Two further drawings from the group, *Apollo and the Muses* and *Apollo on his sun chariot*, are known and are now in the Musée Royaux des Beaux-Arts de Belgique, Brussels. However, Maria Galen published in 2012 a series of drawings now in the musée municipal de Bergues, which show every design for the group and so now allow us for the first time to understand the cycle in its entirety (fig.1). The complete series comprised: *Latona*, *Apollo slaying the serpent*, *Apollo and Daphne*, *The Judgement of Midas*, two scenes of *Apollo and Artemis killing the children of Niobe*, *Apollo on his sun chariot*, and finally *Apollo's Oracle at Delphi*³.

Boeckhorst's time in Italy clearly informed the design for the current *Apollo on his Sun Chariot*. The composition reveals a familiarity with Guido Reni's *Aurora* of 1614 for the Casino of the Palazzo Pallavicini-Rospigliosi. Boeckhorst has used Reni's *Aurora* as a starting point for his design, he has reversed the composition but the figure of Apollo accompanied by the figures of the Hours and led by Dawn clearly echo those in the earlier Italian work.

A native of Münster, Westphalia, Jan Boeckhorst arrived in Antwerp as a young man aged 22. He entered the workshop of Jacob Jordaens and in 1633-4 he was made a Master of the Guild of Saint Luke by which point he was actively collaborating with Sir Peter Paul Rubens. The following year he travelled to Italy and on his return he was part of a group of artists, led by Rubens who worked on the large commission for the *Torre de la Parada*, the hunting lodge of King Philip IV of Spain. He went on to become one of the leading painters of Antwerp, particularly after the death of Rubens in 1640 and van Dyck the year after.

Notes

¹ Four of the tapestries are variously located in a private Belgian Collection, Patrimonio Nacional, Madrid, and the Spanish embassy in London.

² Now in the Museum voor Schone Kunsten, Ghent, in private collection, the Musée Royal des Beaux-Arts, Antwerp, and the Stadtmuseum, Münster respectively.

³ See: M. Galen, 'Ensemble de 8 dessins préparatoires pour la série de tapisseries représentant l'Histoire d'Apeollon' in *De Heemskerck à Le Brun les plus beaux dessin du musée du Mont-de-Piété de Bergues* exh. cat., Cisinelle Balsamo, 2012, pp. 100-109



Fig. 1 - Apollo and the Muses and Apollo on his sun chariot /
© musée municipal de Bergues, France





49

FLORENTINE SCHOOL, 16TH CENTURY

The Last Supper

oil on panel

26 x 57.1cm (10 1/4 x 22 1/2in).

£5,000 - 7,000

€5,800 - 8,100

US\$6,500 - 9,100



50 TP

**FRANCESCO FRIGIMELICA (PADUA? CIRCA 1570-1646
BELLUNO)**

The Adoration of the Shepherds

oil on canvas

158.4 x 123.1cm (62 3/8 x 48 7/16in).

£6,000 - 8,000

€6,900 - 9,300

US\$7,800 - 10,000

Provenance

The Collection of Don Gonzalo Maria de Ulloa y Ortega-Montanes (1833-1882), XI Count of Adanero, by descent to his brother Marquis of Castro-Serna, Madrid and by descent to the previous owner

Private Collection, Madrid

The attribution to Frigimelica was confirmed by Professor Mauro Lucco (verbal communication with the vendor).

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

51

LUIS DE MORALES (BADAJOZ CIRCA 1509-1586)

Ecce Homo

oil on panel

31.4 x 25.2cm (12 3/8 x 9 15/16in) with a later extension
to the top 2cm.

£30,000 - 50,000

€35,000 - 58,000

US\$39,000 - 65,000

Provenance

The Collection of Carlos Ceballos (no. 15, according to a label on the reverse)

Acquired in Madrid by the great-grandmother of the present owner in the late 19th Century

Literature

Professor Alfonso G. de Ceballos, 'Nuevas Pinturas de Luis de Morales', in *Revista Archivo Español de Arte*, no. 181, 1973, pp 69-71

The subject of *Ecce Homo* was a particular favourite of Morales owing to its private devotional appeal and there was a high demand for it amongst his private and ecclesiastical clientele: compare, for example the very similar composition of the panel, (32 x 24.5cm.) sold at Sotheby's London, lot 5, 4 December 2013, and the panel, (33 x 22.8cm.) Christie's London, 10 July 2002, lot 10. He is further valued for the way in which he combined the *sfumato* modelling of Leonardo and his followers with the fine precision of the early Netherlandish masters which is evident here in the individual hairs of Christ's beard and eyelashes. It is for this reason that the 17th Century Spanish biographer, Antonio Palomino wrote in his *Lives of the Eminent Spanish Painters and Sculptors*: 'He was nicknamed El Divino because everything he painted had a sacred subject but also because he painted some heads of Christ in which the hair was executed so finely and so delicately that it made even those who are most versed in art want to blow on it to see it move, for each strand of hair seems to be as fine as a real one.'

We are grateful to Isabel Mateo Gomez for confirming the attribution to Morales, on the basis of a colour photograph. She has noted the quality of the face and hair in particular.





52

TOMMASO REALFONSO (NAPLES CIRCA 1677-1743)

A terracotta vase filled with flowers beside an overturned pewter dish
of grapes and figs

oil on canvas

81.3 x 66cm (32 x 26in).

£6,000 - 8,000

€6,900 - 9,300

US\$7,800 - 10,000

Provenance

With Colin Stodgell Fine Art, Torquay (according to a label on the
reverse)

Sale, Sotheby's, London, 14 December 2000, lot 208 where
purchased by the present owner



53

BARTOLOMEO CASTELLI THE YOUNGER, CALLED LO SPADINO (ROME 1696-1738)

A melon, peaches, grapes and other fruit on a stone ledge, before a stream

oil on canvas

48 x 60cm (18 7/8 x 23 5/8in).

£7,000 - 10,000

€8,100 - 12,000

US\$9,100 - 13,000

54

HARMEN VAN STEENWYCK (DELFT 1612-CIRCA 1656)

Still life of a sculptural bust, a skull, an oil lamp and other items on a stone ledge

signed with initials 'HS' (on the book, lower right, in ligature)

oil on panel

60.8 x 81.8cm (23 15/16 x 32 3/16in).

£30,000 - 50,000

€35,000 - 58,000

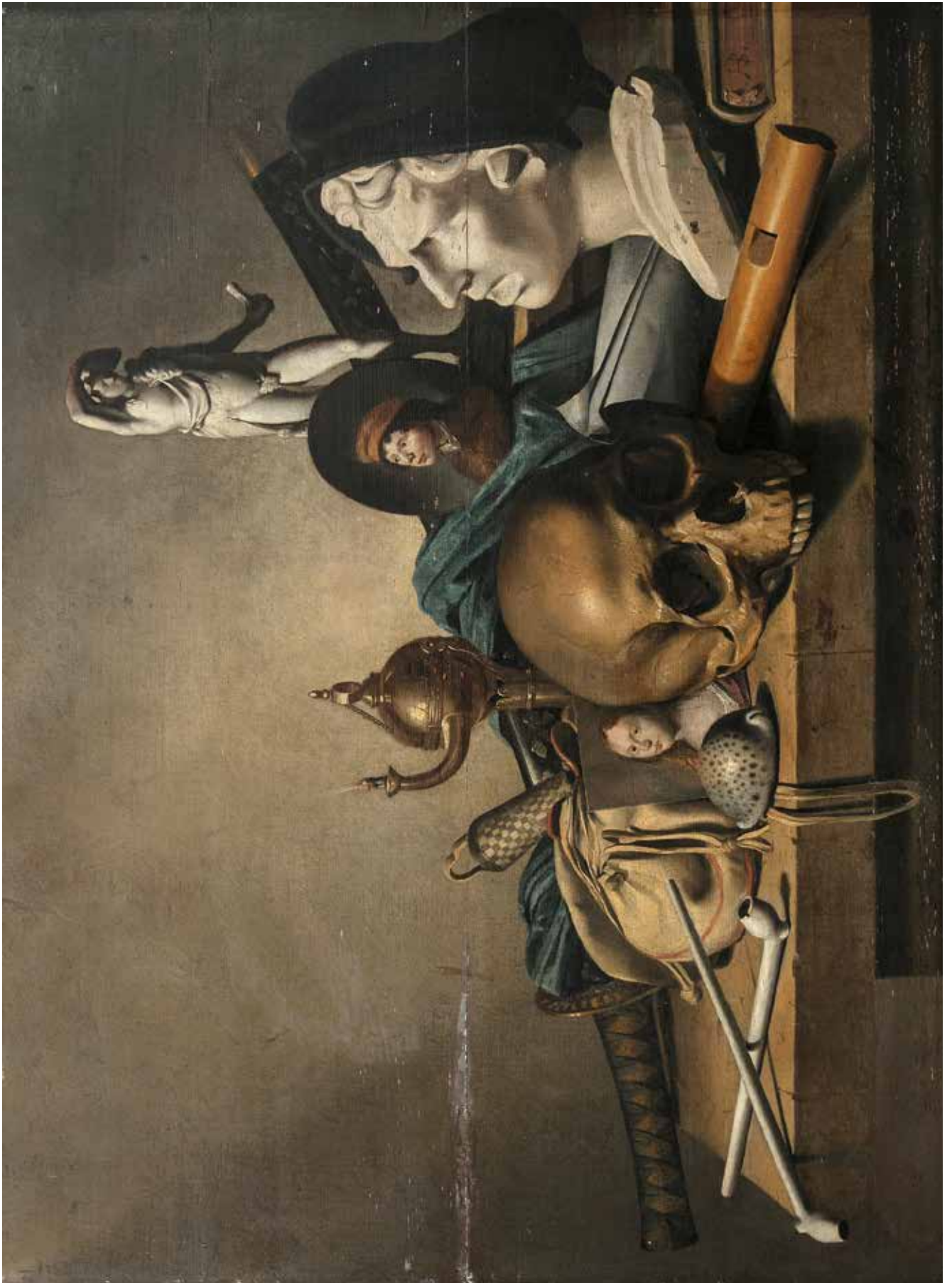
US\$39,000 - 65,000

Provenance

Private Collection, Ireland

This work shares many elements with Steenwyck's *Still life: An allegory of the vanities of human life* in the collection of the National Gallery, London (NG1256), most notably the unusual oil lamp and the Japanese inlaid sword. Both paintings demonstrate the artist's liking for diagonal compositions lit by a strong beam of light, and the fact that this light is directed onto the prominently-placed skull leaves little doubt that on one level these paintings were *vanitas* pieces, intended to remind the viewer of the fleeting nature of earthly pleasures and of life itself. The guttering oil lamp, the youths portrayed in the portrait and sculpture and the musical instruments all point to this common theme, and suggest that Steenwyck was aware of the *vanitas* paintings emanating from his contemporaries of the Leiden school. However, an alternative interpretation could suggest that the exotic grouping of shells, finely-crafted weapons from Asia, works of art, books and *naturalia* are the prized items of a collector's cabinet, encouraging us to spend what time is allotted to us on earth in the uplifting pursuit of culture.







55

SCHOOL OF UTRECHT, 17TH CENTURY

Diana and Callisto

bears signature 'C. POL' (lower left)

oil on panel

46.7 x 63.6cm (18 3/8 x 25 1/16in).

£8,000 - 12,000

€9,300 - 14,000

US\$10,000 - 16,000

Provenance

Schlegels Collection, 1844, no. 13

ED Jaderhames Collection, 1883, no. 38 (both according to a label on the reverse)

The Collection of a noble family, Sweden

An attribution to Dirck van der Lisse (The Hague 1607-1669) has been suggested.



PROPERTY OF AN IMPORTANT PUBLIC LIMITED COMPANY

56 † TP

ISAAC SILLMAKER (SCHEVENINGEN 1633-1721 LONDON)

A smack-rigged Royal Yacht, an English two decker and the English fleet at anchor, with a man o' war firing a salute

oil on canvas

77.4 x 150cm (30 1/2 x 59 1/16in).

£10,000 - 15,000

€12,000 - 17,000

US\$13,000 - 19,000

Provenance

Sale, Christie's, London, 14 April 1987, lot 58

Sale, Christie's, London, 20 April 1990, lot 81

OTHER PROPERTIES

57

MILANESE SCHOOL, 16TH CENTURY

The Madonna and Child

oil on panel

37.5 x 29.2cm (14 3/4 x 11 1/2in).

£30,000 - 50,000

€35,000 - 58,000

US\$39,000 - 65,000

Provenance

The Collection of Charles H. Senff, USA

His sale, Anderson Galleries, New York, 28 March, 1928, lot 11 (as Bernardino Luini)

With Durand-Ruel, Paris (according to a label on the reverse)

Sale, Sotheby's, New York, 27 May 1992, lot 283 (as follower of Marco d'Oggiono)

The composition of the present painting is closely related to a panel, 41.3 x 31.8 cm. previously with Schaeffer Galleries, New York, which Federico Zeri gave to Marco d'Oggiono (circa 1470-circa 1549) and which had previously been attributed to Giovanni Antonio Boltraffio.

The composition of the body of Christ is also comparable to both a *Holy Family* by Marco d'Oggiono (on panel, 47 x 38 cm.) which was sold at Sotheby's London, 7 July 2005, lot 160 and to the figure of Christ in the larger composition depicting *The Holy Family with Saint Elizabeth and the Infant Saint John the Baptist* in the Biblioteca Ambrosiana, Milan.

Charles H. Senff was an art collector and sugar manufacturer who collected paintings by, among others, Rembrandt, Rubens, Frans Hals, Velázquez, Corot and Hobbema. His collection was sold after the death of his wife, Gustavia Senff, née Tapscott, in 1927. Works from his collection are now in the Frick Collection and the Metropolitan Museum, New York.





58 TP

**ATTRIBUTED TO ALEXANDRE FRANÇOIS DESPORTES
(CHAMPIGNEULLE 1661-1743 PARIS), AND STUDIO**

A pointer beside a pheasant in a landscape
bears signature and date: 'J.B.Oudry.f.1738' (lower right)
oil on canvas

112.5 x 154cm (44 5/16 x 60 5/8in).

£20,000 - 30,000

€23,000 - 35,000

US\$26,000 - 39,000

Provenance

Acquired by John Duff (1772-1836) and thence by descent to the present owners, the Gordon-Duff family

Exhibited

Duff House, Banff, Aberdeenshire from 1995- November 2016

Desportes created the original composition for this work in 1719 (oil on canvas, 130 x 162 cm, Ermenonville, Abbaye de Chaalis, inv. no. 256) and repeated it more than once with certain differences in the following decade, one version dated 1727. It has been suggested that some parts of these paintings were painted by his studio. The monograph by Pierre Jacky and G. de Lastic lists three known versions (p.622, p.722 and p.722 bis) as well as three known studio copies (*Desportes*, Saint-Rémy-en-l'Eau, 2010).



59

**ATTRIBUTED TO ANTOINE MONNOYER (PARIS 1670-1747
SAINT-GERMAIN-EN-LAYE)**

An iris, auriculas and other flowers in a glass vase on a table-top
oil on silvered metal
20.8 x 15.3cm (8 3/16 x 6in).
in a carved frame

£5,000 - 7,000

€5,800 - 8,100

US\$6,500 - 9,100

60 TP

JAN GERRITZ.VAN BRONCKHORST (UTRECHT CIRCA 1603-1662 AMSTERDAM)

Two women at a stone ledge with a boy playing a flute
oil on canvas
99.6 x 141.6cm (39 3/16 x 55 3/4in).

£50,000 - 70,000

€58,000 - 81,000

US\$65,000 - 91,000

Provenance

Purchased by the present owner's father in the 1970s

Typical of Bronckhorst's concert groups, the present work is one of several of this subject which generally date to the 1640s. Other examples of pictures from this group and date can be found at the Herzog Anton Ulrich Museum, Brunswick, the Centraal Museum in Utrecht, and The Hermitage in Saint Petersburg. All of these works use the same illusionistic device of placing the figures either on or behind a stone balcony or parapet suggesting that they were intended to be seen *di sotto in sù*.

A drawing in the collection of the University of Göttingen clearly provides the starting point for the present *Two women at a stone ledge with a boy playing a flute* (fig. 1). The artist, however, has made several changes to the composition such as to the background figures and the seated woman's headdress. A further version, also based on the Göttingen drawing, was with Francesco Pospisil, Venice, in the 1950s (121 x 133cm.; see: B. Nicolson ed. L. Vertova, *Caravaggism in Europe*, 2nd edition, Milan, 1989, p.69, ill. fig. 1385) but which differs from the present work in the background figures. Bronckhorst is known to have repeated a composition on at least one other occasion with the two works depicting *A Merry Company with a Violinist* at the Centraal Museum in Utrecht and the Hermitage, Saint Petersburg (inv. no. 3303).

Initially trained as a glass painter, the debt to Gerrit van Honthorst and other Utrecht caravaggisti, such as Jan van Bijlert, is clearly evident in Bronckhorst's work. Indeed, Sandrart wrote that he regularly visited Honthorst's studio in the mid 1620s. Bronckhorst also made a trip to Paris at this time where he is known to have studied works by Rubens and Gentileschi. Whilst he was very much part of the group of painters known as the Utrecht caravaggisti in terms of his choice of subject matter, the bright palette and jovial atmosphere of his works reveal that the influence of Caravaggio's work was only part of his artistic make-up.



fig. 1. Jan Bronckhorst- Two women at a stone ledge with boys playing a flute / ©University of Gottingen





61

BRESCIAN SCHOOL, 16TH CENTURY

The Madonna and Child with Saints Catherine of Alexandria, Barbara

and Peter

oil on panel

48.7 x 65.2cm (19 3/16 x 25 11/16in).

£8,000 - 12,000

€9,300 - 14,000

US\$10,000 - 16,000



62

MICHELE COLTELLINI (FERRARA - DIED 1542)

The Agony in the Garden

oil on panel

59.7 x 48.3cm (23 1/2 x 19in).

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 26,000

The present *Agony in the Garden* can be compared to his signed *Death of the Virgin* of 1502, now in the Pinacoteca di Bologna (inv. no. 263).

Together with Domenico Panetti (1460-1530), the teacher of Garofalo (1481-1559), Michele Coltellini was active mainly in Ferrara in the last years of the reign of Ercole I d'Este.

The attribution to Coltellini was suggested by Dr. Marcello Toffanello of the Pinacoteca Nazionale di Ferrara.

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.

63

MICHELE MARIESCHI (VENICE 1710-1743)

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

£50,000 - 70,000

€58,000 - 81,000

US\$65,000 - 91,000

Provenance

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

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

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





64

VERONESE SCHOOL, CIRCA 1500

The Madonna and Child

oil on panel

64 x 48.6cm (25 3/16 x 19 1/8in).

in an integral frame

£10,000 - 15,000

€12,000 - 17,000

US\$13,000 - 19,000

With the meticulous attention to the decorative detail of the surrounding landscape, the author of the present *Madonna and Child* has clearly seen the work of Gentile da Fabriano (circa 1370 - 1427) and Michelino di Besozzo (circa 1370-circa 1455) whose visits to the Veneto had proved most significant in the artistic development of the region. However, the influence of the earlier artists Stefano da Verona (circa 1379-circa 1438), active in Verona, and Zanino di Pietro (active 1389-1448) who worked principally in Venice, is most evident in the present panel.





65

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

Portrait of a lady, traditionally identified as Elizabeth Throckmorton,
three-quarter-length, in a gold and white embroidered dress with a lace
collar

oil on panel, trimmed

108.7 x 78.4cm (42 13/16 x 30 7/8in).

unframed

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 23,000

Provenance

Purchased by the present owner's grandparents in the 1940s

66

GIUSEPPE DE GOBBIS (ACTIVE VENICE 1772-1783)

Il Parlatorio delle Monache

oil on canvas

81.8 x 114.4cm (32 3/16 x 45 1/16in).

£40,000 - 60,000

€46,000 - 69,000

US\$52,000 - 78,000

Provenance

With Brame & Lorenceau, Paris

Sale, Christie's, London, 23 March 1973, lot 99 (4,200 gns. to Eisenbeiss)

Sale, Christie's, London, 17 July 1981, lot 33 (£6,500)

Sale, Christie's, New York, 18 January 1983, lot 131 (for \$15,000)

The Collection of Rudolf Nureyev

Sold by Order of the Rudolf Nureyev Dance Foundation and Ballet

Promotion Foundation, Christie's, New York, 13 January 1995, lot 116

Sale, Christie's, New York, 29 January 1999, lot 20

Often coupled with images of the *ridotto*, the present composition clearly enjoyed great popularity as attested to by the numerous versions which exist. In his book on Pietro Longhi, Pignatti was the first to suggest the hand of Giuseppe de Gobbis in several works of this particular composition, see for example those formerly in the collection of Dr. Olof Sundin and sold at Sotheby's on 15 May 1929, lot 28 and 291. A further version of the present composition and its companion, *Il Ridotto*, is in the San Diego Museum of Art, California (accession no. 1950.96 and 97).

The scene depicted in the current work is the *Parlatorio delle Monache* or Nun's Parlour in San Zaccaria. It shows the day on which the novices, pictured here crowding behind the grated windows, wait to receive a visit from their family and friends. A string quartet is on hand, far left, to entertain the visitors. This particular subject had been treated earlier, by Francesco Guardi (1712-1793, fig. 1) in a work, similarly paired with a depiction of the *Ridotto*, which are both now in Ca' Rezzonico, Venice.

One of the principal followers of Pietro Longhi, the Veronese artist Giuseppe de Gobbis has been identified as the author of a group of paintings in Ca' Rezzonico, the Philadelphia Museum of Art and the Salom Collection, Segromigno Monte, on the basis of Anna Pallucchini's study of paintings formerly in Palazzo Stucky. His works, like Longhi before him, are classic depictions of the Venetian contemporary life to which fashionable Europe was so attracted during the latter years of the Serene Republic.



fig.1. Parlor of Nuns at San Zaccaria, 1746, by Francesco Guardi (1712-1793), oil on canvas, 108x208 cm / De Agostini Picture Library / A. Dagli Orti / Bridgeman Images





67



68

67

DAVID MORIER (BERN 1705-1770 LONDON)

Equestrian portrait of General Hawley
 inscribed 'Morat.' (lower left)
 oil on canvas
 127.2 x 102.4cm (50 1/16 x 40 5/16in).

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

Provenance

Lord McAlpine, West Green House, Hampshire
 His sale, Sotheby's, Billingshurst, 17 May 1990, lot 731
 Sale, Sotheby's, London, 13 November 1991, lot 40

Henry Hawley (circa 1679-1759) was an English army officer who fought at Dettingen and Fontenoy before becoming most significantly Commander-in-Chief of the British Army in Scotland in December 1745 at the time of the Jacobite Rebellion. Despite his severe defeat at Falkirk Hawley continued to serve under the Duke of Cumberland at the Battle of Culloden the following year in which he led the cavalry. Following the 'Forty-Five he accompanied Cumberland to the Low Countries and while the General's reputation has been less favoured among his enemies, it remained to be held in high esteem with the Duke and his father, George II, for the remainder of his career.

PROPERTY OF AN IMPORTANT PUBLIC LIMITED COMPANY

68 †

ENGLISH FOLLOWER OF ANTONIO CANAL, CALLED IL CANALETTO, 18TH CENTURY

The Thames from Somerset House, London, looking towards Saint Paul's Cathedral
 oil on canvas
 55.3 x 91.8cm (21 3/4 x 36 1/8in).

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

Provenance

Sale, Christie's, London, 17 July 1987, lot 50A (sold for £26,000 hammer)

OTHER PROPERTIES

69

BARTOLOMÉ ESTEBAN MURILLO (SEVILLE 1618-1682)

Moses drawing water from the Rock

oil on canvas

32.8 x 75.5cm (12 15/16 x 29 3/4in).

£60,000 - 80,000

€69,000 - 93,000

US\$78,000 - 100,000

Provenance

The Collection of the Earl of Normanton, Somerley, Hampshire, 1857, by whom offered

Sale, Christie's, London, 1 July 1966, lot 75

With Thomas Agnews and Sons, London, where purchased by the present owner's uncle

Exhibited

British Institution, 1850, no. 7

Literature

G. Waagen, *Treasures of Art in Great Britain*, London, 1857, vol. IV, p.365

C.B. Curtis, *Velasquez and Murillo*, London and New York, 1883, p. 123, no. 15

A. F. Calvert, *Murillo*, London, 1907, p. 156 (in the Collection of the Earl of Normanton, 'a very spirited sketch')

D. Angulo Iniguez, *Murillo. Catálogo crítico*, Madrid, 1981, vol. II, cat. no. 94, ill. vol. III, pl. 270

E. Valdivieso, *Murillo: Catálogo Razonado De Pinturas*, Madrid, 2010, pp. 151 and 412, cat. no. 216

His paintings for the Hospital de la Caridad are amongst the most significant commissions of Murillo's late career. A church for the lay confraternity of Charity (Hermandad de la Caridad) had been on the site since the 15th century but in 1640 it was decided to build a new church to allow more space for one of the principal duties of the confraternity, the Christian burial of unclaimed bodies such as those drowned in the nearby Guadalquivir river or those executed by the authorities. The construction of the new church was finally, after many delays, completed in 1670 and the confraternity then turned to the most important artists active in Seville at the time for the decoration of the interior. Bernardo Simón de Pineda was to complete the altarpieces, Pedro Roldán the sculpture and the paintings were to be

executed by Bartolomé Esteban Murillo and Juan de Valdés Leal¹.

Don Miguel Mañara (1627-1679), the leader of the brotherhood, was in charge of making arrangements for the interior decoration including the iconographic programme for the paintings. Of a wealthy mercantile Seville family, Mañara was received into the brotherhood in 1662, the year after he lost his wife. This moment in his life had prompted in him a period of deep spiritual reflection and he had turned to the confraternity in order to dedicate his life to helping the poor of his native city and by the following year he was the nominated leader. In the chapter entry for the 13 July 1670, Mañara declares his intentions for the decoration of the interior of the church:

Como acabadas las obras de nuestra iglesia, y puestos en ella, con la grandeza y hermosura que se ve seis jeroglíficos que explican seis de la obras de Misericordia² [now the work of our church is complete, with great majesty and beauty one will see six pictures which show six of the Acts of Mercy]

Six of the acknowledged Seven Acts of Mercy are referred to by *Matthew* (25: 31-40) as the reason for the salvation of the saved when the Lord says 'Come, O blessed of my Father, inherit the kingdom prepared for you from the foundation of the world; for I was hungry and you gave me food, I was thirsty and you gave me drink, I was a stranger and you welcomed me, I was naked and you clothed me, I was sick and you visited me, I was in prison and you came to me.' Mañara used this biblical text as the basis for the iconographic programme of the paintings adorning the church. The seventh act, that of burying the dead was one of the principal missions of the commissioning church and was to be represented by the sculptural group of the *Burial of Christ* by Roldán for the main altar. Murillo was to execute the majority of the pictures and the present work is his preparatory sketch for one of the two largest canvases - *Moses drawing water from the Rock* (fig.1).
cont.



Fig. 1 - Murillo, Bartolomé Esteban (1618-1682): 'Moses And The Water From The Rock Of Horeb', 1667-1670, Oil On Canvas, 335 X 55 cm. Hospital de la Caridad, Seville. © 2017. Album/Scala, Florence



On entering the church (fig.2), the first paintings that one encounters are the two *Memento mori* by Valdés Leal. Entitled *In ictu oculi* and *Finis gloriae mundi* they serve to remind the viewer that death can arrive at any moment and that with it all of our earthly possessions and aspirations will be irrelevant. The suggestion is that the only way to ensure salvation in the afterlife is through charitable acts of mercy. Beyond these two pictures six works by Murillo were hung, three on each side, each depicting an episode from the Bible, both Old and New Testament, that relate to an act of mercy. On the left there was *Abraham and the Three Angels* (Giving Shelter to a Pilgrim), *The Return of the Prodigal Son* (Clothing the Naked), and *Moses drawing Water from the Rock* (Giving Water to the Thirsty). Opposite there hung first *The Liberation of Saint Peter* (Visiting those in Prison), then *Christ at the Pool of Bethesda* (Visiting the Sick) and lastly *The Multiplication of the Loaves and the Fishes* (Giving Food to the Hungry). The decorative scheme culminated in the aforementioned *Burial of Christ* which resided on the main altar. Given the size of the *Multiplication of the Loaves and the Fishes* and the *Moses drawing Water from the Rock* and their proximity to the altar, along with their subject matter, they may be read not only as Acts of Mercy but also as having a Eucharistic significance.

This commission for the Hospital was of particular significance to Murillo, given that he had entered the confraternity in 1665, possibly at the suggestion of Mañara. He began work on the paintings in 1667 and was finished by 1670. Shortly after, two further works completed the programme established by Mañara: *Saint John of God carrying the sick* and *Saint Elizabeth of Hungary tending the sick*.



Fig. 2 - Hospital de la Caridad (Charity Hospital), Seville, Spain / © 2017. Manuel Cohen/Scala, Florence

Thanks to their enormous dimensions, the latter two paintings remain *in situ* in the Church of the Hospital de la Caridad. Other works from the scheme were taken during the Peninsular War by Marshall Soult (1769-1851) and are now housed in various museums around the world: *Abraham and the Three Angels* is now in the National Gallery of Ottawa, *The Return of the Prodigal Son* in the National Gallery of Art, Washington, *The Liberation of Saint Peter* in the Hermitage, Saint Petersburg, and the *Christ at the Pool of Bethesda* can be found in the National Gallery, London.

Murillo received payment for the *Moses* painting in 1670 and preparation for the whole decorative scheme will have begun in the years preceding. A work of the same subject by the earlier Italian painter Gioacchino Assereto (1600-1640) now in the Museo del Prado but in the collection of an Antonio de Espinosa in Seville at the time may well have provided the artist with a starting point for his large canvas for the Church. Murillo has expanded and amplified Assereto's composition in response to the very wide, panoramic dimensions of the canvas. Particular attention is paid to the child on horseback to the left of the rock, silhouetted against the background and pointing to the figure of Moses. In the present work, it is clear that Murillo already intended to give this figure such significance in his composition.

Making a small sketch in preparation for a larger work is in-keeping with Murillo's *modus operandi*: see, for example, his small sketch of circa 1665-70 showing *The Holy Family with the Infant Saint John the Baptist* in a private collection in Valenica which was painted in readiness for his larger work of the same subject now in the Szépművészeti Múzeum, Budapest (inv. no. 779).

No other sketches of this type are known for his cycle of works for the Church of Hospital de la Caridad. This *modello* therefore appears to be the only known preparatory work relating to this significant commission and so represents a rare opportunity at auction.

Notes

1. For a reconstruction of the arrangement of the paintings in the church see Valdivieso (*Ibid* pp.148-9)
2. see D. Angulo Iñiguez (*Ibid* vol. I, p. 380)



70

CIRCLE OF TOMÁS HIEPES (VALENCIA CIRCA 1600-1674)

Two bell-shaped pots with flared rims with pears and pomegranates
on a ledge

oil on canvas

63 x 93.5cm (24 13/16 x 36 13/16in).

£4,000 - 6,000

€4,600 - 6,900

US\$5,200 - 7,800

71

FRANS SNYDERS (ANTWERP 1579-1657) AND STUDIO

A kitchen maid holding a cockerel, with game, asparagus, artichokes, kitchen utensils and a bowl of *fraises de bois* on a table
oil on panel

124.4 x 94.4cm (49 x 37 3/16in).

£40,000 - 60,000

€46,000 - 69,000

US\$52,000 - 78,000

Provenance

Sale, Christie's, London, 14 December 1984, lot 70

Sale, Sotheby's, London, 6 July 1994, lot 118

Literature

H. Robels, *Frans Snyders: Stilleben und Tiermaler; 1579–1657*,
Munich, 1989, p. 173-4, no.5, ill

Robels dates the present work to circa 1610, and suggests that the figure of the maid is possibly by another hand (see Literature). A related drawing, in which the composition has been extended to include the figure of a man holding game, is now in the Ashmolean Museum, Oxford (*ibid* pp. 406-7, cat. no. Z3, ill.).





72

JACOBUS BILTIVS (THE HAGUE 1633-1681 BERGEN OP ZOOM)

A huntsman with his spoils in an interior
signed and dated 'J: Biltius fecit 1676' (on table, lower centre)

oil on canvas

52.2 x 43.7cm (20 9/16 x 17 3/16in).

£7,000 - 10,000

€8,100 - 12,000

US\$9,100 - 13,000

Provenance

The Hon. Mrs Bailey, Warborough House, Stiffkey, Norfolk
Private Collection, The Netherlands



73 *

EDWARD COLLIER (BREDA CIRCA 1640-CIRCA 1706 LONDON)

A *vanitas* still life with a globe, books, an hour-glass and a musical instrument on a draped table-top
signed and dated 'Edward Co/ Anno 1702' (on music score, lower right)

oil on canvas

75 x 59.8cm (29 1/2 x 23 9/16in).

£8,000 - 12,000

€9,300 - 14,000

US\$10,000 - 16,000

74

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

The Grand Canal, Venice, looking East with the Doge's Palace and the Punta della Dogana in the distance

oil on canvas

76.3 x 126.8cm (30 1/16 x 49 15/16in).

£30,000 - 50,000

€35,000 - 58,000

US\$39,000 - 65,000

Provenance

Most probably in the present owner's family since the early 19th century

The Collection of the Murray family, Taymount House, Perth, until 1974 when ownership passed to the present owner

A well-known view of Venice, the present work depicts the Grand Canal in Venice from the Campo San Vio looking towards the East and the Bacino di San Marco, based on a similar composition by Canaletto, *Venice: the Grand Canal from Campo S. Vio towards the Bacino*, of circa c.1727-28, now in the collection of Her Majesty the Queen and originally purchased by George III. The buildings depicted and the angle from which we see them closely follow Canaletto's painting. The cupola seen on the right is that of the Basilica di Santa Maria della Salute which then leads on to the Punta della Dogana beyond. Before the Basilica and so immediately to the right of the painting are the façades of the Palazzo Barbarigo and the Palazzo da Mula Morosini. Beneath the cupola one can see the Palazzi Dario, Barbaro and Benzon which in reality cannot be seen from the Campo, as such this view has been adjusted by painting it as if one was a little further down the canal to enable the viewer to take in the series of façades fronting onto the Grand Canal. On the left side of the canal, the largest building is Sansovino's Palazzo Corner della Ca' Grande, followed by the Palazzi Minotto, Gritti and Flanghini Fini. In the present work, the artist has altered the background considerably, on comparison with Canaletto's original, as the towering Campanile di San Marco and the Palazzo Ducale have been brought forward so that they are clearly visible and are positioned in the centre of the painting, our eyes being drawn down the canal to some of the most famous buildings in Venice. While this view was repeated many times in numerous paintings, each is peppered with small varying details illustrating the colourful daily life of the Venetians.





75

SIR WILLIAM BEECHEY (BURFORD 1753-1839 HAMPSTEAD)

Portrait of George Nugent Temple Grenville, 1st Marquess of Buckingham (1753-1813), bust-length, in the uniform of the Lord Lieutenant of Ireland

oil on canvas

76.8 x 63.4cm (30 1/4 x 24 15/16in).

£6,000 - 8,000

€6,900 - 9,300

US\$7,800 - 10,000

The son of the Prime Minister, George Grenville, this George Grenville was also destined to become another prominent politician. After serving in the House of Commons he succeeded his uncle as 3rd Earl Temple in 1779. After being Lord Lieutenant of first Buckinghamshire and then Ireland he rose to ascendancy as the King's supporter against the Fox-North administration and went on to become Home Secretary in 1783 when his cousin William Pitt became prime Minister. He was then rewarded in 1784 with the Marquessate of Buckingham (which he came close to refusing on the grounds that he believed himself worthy of a dukedom). He was made a Knight of the Garter in 1801. In November 1787, he was again appointed Lord Lieutenant of Ireland, this time under Pitt, but his second tenure of this office proved less successful than the first. Grattan denounced him for

extravagance; the Irish Houses of Parliament censured him for refusing to transmit to England an address calling upon the Prince of Wales to assume the regency; and he could only maintain his position by resorting to bribery on a large scale. Having become very unpopular, he resigned his office in September 1789. He subsequently took very little part in politics.

Buckingham largely completed the magnificent construction of Stowe begun by his uncle and was depicted by Gainsborough and by Reynolds in a family portrait, amongst other artists, as well as being the subject of numerous caricatures, including several by Gillray, who depicted him as a pig (with his nose in the political trough).



76 TP

JOHN HOPPNER R.A. (LONDON 1758-1810)

Portrait of Thomas Norton of Kingston Bowsey, full-length, with his horse and dog

oil on canvas

241.5 x 150cm (95 1/16 x 59 1/16in).

£20,000 - 30,000

€23,000 - 35,000

US\$26,000 - 39,000

Literature

W. McKay and W. Roberts, *John Hoppner, R.A.*, London, 1909, p. 185

Exhibited

London, Royal Academy, 1785, no. 145. (as Portrait of a Gentleman, Whole Length)

The sitter, Thomas Norton, the son of John Bysshe Norton, died in 1804, aged 32 and is buried at Kingston Bowsey, West Sussex.

77 *

THOMAS HUDSON (DEVON 1701-1779 TWICKENHAM)

Portrait of Albinia Bertie as a young girl, seated in a landscape holding a basket of doves, a spaniel at her feet

oil on canvas

136 x 112cm (53 9/16 x 44 1/8in).

in an exceptional carved and gilt English rococo frame

sold with a copy of *The Albinia Book* by Albinia Cust, 1929

£60,000 - 80,000

€69,000 - 93,000

US\$78,000 - 100,000

Provenance

Bequeathed by the sitter to her daughter, Lady Henrietta Anne Barbara Hobart (1763-1828), who married the Rt. Hon. John Sullivan, MP
Their daughter Harriet Margaret Sullivan (1795-1873) who married Vice Admiral Sir George Tyler, Governor of St. Vincent, and thence by descent in the Tyler family

Literature

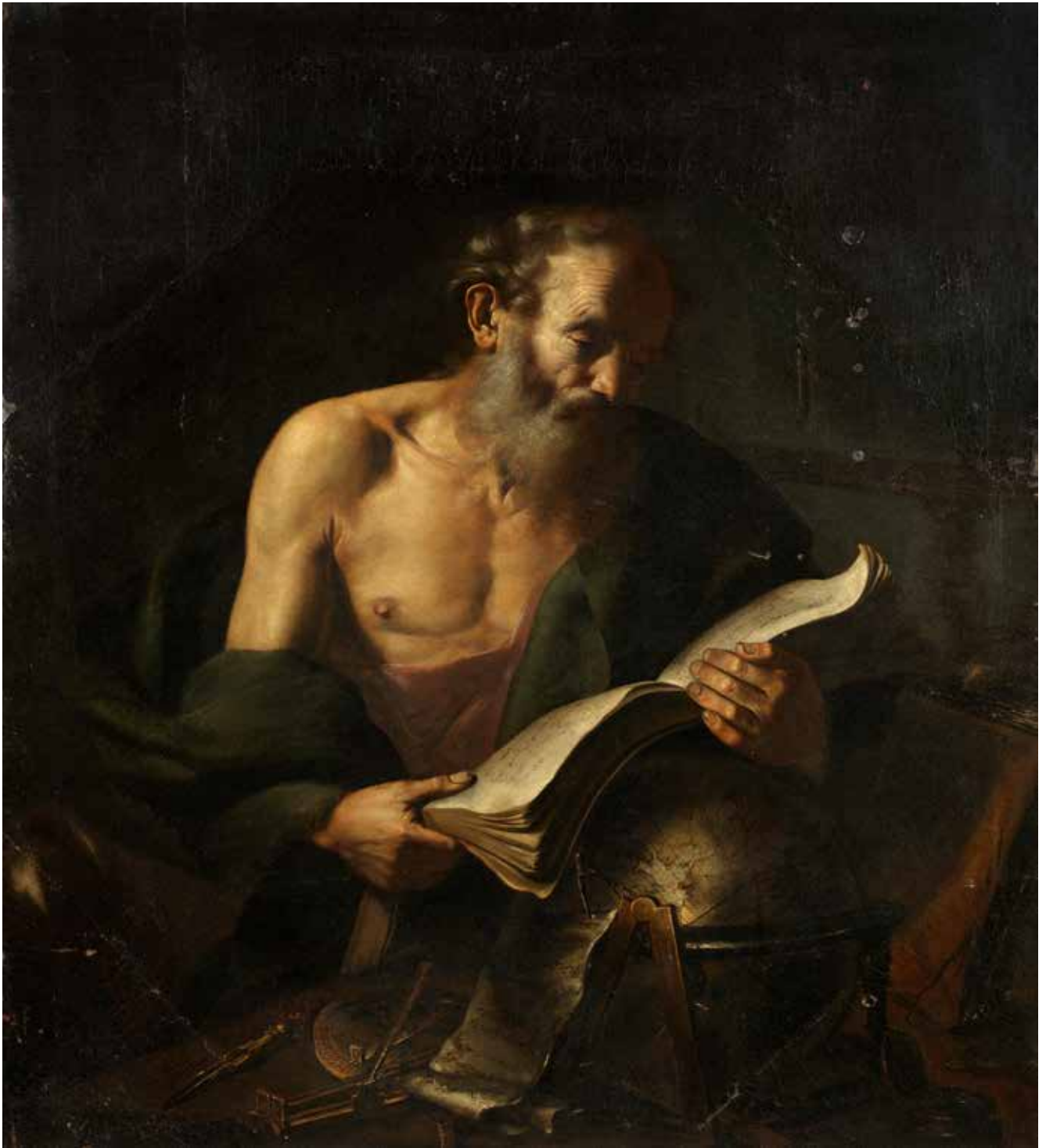
Albinia Lady Cust, *The Albinia Book*, London, 1929, pp.45-82, ill. opposite p.45

Albinia Bertie (1738-1816) was the daughter of Lord Vere Bertie and his wife Anne Casey and probably spent her early life in Lincolnshire. She married the Hon. George Hobart, later 3rd Earl of Buckinghamshire at the age of nineteen, becoming the Countess of Buckinghamshire in 1793. Her husband was appointed secretary to the embassy in Saint Petersburg in 1762, but in reality he failed to distinguish himself either in this line or in his alternative careers in politics, the army or as manager of the Great Opera House in Haymarket.

Albinia on the other hand, as well as giving him five sons and four daughters, became a society figure of some renown, throwing herself into a life of amateur theatricals, music performances and parties that were the talk of London. Her home in Richmond, based on the King of Prussia's summer palace, was the venue for extravagant gatherings to which fashionable society flocked, their hostess always attired in the latest outfits and leading the field in her enjoyment of the entertainment, particularly dancing at which she excelled. When high-stakes gambling became all the rage in the 1780s and '90s Albinia embraced the fashion with zeal, becoming quite notorious for the eye-watering sums that she bet – and lost - at the card table. As the most serious gaming took place in gentlemen's clubs to which she was denied access, she ran an illegal table of her own at home, undeterred either by the threat of fines or by exposure by a scandalised press that was heavily critical of what they saw as dissolute behaviour. She took to political campaigning in support of her relative Sir Cecil Wray in 1784 and again attracted the notice of the press who were fascinated that society ladies like Albinia and Georgiana Cavendish should involve themselves in the rough and tumble of the hustings. Her lifestyle caught the eye of the social satirists Thomas Rowlandson (1756-1827) and James Gillray (1756-1815), the latter immortalising her in no fewer than sixteen of his prints.

Thomas Hudson painted at least one other member of the Bertie family; a portrait of Albinia's cousin Peregrine, later 3rd Duke of Ancaster, hangs in the picture collection at Grimsthorpe Castle, Lincolnshire.





78



79

78 *

ATTRIBUTED TO GIUSEPPE VERMIGLIO (ALESSANDRIA 1585-CIRCA 1635)

A philosopher
oil on canvas, octagonal, made up to a rectangle
127.8 x 108.2cm (50 5/16 x 42 5/8in).
old inventory number '32' (on the reverse)

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

Provenance

Tessier-Lavigne family, Montreal, Canada, since the late 19th century
Collection of Yves Tessier-Lavigne and by descent through the family
until acquired by the present owner

The original octagonal canvas was let into a larger rectangular one, most probably in the late 17th century. The fact that some of the objects in the still life, such as the dividers, overlap both canvases indicates that these elements of the painting were added when the canvas was extended and that the original composition therefore consisted of the philosopher with his book.

Little is known of Vermiglio's life but he is recorded as being active in Rome by 1604 when he was in the studio of an Adriano de Monteleone. He remained in the city until about 1620, by which time he had returned to his native Piedmont. Whilst in Rome his work was profoundly influenced by Caravaggio but after his return North and later in his career a softer, more Reni-like approach is discernible. The present painting is comparable to Vermiglio's *Saint James the Greater* now in the Pinacoteca Repposi, Chiari, which has been dated to very shortly after his return to Piedmont.

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.

Yves Tessier-Lavigne (1893-1977) was an academic and Doctor of Political Science who was affiliated to the University of Montreal. He was a member of a well-known Canadian family who came from France in the 17th century. Much of his art collection was offered by his heirs at an auction at Pinney's, Quebec, in 1983.

79

WORKSHOP OF VINCENZO CAMPI (CREMONA 1532-1591)

The Ricotta Seller
bears inventory number 'No. 172' (lower left)
oil on canvas
73.2 x 87.9cm (28 13/16 x 34 5/8in).

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

Exhibited

Milan, Museo Diocesano, *Gli occhi di Caravaggio*, 11 March- 3 July 2011, cat. no. 28

Literature

V. Scarbi, *Gli occhi di Caravaggio*, Milan, 2011, cat. no. 28, pp. 102-3

The present composition is based on Campi's original, in the Musée des Beaux Arts, Lyon, with differences, such as the colour of the left hand figure's tunic.



80

**ATTRIBUTED TO BENEDETTO GENNARI II (CENTO 1633-1715
BOLOGNA)**

Mars

oil on canvas

64.3 x 52.4cm (25 5/16 x 20 5/8in).

unframed

£8,000 - 12,000

€9,300 - 14,000

US\$10,000 - 16,000

Provenance

In the collection of present owner's family since at least the end of the
19th century



81

**CIRCLE OF ADAM DE COSTER (MALINES CIRCA 1586-1643
ANTWERP)**

Figures by candlelight

oil on canvas

58.2 x 64.4cm (22 15/16 x 25 3/8in).

in a carved 19th century Florentine frame

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 23,000

Provenance

Private Collection, France



82 TP

WORKSHOP OF FRANS SNYDERS (ANTWERP 1579-1657)

A cook holding a hare and standing beside a draped table laden with dead hares, a lobster on a platter, ducks and other animals along with a wine-cooler filled with fruit
oil on canvas

122.2 x 184.2cm (48 1/8 x 72 1/2in).

£30,000 - 50,000

€35,000 - 58,000

US\$39,000 - 65,000

Provenance

With Marshall Spink, London, 1970 (as with the figure by Jacob Jordaens)

Sale, Christie's, London 23 March 1973, lot 97 (as Jacob Jordaens and Frans Snyders, bt Pontremoli)

Literature

H. Robels, *Frans Snyders*, Munich, 1989, p. 432, cat. no. A34, ill. p.431 (under Studio Works and Incorrect Attributions)

The figure of the smiling cook comes close to that in the larder still life by Snyders which is now in the Musée de Picardie, Amiens (inv. no. 107). In her entry for the present work, Hella Robels suggests that the source may in fact be found in an original by Paul de Vos. One work, formerly in the collection of Lord Walpole at Houghton in 1775 and now known only through a mezzotint by Richard Earlom, shows exactly the figure of the smiling cook holding aloft a hare, although the still life in the latter is very different.



83

JACOB JORDAENS (ANTWERP 1593-1678)

Head study of an elderly women
oil on paper laid down on canvas
25.4 x 19.1cm (10 x 7 1/2in).

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 23,000

Provenance

Sale, Christie's, London, 19 April 1991, lot 85

At the time of the 1991 sale, Professor R.A d'Hulst suggested that the present work is a preliminary sketch for the old peasant woman in Jordaens's *Satyr and Peasant Family*, in the Musée Royeaux des Beaux-Arts de Belgique, Brussels (see: R.A. d'Hulst, *Jacob Jordaens*, Antwerp, 1982, p. 98, ill).

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.

ATTRIBUTED TO JOHN OPIE RA (TREVELLAS 1761-1807 LONDON)

Portrait of the young Sir Joseph Banks, half-length, wearing a black coat, holding a book, leaning on a globe which shows a map of Australia

oil on canvas

76.1 x 63.2cm (29 15/16 x 24 7/8in).

£8,000 - 12,000

€9,300 - 14,000

US\$10,000 - 16,000

Provenance

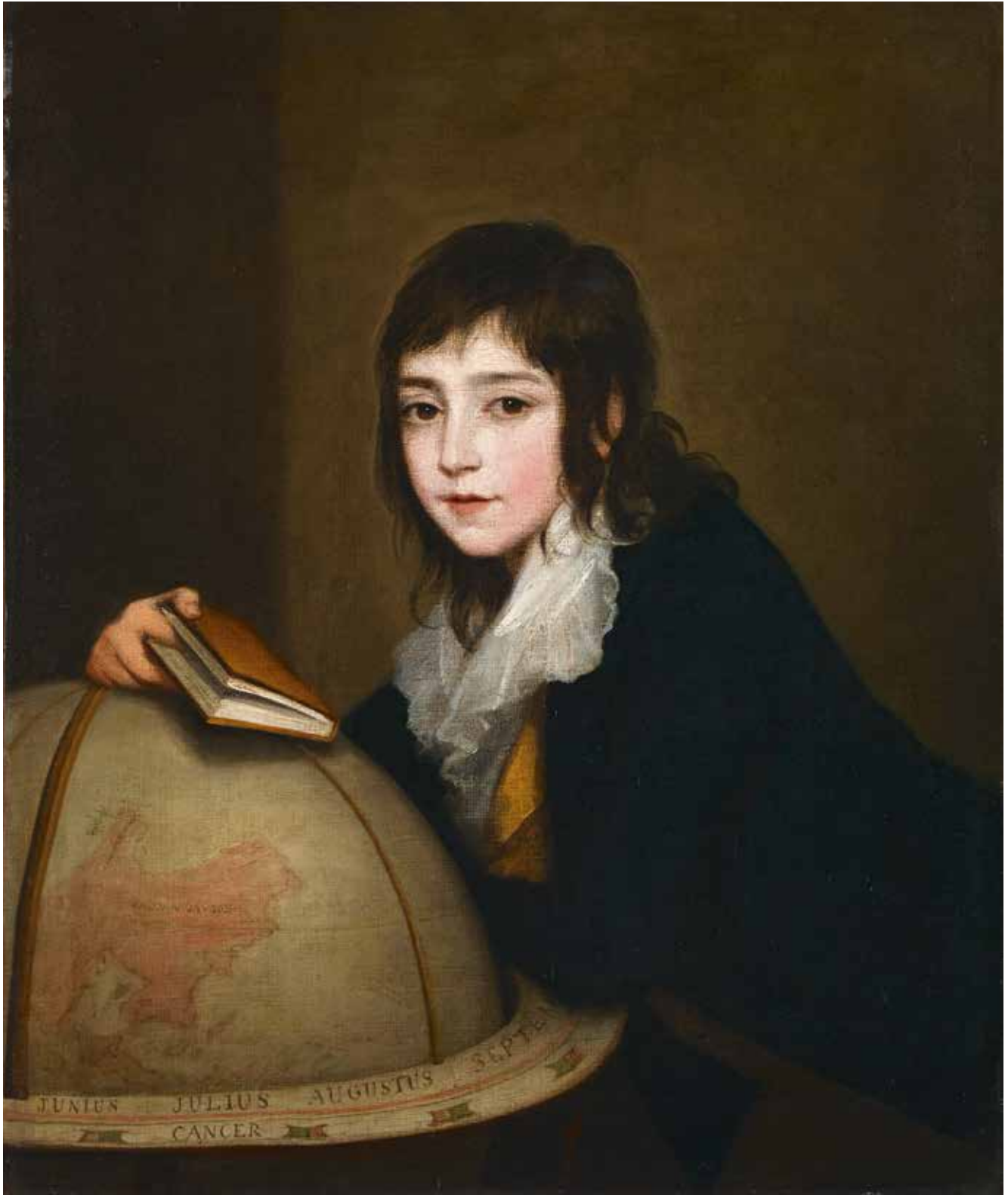
Private collection, UK, by whom offered

Sale, Bonhams, London, 7 July 1999, lot 22, (as English School, circa 1790 for £14,500)

Although the costume which dates from the latter part of the 18th century would be anachronistic for Sir Joseph Banks to be depicted at this age (Banks having been born in 1743), the artist appears to have based the present work on the 1757 portrait of Banks as a boy which has been attributed alternatively to Lemuel Francis Abbott or to Johann Zoffany, in which the sitter holds a botanical illustration and is seated beside a globe (fig. 1). With the benefit of hindsight the artist has depicted the mainland of Australia (or 'New Holland') on the globe, as Reynolds had depicted the illustrious botanist and explorer in 1773 with a globe that made reference to his trip to Iceland in the previous year. It was during his first voyage of 1769-1771 that Banks accompanied Captain James Cook in circumnavigating the globe in the *Endeavour*, mapping the East coast of Australia.



Fig. 1- Engraving of Sir Joseph Banks





85 TP

GIUSEPPE BONITO (CASTELLAMMARE 1707-1789 NAPLES)

Portrait of a gentleman, traditionally identified as Francesco Barletta, seated at a desk.

oil on canvas

157.5 x 116.8cm (62 x 46in).

£20,000 - 30,000

€23,000 - 35,000

US\$26,000 - 39,000

It has been suggested that the present portrait represents the Naples clockmaker Francesco Barletta, who is mentioned by Gaetano Filangieri in his book *Indice degli artefici delle arti Maggiore e Minori* (Naples, Tipografia dell' Accademia Reale delle Scienze, 1891, vol. I, p.45). He is referred to in this as the restorer in 1748 of the clock of the Santissima Annunziata in Naples. In addition, in 1746 he made the clock for the Gallipoli Tower, in Puglia, while also being known to have entered into a contract for maintaining the clock on the Palazzo Abbaziale di Loreto.



86

PAOLO DE MATTEIS (CILENTO 1662-1728 NAPLES)

The Virgin Annunciate

oil on canvas

74.5 x 62.5cm (29 5/16 x 24 5/8in).

£7,000 - 10,000

€8,100 - 12,000

US\$9,100 - 13,000

Provenance

Purchased in Milan in the 1970s and thence by descent to the present owner

87

**GIROLAMO FRANCESCO MAZZOLA, CALLED IL
PARMIGIANINO (PARMA 1503-1540 CASAL MAGGIORE)**

Three studies of a nude female figure
bears inscription 'Parmigno' (on the reverse of the original sheet)
red chalk heightened with white on laid paper, laid onto a second sheet
6.5 x 10.3cm (2 9/16 x 4 1/16in).
unframed

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 26,000

Provenance

Possibly obtained from the artist's studio by Cav. Francesco Baiardo (1486-1561)
Probably Thomas Howard, Earl of Arundel (1586-1646)
Giovanni Antonio Armano (1751- circa 1823)
Charles Sackville Bale (1791-1880), according to an inscription on the mount
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

Literature

M. Mussini and G.M. de Rubeis, *Parmigianino tradotto*, Parma, 2003, p. 115, no. 183 (where the print of this drawing, in reverse, is listed as 'Incisore anonimo del XVII secolo')
A.E Popham, *Catalogue of the Drawings of Parmigianino*, vol. I, Cambridge, 1971, p.267 (appendix I), under 208

Engraved

Francesco Rosaspina

This drawing recently came to light in an album assembled in the 19th century containing drawings by a number of different hands. It relates to the figures of maidens with vessels on their heads or *canefore* which are associated with Parmigianino's depiction of the *Wise and Foolish Virgins* on the vault of the church of Santa Maria della Steccata in his home town of Parma. His designs for the vault show the *Three Wise Virgins* on one side of the arch and *Three Foolish Virgins* on the opposite wall, against a background of *trompe l'oeil* coffering and fictive niche statues of *Adam and Eve*, *Moses* and *Aaron*. Giving the illusion that all of these figures are lit by the natural light entering the church, the *Three Foolish Virgins* are lit from the left and the *Three Wise Virgins* from the right. This tells us that the present drawing in which the figure is illuminated from the left must be a preparatory study (albeit of a naked rather than a draped woman) for the central *Foolish Virgin* (fig. 1).



Fig 1- Parmigianino (Mazzola, Francesco called 1503-1540). Parma, Church of Santa Maria della Steccata. © 2017. Photo Scala, Florence



The Steccata commission is well documented in a contract drawn up in 1531 stating that for the sum of 400 scudi, Parmigianino was to paint the apse and the vaulted area extending beyond it towards the dome, with a condition that the work was to be completed within twelve months. Sadly this goal turned out to be hopelessly optimistic as in 1535 the commissioning body is recorded as asking for the return of the payment they had made, as work had not advanced well. With the intervention of two patrons, Francesco Baiardo (for whom Parmigianino painted the Cupid carving his bow now in Vienna) and Damiano di Pietra who stood as guarantors for him, an extension of two years was obtained, but the process had to be repeated in 1538 when he again failed to meet his deadline and the two men stood surety for him once more. By 1539 the work was still unfinished and the commissioning body finally lost patience and had Parmigianino imprisoned; on his release from gaol he fled to the nearby town of Casalmaggiore, unaware that they had banned him from having any further involvement in the project, which then passed to Giulio Romano. The following year Parmigianino died at the young age of 37.

Despite his short career, Parmigianino will be remembered as one of the most remarkably original artists of the Italian Renaissance. He was a child prodigy, completing his first altarpiece (now in Berlin) at the age of sixteen, and by twenty he was working in Rome, his outstanding virtuosity making a considerable name for him at the papal court through works such as the extraordinary *Self-portrait in a convex mirror* now in Vienna. After the Sack of Rome in 1527 he moved to Bologna for three years and then returned to the city of his birth and the Steccata commission.

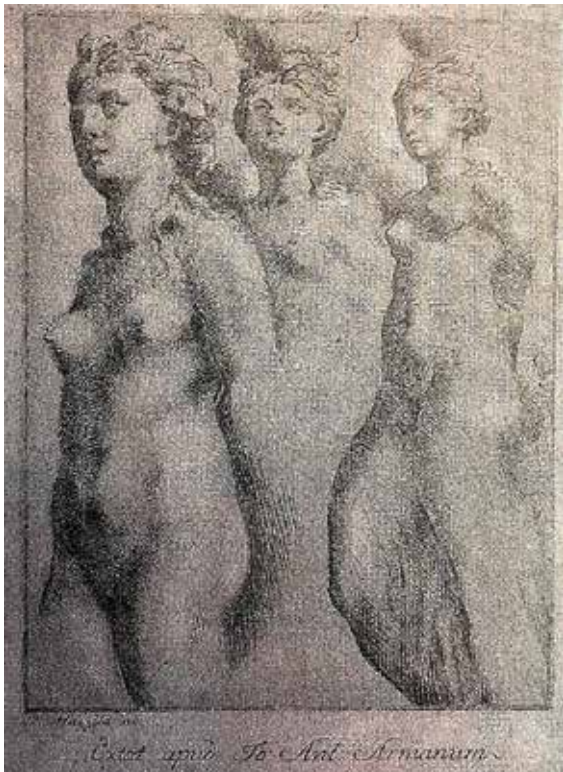


Fig. 2- Francesco Rosaspina

As an artist Parmigianino was extraordinarily versatile, producing paintings, frescoes, great numbers of drawings (some of which were made into prints) and, latterly, making etchings himself from his own drawings. The sheer scale of his output of drawings, and the increasing regard in which these were held by 16th century collectors, has fortunately ensured that a good number have survived the centuries, but it is always gratifying when further works surface unexpectedly. We are grateful to David Ekserdjian for his help in cataloguing this lot and for pointing out that in the exhibition catalogue by Massimo Mussini and Grazia Maria de Rubeis, there is what is described as an anonymous 17th-century print (fig. 2) measuring 18.6 x 13.2 cm (see: *Parmigianino tradotto*, Parma, 2003, p. 115, no. 183) which reproduces this drawing in reverse and reveals two interesting facts about it: firstly that it has been substantially cropped at the bottom, and secondly that at the time the print was made, the drawing was in the collection of Giovanni Antonio Armano. The print attributes the original drawing to 'F. Mazzola' (Parmigianino), and states that it 'Extat apud Io: Ant: Armanum'. The print - although unsigned - must in fact be by Francesco Rosaspina, and *Parmigianino tradotto* includes numerous prints by him after drawings, of which eight belonged to the self-same Giovanni Antonio Armano, and are mostly similarly inscribed. Armano, who was a dealer-cum-collector, almost certainly had many more Parmigianino drawings, at least some of which had previously belonged to the Earl of Arundel.

David Edserdjian further suggests that we may be able to track this drawing back to a much earlier date: it may indeed have been among Parmigianino's studio contents at the time of his death in 1540, passing into the collection of one of his guarantors, Francesco Baiardo, in all likelihood as compensation for his having stood surety for the artist. When Baiardo himself died in 1561 the detailed inventory of his collection listed no fewer than 22 paintings and 495 drawings by Parmigianino. These were kept in 8 books and the first drawing in the second book, no. 208, which was one of several sketches for the Steccata scheme, is described as '*Un' disegno di tre Vergine, della fassa della Mad.na dalla stechata di lapis rosso Lumatto di biacca, due finite et l'altra quasi finite del Parmesanino alte 04.*' ('A drawing of three virgins, from the niche of the Madonna della Steccata, in red chalk heightened with lead, two finished and the other almost finished by Parmigianino 4 inches tall'), (see: A.E Popham, *Catalogue of the Drawings of Parmigianino* vol. I, Cambridge, 1971, p.267 (appendix I), under 208). The Parmesan inch translates as 4.5 cm, matching the size that the original drawing for the Rosaspina print would have been. The medium, subject and size therefore correspond to those of the present drawing in its original, uncropped state, making a strong argument that it is the drawing mentioned in Baiardo's inventory.

This drawing passed through several significant collections in more recent times, starting with Charles Sackville Bale, whose wide-ranging collection was, in part, sold at auction by Christie's 13 May - 1 July 1881 in London. It then came into the hands of the wealthy Australian-born collector George Salting. Salting gave it, as part of the album from which it was recently removed, to his friend Charles Nicholson. The latter was a Yorkshire doctor who spent some years in Australia and who inherited a fortune from his uncle. He was involved with the founding of Sydney University and his bequest of a substantial collection of antiquities was the inception of the Nicholson Museum at the University of Sydney. His son Sydney was Salting's godson; Sydney was a talented musician who was appointed organist at Westminster Abbey (where he is buried) and who founded the Royal School of Church Music.



PROPERTY OF A PRIVATE ITALIAN FAMILY (LOTS 88 - 90)

88

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

The Queen of Sheba before Solomon
oil on copper
46 x 79.2cm (18 1/8 x 31 3/16in).

£50,000 - 70,000

€58,000 - 81,000

US\$65,000 - 91,000

Provenance

Sale, Sotheby's, 26 March 1969, lot 100 where purchased by the present owner's parents

Recounted in the Old Testament in the first *Book of Kings* (10: 1-13), the event depicted in the present work sees the Queen of Sheba and her retinue before King Solomon. The Queen did not believe all that she had heard of the wise King Solomon and so came to test him. Having done so, she declared that he far exceeded the reports she had received of him and presented him with 120 talents of gold along with large quantities of spices and precious stones. Such a subject provides Platzer with ample opportunity to display his skills at producing highly detailed works with particular attention devoted to the description of contrasting textures such as the fine jewels, the rich fabrics and the architectural details in the present *Queen of Sheba before Solomon*. The Queen stands before King Solomon with her vast retinue and numerous gifts filling the fore and middle ground. Solomon sits high on his throne decorated with a figure of Justice seated on the pediment at the top and, below, an image of Moses receiving the Tablets of the Law. No detail is spared even in the depiction of the profusion of figures watching the scene from the balconies, porticoes and roof of the surrounding buildings.

Born in 1704 into a family of painters from the southern Tyrol, Platzer was one of the principal exponents of the Austrian rococo style. Having studied first with his stepfather Josef Anton Kessler (died 1721) and then his uncle Christoph Platzer (active 1698-1720), court painter at Passau, Johann Georg Platzer arrived in Vienna most probably in 1726 where he enrolled in the Akademie der Bildenden Künste. Along with his friend Frans Christoph Janneck (1703-1761) Platzer became known for his small scale paintings, most often on a copper support, executed with an almost miniaturist technique but depicted with great theatricality. His highly finished works reveal the influence of the Leiden *fijnschilders* and, most particularly in his conversation pieces, the French Rococo. Whilst the majority of his works are conceived on a relatively small scale, the present work is quite large in comparison with many paintings from his *oeuvre*.



JACOPO ZUCCHI (FLORENCE CIRCA 1540-CIRCA 1590 ROME)

The Holy Family with the Infant Saint John the Baptist

oil on copper

46.8 x 37.5cm (18 7/16 x 14 3/4in).

in a carved 19th century Florentine frame

£50,000 - 70,000

€58,000 - 81,000

US\$65,000 - 91,000

Provenance

Most probably commissioned by Cardinal Ferdinando de' Medici, 1583, by whom

Presented to the Marchesa Santacroce

Sale, Christie's, London, 18 May 1951, lot 138 (as attributed to Rottenhammer and Brill, bt. Deane and London)

Sale, Sotheby's, London, 19 April 1967, lot 41, where purchased by the present owner's parents

LiteratureE. Pillsbury, 'The Cabinet Paintings of Jacopo Zucchi: their meaning and function', in *Monuments e Mémoires. Fondation Eugène Piot*, vol. LXIII, Paris, 1980, pp. 207-209, and pp. 225-226, ill. p. 206, fig. 10

A protégé of Giorgio Vasari, the Florentine mannerist Jacopo Zucchi is known for his very varied artistic output. He executed large altarpieces, designed household furnishings and interiors and also produced smaller, easel pictures, often on copper, as with the present work. Another copper, of the same dimensions and of a very similar conception, can be found in the *Holy Family with the Infant Saint John the Baptist* now in the Musée des Augustins, Toulouse (fig.1).

One of Zucchi's most significant patrons in his later life was Cardinal Ferdinando de' Medici for whom he worked in Rome for over 20 years. He carried out numerous artistic projects for the Cardinal, including the decoration of rooms in the Palazzo di Firenze and the Villa Medici, his two principal residences in Rome, as well as providing smaller works and *quadretti* often used to decorate a large writing desk, or *studiolo*. Much of the artist's activity in the household of Ferdinando is recorded in the volumes of the *Guardaroba Medicea* preserved in the state archives, Florence¹. This documentation details not only specific commissions but also provides information on the purchase of materials and frames for such commissions.

On 16 January 1581, Zucchi is recorded as taking delivery of two copper plates measuring *palmi 2 e larghe palmi 1 3/4*. These two plates may well have been used two years later to produce two works described in the *Guardaroba* as follows:

Due Quadrettini in Rame uno di palmo i inc(irc)ja dipinto la n'ra Do'na con xpo inb(raccio) in abito di zingana e uno simile vestita alord(inari) o ritratto da una di michelangelo fattoci m.o lacopo zucchj adj 7 febbo 1583

The measurements of the above paintings are smaller than those of the copper plates received two years earlier but, given the precise descriptions in the *Guardaroba* it may be possible to identify them as the present work and the aforementioned *Holy Family with the Infant Saint John the Baptist* in Toulouse. In the latter work, the Virgin holds the Christ Child in her arms and is simply dressed in red and blue with her hair tucked neatly beneath her veil. The composition of the present panel is constructed in a very similar way to the Toulouse picture with the distant mountains and town depicted in cool blue tones beyond a verdant landscape bisected diagonally by a river and with the foreground populated by numerous plants and flowers. The Madonna in the present work, however, is shown in very different costume; she wears a white blouse with full sleeves beneath her red and blue robes, along with a striped veil and her hair is worn loose around her



Fig.1. Jacopo Zucchi- The Holy Family/ © Toulouse, Musée des Augustins / Daniel Martin

shoulders, more in the manner of a gypsy (*zingara*). A further reason for considering these two coppers as those executed in 1583/4 is that, stylistically, they come close to other works by Zucchi of this date. The attenuated gestures, the colouring and, particularly, the figure of Saint Joseph, all find echoes in his altarpiece of *Pentecost* carried out in the early 1580s for Santo Spirito in Sassia, Rome.

The *Guardaroba* also reveals that the two copper paintings later received ebony frames and that one was presented to the Marchesa Santacroce:

Dua quadretti In Rame inuno dipintoj la n'ra Donna alazinghanescha el laltro che ra n'ra Donna che riè da uno di michelaglo e fattoli fare li ornamentij debano e datj a S. S. Ill.ma che uno va donato a lucrel' rasches e uno alla Marchesa Sta Croce adj 7 febbo 1583.

It was not the first time that the Marchesa Santa Croce had been the recipient of a gift from Cardinal Ferdinando. According to an entry in 1575 in the *Guardaroba*, Zucchi executed a copy of Raphael's *Transfiguration* originally for San Pietro in Montorio, Rome, and now in the Pinacoteca Vaticana. Two years later, the painting received a wooden crate and was sent as a gift to the Marchesa di Santacroce.

The attribution of both of these coppers has presented some problems in the past. The Toulouse *Holy Family with the Infant Saint John the Baptist* was, at one point, considered to be by a follower of Federico Barrocci and then later in the 1950s it was attributed to Rottenhammer². Similarly, in the 1951 sale, the present work was described as 'Brill and Rottenhammer' when sold by Christie's. By 1955 Phillip Pouncey had correctly identified the Toulouse copper as by Zucchi³ and the present *Holy Family with the Infant Saint John the Baptist* was sold twelve years later as a work by Jacopo Zucchi.

Notes

¹. E. Pillsbury, 'The Cabinet paintings of Jacopo Zucchi: their meaning and function' in *Monuments e Mémoires. Fondation Eugène Piot*, vol. LXIII, Paris 1980, pp. 187-226

². *ibid* p.207

³. *L'Italie des Peintres*, exh. cat., Musée des Augustins, Toulouse, March 1955, cat. no. 63)





90

FLORENTINE SCHOOL, 16TH CENTURY

The Madonna and Child with a view to the city of Florence beyond
oil on panel

62.7 x 50.4cm (24 11/16 x 19 13/16in).

£6,000 - 8,000

€6,900 - 9,300

US\$7,800 - 10,000

Provenance

The Collection of Mrs de Greef, Harmelen (according to a label on the reverse)



OTHER PROPERTIES

91

FLORENTINE SCHOOL, 16TH CENTURY

The Holy Family with the Infant Saint John the Baptist

oil on panel

52.6 x 48cm (20 11/16 x 18 7/8in).

unframed

£8,000 - 12,000

€9,300 - 14,000

US\$10,000 - 16,000

Provenance

The Collection of Judge James A. Murnaghan (died 1973), Dublin

A Judge of the Irish supreme court, James A. Murnaghan amassed a vast collection of paintings. His house on Upper Fitzwilliam Street is said to have held about 1,200 in total.



92

SCHOOL OF UTRECHT, 17TH CENTURY

Saint John Preaching to the Multitude

oil on canvas

90 x 127.2cm (35 7/16 x 50 1/16in).

£20,000 - 30,000

€23,000 - 35,000

US\$26,000 - 39,000

Provenance

Sale, Sotheby's, London, 17 April 1991, lot 180 (as Abraham Bloemaert)

Literature

M. Roethlisberger, *Abraham Bloemaert and his Sons*, Ghent, 1993, vol. I, p. 70-71, cat. no. 19, vol. II, fig. 44, ill. (as Bloemaert ?)

In the entry for this painting, Roethlisberger describes it as 'a fine work of stylish design and mannered execution, it immediately calls to mind Bloemaert and Wtewael and certainly comes from this ambient'. He deliberately leaves the attribution unresolved and compares the present lot to two works in the Musée du Louvre, Paris (inv. nos. MNR 462 and RF 1976. 14) and suggests that all three paintings date to circa 1590 and are likely to be by the same hand (see: M. Roethlisberger, *Abraham Bloemaert and his Sons*, Ghent, 1993, vol. I, pp.70-71, cat. nos 18, 19 and 20).

The Preaching of Saint John is a subject treated by Bloemaert over a dozen times prior to the 1630s. Although Bloemaert was born in 1566, little is known of his work prior to 1590-1591, and consequently Roethlisberger suggests that this could be an early work by the artist. The landscape recalls Wtewael's *David and Abigail* (see: A. Lowenthal, *Joachim Wtewael and Dutch Mannerism*, Doornspijk, 1986, no. A-5) and it might also be compared to his his early works prior to 1592, inspired by his travels to Italy and France.



93

NETHERLANDISH SCHOOL, EARLY 17TH CENTURY

The Adoration of the Shepherds

oil on panel

32.7 x 26.9cm (12 7/8 x 10 9/16in).

£5,000 - 7,000

€5,800 - 8,100

US\$6,500 - 9,100

Provenance

Private Collection, Oxfordshire, prior to the present owner

Based on the composition and the gestures of the hands the present composition can be placed to circa 1600. With its upright format and cluster of angels in clouds in the upper centre, it may be compared, for example, to Abraham Bloemaert's *Annunciation to the Shepherds*, which is known from a 1599 engraving by Jan Saenredam, of which the original is now lost.



94



95

94

ATTRIBUTED TO PAOLO ANESI (ROME CIRCA 1700-CIRCA 1761)

Six views of Rome

each bearing an 18th century inscription 'The Baths of Agrippina'; 'The Theatre of Marcellus'; 'Circus Maximus'; 'The Temple of Minerva Medica'; 'Porta San Paolo'; and 'The Temple of Minerva Medica' (on labels on the reverse)

six of a set, tempera on canvas, unlined
40.4 x 58.2cm (15 7/8 x 22 15/16in). (6)

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 26,000

Giancarlo Sestieri has suggested the attribution to Anesi, whose work in gouache is most notably shown in the series of views in the Galleria Pallavicini, Rome (private communication, 9 September 2016).

95

ANDREA LOCATELLI (ROME 1693-CIRCA 1741)

A *capriccio* of ruins with figures resting before a Roman arch
oil on canvas, unlined

61.4 x 46.8cm (24 3/16 x 18 7/16in).

£7,000 - 10,000

€8,100 - 12,000

US\$9,100 - 13,000

Provenance

With Galleria Antiquaria Alberto e Franco di Castro, Rome

Literature

M. Mosco, 'Les trois manières d'Andrea Locatelli', *Revue de l'Art*, Paris, 1970, no. 7, p.23, fig. 8

A. Busiri Vici, *Andrea Locatelli*, Rome, 1974, cat. no. 12, ill.

Busiri Vici suggests that the present work is an autograph replica of the slightly larger work by Locatelli now in the Palazzo Venezia, Rome.



96

DOMENICO MONDO (CAPODRISE 1723-1806 NAPLES)

A Mythological Apotheosis including Ceres, Bacchus, Mars and a putto holding a club
oil on canvas, octagonal
58.7 x 50.5cm (23 1/8 x 19 7/8in).

£5,000 - 7,000

€5,800 - 8,100

US\$6,500 - 9,100

Provenance

Sale, Christie's, London, 3 December 1997, lot 222 (as circle of Pellegrini)

A suggestion that this oil sketch may be a preliminary study for Mondo's *Apotheosis of Hercules* for the ceiling of the Room of the Halberdiers in the Royal Palace of Caserta was corroborated by Prof. Nicola Spinosa in a verbal communication to the vendor. Another study for this room is Mondo's *Triumph of Hercules*, which was previously in a private French collection (see: D. Campanelli, *Domenico Mondo: un solimenesco in Terra di Lavoro*, Naples, 1997, p. 33).

The son of Marco Mondo, Domenico trained with Francesco Solimena and lived in his native city until 1789 when he was appointed director of the Neapolitan Academy of Drawing on the command of Ferdinand IV, maintaining this position until 1805. He worked in the Royal Palace of Caserta in 1785 and in various churches in the region.



97 TP

FEDERICO CERVELLI (MILAN 1625-CIRCA 1700)

Diana and Actaeon

oil on canvas

158.9 x 232cm (62 9/16 x 91 5/16in).

£20,000 - 30,000

€23,000 - 35,000

US\$26,000 - 39,000

Provenance

Sale, Christie's, Rome, 1 December 1998, lot 211 (wrongly reproduced as lot 218)

When offered in the 1998 sale in Rome, the present work was accompanied by a letter by Professor Ugo Ruggeri, in which the painting was given to Federico Cervelli. In the Rome auction, the painting was offered with a pendant, of similar dimensions, depicting *Diana and Callisto* (lot 218, although reproduced as lot 211).

Arriving in Venice in the mid 1660s, Cervelli was in fact a native of Milan. Most of his career was spent in the former city where he carried out work for both religious institutions and for the nobility. His work reveals the distinct influence of the elder Venetian artist, Pietro Liberi (1605-1687) but he demonstrates a lighter, more fluid touch which anticipates the rococo of the early 18th century in Venice.

98 * TP

**ATTRIBUTED TO THOMAS HUDSON (DEVON 1701-1779
TWICKENHAM)**

Portrait of a lady, traditionally identified as Mrs Ewing, three-quarter-length, in a white silk dress and blue wrap, before a landscape
oil on canvas

127.1 x 101.5cm (50 1/16 x 39 15/16in).

in a carved Chippendale frame

£20,000 - 30,000

€23,000 - 35,000

US\$26,000 - 39,000

Provenance

Mercer House, Savannah, USA, before 1978, where purchased by the present owner's parents in January 1984

Literature

H. Tattnell, *At Home in Savannah: Great Interiors*, Savannah, 1978, p. 58, ill. (under 429 Bull)

The portrait is illustrated in Tattnell's 1978 publication as hanging above the fireplace at Mercer House, 429 Bull Street, Savannah.





99

ANTWERP SCHOOL, 17TH CENTURY

The Immaculate Conception in an oval, surrounded by a garland of flowers

oil on panel

62.7 x 47.2cm (24 11/16 x 18 9/16in).

£6,000 - 8,000

€6,900 - 9,300

US\$7,800 - 10,000



100 ^{TP}

CIRCLE OF GASPAR PIETER VERBRUGGEN I (ANTWERP 1635-1681)

Still life of flowers with a central cartouche of putti
oil on canvas

178.2 x 144.9cm (70 3/16 x 57 1/16in).

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 23,000

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.



101



102

101

**ATTRIBUTED TO ANTONIO DE MICHELE
(ACTIVE NAPLES, MID 17TH CENTURY)**

An architectural *capriccio* with The Denial of Saint Peter; and An architectural *capriccio* of Christ and the Adulteress
a pair, oil on canvas

75.5 x 102cm (29 3/4 x 40 3/16in). (2)

£30,000 - 50,000

€35,000 - 58,000

US\$39,000 - 65,000

Provenance

Almost certainly acquired by Sir William Ewart Gladstone (1809-1898) for 11 Carlton House Terrace, London, or Hawarden Castle, and thence by descent through the family Sale, Sotheby's, New York, 24 April 2008, lot 99 (as Attributed to Pseudo-Codazzi)

Literature

G. Sestieri, *Il Capriccio architettonico in Italia nel XVII e XVIII secolo*, Rome, 2015, vol. II, pp. 302-304

At the time of the 2008 sale, the present work was given to the anonymous Pseudo-Codazzi, an artist whose works relate to Niccolò Codazzi's Neapolitan paintings of the 1640s but which are a little coarser in quality. These *capricci* are often populated with figures close in style to those of Domenico Gargiulo. David Marshall has recently tentatively suggested that this 'Pseudo-Codazzi' may in fact be identified as an Antonio di Michele, on the basis of a *capriccio* offered

at the Dorotheum, Vienna, on 25 April 2017, lot 103, which was signed with initials 'ADM' and dated 1647.

Very little is known of Antonio di Michele although his works are mentioned in Neapolitan inventories of the mid-late 17th century. Three *prospettive* are described in the inventory of Ettore Capecelatro, Marchese di Torella in 1659 as by *Tonno [i.e. Antonio] di Michele e Gargiulo*. Two further paintings, also given to di Michele and Gargiulo, appear in the inventory of 1679 of Onofrio de Palma, Consigliere di S. Chiara and one other is listed as in the collection of Pompilio Gagliano in 1699.

102

ANDREA LOCATELLI (ROME 1693-CIRCA 1741)

A *capriccio* of Roman ruins with soldiers in the foreground
oil on canvas

72.5 x 56cm (28 9/16 x 22 1/16in).

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 23,000

Provenance

Purchased on the art market, Milan, mid 1990s by the present owner

Giancarlo Sestieri has confirmed the attribution of the present *capriccio* (letter dated 27 January 1997). Ferdinando Arisi also confirmed the attribution and suggested a date of circa 1725 for the work.



103

CARLO ANTONIO TAVELLA (MILAN 1668-1738 GENOA)

A mountainous wooded landscape with Christ preaching

oil on canvas, unlined

67 x 91.5cm (26 3/8 x 36in).

in a carved frame

£7,000 - 10,000

€8,100 - 12,000

US\$9,100 - 13,000

Provenance

Private Collection, France



104 TP

ROMAN SCHOOL, FIRST HALF OF THE 17TH CENTURY

Diogenes

bears initials 'SR' (on rock, lower left)

oil on canvas

114.8 x 166cm (45 3/16 x 65 3/8in).

£30,000 - 50,000

€35,000 - 58,000

US\$39,000 - 65,000

Provenance

Private Collection, Italy

Diogenes, the Greek philosopher was one of the founders of the branch of philosophy known as cynicism. Diogenes was exiled from his birthplace of Sinope after adulterating the currency on the suggestion of the Oracle at Delphi. He later established that what the Oracle meant was to challenge the established customs and values rather than the actual monetary currency. To this end he made it his life's endeavour to offend and criticize customs and protocol by being deliberately obscene. He is also known to have made a virtue of his poverty and showed a disregard for material things. One of his most famous depictions is him discarding his cup after seeing a young boy drinking with his hands proclaiming 'A child has beaten me in plainness of living'.

While Diogenes is believed to have authored over ten books and seven tragedies, none of these has survived. His quotes, anecdotes and details of his life are known from the writings of his contemporaries such as Plato. This painting of Diogenes painted by an unknown artist of the Roman school from the first half of the 17th century assimilates various aspects of Diogenes. He is dressed in simple plain dark coloured robes to symbolise his preference for poverty. At his feet as he is walking away are some jugs, bowls and cups that appear abandoned, the leaving behind of the material trappings of life. Believed to have lived till the age of 90, Diogenes is generally depicted as an old man. The dark and foreboding landscape could be metaphors for his exile but also his philosophies as a cynic. Here, Diogenes is shown holding a book on which is inscribed 'lodiamo il fine' ('we praise the end'), an apt choice of words by the painter to illustrate a man who thought so little about life, death and the correct treatment of the dead.

105

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

Saint Francis

oil on panel

43 x 42.2cm (16 15/16 x 16 5/8in).

£40,000 - 60,000

€46,000 - 69,000

US\$52,000 - 78,000

Provenance

The Collection of J. Steele Wright, Hindhead

The Collection of the Hon. G. Cunliffe

Sale, Christie's, London, 12 March 1943, lot 110 (as A. Van Dyck, bt. Leger)

With Terry Engell Galleries, London

With Leger Galleries, London, 1950s, where purchased by

Martin Puigdomenech, Barcelona, 1966

Exhibited

Madrid, Palacio de Velázquez, *Pedro Pablo Rubens (1577-1640)*,
Exposicion Homenaje, December 1977- March 1978, cat. no. 87

Literature

H. Granville-Fell, 'Rubens sketches', in *The Connoisseur*, October 1951, p.119

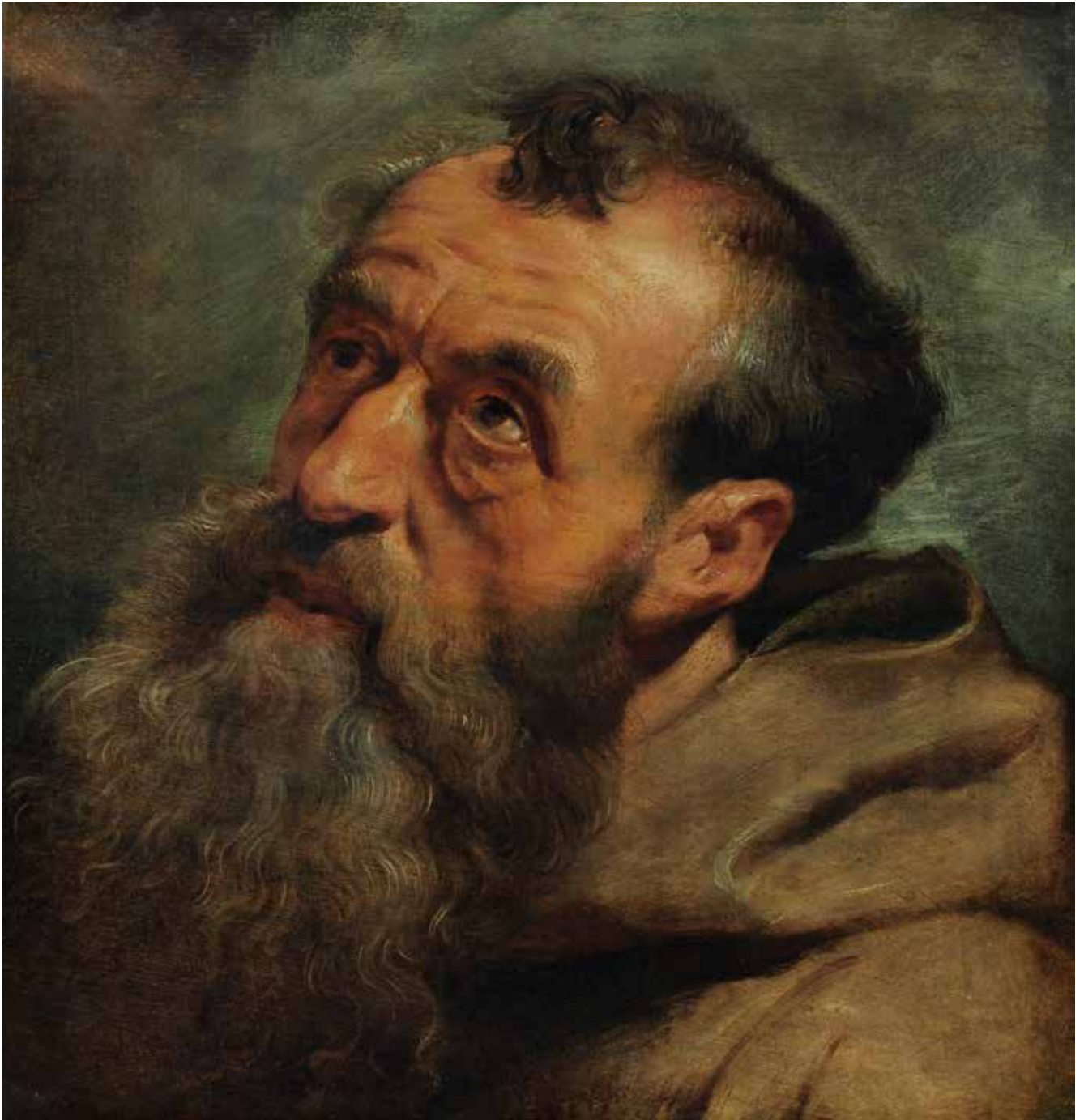
H. Vlieghe & L. Burchard, 'Saints' in *Corpus Rubenianum*, vol. I, Antwerp, 1972, p. 138, cat. no. 89, fig. 154, ill.

M. Diaz Pedron, *Pedro Pablo Rubens (1577-1640)*, *Exposicion Homenaje*, exh. cat., Madrid, 1977, p. 103, cat. no. 87, p. 230, ill.

The present work is by a good hand from Rubens's studio. An attribution to Abraham van Diepenbeeck (1596 -1675) has been suggested although the direct composition is not known in another known painting or drawing by Rubens or a member of his studio to assist in identifying exactly who painted this work. Because the technique appears to be that of a finished painting rather than a preparatory sketch, it may be that the present painting is a fragment of a larger work, possibly depicting Saint Francis receiving Baby Jesus from the Virgin Mary, as shown in Rubens's panel, 230 x 173 cm. of circa 1617 in the Church of Saint Anthony, Antwerp.

The present work is accompanied by a letter from Dr. Ludwig Burchard, dated 26 November 1957, confirming that, in his opinion, this is by Rubens and dates to 1615-20s.

A drawing, which had been purported to be by Rubens, of the same composition is in the Palazzo Reale, Turin (inv. no. 9.830).



NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams*' opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any *VAT* or *Buyer's Premium* payable 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 £100,000 of the *Hammer Price*
20% from £100,001 to £2,000,000 of the *Hammer Price*
12% from £2,000,001 of the *Hammer Price*

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		
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> .	10.3	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.
8.1.1	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.	10.4	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.
8.1.2	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> ,	10.5	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.
8.1.3	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> ;	10.6	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.
8.1.4	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;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
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.	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
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;	9.3.3	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.
8.1.7	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;	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> .
8.1.8	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	MISCELLANEOUS	10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.9	to retain possession of, and on seven days written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .	10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.10	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.	10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .	11	GOVERNING LAW
8.2	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.	11	GOVERNING LAW		All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.				

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	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			9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	7.4	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				
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7.1.10				
7.1.11				
7.2				
	8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT			
	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:	9.4	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> .
	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	9.5	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> .
	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; 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.
	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	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> .
	8.2	The discretion referred to in paragraph 8.1:	10 OUR LIABILITY	
	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> .
	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> .		

<p>10.3.1 We will not be liable to you for any loss of <i>Business</i>, <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i>, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.</p>	<p>the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or</p> <p>it can be established that the <i>Lot</i> is a non-conforming <i>Lot</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; or</p> <p>the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or</p> <p>the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.</p> <p>If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</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 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i>.</p>	<p>12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.</p> <p>12.8 In this agreement "including" means "including, without limitation".</p> <p>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.</p> <p>12.10 Reference to a numbered paragraph is to a paragraph of this agreement.</p> <p>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.</p> <p>12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i>, it will also operate in favour and for the benefit of <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.</p>
<p>10.3.2 Unless you buy the <i>Lot</i> as a <i>Consumer</i>, in any circumstances where we are liable to you in respect of a <i>Lot</i>, 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 <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</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 negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.</p> <p>You may wish to protect yourself against loss by obtaining insurance.</p>	<p>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 <i>Lot</i>, all rights and benefits under this paragraph will cease.</p>	<p>13 GOVERNING LAW</p>
<p>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.</p>	<p>12 MISCELLANEOUS</p>	<p>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 <i>Sale</i> 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. <i>Bonhams</i> has a complaints procedure in place.</p>
<p>11 BOOKS MISSING TEXT OR ILLUSTRATIONS</p>	<p>12.1 You may not assign either the benefit or burden of this agreement.</p> <p>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.</p>	<p>DATA PROTECTION – USE OF YOUR INFORMATION</p>
<p>Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i>"), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if:</p>	<p>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.</p>	<p>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 <i>Website</i> 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.</p>
<p>the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and</p>	<p>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 <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract 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.</p>	<p>APPENDIX 3</p>
<p>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 non-conforming <i>Lot</i>, and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i>; and</p>	<p>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.</p>	<p>DEFINITIONS AND GLOSSARY</p>
<p>within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) 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 non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i>.</p>	<p>12.6 References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.</p>	<p>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.</p>
<p>but not if:</p>		<p>LIST OF DEFINITIONS</p>
<p>the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or</p>		<p>"Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i>, to cover <i>Bonhams'</i> Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i>).</p> <p>"Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i>.</p>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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

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20th Century British Art

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African, Oceanic & Pre-Columbian Art

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American Paintings

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Antiquities

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Art Nouveau & Decorative Art & Design

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Entertainment Memorabilia

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Furniture

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European Sculptures & Works of Art

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Golf Sporting Memorabilia

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Irish Art

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Impressionist & Modern Art

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Indian, Himalayan & Southeast Asian Art

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