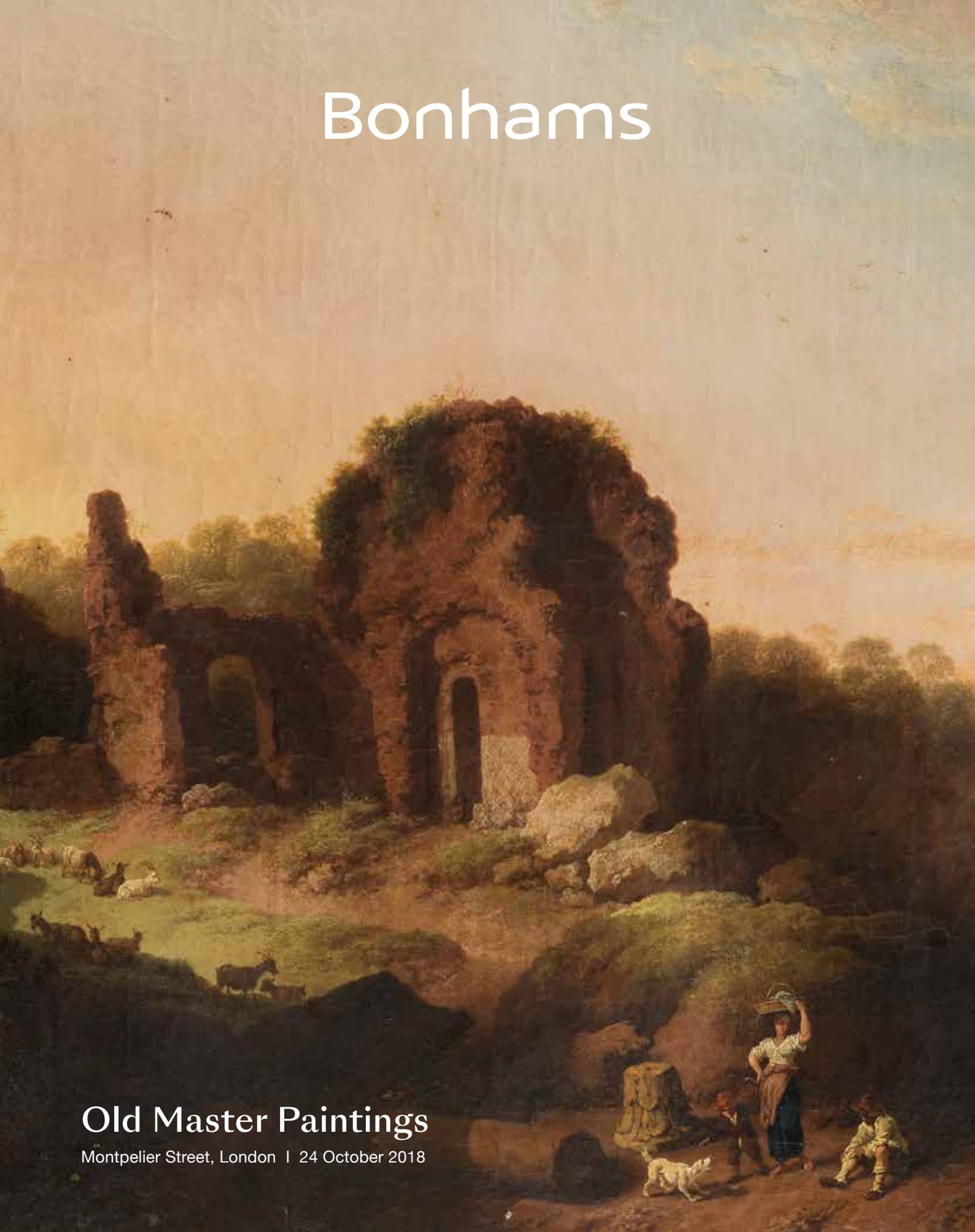


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Montpelier Street, London | 24 October 2018

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Front cover: Lot 196 (detail)
Back cover: Lot 245

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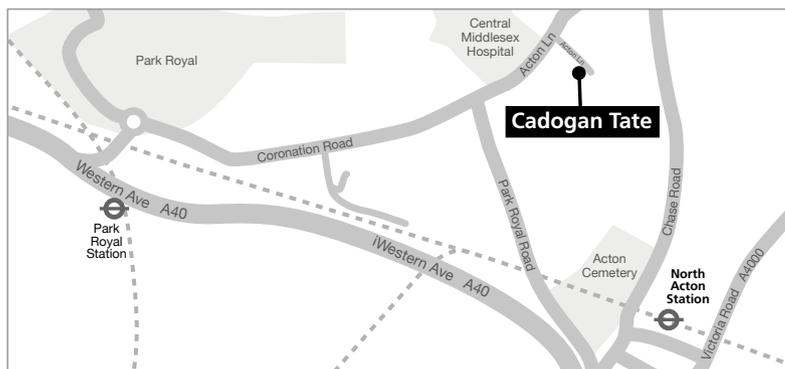
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Charges will apply from 9am Friday 9 November 2018.

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Payment

All charges due to Cadogan Tate may be paid to them in advance or at the time of collection from their warehouse. Payment may be made by cash, cheque with banker's card, credit, or debit card (Please note: Amex is not accepted). Information on charges due is available by email at collections@cadogantate.com or telephone on +44 (0)800 988 6100

Payment in Advance

(Telephone to ascertain amount due) by: cash, cheque with banker's card, credit, or debit card.

Payment at time of collection by:

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

1

GERMAN SCHOOL, 16TH CENTURY

Saint Augustine

oil on panel

83.5 x 24.2cm (32 7/8 x 9 1/2in)., extended
on the upper and lower edges

£5,000 - 7,000

€5,600 - 7,900





2



3

2

CIRCLE OF HANS EWORTH (ANTWERP 1515-1574 LONDON)

Portrait of a young man, bust-length, in black costume bears inscription 'ANNO. DNI./1560.' (upper left) and 'AETATIS. 2*' (upper right)

oil on panel

33 x 26.3cm (13 x 10 3/8in).

£4,000 - 6,000

€4,500 - 6,700

3

ENGLISH SCHOOL, 17TH CENTURY

Portrait of a gentleman, bust-length, in a red coat bears inscription 'AETATIS 23/ VIVO ET SPERO' (upper left) and bears date 'ANO DNI 1580' (upper right)

oil on panel

48 x 44.2cm (18 7/8 x 17 3/8in).

unframed

£2,000 - 3,000

€2,200 - 3,400

4

ENGLISH SCHOOL, 17TH CENTURY

Portrait of King Henry VIII, bust-length, in jewelled robes oil on panel

52.8 x 41.4cm (20 13/16 x 16 5/16in).

£5,000 - 7,000

€5,600 - 7,900

Provenance

Colonel C. Headlam, Holywell Hall, Durham, before 1928, and thence by descent to the present owner



4



5

ENGLISH SCHOOL, LATE 16TH CENTURY

Portrait of a lady, three-quarter-length, in black costume, with her pet monkey

bears date 'Ao 1596' (upper right)

oil on panel

110.6 x 83.6cm (43 9/16 x 32 15/16in).

£6,000 - 8,000

€6,700 - 9,000

Provenance

Marianne (May) Nolloth, wife of Henry Edward Nolloth, vicar of Beverley Minster 1880-1921, and to her nephew William Harrison Rigg, vicar of Beverley Minster 1921-1936, and to his daughter Ursula Raikes, and by descent to the present owners



6

6 TP

AFTER HENDRICK GOLTZIUS, 17TH CENTURY

Three couples before Venus and Cupid
bears signature 'Cuypp' (upper left)
oil on canvas
120.2 x 152.4cm (47 5/16 x 60in).

£6,000 - 8,000
€6,700 - 9,000



7

7 TP

DUTCH SCHOOL, EARLY 17TH CENTURY

Abraham and the Three Angels
oil on canvas
102 x 170cm (40 3/16 x 66 15/16in).

£7,000 - 10,000
€7,900 - 11,000



8

8

AFTER ADAM DE COSTER, 17TH CENTURY

The Denial of Saint Peter
oil on canvas
94.2 x 112.7cm (37 1/16 x 44 3/8in).
unframed

£2,000 - 3,000
€2,200 - 3,400

The present composition is after de Coster's original, now in Koelliker Collection, Europe.

9

ANTWERP SCHOOL, LATE 16TH CENTURY

Susannah and the Elders
oil on panel

68.3 x 92.1cm (26 7/8 x 36 1/4in).

£5,000 - 8,000
€5,600 - 9,000

10

**CIRCLE OF DAVID TENIERS THE ELDER
(ANTWERP 1582-1649)**

Tobias and the Angel
oil on copper

48.6 x 57cm (19 1/8 x 22 7/16in).

£5,000 - 7,000
€5,600 - 7,900

11

**ATTRIBUTED TO TOBIAS VERHAECHT
(ANTWERP 1561-1631)**

Travellers resting by ruins
oil on panel, a fragment

24.9 x 28.2cm (9 13/16 x 11 1/8in).

£2,000 - 3,000
€2,200 - 3,400

Provenance

Sale, Sotheby's, London, 2 May 1928, lot 44
(according to a label on the reverse)
Private Collection, UK for at least 50 years



9



10



11



12 * TP

NETHERLANDISH SCHOOL, LATE 16TH CENTURY

Danaë

oil on panel

153.5 x 194.4cm (60 7/16 x 76 9/16in).

£8,000 - 12,000

€9,000 - 13,000

Provenance

Frederick Mont Collection, New York, before 1967 (according to Fondazione Zeri entry 45043)
Sale, Dorotheum, Vienna, 10 June 1998, lot 7 (as Friedrich Sustrijs)

Literature

M. Falomir (ed.) with the participation of Paul Joannides and Elisa Mora, 'Dánae y Venus y Adonis, las primeras "poesías" de Tiziano para Felipe II' in *Boletín del Museo del Prado*, número extraordinario, 2014

C. Hope, 'Titian's Danae for Philip II of Spain: a clarification', in *Burlington Magazine*, CLVII, October 2015, pp. 672-677, ill., fig. 3

The three best known versions of this subject are what was most likely Titian's original, now in the Museo del Prado, Madrid (oil on canvas, 129.8 x 181.2 cm.); that in the National Museum of Capodimonte, Naples (oil on canvas 120 x 172 cm.), and the version which in his article of 2015 Charles Hope believes to be partly after Titian, which is in the Wellington Collection, Apsley House, London (oil on canvas, 115 x 194 cm.). The present work, although evidently

by a northern hand, comes closest to the Apsley House version in terms of its composition and differs from the Prado and Capodimonte versions most notably: since Danaë's left leg is draped; the shower of gold is of golden rain; not gold coins; in the pose of the maid (the Naples versions includes a Cupid here); and in the presence of the head of Jupiter and the eagle. Although the latter are not present in the Apsley House version, this is most likely because it has been cut down at some point. These elements in the sky, however, can be found in an engraving of upright format by what is thought to be an anonymous Flemish printmaker possibly after Gillis Coignet of circa 1580; although this also incorporates a shower of gold coins. A further version, thought to be partly by Titian, in the Hermitage, St. Petersburg, includes golden coins along with the other distinctive elements of the Apsley House version, as well as the head of Jupiter in the clouds but no eagle.

In their 2014 article Falomir and Joannides draw attention to a statement of Karel van Mander that Anthonis Mor made various copies for Philip, including one of Titian's 'wonderfully well painted' Danaë. They suggest that this happened 'probably soon after it arrived in Flanders'; and they suppose that the present copy, which certainly does not seem to be Spanish, was based on the one by Mor, which must therefore itself have been full-size. Hope's subsequent article, on the other hand, argues that Philip II's Danaë was recorded in Spain by the end of 1553, and had presumably been sent there directly from Venice, suggesting that Mor must therefore have made his copy in Spain, most probably when he was working there for Philip in or about 1559-61.



13

**ATTRIBUTED TO JOSEPH HEINTZ THE YOUNGER
(AUGSBURG CIRCA 1600-CIRCA 1678 VENICE)**

The *Ridotto*

oil on canvas

84.3 x 117.3cm (33 3/16 x 46 3/16in).

£6,000 - 8,000

€6,700 - 9,000

The present hand appears to be the same as that of the work, also depicting the *Ridotto* now at Westwood Manor, Wiltshire (NT 222814).



14



15

14 TP

**FOLLOWER OF ALONSO SÁNCHEZ
COELLO (VALENCIA CIRCA 1532-1588
MADRID)**

Portrait of a gentleman, full-length, in white costume holding a halberd and standing beside a table with a plumed hat inscribed and dated 'ANNO DNI MD**/XXX NOVEMB AET/ SVAE. AN **/ M****' (lower right)

oil on canvas

207.1 x 111.4cm (81 9/16 x 43 7/8in).

£10,000 - 15,000

€11,000 - 17,000

15

**BOLOGNESE SCHOOL, LATE 16TH
CENTURY**

Portrait of a young man, bust-length in brown costume with a white ruff

oil on panel, *tondo*

18.6 cm. (7 1/4in.) diameter

£4,000 - 6,000

€4,500 - 6,700



16

16
LOMBARD SCHOOL, 16TH CENTURY

Lucretia
oil on panel
68.8 x 54cm (27 1/16 x 21 1/4in).

£6,000 - 8,000
€6,700 - 9,000

17
FLORENTINE SCHOOL, EARLY 17TH CENTURY

Portrait of a lady, bust-length, in a dark blue dress
oil on canvas
65.6 x 51.5cm (25 13/16 x 20 1/4in).
unframed

£6,000 - 8,000
€6,700 - 9,000



17



18



19



20

18

CIRCLE OF TOMMASO MANZUOLI (FLORENCE 1531-1571)

Portrait of a gentleman, half-length, in black and holding a letter inscribed 'Al Mag. ***/ Raffa** ****' (on letter, lower left)

oil on panel

59 x 45.8cm (23 1/4 x 18 1/16in).

unframed

£5,000 - 7,000

€5,600 - 7,900

19

MANNER OF LEONARDO DA VINCI, 17TH CENTURY

The Infant Saint John the Baptist

oil on canvas

74.3 x 54.6cm (29 1/4 x 21 1/2in).

£4,000 - 6,000

€4,500 - 6,700

20

CIRCLE OF BARTOLOMEO PASSAROTTI (BOLOGNA 1529-1592)

Portrait of a gentleman, bust-length, in black costume, with a black hat

oil on canvas

55.8 x 46.8cm (21 15/16 x 18 7/16in).

£3,000 - 5,000

€3,400 - 5,600



21

21
MILANESE SCHOOL, 16TH CENTURY

The Madonna and Child
 oil on panel
 35.2 x 29.4cm (13 7/8 x 11 9/16in).

£6,000 - 8,000
 €6,700 - 9,000

Provenance
 Sale, Christie's, New York, 6 December 1996, lot 337 (as Circle of Giampietrino)



22

22
AFTER SCIPIONE PULZONE, 19TH CENTURY

The Madonna and Child
 oil on canvas
 55.4 x 45.8cm (21 13/16 x 18 1/16in).

£2,000 - 3,000
 €2,200 - 3,400

The present work is after Pulzone's original, now in the Church of San Carlo ai Catinari, Rome.



23

23 TP
NORTH ITALIAN SCHOOL, LATE 16TH CENTURY

Portrait of an architect, three-quarter length, in black robes, standing before a green curtain with papers in his hand inscribed 'Al ** Illmo/ Sig. Piero nava***' (on letter, lower left)
 oil on canvas
 117 x 99.2cm (46 1/16 x 39 1/16in).

£4,000 - 6,000
 €4,500 - 6,700

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24



25



26

24

RENIER COVEYN (ANTWERP 1636-CIRCA 1667)

The lace maker
bears signature 'R.Coubieyn' (on wall, lower right)
oil on panel
66.5 x 55.7cm (26 3/16 x 21 15/16in).

£4,000 - 6,000

€4,500 - 6,700

25

FOLLOWER OF JOOS VAN CLEVE (CLEVE CIRCA 1485-CIRCA 1540 ANTWERP)

The Madonna and Child
oil on panel
88.2 x 74.2cm (34 3/4 x 29 3/16in).

£3,000 - 5,000

€3,400 - 5,600

26

CIRCLE OF ADRIAEN ISENBRANT (BRUGES 1490-1551)

The Nativity
oil on panel
73.2 x 60.1cm (28 13/16 x 23 11/16in).

£2,000 - 3,000

€2,200 - 3,400

Provenance

Alexander Hamelin Trelawny-Ross (1884-1967), master at Sherborne School 1911-1946 and thence by descent to the present owner



27

27
FOLLOWER OF REMBRANDT HARMENSZ. VAN RIJN (LEIDEN 1606-1669 AMSTERDAM)

Portrait of Rembrandt Harmensz. van Rijn, bust-length, in a cap, within a painted oval
 oil on panel
 25.2 x 18.3cm (9 15/16 x 7 3/16in).

£1,200 - 1,800
 €1,300 - 2,000

Provenance
 M. van Gelder (according to a label on the reverse)

28
AFTER REMBRANDT HARMENSZ VAN RIJN, 19TH CENTURY

Portrait of the artist's wife, Saskia van Uylenburgh, half-length
 oil on canvas
 113.2 x 86.2cm (44 9/16 x 33 15/16in).

£3,000 - 5,000
 €3,400 - 5,600

Provenance
 Collection of Arie Scheffer, inv. no. 2136 (according to a label on the reverse)

The present work is based on Rembrandt's original, now in the Gemäldegalerie Alte Meister, Kassel.

29
CIRCLE OF GERRIT DOU (LEIDEN 1613-1675)

A young scholar with his tutor
 oil on panel
 33.9 x 27cm (13 3/8 x 10 5/8in).
 unframed

£2,000 - 3,000
 €2,200 - 3,400

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28



29



30



31

30

AFTER PETER DE WITTE, CALLED PIETRO CANDIDO, 17TH CENTURY

The Last Supper
oil on panel
74.5 x 133.1cm (29 5/16 x 52 3/8in).

£3,000 - 5,000
€3,400 - 5,600

The present composition is after Pietro Candido's original work, known through an engraving by Jan Sadeler (1550-1600) (see: Rijksprentenkabinet, Amsterdam, inv./cat.no RP-P-OB-5320).

31

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

Portrait of a gentleman, three-quarter-length, in black damask costume with a white lace collar, standing before a column bears signature, inscription and date 'AETATs.32.JVR fesÿt/Ao 162i' (on plinth, upper right)
oil on panel
107 x 75.8cm (42 1/8 x 29 13/16in).

£6,000 - 8,000
€6,700 - 9,000

Provenance

Sale, Sotheby's, New York, 4 June 1987, lot 42 (as by Jan Anthonisz. van Ravestejn)



32



32

32

DUTCH SCHOOL, 17TH CENTURY

Portrait of a gentleman, traditionally identified as Arnaud Jan Roelofsen, bust-length, in black, within a painted oval; and A portrait of a lady, traditionally identified as Maartje Roelofsen, bust-length in black

each bears coat-of-arms (upper left)
a pair, oil on panel
72.2 x 54.1cm (28 7/16 x 21 5/16in). (2)

£6,000 - 8,000
€6,700 - 9,000

33 TP

CIRCLE OF JAN DE BAEN (HAARLEM 1633-1702)

Portrait of William III, three-quarter-length, in armour, a battle in the distance

oil on canvas
155 x 116.5cm (61 x 45 7/8in).

£4,000 - 6,000
€4,500 - 6,700

Provenance

Sale, Lawrences, Crewkerne, 1 April 1982, lot 29



33



34

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

A winter landscape with travellers passing through a village;
and A landscape with travellers on a path, a village beyond
a pair, oil on panel, *tondos*
21.5cm (8 7/16in). diameter (2)

£10,000 - 15,000
€11,000 - 17,000





35

DAVID RYCKAERT III (ANTWERP 1612-1661)

The Alchemist and his wife in a workshop
signed and dated 'D.Ryckaert/ 16*9' (lower right)
oil on panel
42 x 64.2cm (16 9/16 x 25 1/4in).

£5,000 - 7,000

€5,600 - 7,900

Provenance

Sale, Christie's, London, 5 April 1963, lot 37 (as Property of a lady),
where purchased by the present owner's grandfather

Literature

B. van Haute, *David III Ryckaert: A Seventeenth-Century Flemish
painter of peasant scenes*, Turnhout, 1999, p. 109, cat. no. A81, ill.,
p. 333, pl. 81 (as dated 1649)

Another version of the present work is in the Museum der bildenden
Kunste, Leipzig (oil on panel, signed and dated '1648').



36

36

KLAES MOLENAER (HAARLEM CIRCA 1630-1676)

A river landscape with figures outside an inn; and Figures outside an inn both signed 'k.molenaer' (lower right) a pair, oil on panel 26 x 34.6cm (10 1/4 x 13 5/8in). (2)

£2,000 - 4,000

€2,200 - 4,500

Provenance

The Collection of Lhoest van Weddingen Their sale, Liège, 3 April 1892, lots 82 and 83 With Edmond Jamar, Liege (according to a label on the reverse)

The Collection of M. Jacques Cuisinier, Brussels, by whom offered Sale, Sotheby's, London, 30 November 1966, lot 123

37

JOHANNES STURCKENBURGH (WESEL 1603-CIRCA 1663)

A harbour with figures loading barges in the foreground, shipping at anchor beyond oil on canvas

47.2 x 63.5cm (18 9/16 x 25in).

£3,500 - 4,500

€3,900 - 5,100



37

38

JOOST CORNELISZ. DROOCHSLOOT (UTRECHT 1586-1666)

A village kermesse signed and dated JC. DS 1646' (lower centre, JC and DS in ligature) oil on panel

23.5 x 37.8cm (9 1/4 x 14 7/8in).

£3,000 - 5,000

€3,400 - 5,600



38

39

**PIETER COSYN (RIJSWIJK 1630-1667
THE HAGUE)**

A riverside town with figures in a ferry
signed with initials and dated 'pc 1665' (on
boat, lower left)

oil on panel

36.3 x 48.6cm (14 5/16 x 19 1/8in).

£2,000 - 3,000

€2,200 - 3,400

40

**DANIEL HARINGH (LOOSDUINEN CIRCA
1636-CIRCA 1715 THE HAGUE)**

Portrait of a family in a wooded landscape
signed and dated 'DHaringh/ 1684' (lower
right)

oil on canvas

90.8 x 109cm (35 3/4 x 42 15/16in).

£4,000 - 6,000

€4,500 - 6,700

Provenance

Sale, Christie's, South Kensington, 10

December 2004, lot 74

Sale, Pierre Bergé, Brussels, 22 November

2007, lot 174



36



39



40



41

CIRCLE OF JAN PROVOST (MONS CIRCA 1462-1529 BRUGES)

The Angel of the Annunciation in a stone niche
oil on panel, *en grisaille*
64.9 x 37.4cm (25 9/16 x 14 3/4in).

£10,000 - 15,000

€11,000 - 17,000

Provenance

With Jacques Goudstikker, Amsterdam, before 1923
With Kunsthandel P. de Boer, Amsterdam, 1937
Looted by the Nazi authorities, July 1940
Recovered by the Allies, in the custody of the Dutch Government
Restituted in February 2006 to the heir of Jacques Goudstikker, by whom offered
Sale, Christie's, New York, 19 April 2007, lot 9 (as Jan Provost, sold for \$120,000)

Exhibited

Rotterdam, Rotterdamsche Kunstkring, *Catalogue Collection Goudstikker d'Amsterdam*, 10-25 April 1926, no. 31.73
Haarlem, Bisschoppelijk Museum, on loan, until 1976
Maastricht, Bonnefantenmuseum, on loan until 2006

Literature

M. Friedländer, ed. H. Pauwels, *Early Netherlandish painting*, Leiden/Brussels, 1967-76, p. 115, no. 161 (as the reverse to a *St. Andrew*) and p. 126, add. 274 (as a pendant to an *Annunciate Virgin*, Museo del Prado, Madrid)
Old Master Paintings: An illustrated summary catalogue, Rijksdienst Beeldende Kunst (The Netherlandish Office for the Fine Arts), The Hague, 1992, p. 244, no. 2113, ill.

This panel originally formed part of a triptych of which other constituents are now in the Bonnefantenmuseum, Maastricht and the Prado, Madrid.



42

ATTRIBUTED TO GILBERT JACKSON (ACTIVE ENGLAND 1621-1642)

Portrait of a lady, half-length, in a black and white embroidered dress, embellished with pearls and a ruff collar
oil on canvas
78.5 x 63.6cm (30 7/8 x 25 1/16in).

£8,000 - 12,000
€9,000 - 13,000

Provenance

Colonel Frederick Arthur Irby, 1907, at Boyland Hall, Morningthorpe and thence by descent to Mrs Victor Ramsay Fairfax of Brook House, Great Waldingfield, Sudbury, Suffolk, by whom offered Sale, Christie's, London, 18 April 1957, lot 10 (as Zuccaro)

Literature

F. Duleep Singh, *Portraits in Norfolk Houses*, Norwich, 1927, p. 28 no. 32 (as at Boyland Hall)

In 1907 Colonel Irby's collection at Boyland Hall also included a portrait of the Earl of Dorset attributed to John de Critz, and a portrait of a lady that was purported to be of Elizabeth I which was sold in these rooms on the 8 December 2004 (lot 108 for £110,000).



43

43
ENGLISH SCHOOL, CIRCA 1600

Portrait of Henry VIII, bust-length, in a red tunic embroidered with gold, a fur-trimmed cloak and a fur-trimmed jewel-encrusted hat
 oil on panel
 48 x 34cm (18 7/8 x 13 3/8in).

£6,000 - 8,000
 €6,700 - 9,000

Provenance
 Private Collection, UK, by whom offered
 Sale, Bonhams, Knightsbridge, 2 May 2012, lot 34

Exhibited
 Erasmus House, Anderlecht, 1979-1994

This portrait of King Henry VIII in his old age relates most closely to an engraving by Cornelis Metsys which was first produced in 1544 and again in 1548, the year after the King's death.



44

44 TP
ENGLISH SCHOOL, 17TH CENTURY

Portrait of Sir Thomas Smythe (1514-1577), full-length, standing, wearing a fur-lined cloak, holding a globe with his hand resting on a globe charged with the sitter's coat-of-arms (upper right)
 oil on canvas
 185.9 x 112.4cm (73 3/16 x 44 1/4in).

£5,000 - 7,000
 €5,600 - 7,900

Provenance
 Spains Hall, Finchingfield, and thence by descent to the present owner

Another portrait of Sir Thomas Smythe, by Thomas Hudson, is at Queens' College, Cambridge University.



45

45

AFTER BARTHOLOMEUS VAN DER HELST, 17TH CENTURY

Portrait of Captain Willem van der Zaan (1621–1669), three-quarter-length, in an embroidered coat and a gold chain and medal
oil on canvas

113.8 x 93.5cm (44 13/16 x 36 13/16in).

£2,000 - 3,000

€2,200 - 3,400

The present work is after Bartholomeus van der Helst's original, now in Kelvingrove Art Gallery and Museum, Glasgow.

46

ENGLISH SCHOOL, 17TH CENTURY

Portrait of a gentleman, three-quarter-length, in armour
oil on panel, *en brunaille*

30.6 x 23.1cm (12 1/16 x 9 1/8in).

£2,000 - 3,000

€2,200 - 3,400

47

CIRCLE OF JAN JANSZ. WESTERBAEN THE ELDER (THE HAGUE CIRCA 1600-1686)

Portrait of a gentleman, possibly Hans-Christoph von Rauchhaupt (1619-1704), bust-length, in armour
oil on canvas

49 x 42.7cm (19 5/16 x 16 13/16in).

unframed

£4,000 - 6,000

€4,500 - 6,700

Various versions of this composition exist. For example, a larger portrait of the same sitter was offered at Lempertz, Cologne, on 19 November 2005, lot 1177.



46



47



48



49



50

48

ATTRIBUTED TO CONSTANTYN NETSCHER (THE HAGUE 1668-1723)

Portrait of a young lady, three-quarter-length, in a blue dress standing before a curtain
oil on canvas
54 x 42.6cm (21 1/4 x 16 3/4in).

£3,000 - 5,000
€3,400 - 5,600

Provenance

With Alfred Brod, London, where purchased by the present owner's uncle in 1961

49

CIRCLE OF ARNOLD BOONEN (DORDRECHT 1669-1729 AMSTERDAM)

A girl with a basket of flowers beside a carved stone window ledge
oil on canvas
42.6 x 34.5cm (16 3/4 x 13 9/16in).

£2,000 - 3,000
€2,200 - 3,400

50

HENDRIK VAN LIMBORCH (THE HAGUE 1681-1759)

Truth revealed by Time
signed 'HLimborch. f.' (on cloud, lower right)
oil on panel
35.5 x 27.9cm (14 x 11in).

£4,000 - 6,000
€4,500 - 6,700

Provenance

Sale, Koller, Zurich, 14 May 1982, lot 5057



51

51
JAN JOSEF HOREMANS THE ELDER (ANTWERP 1682-1759)

Portrait of a family group in a park landscape
 signed 'JHoremans' (on wall, lower right)
 oil on canvas
 70 x 82.7cm (27 9/16 x 32 9/16in).

£3,000 - 4,000
 €3,400 - 4,500

Provenance

With Meninas, S.A., Barcelona, 1975
 Sale, Bonhams, London, 4 July 2007, lot 57, where purchased by
 the present owner

52

PIETER VAN VEEN (ROTTERDAM 1667-1736)

The Fall of Man
 signed with initials 'P.V.' (on rock, lower left)
 oil on panel
 46.4 x 40cm (18 1/4 x 15 3/4in).

£3,000 - 5,000
 €3,400 - 5,600

Provenance

The Collection of Paul Werners, Berlin between the First and Second
 World Wars
 And thence by descent until
 Sale, Sotheby's, London, 1 April 1992, lot 84 (as Pieter van der
 Werff), where purchased by the present owners

Exhibited

Rotterdam Historisch Museum, Rotterdam, *Rotterdamse Meesters
 uit de Gouden Eeuw*, 15 October 1994-15 January 1995, cat. no. 55

Literature

ed. N. Schadee, *Rotterdamse Meesters uit de Gouden Eeuw*,
 Rotterdam, 1994, cat. no. 55, ill. p. 260



52



53



54

53

GEERAERT DE LALLÉE (ANTWERP ? CIRCA 1605-CIRCA 1667)

The Triumph of Neptune and Amphitrite
 indistinctly signed 'Ge*** De L**allee f' (lower centre)
 oil on copper
 69.8 x 84.4cm (27 1/2 x 33 1/4in).

£6,000 - 8,000

€6,700 - 9,000

54 *

JACOBUS STORCK (AMSTERDAM 1641-1687)

A *capriccio* of a town on the bank of a river
 signed 'JStorck' (J and S in ligature, lower right)
 oil on canvas
 79.5 x 66.1cm (31 5/16 x 26in).

£8,000 - 12,000

€9,000 - 13,000



55

55
CORNELIS DE WAEL (ANTWERP 1592-1667 ROME)

The Battle of Lepanto
 oil on canvas
 60.8 x 96.2cm (23 15/16 x 37 7/8in).

£6,000 - 8,000
 €6,700 - 9,000

56
THOMAS WYCK (BEWERWYCK 1616-1677 HAARLEM)

An alchemist in his studio
 signed 'Twyck' (lower right)
 oil on canvas
 75.2 x 63.1cm (29 5/8 x 24 13/16in).

£2,000 - 3,000
 €2,200 - 3,400

Provenance
 Sale, Van Ham, Cologne, 11 May 2012, lot 523



56



57

57

THOMAS WYCK (BEWERWYCK 1616-1677 HAARLEM)

A view of the Thames looking towards Twickenham

signed with initials 'TW' (lower left)

oil on canvas

56.5 x 94.5cm (22 1/4 x 37 3/16in).

£2,000 - 3,000

€2,200 - 3,400

58

ATTRIBUTED TO JACOB GERRITZ. CUYP (DORDRECHT 1594-CIRCA 1651)

Chickens in a barn interior

oil on panel

74.3 x 59.2cm (29 1/4 x 23 5/16in).

£2,000 - 3,000

€2,200 - 3,400

We are grateful to Fred Meijer for suggesting the attribution, based on a colour photograph. He notes that it comes very close to a signed variant by Jacob Gerritsz. Cuyp (see: S. Paarlberg, *Jacob Gerritsz. Cuyp (1594-1652)*, Dordrecht, 2002, exh. cat., p. 71, fig. 77). A further signed variant, on panel, 74.5 x 59.5 cm.) by Jacob Gerritsz.'s son, Aelbert Cuypp, was with Rafael Valls, London in 2014.



58



59



60

59 TP

ATTRIBUTED TO ABRAHAM JANSZ. BEGEYN (LEIDEN 1637-1697 BERLIN)

An Italianate river landscape with figures, sheep and cattle
oil on canvas
100.2 x 138.2cm (39 7/16 x 54 7/16in).

£6,000 - 8,000
€6,700 - 9,000

Provenance

Mr Chute, The Vine, Basingstoke
Sale, Christie's, London, 2 July 1853, lot 22 (22 1/2 gns. to Caw or Coutts)
W. Smith, Hammersmith
Sale, Christie's, London, 5 January 1884, lot 86 (18gns. to Richter)
Private Collection, UK for at least 50 years

60

DUTCH SCHOOL, 17TH CENTURY

Portrait of a child, full-length, holding flowers, seated in a landscape
oil on panel
90.3 x 115.9cm (35 9/16 x 45 5/8in).

£3,000 - 5,000
€3,400 - 5,600

Provenance

Sale, Christie's, New York, 4 April 1990, lot 214 (as Property of a Mid-Western Museum)
Private Collection, New York



61 TP

DIRCK DIRCKSZ. VAN SANTVOORT (AMSTERDAM 1610-1680)

A group portrait of a gentleman and his wife, seated full-lengths, with their four daughters, in black costume, the youngest two seated making garlands of flowers, in a landscape
oil on canvas

107 x 120cm (42 1/8 x 47 1/4in).

£15,000 - 20,000

€17,000 - 22,000

Provenance

A New England Institution, USA

Sale, Christie's, New York, 11 January 1979, lot 154 (as Attributed to Aelbert Cuyp)

Private Collection, UK



62

DUTCH SCHOOL, 1604

Poor Parents, Rich Children

dated '1604' (centre) and inscribed 'Doet ons bystant/ myn soone want / Ick heb u gegeven/ ons goet contant/ in uwer hant/ waer by zullen wy leue' (upper left) and 'Och vader siet / Ick en hebbe niet/ in mynder trouwen/ U te geven yet/ wat myn gheschiet/ Ick moet staethouwe' (upper right)

oil on panel

57.5 x 95.5cm (22 5/8 x 37 5/8in).

£5,000 - 7,000

€5,600 - 7,900

The present work depicts a rich son, with his elegant family, refusing to support his impoverished parents; a theme that contradicts the strong moral principles of early Dutch parental and filial duties (for further discussion, see: P.J. van Thiel, "Poor Parents, Rich Children" and "Family Saying Grace": Two Related Aspects of the Iconography of Late Sixteenth and Seventeenth-Century Dutch Domestic Morality', in *Netherlands Quarterly for the History of Art*, 1987, vol. XVII, no. 2/3). The inscriptions show the dialogue between father and son; the father's plea is upper left and the son's callous response is upper right.

It is derived from a 1590 print by Bartholomeus Dolendo (circa 1560-1626), which in turn influenced several versions of the subject matter, most notably a work attributed to Pieter Pietersz. (circa 1543-1603) which is in the Rijksmuseum, Amsterdam (oil on panel, 61 x 163cm, dated 1599). The present work comes closest to a work formerly in the collection of Dr. K. Groes, Aalborg, which has similar inscriptions.



63



64

63 * TP

VENETIAN SCHOOL, 16TH CENTURY

A representative of Samothrace presenting the keys of the city to a Venetian senator, a Venetian ship in the harbour below inscribed 'SCHIOPOLI' (centre right) and 'SAMOTRACIA' (lower left)

oil on canvas

99.2 x 220.5cm (39 1/16 x 86 13/16in).

£5,000 - 7,000

€5,600 - 7,900

Provenance

Sale, Dorotheum, Vienna, 22 March 2001, lot 419

The present work shows a Venetian senator being presented with the keys of a city which is labelled 'Samotraccia'. Samothrace was an island in the northern Aegean Sea which had been ruled by the Byzantines until 1204 when the Venetians took over.

64

ATTRIBUTED TO GIOVANNI ANDREA DE FERRARI (GENOA 1598-1669)

Saint Barbara

oil on canvas

99.9 x 76.3cm (39 5/16 x 30 1/16in).

£4,000 - 6,000

€4,500 - 6,700

65 *

**AFTER NICCOLÒ FRANGIPANE,
17TH CENTURY**

A Bacchanal
oil on canvas
86.1 x 114.2cm (33 7/8 x 44 15/16in).

£5,000 - 7,000
€5,600 - 7,900

The present composition was clearly popular as attested to by the numerous variations known. The closest in type can be found at the Palazzo Salvadego, Borgo San Giacomo, and another which was on the art market, Venice, in 1978 (according to the Fondazione Zeri, entry no. 39109).

66 * TP

VENETIAN SCHOOL, 16TH CENTURY

Diana with her hounds
oil on canvas
115.5 x 152.7cm (45 1/2 x 60 1/8in).

£4,000 - 6,000
€4,500 - 6,700

67 TP

**FOLLOWER OF GERARD DOUFFET
(LIÈGE 1594-1660)**

The Denial of Saint Peter
oil on canvas
125.4 x 162.2cm (49 3/8 x 63 7/8in).

£2,500 - 3,500
€2,800 - 3,900



65



66



67



68



69

68

**CAJETAN ROOS, CALLED GAETANO DE ROSA
(ROME 1690-1770 VIENNA)**

An Italianate landscape with a couple on a country path and cattle grazing before a waterfall

oil on canvas

49.6 x 64.5cm (19 1/2 x 25 3/8in).

£4,000 - 6,000

€4,500 - 6,700

69

ITALIAN SCHOOL, CIRCA 1600

Portrait of Alessandro Farnese, three-quarter length, wearing a breastplate and the Order of the Golden Fleece, and holding a marshal's baton

oil on canvas

112 x 94cm (44 1/8 x 37in).

£6,000 - 8,000

€6,700 - 9,000

The head and shoulders of the present portrait are based on Crispijn van de Passe's engraved portrait of Alessandro Farnese of circa 1580.



70

70

CIRCLE OF ANDREA DI LEONE (NAPLES 1610-1685)

A drover and shepherdess fording a stream with their livestock
oil on canvas

81.3 x 108.5cm (32 x 42 11/16in).

£4,000 - 6,000

€4,500 - 6,700

71

CIRCLE OF GIOVANNI BATTISTA SALVI, CALLED IL SASSOFERRATO (SASSOFERRATO 1609-1685 ROME)

A female martyr Saint

oil on canvas

47.2 x 35.7cm (18 9/16 x 14 1/16in).

£3,000 - 5,000

€3,400 - 5,600

The present composition is based on Sassoferrato's *Saint Apollonia*, now in the Basilica of San Pietro, Perugia. This work, in turn, uses Timoteo Viti's painting of the same subject now in the Galleria Nazionale delle Marche, Urbino.



71



72



73



74

72

FRENCH SCHOOL, LATE 17TH CENTURY

A gilt dish filled with fruit alongside dead birds and a silver gilt cup and cover on a draped stone ledge, a spaniel and cat below
oil on canvas
116.8 x 91cm (46 x 35 13/16in).

£3,000 - 5,000
€3,400 - 5,600

73

CIRCLE OF PHILIPPE DE CHAMPAIGNE (BRUSSELS 1602-1674 PARIS)

Portrait of a gentleman, bust-length, in armour and a white lace collar
oil on canvas
53.8 x 48.2cm (21 3/16 x 19in).

£3,000 - 5,000
€3,400 - 5,600

74 TP

AFTER PIERRE GOBERT, 18TH CENTURY

Portrait of Louis Henri de Bourbon, Prince de Condé, three-quarter-length, in armour, wearing the Order of the Saint'Esprit, and standing before a battlefield
oil on canvas
121.4 x 95.8cm (47 13/16 x 37 11/16in).

£2,000 - 3,000
€2,200 - 3,400

The present composition follows Gobert's portrait of the Prince de Condé, now at the Musée Condé, Chantilly.



75

75
**CIRCLE OF JAKOB FERDINAND VOET
 (ANTWERP 1639-CIRCA 1700)**

Portrait of a lady, possibly one of the Mancini sisters, half-length,
 in a blue embroidered dress
 oil on canvas
 73.5 x 60cm (28 15/16 x 23 5/8in).

£2,000 - 3,000
 €2,200 - 3,400

76
FRENCH SCHOOL, EARLY 18TH CENTURY

Neptune
 oil on canvas
 90.4 x 71.2cm (35 9/16 x 28 1/16in).

£3,000 - 5,000
 €3,400 - 5,600

77
**JACOBUS AUREUS MATTHIAS THOMA
 (ACTIVE GERMANY, BORN 1732-1782)**

Portrait of a gentleman, half-length, holding a book, within a
 painted oval stone frame
 signed and dated 'F.A. Aureaus. F.P.A: 1777.' (lower centre)
 oil on copper
 48.2 x 37.7cm (19 x 14 13/16in).

£2,000 - 3,000
 €2,200 - 3,400



76



77



78



79

78 TP

STUDIO OF THOMAS SPENCER (ACTIVE ENGLAND, CIRCA 1730-CIRCA 1763)

A grey race horse with jockey up at Newmarket
oil on canvas
101.1 x 126.2cm (39 13/16 x 49 11/16in).

£6,000 - 8,000
€6,700 - 9,000

79

JOSEPH HIGHMORE (LONDON 1692-1780 CANTERBURY)

Portrait of a lady, half-length, in an orange dress holding a dog, within a painted oval
oil on canvas
76 x 63.2cm (29 15/16 x 24 7/8in).

£2,000 - 3,000
€2,200 - 3,400

Provenance

Baron Henri Thyssen-Bornemisza, Lugano
With Galerie du Luc, Vevey (according to a label on the reverse)
Sale, Christie's, London, 15 November 1996, lot 60

Exhibited

Munich, Neue Pinakothek, *Schloss Rohoncz Collection*, 1930, cat. no. 152
Lugano, Villa Favorita, *Exposition de La Propriete de La Fondation Collection Chateau de Rohoncz*, 1952, cat. no. 111



80

80

WILLIAM SHAW (DIED CIRCA 1772 LONDON)

A groom with a racehorse in a landscape bears signature, inscription and date 'Sir Charles Bunburys favourite/ Piggy/ J.N. Sartorius 1787' (lower right)

oil on canvas

91.8 x 104.8cm (36 1/8 x 41 1/4in).

£4,000 - 6,000

€4,500 - 6,700

Provenance

Sale, Sotheby's, New York, 6 June 1985, lot 4 (as Sartorius)
 Sale, Sotheby's, London, 11 March 1987, lot 143 (as Sartorius)

81

LEMUEL FRANCIS ABBOTT (LEICESTERSHIRE CIRCA 1760-1803 LONDON)

Portrait of Bryan Edwards, half-length, in a brown coat, seated before a green curtain, a view to a Caribbean landscape beyond

oil on canvas

76.3 x 63.3cm (30 1/16 x 24 15/16in).

£2,000 - 3,000

€2,200 - 3,400

Provenance

The Collection of Zachary Bayly Edwards (younger brother of the sitter) and thence by family descent until
 Sale, Bonhams, London, 8 December 2010, lot 57

Engraved

Thomas Holloway (1748-1827), London, 1800



81



82

82

ENGLISH SCHOOL, 18TH CENTURY

Figures in a carriage, before a city
oil on panel
34.5 x 50cm (13 9/16 x 19 5/8in).

£2,500 - 3,500
€2,800 - 3,900



83

83

BENJAMIN BARKER OF BATH (1776-1838 TOLNESS)

Figures by a cottage, a man on a horse
crossing a brook
signed and dated 'B. Barker / 1807' (lower
left)
oil on canvas
83.6 x 105.8cm (32 15/16 x 41 5/8in).

£3,000 - 5,000
€3,400 - 5,600



84

84

**CIRCLE OF RICHARD WILSON
(PENEGOES 1713-1782 COLOMENDY,
CLWYD)**

An Italianate landscape with figures by a lake
oil on canvas
44.3 x 58.9cm (17 7/16 x 23 3/16in).

£2,000 - 3,000
€2,200 - 3,400



85



85

85 *

CIRCLE OF FRANCIS ALLEYNE (ACTIVE ENGLAND, 1774-1790)

Portrait of a gentleman, bust-length, in black costume; and Portrait of a lady, bust-length, in a white dress

a pair, oil on canvas, ovals

37.8 x 30cm (14 7/8 x 11 13/16in). (2)

£1,500 - 2,500

€1,700 - 2,800

86

CIRCLE OF GEORGE CHINNER RHA (TIPPERARY 1774-1852 MACAU)

Portrait of a gentleman, half length, standing on a balcony, a view to an exotic landscape beyond

oil on canvas

29 x 24.2cm (11 7/16 x 9 1/2in).

£2,000 - 3,000

€2,200 - 3,400

Provenance

Sale, Christie's, South Kensington, 6 June 1996, lot 19



86



87

**PIERRE HUBERT SUBLEYRAS (SAINT-GILLES-DU-GARD
1699-1749 ROME)**

Portrait of a young woman in a turban, bust-length
oil on canvas
63.2 x 48.5cm (24 7/8 x 19 1/8in).

£8,000 - 12,000
€9,000 - 13,000

Provenance

Burns-Lindow Collection, Cumberland, since the 19th century, and
thence by descent to the present owner

Similar versions of the present composition can be seen at musée
Georges Garret, Vesoul and the National Museum, Warsaw.



88

88 TP

**FRANCESCO MONTI, CALLED IL BRESCIANINO
(BRESCIA 1646-CIRCA 1703 PARMA)**

A cavalry skirmish between Turks and Christians
oil on canvas
73.4 x 134.8cm (28 7/8 x 53 1/16in).

£5,000 - 7,000
€5,600 - 7,900

We are grateful to Prof. Giancarlo Sestieri for confirming the attribution to il Brescianino based on inspection of colour photographs.

89

**CIRCLE OF GIOVANNI BATTISTA PIAZZETTA
(VENICE 1682-1754)**

Diana
oil on canvas
46.5 x 35.6cm (18 5/16 x 14in).

£4,000 - 6,000
€4,500 - 6,700



89



90

90

DAVID RYCKAERT III (ANTWERP 1612-1661)

A fiddler in an interior
oil on panel
57.2 x 87.5cm (22 1/2 x 34 7/16in).

£5,000 - 7,000
€5,600 - 7,900

Provenance

Private Collection, UK for at least 50 years

91

AFTER PIETER JACOBZ. CODDE, 17TH CENTURY

An interior with soldiers and ladies at a table
oil on panel
31.2 x 41.7cm (12 5/16 x 16 7/16in).

£2,000 - 3,000
€2,200 - 3,400

Provenance

In the current owner's family more than 50 years

The present painting follows Pieter Codde's original composition now in the Národní Galerie, Prague (inv. no. O 2565).



91

92

CIRCLE OF FRANS SNYDERS (ANTWERP 1579-1657)

A larder still life with a dog
oil on canvas laid down on board
87.5 x 116.5cm (34 7/16 x 45 7/8in).

£4,000 - 6,000
€4,500 - 6,700



92

93

**HENDRIK JACOBSZ. DUBBELS
(AMSTERDAM CIRCA 1620-1676)**

Shipping in a stormy sea
signed 'DVBBels' (on spar, lower left)
oil on canvas
34.2 x 42.6cm (13 7/16 x 16 3/4in).

£4,000 - 6,000
€4,500 - 6,700

94

DUTCH SCHOOL, 19TH CENTURY

Tsar Peter the Great of Russia at Zaandam
oil on panel
51.6 x 66.7cm (20 5/16 x 26 1/4in).
unframed

£2,000 - 3,000
€2,200 - 3,400

During his Grand Embassy in 1697 Peter the Great resided at Zaandam in the Netherlands where he studied shipbuilding.

95 *

DUTCH SCHOOL, 18TH CENTURY

A still life with fruit, ham, pewter plates, a wine glass and a stone jug upon a draped table
oil on panel
57.5 x 82.5cm (22 5/8 x 32 1/2in).

£2,000 - 3,000
€2,200 - 3,400



93



94



95



96

96

ATTRIBUTED TO ADAM FRANS VAN DER MEULEN (BRUSSELS 1632-1690 PARIS)

A cavalry skirmish before a town
oil on canvas
63 x 81cm (24 13/16 x 31 7/8in).

£4,000 - 6,000

€4,500 - 6,700

97

CIRCLE OF MATHYS SCHOEVAERDTS (BRUSSELS 1665-1695)

A village scene with figures dancing
oil on canvas
21.2 x 29.3cm (8 3/8 x 11 9/16in).

£2,000 - 3,000

€2,200 - 3,400

98

SIMON DE VLIAGER (ROTTERDAM 1601-1653 WEESP)

Shipping in a stormy sea
signed '** VLIAGER' (on spar, lower left, strengthened)
oil on panel
58.2 x 82.2cm (22 15/16 x 32 3/8in).

£7,000 - 10,000

€7,900 - 11,000

Provenance

Private Collection, UK for at least 50 years



97



98

99

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

The Temptation of Saint Anthony
oil on canvas
36.2 x 46.7cm (14 1/4 x 18 3/8in).

£2,000 - 3,000

€2,200 - 3,400

100

ANTWERP SCHOOL, 17TH CENTURY

The Holy Family with the Infant Saint John
the Baptist
oil on copper
61.2 x 78.2cm (24 1/8 x 30 13/16in).

£4,000 - 6,000

€4,500 - 6,700

101

**JACOB ADRIAENSZ. BELLEVOIS
(ROTTERDAM 1621-1675)**

The Zeeland Fleet on the Merwede,
Dordrecht in the distance
signed 'JBELLEVOIS' (lower left, on sail)
oil on panel
73 x 106.6cm (28 3/4 x 41 15/16in).

£4,000 - 6,000

€4,500 - 6,700

Provenance

Sale, Christie's, Amsterdam, 14 May 2003,
lot 185 (sold for 22,705 Euros)



99



100



101



102



103



104

102

CIRCLE OF DANIEL GARDNER (KENDAL CIRCA 1750-1805 LONDON)

Portrait of a lady, traditionally identified as Marie Dolignon, later Mrs Philip Dauncey, bust-length, in a white and gold dress, within a painted oval
oil on canvas
76.1 x 63.6cm (29 15/16 x 25 1/16in).

£2,000 - 3,000
€2,200 - 3,400

103

CIRCLE OF JOHN GREENHILL (SALISBURY 1640-1676 LONDON)

Portrait of a young lady, bust-length, in a gold and blue dress, within a stone cartouche
oil on canvas
76.2 x 62.6cm (30 x 24 5/8in).

£2,000 - 3,000
€2,200 - 3,400

104 ^{TP}

CIRCLE OF SIR NATHANIEL DANCE HOLLAND, BT. (LONDON 1734-1811 WINCHESTER)

Portrait of Anne, Countess of Albemarle, three-quarter-length, in a white dress, before a red curtain
oil on canvas
127.2 x 102cm (50 1/16 x 40 3/16in).

£3,000 - 5,000
€3,400 - 5,600

105

IRISH SCHOOL, 18TH CENTURY

Figures before a river in a hilly landscape
oil on canvas
101 x 113.9cm (39 3/4 x 44 13/16in).

£4,000 - 6,000
€4,500 - 6,700



105

106

**ATTRIBUTED TO CHARLES CATTON
THE ELDER R.A. (NORWICH 1728-1798
LONDON)**

A drover with his herd in a hilly landscape,
before a country house
oil on canvas
87.5 x 106.6cm (34 7/16 x 41 15/16in).
unframed

£2,000 - 3,000
€2,200 - 3,400



106

107

**CIRCLE OF JACOB MORE (EDINBURGH
CIRCA 1740-1793 ROME)**

A view of the Bay of Naples with the figures
of Narcissus and Echo in the foreground
oil on canvas
63.1 x 100.9cm (24 13/16 x 39 3/4in).

£2,000 - 3,000
€2,200 - 3,400



107



108

108

A. CASTELLI (ACTIVE ITALY, 19TH CENTURY), AFTER SIR ANTHONY VAN DYCK

Portrait of Endymion Porter and Sir Anthony van Dyck, within a painted oval signed 'A.Castelli' (on reverse)
oil on canvas, unlined
42.5 x 52.2cm (16 3/4 x 20 9/16in).

£1,000 - 1,500
€1,100 - 1,700



109

The present work is after van Dyck's original, now in the Museo del Prado, Madrid.

109 * TP

CIRCLE OF PETER VAN LINT (ANTWERP 1609-1690)

Christ in the House of Mary and Martha
oil on canvas
129.3 x 134.4cm (50 7/8 x 52 15/16in).

£3,000 - 5,000
€3,400 - 5,600

Provenance

Acquired by the present owners' family in Johannesburg, South Africa in the late 1960s and thence by descent



110

**CIRCLE OF JAN WIJNANTS (HAARLEM
CIRCA 1635-1684 AMSTERDAM)**

An Italianate river landscape with figures on a country path bears signature and indistinct date 'J Wijnants F Ano 16*5' (lower right)
oil on canvas
69.1 x 86.3cm (27 3/16 x 34in).

£3,000 - 5,000
€3,400 - 5,600

Provenance

Sale, Neumeister, Munich, 29 September 1999, lot 652
Sale, Sotheby's, London, 6 December 2012, lot 344 (as Jan Wijnants)

111

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

Portrait of a gentleman, traditionally identified as Sir Nicholas Bacon (1510-1579), half-length, in a fur-trimmed coat
oil on panel, oval
73.8 x 60.6cm (29 1/16 x 23 7/8in).

£4,000 - 6,000
€4,500 - 6,700

Provenance

The Collection of Sir William Abdy (according to a label on the reverse)
Colonel C. Headlam, Holywell Hall, Durham, before 1928, and thence by descent to the present owner



111



112



113



114

PROPERTY FROM THE ESTATE OF THE LATE SYLVIA GRAUCOB (LOTS 112, 113 AND 189)

112

JOHN BAPTIST CLOSTERMAN (OSNABRÜCK 1660-1713 LONDON)

Portrait of Anne Churchill, later Countess of Sunderland, as a young girl, half-length, in a white dress and blue shawl bears inscription 'Lady SUNDERLAND' (lower right) oil on canvas, oval
75.2 x 63.4cm (29 5/8 x 24 15/16in).

£3,000 - 5,000

€3,400 - 5,600

Provenance

With Reynolds Gallery, Plymouth, where purchased by the present owner

Anne Churchill (1683-1716) was the third daughter of John Churchill, 1st Duke of Marlborough and Sarah Churchill. She married Charles Spencer, 3rd Earl of Sunderland and her children included the 3rd Duke of Marlborough and the father of the 1st Earl Spencer.

113

STUDIO OF ALLAN RAMSAY (EDINBURGH 1713-1784 DOUVRES)

Portrait of Anne, Countess of Balcarres (née Dalrymple), half-length, in a yellow dress and blue shawl with a rose corsage, within a painted oval oil on canvas
76.4 x 63.5cm (30 1/16 x 25in).

£3,000 - 5,000

€3,400 - 5,600

Provenance

With Reynolds Gallery, Plymouth, where purchased by the present owner in 1980



115

OTHER PROPERTIES

114 TP

CIRCLE OF ANDREA SOLDI (FLORENCE CIRCA 1703-1771 LONDON)

Portrait of a gentleman, three-quarter length, in a red coat and seated at a writing desk
oil on canvas
127 x 101.7cm (50 x 40 1/16in).

£6,000 - 8,000
€6,700 - 9,000

115

JACOB DUCK (UTRECHT 1600-1667)

Elegant figures in an interior
oil on canvas
51 x 62.1cm (20 1/16 x 24 7/16in).

£8,000 - 12,000
€9,000 - 13,000

116

FOLLOWER OF MARY BEALE (BARROW 1633-1699 LONDON)

Portrait of a lady, half-length, in a white dress with a gold wrap
oil on canvas
75.9 x 64.3cm (29 7/8 x 25 5/16in).

£2,000 - 3,000
€2,200 - 3,400

Provenance

Art Market, Cardiff, 1950s, where purchased by the present owner's parents



116

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.



117

117

GERMAN SCHOOL, 18TH CENTURY

A woman seated with a basket of flowers with a child playing with a dog, in a wooded landscape

oil on panel

43 x 57.5cm (16 15/16 x 22 5/8in).

£2,000 - 3,000

€2,200 - 3,400



118

118

**VINCENT JANSZ. VAN DER VINNE
(HAARLEM 1736-1811)**

A dune landscape with figures on a path signed 'V.vand:Vinne' (lower left)

oil on panel

28.9 x 37.3cm (11 3/8 x 14 11/16in).

£2,000 - 3,000

€2,200 - 3,400

Provenance

Baron de Melema (according to a label on the reverse at the time of the Christie's sale)
Sale, Phillips, London, 31 March 1992, lot 101

Sale, Christie's, London, 10 April 2013, lot 114 (as Vincent Laurensz. van der Vinne)



119

119

**ANDRIES VERMEULEN (DORDRECHT
1763-1814 AMSTERDAM)**

A winter landscape with figures skating signed 'A.Vermeulen' (lower left)

oil on panel

39.2 x 52.4cm (15 7/16 x 20 5/8in).

£3,000 - 5,000

€3,400 - 5,600

Provenance

Sale, Christie's, London, 8 May 1987, lot 110

120

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

A Macaw with other birds and game in a
landscape
oil on canvas
83 x 104.1cm (32 11/16 x 41in).

£5,000 - 7,000
€5,600 - 7,900

121

**FOLLOWER OF ISAAC OUWATER
(AMSTERDAM 1748-1793)**

Figures by a row of houses, a horse in the
foreground
indistinctly signed (lower right)
oil on canvas
59.2 x 73.6cm (23 5/16 x 29in).

£3,000 - 5,000
€3,400 - 5,600

122

**CIRCLE OF JAN WIJNANTS (HAARLEM
CIRCA 1635-1684 AMSTERDAM)**

A figure on horseback with a huntsman on a
country path with dogs
bears signature 'J.wynants' (lower left)
oil on canvas
70 x 86.6cm (27 9/16 x 34 1/8in).

£4,000 - 6,000
€4,500 - 6,700

Provenance

Private Collection, UK for at least 50 years



120



121



122



123

123 *

AFTER PIETER WOUWERMAN, 17TH CENTURY

The Apple Grey at a Blacksmith
oil on canvas
40.5 x 45cm (15 15/16 x 17 11/16in).

£2,000 - 3,000
€2,200 - 3,400

The present composition is after Wouwerman's original, now in Kassel Staatliche Kunstsammlungen, Germany.



124

124

DUTCH SCHOOL, 18TH CENTURY

A scene from Shakespeare's *The Merchant of Venice*, Act 1, Scene IV
oil on canvas
62.4 x 76cm (24 9/16 x 29 15/16in).

£2,000 - 3,000
€2,200 - 3,400

Provenance

Sale, Aachen, 18 December 1907, lot 210 (as C. Troost)
Sale, Frederik Muller, Amsterdam, 2-5 December 1941, lot 802 (for 700 florins)
Sale, Amsterdam, 27 February 1968, lot 467

Literature

J.W. Niemeijer, *Cornelis Troost 1696-1750*, Assen, 1973, p. 408 (under false attributions, probably Flemish)



125

125

CIRCLE OF GILLIS VAN TILBORCH (BRUSSELS CIRCA 1635-CIRCA 1678)

A village market with elegant figures and their slave
oil on canvas
87.3 x 111.5cm (34 3/8 x 43 7/8in).

£4,000 - 6,000
€4,500 - 6,700

126 *

**ATTRIBUTED TO SALOMON ROMBOUTS
(HAARLEM CIRCA 1652-CIRCA 1702
FLORENCE)**

A winter landscape with figures ice skating
and playing *kolf*
oil on panel
35.7 x 46.8cm (14 1/16 x 18 7/16in).

£2,000 - 3,000
€2,200 - 3,400

Provenance

With John Mitchell and Sons, London, circa
1966

The Brocklehurst Collection, Jersey and
thence by descent to the present owner

127

**ATTRIBUTED TO EGBERT VAN
HEEMSKERCK THE YOUNGER
(HAARLEM(?) CIRCA 1676-1744
LONDON)**

A village *kermesse*
oil on canvas
70.8 x 91.2cm (27 7/8 x 35 7/8in).

£2,000 - 3,000
€2,200 - 3,400

128

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

Figures by the gateway to a fortified village
signed 'R vries' (lower right)
oil on panel
24.6 x 31.6cm (9 11/16 x 12 7/16in).

£2,000 - 3,000
€2,200 - 3,400



126



127



128



129

MOSES VANDERBANK (LONDON CIRCA 1695-CIRCA 1745)

Portrait of a young child with a lamb, standing full-length before a landscape; and Portrait of a boy in brown with a dog, standing full-length, before a landscape

both signed and dated 'Mo Vanderbank Pinxt/ 1743' (lower left)
a pair, oil on canvas

126.2 x 99.7cm (49 11/16 x 39 1/4in). (2)

£6,000 - 8,000

€6,700 - 9,000

Moses Vanderbank was the son of a Huguenot tapestry weaver who was forced to flee Holland and the younger brother of the more celebrated portraitist John Vanderbank (1694-1739). Besides a *Family Group* depicting three children, signed and dated 1733, which was on the UK market, his rare known works include three altarpieces in the 12th century church at Adel near Leeds.



130 ^{TP}

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

A double portrait of Arthur Capel, 1st Earl of Essex and Elizabeth, Countess of Essex, seated before a landscape
oil on canvas
102.7 x 127.9cm (40 7/16 x 50 3/8in).

£7,000 - 10,000

€7,900 - 11,000

Provenance

In the collection of the present owner's family since the late 1960s

The primary version of the present portrait is in the National Portrait Gallery, London (inv. no. NPG 5461).

The sitters, Arthur (1631-1683), the son of Arthur Capel, 1st Baron Capel of Hadham and Elizabeth Morrison, the sole heir of Cassiobury House, Watford, and Lady Elizabeth Percy, daughter of Algernon Percy, 10th Earl of Northumberland and Lady Anne Cecil, married at Petworth in 1653.

Under Charles II Arthur conducted a prominent career as a statesman; he was made 1st Earl of Essex in 1661, served as Lord Lieutenant of Ireland 1672-77 and First Lord of the Treasury in 1679. Around 1680, his political attitude changed dramatically, most likely caused by the prospect of a Catholic monarch, and he became implicated in the Rye House Plot in 1683 against the King and his brother, James Duke of York. Subsequently he was imprisoned in the Tower of London and while awaiting execution was discovered there with his throat cut. Although inconclusive the evidence suggests suicide as most likely.



131



132

131

ATTRIBUTED TO RICHARD PATON (LONDON 1717-1791)

The Battle of Quiberon Bay

oil on canvas

81.7 x 101.7cm (32 3/16 x 40 1/16in).

£3,000 - 5,000

€3,400 - 5,600

132 TP

ENGLISH SCHOOL, 18TH CENTURY

Portrait of Sir John Wynn, 5th Bt., three-quarter-length, in black costume, standing in a landscape

charged with the sitter's coat-of-arms (upper left) and bears inscription 'Sr. Jn Wynne Knt & Bt. of Wynn-Stay/ Born 1627/Died 1718/ Aeta 91' (upper left)

oil on canvas

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

£2,000 - 3,000

€2,200 - 3,400

Provenance

Sale, Christie's, South Kensington, 8 August 1979, lot 174, where purchased by the present owner



133

133

AFTER SIR GODFREY KNELLER, 18TH CENTURY

Portrait of Anabella Lady Howard, full-length, reclining in a landscape
oil on canvas

76.8 x 92.6cm (30 1/4 x 36 7/16in).

£2,000 - 3,000

€2,200 - 3,400

The present work is after Kneller's lost original, known through a mezzotint by John Smith (see: National Portrait Gallery, no. D31333). Anabella Dives (circa 1675–1728) was a maid of honour to Princess Anne and later the wife of Sir Robert Howard, as well as being known to have been a pupil of the composer, Henry Purcell.

134

CIRCLE OF JOHN GREENHILL (SALISBURY 1644-1676 LONDON)

Portrait of a gentleman, probably William Collins, half-length, in a fawn coat, lace stock and brown cloak
oil on canvas laid on board

114.5 x 94cm (45 1/16 x 37in).

£2,000 - 3,000

€2,200 - 3,400

Provenance

By descent from the sitter to George Collins, who married Mary Trelawny of Ham (Plymouth), in 1784 and thence by descent

William Collins, (d. 1713) married Elizabeth, daughter of Thomas Blythe of St Giles in the Fields, in 1664.



134



135



136

135

JOHN THOMAS SERRES (LONDON 1759-1825)

A coastal scene with figures pulling a boat ashore
oil on canvas
43.2 x 53.4cm (17 x 21in).

£2,000 - 3,000

€2,200 - 3,400

We are grateful to Alan Russett for confirming the attribution to John Thomas Serres upon inspection of colour photographs.

136

RICHARD WESTALL, R.A (HERTFORD 1765-1836 LONDON)

Belisarius leaning on his staff, his hand resting on a helmet, Romans by a statue beyond
indistinctly inscribed 'BELISARIO/ Persiclis audacia/ repressit/ Sicpul*
(lower right)
oil on canvas
127.6 x 101.6cm (50 1/4 x 40in).
unframed

£5,000 - 7,000

€5,600 - 7,900

Provenance

F.G. Ellis, 1935

Westall exhibited two pictures under the title Belisarius at the Royal Academy, one in 1830 (no. 338), the other in 1835 (no. 183), with further versions at the British Institution in 1809 and 1831



137

137

WILLIAM P. SHERLOCK (ACTIVE BRITAIN, BORN CIRCA 1780-1821)

Shipping on the Thames below Old London Bridge
signed 'W.P.Sherlock (lower right)
oil on canvas
57.2 x 86.3cm (22 1/2 x 34in).

£4,000 - 6,000
€4,500 - 6,700

Provenance

With Lazard Brothers & Co., London
With Thomas Agnew and Sons Ltd., London (according to a label on the reverse)
Sale, Bonhams, London, 13 September 2005, lot 194
Sale, Sotheby's, London, 17 January 2018, lot 118 (as Property from a Princely Collection), where purchased by the present owner

138

HENRY BONE R.A. (TRURO 1755-1834 LONDON)

Portrait of Lt.-Col. Hon. Francis Wheeler Hood, three-quarter-length, in a red coat, standing before a landscape
signed 'HBone' (lower left)
enamel on copper
16.2 x 12.9cm (6 3/8 x 5 1/16in).

£2,000 - 3,000
€2,200 - 3,400

Literature

R. Walker, 'Henry Bone's pencil drawings in the National Portrait Gallery', in *The Walpole Society*, 1999, vol. 61, p. 330, under cat. no. 267 (as location unknown)



138

The present work is after the original portrait by Thomas Stewardson, now at Lodgers Hall, Dorset. A pencil drawing by Bone of the same subject and of the exact dimensions, which has been squared for transfer, is in the National Portrait Gallery, London (see: NPG D17676).

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.



139



140

139

CIRCLE OF MARMADUKE CRADDOCK (SOMERTON CIRCA 1660-CIRCA 1716)

A cockerel, a hen, ducks and doves around a dovecote in a river landscape

oil on canvas

35.3 x 44.2cm (13 7/8 x 17 3/8in).

£2,000 - 3,000

€2,200 - 3,400

140

ATTRIBUTED TO HARMEN SERIN (ANTWERP 1677-CIRCA 1754 THE HAGUE)

Portrait of Isaac Scheltus, half-length, in brown and gold costume; and Portrait of his wife, Maria Moll, half-length, in a red dress former bears coat-of-arms (upper left) and latter bears coat-of-arms (upper right)

a pair, oil on canvas, corners made up

78.3 x 60.1cm (30 13/16 x 23 11/16in). (2)

£3,000 - 5,000

€3,400 - 5,600

Provenance

Sale, O. Rundle Gilbert, New York, 16 December 1942, lots 7 and 15

According to an inscription on the reverse of each portrait, possibly transcribed from the original canvases, Isaac (1691-1749) and Maria (1694-1742) were married on 26 July 1717 and it is possible that these works were painted to celebrate this union.



141

141

GEORGE MORLAND (LONDON 1763-1804)

Figures on a beach, possibly on the Isle of Wight

signed 'G Md.' (lower right)

oil on panel

30.6 x 41.1cm (12 1/16 x 16 3/16in).

£2,000 - 3,000

€2,200 - 3,400

Provenance

With Thos. Agnews, London (according to a label on the reverse)



140



142 *

ATTRIBUTED TO MATHER BROWN (BOSTON 1761-1831 LONDON)

Portrait of General Officer Richard England, half-length, in military uniform
oil on canvas
91.2 x 71cm (35 7/8 x 27 15/16in).

£8,000 - 12,000
€9,000 - 13,000

Lieutenant-General Richard James England (1745-1812) spent much of his military career in North America. Born in Lifford, County Clare, he was commissioned as an ensign into the 47th Regiment of Foot at the age of 20. He fought at the Battle of Bunker Hill (1775) and at the Battles of Saratoga during the American Revolutionary War where he was taken prisoner. By 1783 he was commanding the 24th Regiment of Foot as Lieutenant-Colonel and was appointed Commandant of Detroit in 1792. Latterly he was made Lieutenant-Governor of Plymouth and was General Officer commanding the Western District of Canada. He married Anne O'Brien by whom he had three children and died in London in 1812.

143

**CHARLES D'AGAR (PARIS 1669-1723
LONDON)**

Portrait of Cyrill Wyche, half-length, in a red coat and blue wrap, holding a parrot, within a painted oval; and Portrait of Catherine Wyche, half-length, in a young dress and blue wrap holding a basket of fruit, within a painted oval

a pair, oil on canvas

76.5 x 63.5cm (30 1/8 x 25in). (2)

£7,000 - 10,000

€7,900 - 11,000

Provenance

Sale, Sotheby's, London, 11 March 1987,
lot 38

The sitters, Cyrill (1703-1780) and Catherine (born circa 1704), were the children of Jermyn and Mary Wyche, of Hockhold Hall, Norfolk. Cyrill was High Sheriff of Norfolk in 1729. Catherine married Rev. Robert Wright, rector of Herling, Norfolk.





144



145

144

MATHIAS READ (LONDON 1669-1747 WHITEHAVEN)

A view of Whitehaven, Cumbria

oil on canvas

54 x 87.5cm (21 1/4 x 34 7/16in).

£2,000 - 3,000

€2,200 - 3,400

Provenance

The Collection of the Fermor Hesketh family, Whitehaven

145

CIRCLE OF SIR GODFREY KNELLER (LÜBECK 1646-1723 LONDON)

Portrait of a gentleman, traditionally identified as William Clayton, half-length, in a red coat with a dog

oil on canvas

102.3 x 101.2cm (40 1/4 x 39 13/16in).

£3,000 - 5,000

€3,400 - 5,600



146

146

ROBERT FREEBAIRN (LONDON 1764-1808)

A Mediterranean harbour with fishermen approaching a Martello tower
signed ' R. Freebairn' (lower right)
oil on canvas
57.1 x 77.1cm (22 1/2 x 30 3/8in).

£2,000 - 3,000
€2,200 - 3,400

Provenance

Sir William George Gilles, R.A., R.S.A., Edinburgh
The James McIntosh Patrick Collection, Scotland
His sale, Christie's, Glasgow, 26 September 1998, lot 296

147 *

ATTRIBUTED TO THOMAS MURRAY (PROBABLY SCOTLAND 1663-1735 LONDON)

Portrait of a lady, bust-length, wearing a blue and red dress,
believed to be a member of the Graves family of Mickleton Manor,
Gloucestershire
oil on canvas, oval
76.2 x 63.5cm (30 x 25in).
unframed

£2,000 - 3,000
€2,200 - 3,400

Provenance

Sidney Graves Hamilton of Kiftsgate Court, Gloucs. (according to a
label on the reverse)
With Lisburne Lane Antiques, Virginia, USA, 1997, where purchased
by the present owner



147

Two further oval portraits by Thomas Murray of Graves family members
were offered at Sotheby's 2nd November 1983, lots 19 & 20.



148



149



150

148

GERMAN SCHOOL, 18TH CENTURY

Winemakers in their cellar
oil on canvas
77.2 x 64.5cm (30 3/8 x 25 3/8in).

£2,000 - 3,000
€2,200 - 3,400

149

CIRCLE OF JAN JANSZ. WESTERBAEN THE ELDER (THE HAGUE CIRCA 1600-1686)

Portrait of a gentleman, three-quarter length, in black costume with a white lawn collar, holding a pair of gloves inscribed and dated 'Aetatis sua*: 39/ Anno 16*1' (upper left)
oil on canvas
114 x 90.8cm (44 7/8 x 35 3/4in).

£5,000 - 7,000
€5,600 - 7,900

150

ATTRIBUTED TO BALTHAZAR DENNER (HAMBURG 1685-1749 ROSTOCK)

An elderly lady playing the hurdy-gurdy with a young boy playing a flute
oil on canvas
92 x 71cm (36 1/4 x 27 15/16in).

£7,000 - 10,000
€7,900 - 11,000



151

151
CIRCLE OF JUSTUS SUSTERMANS (ANTWERP 1597-1681 FLORENCE)

Portrait of Ferdinand II de' Medici, bust-length, in black costume with the Cross of the Order of Santo Stefano
 oil on canvas, unlined
 66.3 x 51.4cm (26 1/8 x 20 1/4in).

£3,000 - 5,000
 €3,400 - 5,600

152 TP

AFTER SIR GODFREY KNELLER, 18TH CENTURY

Portrait of Barbara Villiers, Duchess of Cleveland, three-quarter-length, in black
 oil on canvas
 125.5 x 102cm (49 7/16 x 40 3/16in).

£2,000 - 3,000
 €2,200 - 3,400

The present composition follows a portrait by Sir Godfrey Kneller of circa 1705 (see NPG 427).

153

CIRCLE OF ERASMUS QUELLINUS II (ANTWERP 1607-1678)

The Penitent Magdalen
 oil on canvas
 72.2 x 50.5cm (28 7/16 x 19 7/8in).

£2,000 - 3,000
 €2,200 - 3,400



152



153



154

154

**PAOLO ANESI (ROME CIRCA
1700-CIRCA 1761)**

An extensive river landscape with a man and his mules on a country path
oil on canvas
46.1 x 61.8cm (18 1/8 x 24 5/16in).



155

£2,000 - 3,000
€2,200 - 3,400

155

**MANNER OF BERNARDO BELLOTTO,
19TH CENTURY**

An architectural *capriccio* with figures at a well
oil on canvas
60.3 x 80.3cm (23 3/4 x 31 5/8in).

£1,000 - 1,500
€1,100 - 1,700

156

**CIRCLE OF FRANCESCO GRAZIANI
(ACTIVE NAPLES AND ROME, LATE
17TH AND EARLY 18TH CENTURIES)**

A cavalry skirmish
oil on canvas
49.8 x 59.9cm (19 5/8 x 23 9/16in).
unframed



156

£2,000 - 3,000
€2,200 - 3,400



157



158

157

AFTER CLAUDE JOSEPH VERNET, LATE 18TH CENTURY

A Mediterranean port at sunset with fishermen unloading their catch, shipping at anchor in the distance
oil on canvas, unlined
54.2 x 81cm (21 5/16 x 31 7/8in).

£3,000 - 5,000
€3,400 - 5,600

The present composition is after Vernet's original work now in the Musée du Louvre, Paris, and later engraved by DeVilliers.

158

AFTER ANTONIO CANAL, CALLED IL CANALETTO, 19TH CENTURY

The Grand Canal, Venice, with the Palazzo Contarini dagli Scrigni
oil on canvas
32 x 55.4cm (12 5/8 x 21 13/16in).

£3,000 - 5,000
€3,400 - 5,600

The present composition is after Visentini's engraving of 1735, in turn after a painting by Canaletto.



159

159

CIRCLE OF ALBERTO CARLIERI (ROME 1672-CIRCA 1720)

The Triumph of Bacchus
oil on canvas
63.7 x 75.1cm (25 1/16 x 29 9/16in).

£2,000 - 3,000
€2,200 - 3,400



160

160

FRANCESCO MALAGOLI (MODENA(?) -DIED 1776)

Bunches of grapes before a landscape
a pair, oil on canvas, one unlined
35.8 x 48.5cm (14 1/8 x 19 1/8in). (2)

£3,000 - 5,000
€3,400 - 5,600



161

161

CIRCLE OF ANGELO MARIA CRIVELLI, CALLED IL CRIVELLONE (ACTIVE MILAN, DIED 1760)

Cockerels and a hen in a landscape
bears signature and date 'M. Hondecoeter 16**' (lower right)
oil on canvas
72.8 x 87.9cm (28 11/16 x 34 5/8in).

£2,000 - 3,000
€2,200 - 3,400

Provenance

Sale, Christie's, Amsterdam, 12 June 1990, lot 15 (as Follower of Melchior d'Hondecoeter)



162

162 * TP

**CIRCLE OF GIUSEPPE BONITO
(CASTELLAMMARE 1707-1789 NAPLES)**

An artists' studio
oil on canvas

110.3 x 184.6cm (43 7/16 x 72 11/16in).

£5,000 - 7,000

€5,600 - 7,900

163 * TP

**ATTRIBUTED TO PIETER MULIER
THE YOUNGER, CALLED TEMPESTA
(HAARLEM CIRCA 1637-1701 MILAN)**

Shipping in stormy seas
oil on canvas

114 x 175.2cm (44 7/8 x 69in).

£3,000 - 5,000

€3,400 - 5,600



160



163



164

BOLOGNESE SCHOOL, 17TH CENTURY

Saint John the Baptist in the Wilderness
signed with initials 'JS**** / fecit***' (on rock, lower right)
oil on copper
28.8 x 36.5cm (11 5/16 x 14 3/8in).
unframed

£5,000 - 7,000
€5,600 - 7,900



165



166

165

**STUDIO OF ALESSANDRO TURCHI, CALLED L'ORBETTO
(VERONA 1578-1649 ROME)**

Joseph and Potiphar's Wife
oil on canvas
45.2 x 55cm (17 13/16 x 21 5/8in).

£3,000 - 5,000
€3,400 - 5,600

The present composition is a studio repetition of Orbetto's original painting of *Joseph and Potiphar's Wife*, which was on the art market in Reggio Emilia in 1997 (see entry no. 32353, Fondazione Zerì).

166

**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

£7,000 - 10,000
€7,900 - 11,000

Provenance
Private Collection, France



167

167

ROMAN SCHOOL, EARLY 18TH CENTURY

A putto holding a crab beside a sleeping putto
oil on canvas
74.8 x 98cm (29 7/16 x 38 9/16in).

£2,000 - 3,000
€2,200 - 3,400



168

168

VENETO SCHOOL, 18TH CENTURY

An extensive river landscape with drovers watering their cattle in the foreground
oil on canvas
33.7 x 60.8cm (13 1/4 x 23 15/16in).
together with 'The Pieta', oil on copper, by another hand, (2)

£1,500 - 2,000
€1,700 - 2,200



169

169

FRANCESCO GRAZIANI (ACTIVE NAPLES AND ROME, LATE 17TH AND EARLY 18TH CENTURIES)

A cavalry skirmish before a landscape; and A cavalry skirmish on the banks of a river a pair, oil on canvas
20.2 x 32cm (7 15/16 x 12 5/8in). and
19.6 x 32.8cm (7 3/4 x 13in). (2)

£4,000 - 6,000
€4,500 - 6,700

170 *

**FOLLOWER OF GUIDO RENI
(CALVENZANO 1575-1642 BOLOGNA)**

The young Christ with Saint Joseph in his workshop

oil on canvas

69.9 x 77.1cm (27 1/2 x 30 3/8in).

£5,000 - 7,000

€5,600 - 7,900

171

**MANNER OF GIUSEPPE ZAIS, 20TH
CENTURY**

A river landscape with a shepherdess and her flock

oil on canvas, unlined

64.1 x 99.5cm (25 1/4 x 39 3/16in).

£3,000 - 5,000

€3,400 - 5,600



170



171



169



172



173

172 TP

ROMAN SCHOOL, 17TH CENTURY

Tulips, lilies, a sunflower and other flowers in a majolica urn with serpentine handles

oil on canvas

180 x 50cm (70 7/8 x 19 11/16in).

£6,000 - 8,000

€6,700 - 9,000

The 16th Century vase depicted in the present work was most probably made in Urbino by the Patanazzi workshop.

173

FOLLOWER OF CARLO MARATTA (CAMERANO 1625-1713 ROME)

The Rest on the Flight into Egypt

oil on canvas

41.8 x 32.7cm (16 7/16 x 12 7/8in).

£2,000 - 3,000

€2,200 - 3,400



174

174

AFTER RAFFAELLO SANZIO, CALLED RAPHAEL, 17TH CENTURY

The Madonna and Child with Saint Elizabeth and the Infant Saint John the Baptist
oil on canvas
41.2 x 32.8cm (16 1/4 x 12 15/16in).

£3,000 - 5,000
€3,400 - 5,600

The present composition is after the work now given to the Studio of Raphael or Giulio Romano now in the Musée du Louvre, Paris (inv. no. 605).

175

CIRCLE OF GUIDO RENI (CALVENZANO 1575-1642 BOLOGNA)

Saint Francis of Assisi in prayer
oil on canvas, oval, laid onto a rectangular canvas
57.8 x 45cm (22 3/4 x 17 11/16in).
unframed

£3,000 - 5,000
€3,400 - 5,600

176

GIOVANNI DOMENICO PORTA (BONETTO DI SAN MAURIZIO D'OPAGLIO 1722-1780 ROME)

Portrait of Pope Clement XIV, bust-length, in papal robes, within a painted oval
oil on copper
24.2 x 18.1cm (9 1/2 x 7 1/8in).

£2,000 - 3,000
€2,200 - 3,400

Provenance

With Historical Portraits, London, where purchased by Michael Martin, Baron Martin of Springburn, former Speaker of the House of Commons and thence by descent to the present owner



175



176



177



178



179

177

MANNER OF ABRAHAM MIGNON, 19TH CENTURY

An iris, a parrot tulip, roses and other flowers in a glass vase in a niche

oil on panel

63.4 x 52cm (24 15/16 x 20 1/2in).

£2,000 - 3,000

€2,200 - 3,400

178

ATTRIBUTED TO BARTOLOMEO LIGOZZI (BORN VERONA, ACTIVE FLORENCE CIRCA 1620)

Tulips, chrysanthemums, convolvulus and other flowers in an urn on a stone ledge

oil on canvas

64.6 x 48.6cm (25 7/16 x 19 1/8in).

£3,000 - 5,000

€3,400 - 5,600

Provenance

Sale, Hampel, Munich, 25 June 2004, lot 432

179

ADAM DE COLONIA (ROTTERDAM 1634-1685 LONDON)

The Annunciation to the Shepherds signed 'A.Colonia fecit' (lower right)

oil on canvas, oval

60.5 x 49.7cm (23 13/16 x 19 9/16in).

unframed

£3,000 - 5,000

€3,400 - 5,600



180

180

JACOBUS STORCK (AMSTERDAM 1641-1687)

A Mediterranean harbour with elegant figures boarding gondolas
oil on panel
59.1 x 82.4cm (23 1/4 x 32 7/16in).

£5,000 - 7,000

€5,600 - 7,900

Provenance

Sale, Sotheby's, London, 22 April 2009, 69 (as The Property of a Lady), where purchased by the present owner

181

JENS JUEL (GAMBORG FIGEN 1745-1802 COPENHAGEN)

Portrait of a gentleman, bust-length, in a brown coat
signed and dated 'Juel./pinxit/1786' (lower right)
oil on canvas, oval
70.2 x 54.8cm (27 5/8 x 21 9/16in).
together with a pastel Portrait of Sophie De Connick by the same hand (2)

£2,500 - 3,500

€2,800 - 3,900

Provenance

Sale, Brunn Rasmussen, Copenhagen, 1 June 1999, lot 113



181



182



183



184

182

FOLLOWER OF CAMILLO PROCACCINI (BOLOGNA 1551-1629 MILAN)

The Transfiguration
oil on canvas, laid down on panel
47.2 x 37.9cm (18 9/16 x 14 15/16in).

£2,000 - 3,000
€2,200 - 3,400

Provenance

Sale, Sotheby's, London, 18 October 1989, lot 128

183

FOLLOWER OF PROSPERO FONTANA (BOLOGNA 1512-1597)

The Madonna and Child with Angels and a donor
oil on canvas
89.7 x 68.3cm (35 5/16 x 26 7/8in).

£3,000 - 5,000
€3,400 - 5,600

184

ITALIAN SCHOOL, 17TH CENTURY

The Holy Family with the Infant Saint John the Baptist and Saint Elizabeth
oil on panel, *en grisaille*
49 x 37.8cm (19 5/16 x 14 7/8in).

£2,000 - 3,000
€2,200 - 3,400

Provenance

The Collection of the Honourable R Dawson, no. 902 (according to an inscription on the frame)

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.



185



186

185 * TP

CIRCLE OF BARTOLOMEO PASSAROTTI (BOLOGNA 1529-1592)

The Madonna and Child enthroned with Saints Francis of Assisi and Dominic
oil on panel
161.7 x 128.1cm (63 11/16 x 50 7/16in).

£5,000 - 7,000
€5,600 - 7,900

186

EMILIAN SCHOOL, 16TH CENTURY

Saint Francis of Assisi receiving the stigmata
oil on panel
82.2 x 52.4cm (32 3/8 x 20 5/8in).

£2,000 - 3,000
€2,200 - 3,400

187

FOLLOWER OF MARCELLO VENUSTI (MAZZO DI VALTELLINA 1512-1579 ROME)

The Madonna and Child with the Infant Saint John the Baptist
oil on canvas
50.2 x 41.2cm (19 3/4 x 16 1/4in).

£4,000 - 6,000
€4,500 - 6,700

Provenance

Sale, Dorotheum, Vienna, 16 April 2008, lot 204 (€24,000), where purchased by the present owner



187



188



189

188

**MARMADUKE CRADDOCK (SOMERTON
CIRCA 1660-CIRCA 1716)**

A peacock and ornamental fowl beside a lake; and Swans and other ornamental fowl beside a lake

a pair, oil on canvas

51.1 x 61.4cm (20 1/8 x 24 3/16in). (2)

£5,000 - 7,000

€5,600 - 7,900

Provenance

Collection of George J. Garburgh (according to a label on the reverse)



188

**PROPERTY FROM THE ESTATE OF THE
LATE SYLVIA GRAUCOB (LOTS 112, 113
AND 189)**

189

**BARTHOLOMEW DANDRIDGE (LONDON
1691-1755)**

Portrait of a boy, half-length, in a red coat,
with a tricorn hat under his arm, before a
landscape, within a painted oval; and Portrait
of a girl as a shepherdess, half-length, in
a white dress holding a lamb, before a
landscape, within a painted oval
a pair, oil on canvas
76.2 x 63.5cm (30 x 25in). (2)

£4,000 - 6,000
€4,500 - 6,700

Provenance

Sale, Sotheby's, London, 21 November
1979, lot 105
With the Reynolds Gallery, Plymouth, 1980,
where purchased by the present owner



189



190

OTHER PROPERTIES

190 TP

AFTER ANTOINE COYPEL, 18TH CENTURY

Zephyr and Flora

oil on canvas

79.7 x 130.4cm (31 3/8 x 51 5/16in).

£2,500 - 3,500

€2,800 - 3,900

The present lot is after Antoine Coypel's original work, now lost but known through an engraving by Benoît Audran of 1781. This lot is in the same sense as the engraving, suggesting that the present artist used the latter as his source.

191

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

Eggs cooking on a stove with asparagus, meat and mushrooms signed and dated 'Joncherie 1842' (lower right)

oil on canvas

59.6 x 73.2cm (23 7/16 x 28 13/16in).

£2,000 - 3,000

€2,200 - 3,400



191

192

CIRCLE OF JACQUES HUPIN (ACTIVE FRANCE, MID 17TH CENTURY)

A bronze urn filled with flowers alongside a silver dish on a draped table-top

oil on canvas

78.9 x 107.3cm (31 1/16 x 42 1/4in).

£2,000 - 3,000

€2,200 - 3,400



192

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.

193 TP

**CIRCLE OF FRANÇOIS BOUCHER
(PARIS 1703-1770)**

Children playing on a swing

oil on canvas

99.7 x 132.8cm (39 1/4 x 52 5/16in).

£2,000 - 3,000

€2,200 - 3,400

194

**JEAN JOSEPH XAVIER BIDAULD
(CARPENTRAS 1758-1846)**

A river landscape with figures fishing and bathing

oil on canvas

28.6 x 37.1cm (11 1/4 x 14 5/8in).

£4,000 - 6,000

€4,500 - 6,700

Provenance

Sale, Artcurial, Paris, 27 March 2015, lot 162

195

FRENCH SCHOOL, LATE 18TH CENTURY

Books on a draped table with an ink well, shells, painter's palette and a stucco head of a child

oil on canvas

54 x 65.6cm (21 1/4 x 25 13/16in).

£1,500 - 2,000

€1,700 - 2,200



193



194



195



196



197

196

**CHRISTIAN WILHELM ERNST DIETRICH (WEIMAR 1712-1774
DRESDEN)**

Figures on a country path, before ruins
signed and dated 'Dietricy 1754' (lower right)
oil on canvas
55.4 x 66.1cm (21 13/16 x 26in).

£2,000 - 3,000

€2,200 - 3,400

197

CENTRAL EUROPEAN SCHOOL, 18TH CENTURY

Portrait of a shepherd holding a flute and an *houlette*
oil on canvas
73.8 x 60.5cm (29 1/16 x 23 13/16in).

£2,000 - 3,000

€2,200 - 3,400

Provenance

Sale, Sotheby's, New York, 7 April 1989, lot 14A (Property of a New England Private Institution)

The flute and shepherd's *houlette* combined with the sitter's rather elegant attire would suggest that he may be an actor playing the part of a shepherd in a play or an Arcadian figure in the tradition of Watteau.



198

198

AFTER ABRAHAM MIGNON, CIRCA 1800

Peaches, a pear, grapes and other fruit with a goldfinch in a stone niche

oil on canvas

48.4 x 63cm (19 1/16 x 24 13/16in).

£3,000 - 5,000

€3,400 - 5,600

The present work is derived from the lower half of Abraham Mignon's original, now in the Gemäldegalerie Alte Meister, Dresden.

199

ATTRIBUTED TO MICHEL HUBERT DESCOURS (BERNAY 1707-1775)

Portrait of a lady, half-length as a shepherdess

indistinctly signed and dated '**** . pinxite 1766' (lower right)

oil on canvas

73.5 x 54.2cm (28 15/16 x 21 5/16in).

£2,500 - 3,500

€2,800 - 3,900



199



200



201

200

**ATTRIBUTED TO PHILIPP FERDINAND DE HAMILTON
(BRUSSELS 1664-1750 VIENNA)**

A fox attacking a goose and her young
oil on canvas
58.5 x 110.2cm (23 1/16 x 43 3/8in).

£4,000 - 6,000

€4,500 - 6,700

Provenance

With E. Birschler & Co., Vienna
Sale, Sotheby's, New York, 11 October 1990, lot 169
Sale, Sotheby's, Arcade, 22 July 1993, lot 172

201

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

A forest floor with a lizard, frog, snail and insects
oil on panel
36.2 x 27.2cm (14 1/4 x 10 11/16in).

£4,000 - 6,000

€4,500 - 6,700

Provenance

The Collection of Rev. Ronald Lees, Thurston Castle, Tunstall, Lancs
(according to a label on the reverse)
With Victor Brockbank, London (according to a label on the reverse)



202

202

**FOLLOWER OF JAKOB BOGDANI (EPERJES 1660-1724
FINCHLEY)**

Still life of hunting game
bears signature 'J.Bogdan*' (lower left)
oil on canvas
65.9 x 100.1cm (25 15/16 x 39 7/16in).

£4,000 - 6,000
€4,500 - 6,700

Provenance

With Bernard Bivall, London, February 1968

203 *

ALIDA WITHOOS (AMERSFOORT CIRCA 1660-1730)

A thistle, lilies and other flowers with a lizard and butterflies in a
landscape
signed 'Alij*a withoos' (lower right)
oil on canvas
68.5 x 50.5cm (26 15/16 x 19 7/8in).

£5,000 - 7,000
€5,600 - 7,900



203



204



205



206

204

CIRCLE OF WILLIAM GOUW FERGUSON (SCOTLAND CIRCA 1633-1695)

Still life of dead game
oil on canvas
76.6 x 64.1cm (30 3/16 x 25 1/4in).

£3,000 - 5,000
€3,400 - 5,600

205 *

CIRCLE OF ELIAS VAN DEN BROECK (ANTWERP 1649-1708)

A parrot tulip, poppies, roses, an iris and other flowers in a glass vase on a stone ledge
oil on canvas
71.4 x 60.1cm (28 1/8 x 23 11/16in).

£3,000 - 5,000
€3,400 - 5,600

206

JAN JOSEF HOREMANS THE ELDER (ANTWERP 1682-1759)

The signing of an oath; and Figures in a notary's office the former signed 'J. Horemans' (lower left) and the latter signed 'J. Horemans' (lower right)
a pair, oil on canvas
40 x 31.7cm (15 3/4 x 12 1/2in). (2)

£3,000 - 5,000
€3,400 - 5,600



207

207
**FOLLOWER OF ELIAS VAN DEN BROECK
 (ANTWERP 1649-1708)**

Roses, convolvulus, a tulip and other flowers in a glass vase on a stone ledge
 oil on canvas
 39.9 x 30.8cm (15 11/16 x 12 1/8in).

£2,000 - 3,000
 €2,200 - 3,400

Provenance
 With Salomon Pynappel, London, 1960, where purchased by the present owner's father

208
**CIRCLE OF SIMON PIETERSZ. VERELST
 (THE HAGUE 1644-1721 LONDON)**

Tulips, Roses and other flowers in a glass vase on a table-top
 oil on canvas
 47.2 x 36.8cm (18 9/16 x 14 1/2in).

£3,000 - 5,000
 €3,400 - 5,600

Provenance
 Private Collection, UK, since the 1970s

The present work follows an early still life by Simon Verelst which was with Galerie David Koetser, Zurich in 1993.



208



206



209

**ATTRIBUTED TO PIER FRANCESCO CITTADINI
(1616-1681 BOLOGNA)**

A bronze urn filled with flowers beside a parrot and a monkey on a

pedestal

oil on canvas

86.5 x 116cm (34 1/16 x 45 11/16in).

£5,000 - 7,000

€5,600 - 7,900



210

210

ATTRIBUTED TO ALEXANDRE JEAN NOEL (BRIE-COMTE-ROBERT 1752-1834 PARIS)

A moonlit harbour scene
oil on canvas
63.2 x 76.4cm (24 7/8 x 30 1/16in).

£2,000 - 3,000
€2,200 - 3,400

211 * TP

AFTER ANTOINE COYPEL, 18TH CENTURY

Leda and the Swan
oil on canvas
130.5 x 103.2cm (51 3/8 x 40 5/8in).

£5,000 - 7,000
€5,600 - 7,900

Provenance

Sale, Christie's, New York, 5 February 2003, lot 312

The present composition is after the original by Coypel, location unknown, but known from an engraving by Bernard Picart in the Bibliothèque National, Paris and a preparatory drawing for the original in the Ashmoleum Museum, Oxford.



211



212



213

212

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

Elegant figures in a notary's office; and
Elegant figures in a library
the former signed 'J. Horemans' (lower left)
and the latter signed 'J.Horemans' (lower
right)

a pair, oil on canvas

47.3 x 57cm (18 5/8 x 22 7/16in). (2)

£3,000 - 5,000

€3,400 - 5,600



212

213

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

A still life of a dead hare, two kingfishers and two further birds by a hunter's shoulder bag in an extensive landscape; and A dead mallard, partridge, woodpecker, bullfinch and goldfinch in an extensive landscape a pair, oil on canvas

84.2 x 67.5cm (33 1/8 x 26 9/16in). (2)

£4,000 - 6,000
€4,500 - 6,700

Provenance

The Collection of Baron Suffield, Gunton Park, Norfolk
Sold by the Trustees of the Gunton Park Estate at Irelands, Hanworth, Norfolk, 16, 17, 25 and 26 September 1980, lot 1679
Art market, London 1980, where purchased by present owner



213



214



215

214 ^{TP}

**FOLLOWER OF FRANCESCO
ZUCCARELLI (PITIGLIANO 1702-1788
FLORENCE)**

An extensive river landscape with figures resting on a country path, a view to a village in the distance
oil on canvas
139 x 189cm (54 3/4 x 74 7/16in).

£6,000 - 8,000
€6,700 - 9,000

215

**CIRCLE OF GASPARO LOPEZ (NAPLES
1650-1732 FLORENCE)**

Tulips, roses, poppies and other flowers in a terracotta vase, in a landscape; and Roses, tulips, convolvulus and other flowers in a bronze urn, in a landscape
a pair, oil on canvas
36.5 x 24.1cm (14 3/8 x 9 1/2in). (2)

£4,000 - 6,000
€4,500 - 6,700



216

216

**CIRCLE OF JOHANN ANTON EISMANN
(SALZBURG 1604-1698 VENICE)**

A Mediterranean portrait with a gentleman
on horseback on the quay, a view to a village
beyond

oil on canvas

88.8 x 118.2cm (34 15/16 x 46 9/16in).

£5,000 - 7,000

€5,600 - 7,900



215



217



218

217

**FOLLOWER OF JOHAN ANTON
RICHTER, CALLED GIOVANNI RICHTER
(STOCKHOLM 1665-1745 VENICE)**

The Bacino di San Marco, Venice; and San
Michele in Isola, Venice
a pair, oil on canvas
48.8 x 80.4cm (19 3/16 x 31 5/8in). (2)

£4,000 - 6,000
€4,500 - 6,700

Provenance

With Frost and Reed, London (according to a
label on the reverse)

218

**JEAN-PIERRE GRANGER
(PARIS 1779-1840)**

Bacchus and Ariadne
oil on canvas
36.4 x 28.4cm (14 5/16 x 11 3/16in).

£3,000 - 5,000
€3,400 - 5,600



217

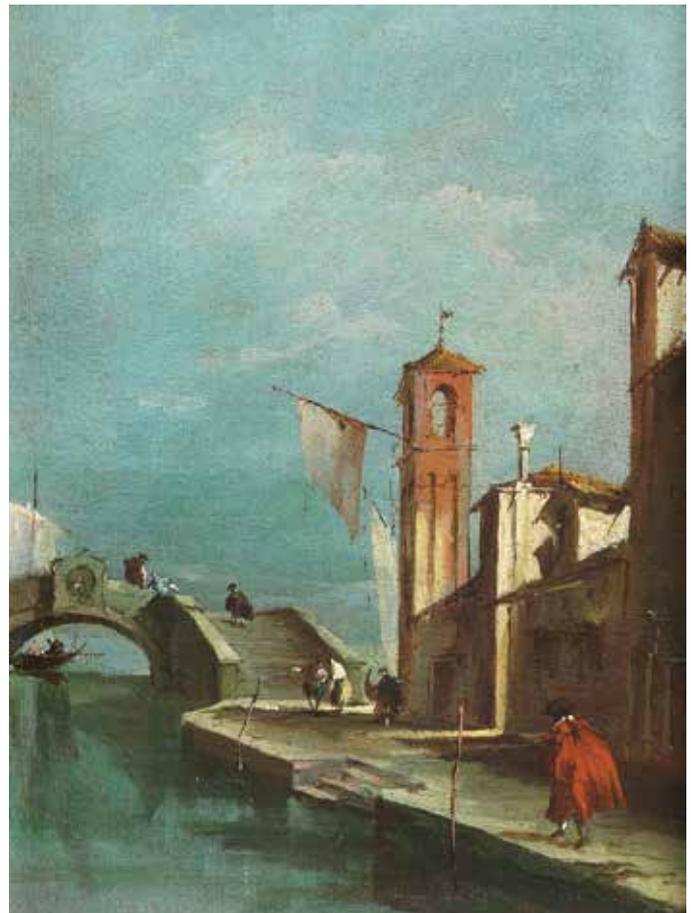
219

**AFTER FRANCESCO GUARDI, LATE
19TH CENTURY**

A venetian *capriccio* with figures on a bridge
in the distance
oil on canvas
22.8 x 17.5cm (9 x 6 7/8in).

£2,000 - 3,000
€2,200 - 3,400

The present composition is after Francesco
Guardi's *capriccio* previously in the collection
of Fauchier-Magnan, Paris (see A. Morassi,
Guardi, Venice, 1973, vol II, ill. pl. 776).



219



220



221



222

220

LOUIS NICOLAS VAN BLARENBERGHE (LILLE 1716-1794 FONTAINEBLEAU)

Market stalls at a port
signed and dated 'v. Blarenberghe 1756' (on lintel, upper right)
oil on canvas
87 x 61cm (34 1/4 x 24in).

£4,000 - 6,000
€4,500 - 6,700

221

JANUARIUS JOHANN RASSO ZICK (MUNICH 1730-1797 EHRENBREITSTEIN)

Christ and the Woman of Samaria
signed 'JA: ZICK i***/ ** ***' (on stone, lower right)
oil on canvas
43.5 x 33.4cm (17 1/8 x 13 1/8in).

£4,000 - 6,000
€4,500 - 6,700

222

MANNER OF EMANUEL DE WITTE, LATE 18TH CENTURY

Figures in a church interior
oil on panel
36.7 x 27.4cm (14 7/16 x 10 13/16in).

£3,000 - 5,000
€3,400 - 5,600



223

223
**JOHANN CONRAD SEEKATZ (GRÜNSTADT 1719-1768
 DARMSTADT)**

The Flight into Egypt
 oil on panel
 26.4 x 36cm (10 3/8 x 14 3/16in).

£2,000 - 3,000
 €2,200 - 3,400

Provenance
 Sale, Weinmüller, Munich, 23-25 June 1965, lot 1450

224
**ATTRIBUTED TO AERT SCHOUMAN (DORDRECHT 1710-1792
 THE HAGUE)**

A mynah bird, an imaginary mountainous landscape beyond
 oil on canvas
 36.2 x 32.2cm (14 1/4 x 12 11/16in).

£3,000 - 5,000
 €3,400 - 5,600

Provenance
 Reputedly gifted to Emma Caroline Oldland in the mid 19th century
 by a 'Lady FitzHardinge'
 Private Collection, UK

The 'Lady FitzHardinge' who gifted the painting was probably
 Charlotte, Lady FitzHardinge of Bristol, née Lady Charlotte Reynolds-
 Moreton (1806-1881), daughter of Thomas Reynolds-Moreton,
 1st Earl of Ducie. Charlotte married Admiral Maurice Frederick
 FitzHardinge Berkeley, 1st Baron FitzHardinge of Bristol in 1834
 and resided at Cranford Park at the same time as Emma and Henry
 Oldland when Henry was gardener there. A seal is attached to the
 reverse of the painting which depicts the arms of the Earl of Berkeley.
 If this had belonged to the present painting it would suggest a
 further earlier provenance via Admiral Maurice to his father, Frederick
 Augustus Berkeley, 5th Earl of Berkeley (1755-1810).



224



225



226

225

DUTCH SCHOOL, 18TH CENTURY

A figure smoking a pipe in a barn interior
 signed and date '*Flachs.B**n/ 1739' (on box, lower right)
 oil on canvas
 70.5 x 85.7cm (27 3/4 x 33 3/4in).

£3,000 - 5,000
 €3,400 - 5,600

226

ATTRIBUTED TO MATTHYS NAVEU (LEIDEN 1647-CIRCA 1721 AMSTERDAM)

A doctor attending to a swollen foot
 bears signature 'C.TROOST' (lower right)
 oil on panel
 38.8 x 50.5cm (15 1/4 x 19 7/8in).

£2,000 - 3,000
 €2,200 - 3,400

Works on paper

227

**CIRCLE OF GAUDENZIO FERRARI
(VALDUGGIA CIRCA 1484-1546 MILAN)**

Study for a figure of Minerva
black chalk, brown wash heightened with
white on brown paper, laid down on canvas
25.6 x 12.5cm (10 1/16 x 4 15/16in).

£700 - 1,000
€790 - 1,100

Provenance

Wolfhart F.Bürgi, St Gallen (Frits Lugt 3400)
Sale, Phillips, London, 3 July 1996, lot 125A,
where purchased by the present owner

The figure appears to be based on Fra
Bartolommeo's painting in the collection of
the Louvre, Paris of *Minerva standing in a
niche*.

228

**CIRCLE OF FRANCESCO SALVIATI
(FLORENCE 1510-1562 ROME)**

A woman carrying a basket on her head
pen and brown ink and wash, heightened
with white, on blue paper
18.6 x 12.5cm (7 5/16 x 4 15/16in).

£700 - 1,000
€790 - 1,100

Provenance

Lord Milford (1744-1823) (Frits Lugt 2687)

229

**CIRCLE OF THE TIEPOLO FAMILY
(ACTIVE VENICE 18TH CENTURY)**

The Madonna
black and white chalk on blue paper
51 x 38.6cm (20 1/16 x 15 3/16in).

£2,500 - 3,500
€2,800 - 3,900



227



228



229



230

**ATTRIBUTED TO CESARE GENNARI (CENTO 1637-1688
BOLOGNA)**

Portrait of Guercino, bust-length surrounded by 16 drawings of
varying subjects

extensively inscribed (on verso)

red chalk on paper

central drawing 22.7 x 15.1cm. (9 x 6in.) (17)

laid onto a larger sheet, overall size 60.2 x 40cm (23 11/16 x 15
3/4in).

£5,000 - 7,000

€5,600 - 7,900

231

**ATTRIBUTED TO GIOVANNI BATTISTA CASTELLO
(GENOA 1547-1637)**

Ecce Homo

gouache on card laid down on board

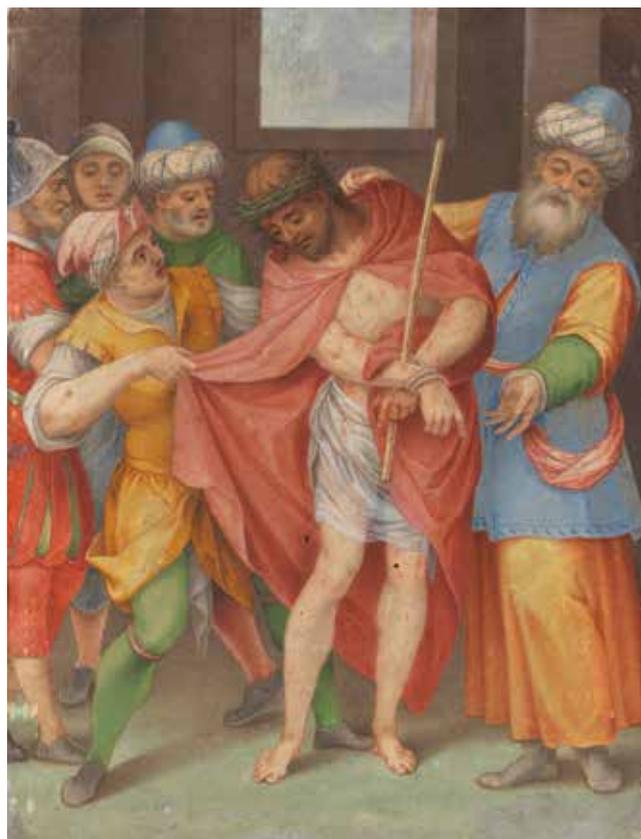
22.6 x 17.7cm (8 7/8 x 6 15/16in).

£5,000 - 7,000

€5,600 - 7,900

Exhibited

Italy, Esposizione Nazionale di Belle Arte, 1880, no. 163, as Guido Reni (according to a label on the reverse)



231

232

AFTER TIZIANO VECELLIO, CALLED TITIAN, 18TH CENTURY

Saint Roch

inscribed and scored out '20/ *Titian/**la pena del ****' (on verso)
red chalk and black chalk, pen and brown ink on paper, corners
trimmed

39.6 x 25.7cm (15 9/16 x 10 1/8in).

£4,000 - 6,000

€4,500 - 6,700

Provenance

C. Ridolfi (according to a collector's stamp on the mount)

The present composition is based on the central section of a
woodcut, designed by Titian, initially commissioned by the Scuola di
San Rocco in 1516 (see BM 1860,0414.140).



232



233

233

FRANCIS COTES (LONDON 1726-1770)

Portrait of George Keppel, 3rd Earl of Albemarle
signed and dated 'F Cotes Pixt 1755' (upper right)
pastel on paper
60.7 x 45.5cm (23 7/8 x 17 15/16in).

£2,000 - 3,000

€2,200 - 3,400

Provenance

Commissioned by the sitter and thence by family descent until
Sale, Sotheby's, London, 23 November 2006, lot 183 (as General
William Keppel)

Literature

F. Duleep Singh, *Portraits in Norfolk houses*, Norwich, 1927-28, vol.
II, p.152, no. 29
E.F. Johnson, *Francis Cotes. Complete Edition*, Oxford, 1976,
rejected cat. no. 28
S. Keppel, *Three brothers at Havana, 1762*, Salisbury, 1981, ill. (as of
Albemarle, 1765)
J. Barclay, *Havana: Portrait of a City*, London, 1995, p. 106, ill (as of
Albemarle)
N. Jeffares, *Dictionary of pastellists before 1800*, London, 2009, p. 131
N. Jeffares, *Dictionary of pastellists before 1800*, online, J.243.109, ill.

The present work is after a lost original by Sir Joshua Reynolds,
known through an engraving by Edward Fisher (see: NPG D7197).

234

CIRCLE OF JEAN MARC NATTIER (PARIS 1685-1766)

Portrait of the Princesse de Beauveau, née Sophie Charlotte de la
Tour D'Auvergne, bust-length, in a blue dress
pastel on paper
40.5 x 32.2cm (15 15/16 x 12 11/16in).

£2,000 - 3,000

€2,200 - 3,400

Provenance

With Richard J. Collins, New York, 1981
Sale, Phillips, London, 6 April 1995, lot 193

Literature

N. Jeffares, *Pastellists Before 1800*, London, 2006, p. 388, ill.
N. Jeffares, *Pastellists Before 1800*, online, cat. no. J.554.126

A version by Jean-Marc Nattier, signed and dated, was offered at
Drouot, Paris, 12 December 1988, lot 14.



234



235



235

235

JOHN RUSSELL RA (GUILDFORD 1745-1806 HULL)

Portrait of Charles Elliott (1752-1826), bust-length, in a blue coat; and Portrait of his wife Eling Venn, bust-length in a black dress with a white shawl the latter signed and dated 'J. Russell R.A. pt/ 1789' (centre right, the J and R in ligature) a pair, pastel on paper, ovals 59.4 x 44cm (23 3/8 x 17 5/16in). and 59.8 x 44cm (23 1/2 x 17 1/4in). (2)

£2,000 - 3,000
€2,200 - 3,400

Provenance

By family descent to Charles Henry Venn Elliott
By whom sold, Christie's, London, 14 July 1987, lot 148
With Simon Dickinson, London

Literature

G.C. Williamson, *John Russell R.A.*, London, 1894, pp. 44 and 142, no. 3
N. Barton, 'Rise of a Royal Furniture Maker', in *Country Life*, 10 February 1966, p. 293
N. Jeffares, *Dictionary of pastellists before 1800*, London, 2006, p. 452, ill.
N. Jeffares, *Dictionary of pastellists before 1800*, online, J.64.1486 and J.64.1487

236

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

Portrait of Sir Hugh Owen, three-quarter-length, in yellow and blue costume, in a landscape with his Newfoundland dog signed, inscribed and dated 'This Portrait/ must be kept from the Sun & Damp/ T.Lawrence pinxt./ 1786' (on a label on the reverse) and inscribed 'HUGH OWEN/ BART' (on dog's collar) pastel on paper, oval 32.7 x 27.7cm (12 7/8 x 10 7/8in).

£2,000 - 3,000
€2,200 - 3,400



236



237

JOHN SELL COTMAN (NORWICH 1782-1842 LONDON)

Rouen

pencil, pen and ink and watercolour on paper
23.8 x 18.5cm (9 3/8 x 7 5/16in).

£6,000 - 8,000

€6,700 - 9,000

Provenance

The Collection of Mrs. Haldimand (as part of an album, formed in 1826, with assistance from the artist George Fennel Robson)

Her estate sale, Christie's, London, 21 June 1861, lot 80, as 'the celebrated album of drawings by all the most celebrated painters living in the year 1826', where purchased by

With Agnew's, London

With Vokins, Gallery, London, where reacquired by

The Haldimand Collection, by whom sold

Sale, Christie's, London, 18 March 1980, lot 216

Sale, Christie's, London, 9 July 2009, lot 648

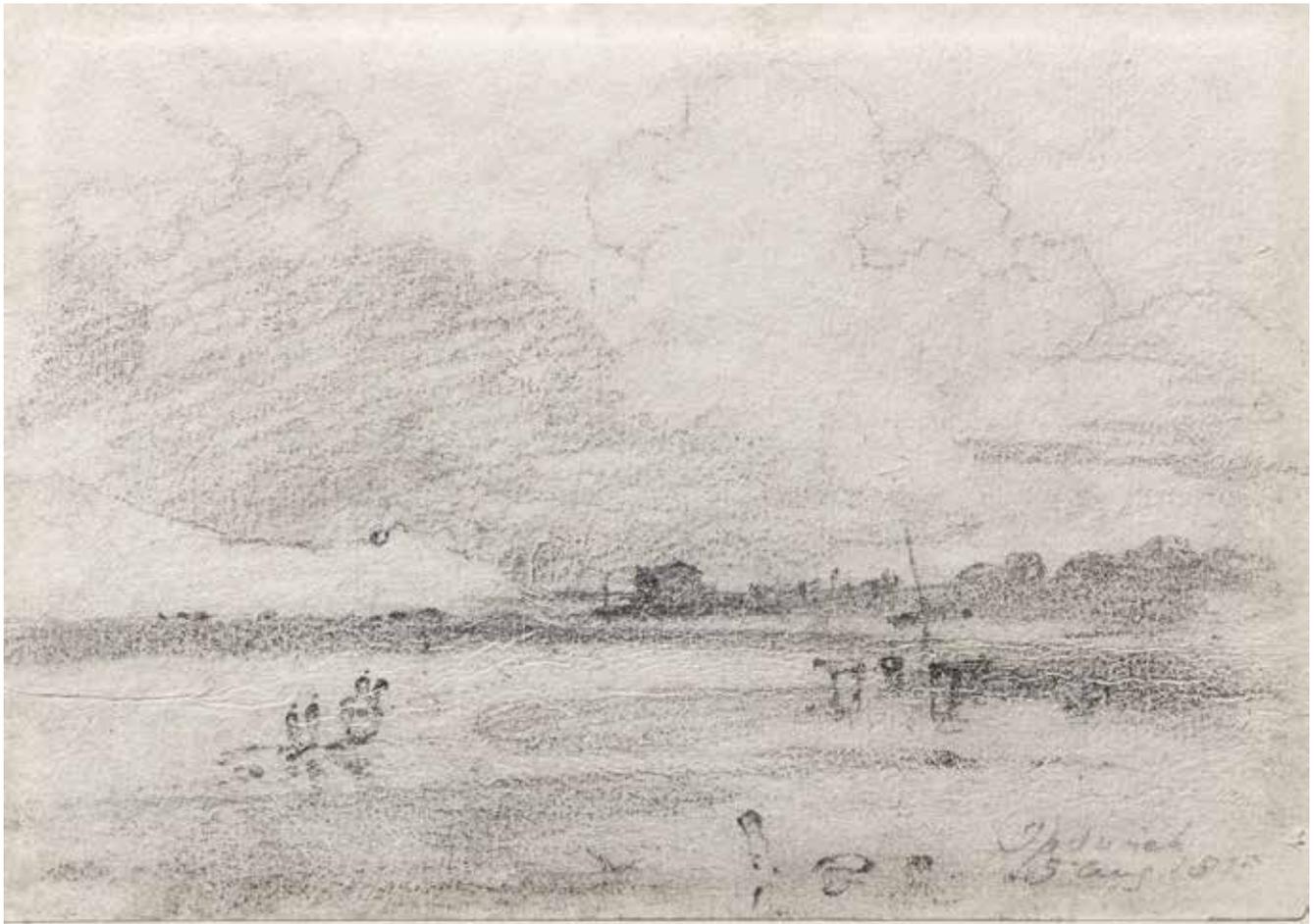
Exhibited

London, Vokins Gallery, 1883

London, Dulwich Picture Gallery, *Cotman in Normandy*, 10 October 2012- 13 January 2013, cat. no. 35

Literature

T. Wilcox, *Cotman in Normandy*, London, 2012, exh. cat. ill. p. 99 and on the back cover



238

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

View on the Orwell near Ipswich
inscribed and dated 'Ipswich/5 Aug 1815' (lower right)
pencil on laid paper
14.3 x 20.6cm (5 5/8 x 8 1/8in).
with a second landscape sketch verso

£5,000 - 7,000
€5,600 - 7,900

Provenance

Seago Collection, UK, by whom offered
Sale, Christie's, London, 8 June 1976, lot 172
Collection of William Jenkins Esq, and thence by descent to the
present owner

Literature

G. Reynolds, *The Early Paintings and Drawings of John Constable*,
New Haven and London, p.207, nos. 15.14, 15.15, ill., pl. 1225

Constable made another study on the same day: *Shipping near Ipswich*, now in the collection of the Victoria and Albert Museum, London (inv. no. 308-1888), was part of the large bequest made to the museum by Minna Constable, the artist's daughter. Both drawings were sketched while Constable was returning from visiting the Rev. F.H. Barnwell at Brightwell where he painted the small oil painting of *Brightwell Church and Village* now in the collection of Tate Britain (inv. no. 3121).

When the present drawing was offered at Christie's in 1976 it came from the property of a Mr Seago. Edward Seago (1910-1974) was a Norwich-born landscape artist whose paintings of East Anglian waterways, characterized by low horizons and billowing skies, show a clear debt to Constable and it seems very likely that he was the previous owner of this atmospheric pencil sketch.



239

239

DAVID COX (BIRMINGHAM 1783-1859)

A windmill in a landscape
signed 'David Cox.' (lower left)
pencil and watercolour on paper
26.7 x 36.2cm (10 1/2 x 14 1/4in).

£800 - 1,200

€900 - 1,300

Provenance

Sale, Christie's, London, 6 June 2002, lot 32
With Lowell Libson Ltd., London (according
to a label on the reverse)
Private Collection, UK

Exhibited

London, Spink-Leger Pictures, 'Air and
distance, storm and sunshine', *Paintings,
watercolours and drawings by David Cox,*
3-26 March 1999, no. 19



240

240

THOMAS ROWLANDSON (LONDON 1756-1827)

How to Make the Least of a Horse
signed and numbered 'T. Rowlandson. 6.'
(lower right) and inscribed 'The least of him'
(lower left)

pen and grey ink and watercolour
9.4 x 14.6cm (3 11/16 x 5 3/4in).

together with *Travellers at a tollgate*, by the
same hand (14.5 x 22.2cm) (2)

£1,000 - 1,500

€1,100 - 1,700

Provenance

Collection of Thomas Grego
With Spink, London (according to a label on
the reverse)
Private Collection, UK

Engraved

Geoffrey Gambado, 1808



241

241

FRANCIS TOWNE (ISLEWORTH 1739-1816)

The Breidden Hills going from Shrewsbury to Welshpool inscribed, signed and dated 'Malagolean Hills going/ from Shrewsbury to Welch Pool/ august 24th 1810, morning light/ from the left hand/ Francis Towne' (on verso)
pencil, pen and ink and watercolour on paper
16.9 x 25.4cm (6 5/8 x 10in).

£2,000 - 3,000
€2,200 - 3,400

Provenance

Francis Towne, by whom bequeathed in 1816 to James White, Exeter (1744–1825), by whom bequeathed to John Herman Merivale (1779–1844) and thence by descent to his granddaughters Maria Sophia Merivale (1853–1928) and Judith Ann Merivale (1860–1945), by 1915 (within a sketchbook)
Mr and Mrs Sutton, New Zealand, before 1963, by whom sold to With The Fine Art Society, London, 1964, by whom sold to Joseph Hawksley Elliot, Sheffield and thence by descent to his daughter, by whom offered Sale, Christie's, London, 14 March 1978, lot 92, where purchased by With Leger Galleries, London
Sale, Sotheby's, London, 14 April 1994, lot 465
With Leger Galleries, London, 1994
Private Collection, UK

Literature

R. Stephens, '1810 Sketchbook', in *A Catalogue Raisonné of Francis Towne (1739-1816)*, London, 2016, online, cat. no. FT690



242

242

THOMAS ROWLANDSON (LONDON 1756-1827)

The Medway
pencil, pen and ink and watercolour on paper
27.7 x 43.5cm (10 7/8 x 17 1/8in).

£800 - 1,200

€900 - 1,300

Provenance

With Leger Galleries, London, 1974
(according to a label on the reverse)
Private Collection, UK



243

243

THOMAS ROWLANDSON (LONDON 1756-1827)

The East front of Hampton Court
pencil, pen and ink and watercolour on paper
27.8 x 42.3cm (10 15/16 x 16 5/8in).

£1,000 - 1,500

€1,100 - 1,700

Provenance

With Lowell Libson, London (according to a label on the reverse)
Private Collection, UK



244

244

THOMAS ROWLANDSON (LONDON 1756-1827)

A game of billiards
pen and ink and watercolour
11.4 x 18.8cm (4 1/2 x 7 3/8in).

£1,500 - 2,000

€1,700 - 2,200

Provenance

Mrs Caroline Scott, 1858
With Spink, London (all according to a label on the reverse)
Private Collection, UK



245

245

THOMAS ROWLANDSON (LONDON 1756-1827)

Taking a Bribe
pencil, pen and ink and watercolour on paper, *tondo*
32.9cm (12 15/16in). diameter

£1,500 - 2,000

€1,700 - 2,200

Provenance

Henry Harris, 1925
Desmond Coke, UK, by 1928
Coke sale, Sotheby's, London 21 July 1931, lot 104
Joseph Wiedner
P.A.B Wiedner III, 1983
With Leger Galleries, London, 1994 (according to a label on the reverse)
Private Collection, UK

Exhibited

London, Lowell Libson Ltd, *Beauty and the Beast: A Loan Exhibition of Works by Rowlandson from British Private Collections*, 22 October - 23 November 2007, cat. no. 25

Literature

D. Coke, *Confessions of an incurable collector*, London, 1928, ill. pl. 34

L. Libson et al, *Beauty and the Beast: A Loan Exhibition of Works by Rowlandson from British Private Collections*, exh. cat., London, 2007, no. 25, ill.

The present work belongs to a small series of large circular sporting and gambling drawings made between 1795 and 1818, and were likely intended for the decoration of screens.



246



247

246

THOMAS ROWLANDSON (LONDON 1756-1827)

A view of Oakhampton town from the castle signed and dated 'Rowlandson 1795' (lower right) pencil, pen and grey ink and watercolour on paper 23.8 x 37.6cm (9 3/8 x 14 13/16in).

£1,500 - 2,000

€1,700 - 2,200

Provenance

With Spink, London (according to a label on the reverse)
Private Collection, UK

Lots 247-251 come by descent from Robert Hawthorn Kitson who, like his step-cousin the Leeds architect Sydney D. Kitson, was a keen collector of Cotman's works. (S.D. Kitson published his monograph on the artist in 1937 and bequeathed his collection to Leeds City Art Gallery).

247

JOHN SELL COTMAN (NORWICH 1782-1842 LONDON)

South Burlingham Church, the tower seen from the north signed in ink and numbered '517 Cotman' (lower left) pencil on wove paper 25.3 x 19.8cm (9 15/16 x 7 13/16in).

£1,500 - 2,000

€1,700 - 2,200

Provenances

Robert Hawthorn Kitson, and by descent to the present owner

Exhibited

Walker's Galleries, London, 1926, no.13

A copy by Lady Palgrave, dated April 1813, was in the Dawson Turner collection in 1926.



248



249

248

JOHN SELL COTMAN (NORWICH 1782-1842 LONDON)

A man seated on a fortified building signed 'J.S.Cotman' and numbered '1123' (lower left), and stamped 'COTMAN, KING'S COLLEGE/LONDON' and further numbered '1837 2080' (lower right) pencil on wove paper 21 x 28cm (8 1/4 x 11in). and another drawing by the same hand of a boat by a round tower, signed and inscribed 'Cotman/Kings College' (lower right) 15.2 x 23.2 cm (6 x 9 1/8 in). (2)

£1,500 - 2,000
€1,700 - 2,200

Provenances

Robert Hawthorn Kitson, and by descent to the present owner

Partly on the recommendation of Turner, Cotman was appointed Master of Landscape Drawing at King's College School in London in 1834 and his son Miles joined him two years later as his assistant. Many of his drawings bear inventory numbers as they formed part of a circulating library that was sent round his pupils to be copied.

249

JOHN SELL COTMAN (NORWICH 1782-1842 LONDON)

Pull's Ferry, Norwich partial signature 'Cotman' (lower left) and inscribed 'Norwich' (lower right) pencil on wove paper 22.7 x 29cm (8 15/16 x 11 7/16in).

£1,500 - 2,000
€1,700 - 2,200

Provenance

Robert Hawthorn Kitson, and by descent to the present owner

Pull's Ferry on the River Wensum was a medieval watergate; French stone used in the construction of Norwich Cathedral was brought in by river and was transported directly to the site via a canal that originally ran under the arch.



250

250

JOHN SELL COTMAN (NORWICH 1782-1842 LONDON)

Chedgrave Church
signed, inscribed and numbered '1967/
Chedgrave Church Norfolk J.S.Cotman'
(lower left)
pencil on wove paper
19.8 x 25.6cm (7 13/16 x 10 1/16in).

£1,000 - 1,500
€1,100 - 1,700

Provenance

Robert Hawthorn Kitson, and by descent to the present owner

Exhibited

Walker's Galleries, London, 1926, no.45

Engraved

J. Greig, for *Excursions through Norfolk*, 1819

All Saints Chedgrave is largely unchanged in appearance today, but a flint porch now covers the Norman doorway on the south side. A copy of the present drawing by Lady Palgrave, dated May, 1813, was in the Dawson Turner collection in 1926.



251

251

JOHN SELL COTMAN (NORWICH 1782-1842 LONDON)

An ox cart on a Norman bridge
signed 'J.S.Cotman' (lower left) and
numbered '1855' (lower right)
pencil on wove paper
22.8 x 32cm (9 x 12 5/8in).

£1,500 - 2,000
€1,700 - 2,200

Provenances

Robert Hawthorn Kitson, and by descent to the present owner

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HEERMAN WITMONT (DEFLT CIRCA 1605-CIRCA 1683)

Shipping in a rough sea, a penschilderij
signed 'HWITMONT' (on spar, lower right)

pen, ink and oil on panel
43.2 x 57.8cm (17 x 22 3/4in).

£12,000 - 18,000 *

Bonhams

AUCTIONEERS SINCE 1793



The Marine Sale

Montpelier Street, London | 17 October 2018

ENQUIRIES

+44 (0) 20 7393 3865
leo.webster@bonhams.com
bonhams.com/marine

JOHN CLEVELEY THE ELDER
(SOUTHWARK CIRCA 1712-1777 DEPTFORD)
H.M.S. *Tryall* in three positions off Antigua
£60,000 - 80,000 *

A full-length portrait of a man in 18th-century attire. He wears a tall, black, feathered hat, a green and brown checkered jacket over a white waistcoat and a white cravat with a red sash. He holds a riding crop in his right hand. The background is a soft, hazy landscape.

Bonhams

AUCTIONEERS SINCE 1793

The Sporting Sale

Edinburgh | Wednesday 24 October

ENTRIES NOW INVITED

Closing date Monday 10 September

ENQUIRIES

0131 240 2296
sportingart@bonhams.com
bonhams.com

CIRCLE OF SIR HENRY RAEBURN RA (BRITISH, 1756-1823)

Portrait of John Campbell of Saddell
£40,000 - 60,000 *

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*, 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 £175,000 of the *Hammer Price*
20% from £175,001 to £3,000,000 of the *Hammer Price*
12.5% from £3,000,001 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*.

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

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

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

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

8. VAT

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

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

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

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

9. PAYMENT

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

Bonhams' preferred payment method is by bank transfer.

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

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

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

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

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

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

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

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

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

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

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

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 'SS8' 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.

Olt 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;	9.3.3	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.	10.10	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;	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.	10.11	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	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.	10.12	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.	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.	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.	10	MISCELLANEOUS		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.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.

- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.

4 COLLECTION OF THE LOT

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

- 4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.

- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.

- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.

- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	9.3 Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1 If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):		9.3.1 the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1 to terminate this agreement immediately for your breach of contract;	7.4	9.3.2 it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2 to retain possession of the <i>Lot</i> ;		
7.1.3 to remove, and/or store the <i>Lot</i> at your expense;	8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4 You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1	9.5 If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.1	9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.6 to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.2	9.7 If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.7 to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.3	9.8 Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.4	
7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2	10 OUR LIABILITY
7.1.10 on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.1	10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.11 refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2.2	10.2 Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.2 You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9	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	10.2.2 changes in atmospheric pressure; nor will we be liable for:
	9.2	10.2.3 damage to tension stringed musical instruments; or
	9.2.1	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	
	9.2.3	

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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California & American Paintings

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Furniture

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European Sculptures & Works of Art

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Sale title: Old Master Paintings		Sale date: Wednesday 24 October 2018													
Sale no. 24649		Sale venue: Knightsbridge													
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