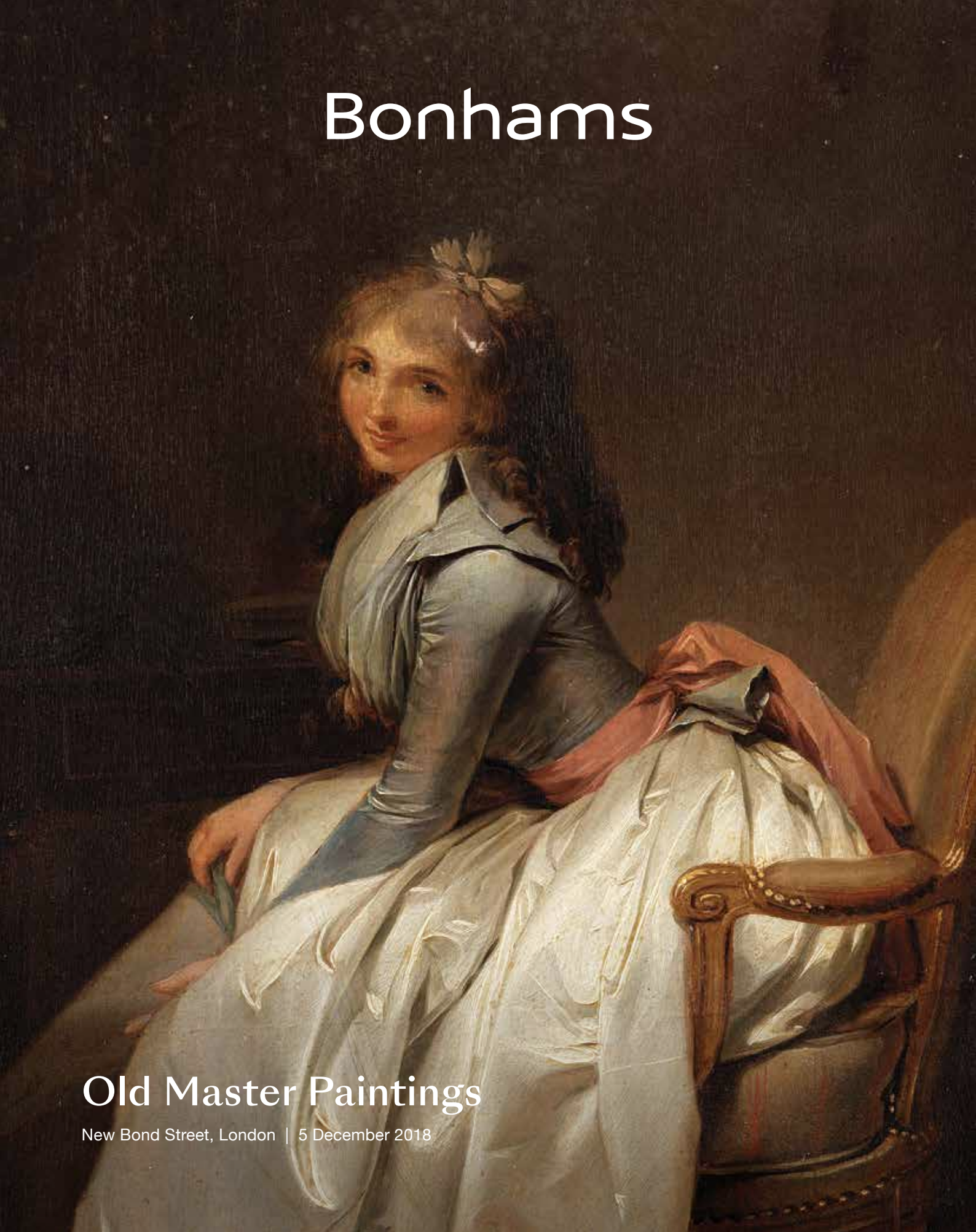


# Bonhams



Old Master Paintings

New Bond Street, London | 5 December 2018





# Specialists for this auction

---

## Europe

---



Andrew McKenzie  
Director, Head of Department, London

Caroline Oliphant  
Group Head of Pictures, London

Lisa Greaves  
Department Director  
and Head of Sale, London



Poppy Harvey-Jones  
Specialist, London

Bun Boisseau  
Junior Cataloguer, London

Brian Koetser  
Consultant, London

## North America

---



Mark Fisher  
Director, European Paintings, Los Angeles

Madalina Lazen  
Senior Specialist, European Paintings, New York

# Old Master Paintings

New Bond Street, London | Wednesday 5 December 2018 at 2pm

## VIEWING

Sunday 2 December, 11am - 5pm  
Monday 3 December 9am - 4.30pm  
Tuesday 4 December, 9am - 4.30pm  
Wednesday 5 December, 9am - 12pm

## SALE NUMBER

24651

## CATALOGUE

£25.00

## BIDS

+44 (0) 20 7447 7447  
+44 (0) 20 7447 7401 fax  
To bid via the internet please visit  
[www.bonhams.com](http://www.bonhams.com)

Bidding by telephone will only be accepted on lots with a lower estimate in excess of £1,000.

Please note that bids should be submitted no later than 4pm on the day prior to the sale. New bidders must also provide proof of identity when submitting bids. Failure to do this may result in your bid not being processed.

## Live online bidding is available for this sale

Please email [bids@bonhams.com](mailto:bids@bonhams.com) with 'live bidding' in the subject line 48 hours before the auction to register for this service.

## ENQUIRIES

### Specialists

Andrew McKenzie  
+44 (0) 20 7468 8261  
[andrew.mckenzie@bonhams.com](mailto:andrew.mckenzie@bonhams.com)

Caroline Oliphant  
+44 (0) 20 7468 8271  
[caroline.oliphant@bonhams.com](mailto:caroline.oliphant@bonhams.com)

Lisa Greaves  
+44 (0) 20 7468 8325  
[lisa.greaves@bonhams.com](mailto:lisa.greaves@bonhams.com)

Poppy Harvey-Jones  
+44 (0) 20 7468 8308  
[poppy.harvey-jones@bonhams.com](mailto:poppy.harvey-jones@bonhams.com)

Bun Boisseau  
+44 (0) 20 7468 8307  
[alexander.boisseau@bonhams.com](mailto:alexander.boisseau@bonhams.com)

### Consultant

Brian Koetser

## CUSTOMER SERVICES

Monday to Friday  
8.30am to 6pm  
+44 (0) 20 7447 7447

Please see back of catalogue for important notice to bidders

## ILLUSTRATIONS

Front cover: Lot 77 (detail)  
Back cover: Lot 44  
Inside front cover: Lot 69 (detail)  
Inside back cover: Lot 72 (detail)

## IMPORTANT INFORMATION

**The United States Government has banned the import of ivory into the USA. Lots containing ivory are indicated by the symbol  $\Phi$  printed beside the lot number in this catalogue.**

## REGISTRATION IMPORTANT NOTICE

Please note that all customers, irrespective of any previous activity with Bonhams, are required to complete the Bidder Registration Form in advance of the sale. The form can be found at the back of every catalogue and on our website at [www.bonhams.com](http://www.bonhams.com) and should be returned by email or post to the specialist department or to the bids department at [bids@bonhams.com](mailto:bids@bonhams.com)

To bid live online and / or leave internet bids please go to [www.bonhams.com/auctions/24651](http://www.bonhams.com/auctions/24651) and click on the Register to bid link at the top left of the page.



## Bonhams 1793 Limited

Registered No. 4326560  
Registered Office: Montpelier Galleries  
Montpelier Street, London SW7 1HH

+44 (0) 20 7393 3900  
+44 (0) 20 7393 3905 fax

## Bonhams International Board

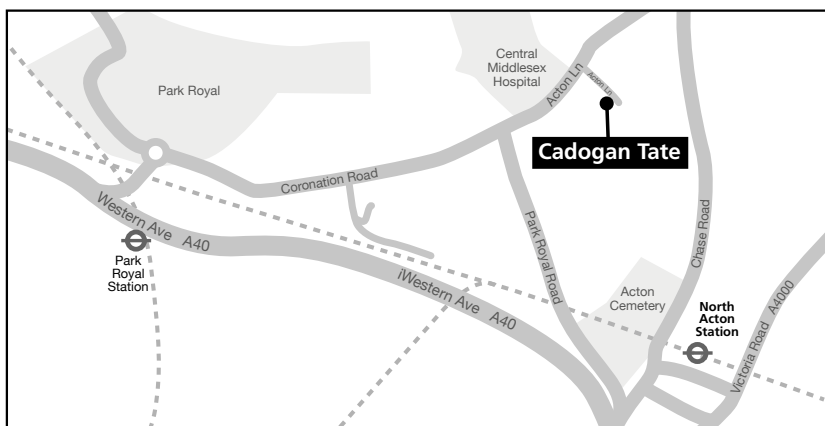
Malcolm Barber Co-Chairman,  
Colin Sheaf Deputy Chairman,  
Matthew Girling CEO,  
Patrick Meade Group Vice Chairman,  
Asaph Hyman, Caroline Oliphant,  
Edward Wilkinson, Geoffrey Davies, James Knight,  
Jon Baddeley, Jonathan Fairhurst, Leslie Wright,  
Rupert Banner, Shahin Virani, Simon Cottle.

## Bonhams UK Ltd Directors

Colin Sheaf Chairman,  
Harvey Cammell Deputy Chairman,  
Emily Barber, Antony Bennett,  
Matthew Bradbury, Lucinda Bredin,  
Simon Cottle, Andrew Currie,  
Charles Graham-Campbell, Matthew Haley,  
Richard Harvey, Robin Hereford,  
Charles Lanning, Grant MacDougall,

Gordon McFarlan, Andrew McKenzie,  
Simon Mitchell, Jeff Muse, Mike Neill,  
Charlie O'Brien, Giles Peppiatt, India Phillips,  
Peter Rees, John Sandon, Tim Schofield,  
Veronique Scorer, Robert Smith, James Stratton,  
Ralph Taylor, Charlie Thomas, David Williams,  
Michael Wynnell-Mayow, Suzannah Yip.

# SALE INFORMATION



## BIDS

+44 (0) 20 7447 7447  
+44 (0) 20 7447 7401 fax  
To bid via the internet please visit  
[www.bonhams.com](http://www.bonhams.com)

## PAYMENTS

### Buyers

+44 (0) 20 7447 7447  
+44 (0) 20 7447 7401 fax

### Sellers

Payment of sale proceeds  
+44 (0) 20 7447 7447  
+44 (0) 20 7447 7401 fax

## VALUATIONS, TAXATION & HERITAGE

+44 (0) 20 7468 8340  
+44 (0) 20 7468 5860 fax  
[valuations@bonhams.com](mailto:valuations@bonhams.com)

## CATALOGUE SUBSCRIPTIONS

To obtain any Bonhams catalogue or to take out an annual subscription: Subscriptions Department  
+44 (0) 1666 502200  
+44 (0) 1666 505107 fax  
[subscriptions@bonhams.com](mailto:subscriptions@bonhams.com)

## 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](mailto:enquiries@albanshipping.co.uk)

## BUYERS COLLECTION & STORAGE AFTER SALE LOTS MARKED TP

All sold lots marked TP will be removed to Cadogan Tate, 241 Acton Lane, London, NW10 7NP from 9am Thursday 6 December 2018 and will be available from 12pm Friday 7 December 2018 and then every working day between 9am and 4.30pm by appointment only.

A booking email or phone call are required in advance to ensure lots are ready at time of collection. Photographic ID will be required at time of collection. If a third party is collecting for you written authorisation is required in advance from you and photographic ID of the third party will be requested at the time of collection.

To arrange a collection time please send a booking email to [collections@cadogantate.com](mailto:collections@cadogantate.com) or telephone call to +44 (0)800 9886 100 to unsure lots are ready at time of collection.

All other sold lots will remain in the collections room at New Bond Street without charge until 5.30pm Wednesday 19 December 2018. Lots not collected by this time will be removed to Cadogan Tate, 241 Acton Lane, London, NW10 7NP & will be available from 9am Friday 21 December 2018 handling and storage charges will apply.

Please note That Bonhams will be closed from 5.30pm Friday 21 December 2018 until 9am Wednesday 2 January 2019 for the Holiday Period.

Please note that Alban Shipping will be closed from 1pm Monday 24 December 2018 until 8.30am Wednesday 2 January 2019 for the Holiday Period.

Please note that Cadogan Tate will be closed from 1pm Monday 24 December 2018 until 9am Wednesday 2 January 2019 for the Holiday Period

**If buyers are planning to collect from Cadogan Tate on either 27 or 28 December 2018, they must arrange all clearances with Bonhams by Friday 21 December 2018.**

## STORAGE AND HANDLING CHARGES ON SOLD LOTS RETURNED TO CADOGAN TATE

### Storage

Storage will be free of charge for the first 14 calendar days from & including the sale date Wednesday 5 December 2018.

### Charges will apply from Wednesday 19 December 2018.

Large Paintings:  
£6.05 per day + VAT  
All other Paintings:  
£3.03 per day + VAT  
(Please note: Charges apply every day including weekends and Public Holidays)

### Handling

After the first 14 calendar days following the sale, the following handling charges apply per Lot:  
Large Paintings £45.00+ VAT  
All other Paintings £22.50 + VAT

## Loss and Damage

Extended Liability cover to the value of the Hammer price will be charged at 0.6% but capped at the total value of all other charges

## VAT

Will be applied at the current rate on all above charges

**The following symbol is used to denote that VAT is due on the hammer price and buyer's premium**

† VAT 20% 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

Y These lots are subject to CITES regulations, please read the information in the back of the catalogue.

## 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](mailto: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 \*

**BICCI DI LORENZO (FLORENCE 1373-1452)**

Saint Francis receiving the Stigmata  
tempera on gold ground panel  
64.2 x 32cm (25 1/4 x 12 5/8in).

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 16,000

**Provenance**

With Galleria Bellini, Florence, 1956

With French & Co., New York, before 1957 (both according to the  
Fondazione Zeri, entry no. 10382)

Private Collection, USA

We are grateful to Prof. Sonia Chiodo for confirming the attribution to  
Bicci di Lorenzo on the basis of a colour photograph.



(actual size)

2 \*

**FOLLOWER OF JEAN CLOUET (BRUSSELS 1486-1540 PARIS)**

The Head of Christ  
oil on a turned panel, *tondo*  
12.4 cm. (4 3/4in.) diameter

£5,000 - 7,000  
€5,700 - 7,900  
US\$6,500 - 9,000

**Provenance**

With Frost and Reed, London, 2 July 1952 (according to a label on the reverse)

The Collection of the Earl Poulett  
And thence by descent to the late owner

The present work is closely related to a work depicting *Francis I as Christ* now in the Columbus Gallery of Fine Arts, Ohio (inv.no. 48.3). This latter work shows the King as Christ, head and shoulders, in a painted *tondo* with a lengthy Latin inscription in which Pontius Pilate recounts the trial of Jesus of Nazareth to the Emperor Tiberius.

In his 1976 article 'New Light on Jean Clouet as a Portrait Painter', Paul Wescher was the first to suggest that the Columbus painting may be a portrait of King Francis I in the guise of Christ (see: *Apollo*, vol. CIII, no. 167, January 1976 pp. 16-21) given the close physical resemblance in particular to a portrait of Francis in the Musée Condé of circa 1515-16 (acc. no. PE-241).



reverse of lot 2





#### OTHER PROPERTIES

3

#### ATTRIBUTED TO JOHN MICHAEL WRIGHT (LONDON 1617-1694)

Portrait of a young lady, bust-length, in a pearl necklace  
watercolour and chalk on paper  
26.4 x 20.2cm (10 3/8 x 7 15/16in).

£5,000 - 7,000

€5,700 - 7,900

US\$6,500 - 9,000

#### Provenance

With M. de Beer, London (as Anglo-Flemish school, according to the Witt Library mount)  
With Spink & Sons, Ltd, London, 1946 (as Sir Peter Lely, according to a label on the reverse), where possibly acquired by Edith Lilian Greig (1906-1997), of Alcester, Warwickshire, by whom bequeathed to the present owner's parents, and thence by descent

A portrait, on canvas, 113 x 91.4 cm., which may depict the present sitter and was sold at Christie's, 23 November 2005, was Attributed to John Michael Wright by Dr. Duncan Thomson. The present drawing would appear to be of superior quality and it is suggested that it may relate to a lost original by John Michael Wright.



4

**AFTER SOFONISBA ANGISSOLA, 17TH CENTURY**

Lucia, Europa and Minerva Anguissola playing chess

oil on canvas

74 x 96.8cm (29 1/8 x 38 1/8in).

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 16,000

**Provenance**

Private Collection, UK

The present work is after the painting by Sofonisba Anguissola now in the collection of the National Museum, Poznań, Poland (acc. no. FR 434). Of similar dimensions, the work shows the artist's three sisters Lucia, Europa and Minerva Anguissola playing chess.



5

**JACOPO NEGRETTI, CALLED PALMA IL GIOVANE (VENICE  
CIRCA 1548-1628)**

The Marriage of the Virgin  
oil on canvas  
115 x 105cm (45 1/4 x 41 5/16in).  
unframed

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

**Provenance**

Sale, Finarte, Venice, 21 May 2006, lot 20

Another version of the present work is in the church of Spirito Santo, Venice (oil on canvas, 322 x 168cm.). A preparatory drawing of the praying female figure, far right, was offered for sale at Sotheby's, London, 8 June 1972, lot 238.

We are grateful to Stefania Mason Rinaldi for confirming the attribution on the basis of photographs.

6

**ROBERT PEAKE (CIRCA 1551-1626 LONDON)**

Portrait purported to be of Lady Elizabeth Pope, née Watson, half-length, wearing an elaborately embroidered dress trimmed with lace and a pearl necklace and earrings

oil on panel

67.9 x 49.6cm (26 3/4 x 19 1/2in).

**£20,000 - 30,000**

**€23,000 - 34,000**

**US\$26,000 - 39,000**

**Provenance**

Private Collection, Spain, having been acquired by at least the present owner's great-grandfather

Although previously attributed to William Larkin the present portrait can be considered to be part of a trope which begins in around 1590 with the portrait of *Elizabeth Vernon, Countess of Southampton at her dressing table* at Boughton House and continues through to the portrait of Frances Howard at Welbeck Abbey, which is probably the best example of this type, the present picture seeming to lie somewhere between the two. The black thread depicted here, which normally links the heart and the hands, looks to be broken and may possibly be an allusion to a death and would fit with the traditional identification of the sitter being Elizabeth Watson, who was an heiress at this date. The depiction of her long hair hanging loosely down, was a contemporary symbol of virginity and brides sometimes wore their hair down in this way, one high-profile example being Princess Elizabeth, the future 'Winter Queen', at her marriage on St Valentine's Day in 1613.

The traditional attribution to William Larkin may arise from the fact that Larkin painted four portraits of the Pope family, including the portrait of Elizabeth Pope's son, Thomas, 3rd Earl of Downe, which was sold in these rooms, 5 July, 2017, lot 45, which came from Wroxton Abbey, near Banbury in Warwickshire. Peake, who was a close neighbour of Larkin's father, was part of the same artistic circle of Henry Prince of Wales and is known to have painted both Lady Elizabeth and her unmarried sister-in-law, Lady Anne Pope, circa 1615: their portraits which also came from Wroxton are now in Tate Britain (inv. nos. T00067 and T00068). Elizabeth Watson, an heiress, married Sir William Pope of Wroxton on 13 December 1615, and it is thought that her portrait in Tate Britain may have been painted in connection with this event.





7

**TUSCAN SCHOOL, 16TH CENTURY**

Cleopatra  
 oil on panel  
 58.8 x 95cm (23 1/8 x 37 3/8in).

**£25,000 - 35,000**  
**€28,000 - 40,000**  
**US\$32,000 - 45,000**

**Provenance**

With the Arcade Gallery, London, 1966  
 Private Collection, Vienna  
 Sale, Dorotheum, Vienna, 14-15 November, 1990, lot 37 (as School of Fontainebleau, circa 1590)  
 Private Collection, Trieste  
 With Antichita' Pietro Scarpa, Venice  
 Where purchased by the present owners

The figure of *Cleopatra* in the present panel reveals a clear debt to the work of the Florentine Mannerists of the second half of the sixteenth century. Artists such as Jacopo Pontorno, Giorgio Vasari and Michele di Ridolfo del Ghirlandaio all closely followed, and indeed copied, the largescale nudes painted or drawn by Michelangelo. One such example is the latter's cartoon of 1532, showing *Venus and Cupid* (possibly now in the Museo di Capodimonte, Naples, inv. 86654), which provided the source for Pontorno's work now in the Accademia, Florence (n. 1570) and Vasari's copy now in the Royal Collection (RCIN 405486). It is, however, the last painter, Michele di Ridolfo del Ghirlandaio who comes closest in type to the present painting with works such as his *Allegory of Night* and *Allegory of Dawn*, now in the Galleria Colonna, Rome, both in turn derived from Michelangelo's sculptures for the Medici Chapels in the church of San Lorenzo, Florence.



8

**ATTRIBUTED TO IGNAZ STERN (MAUERKIRCHEN 1679-1748  
ROME)**

The Penitent Magdalen  
oil on copper  
33.5 x 24cm (13 3/16 x 9 7/16in).

£4,000 - 6,000  
€4,500 - 6,800  
US\$5,200 - 7,800

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.



9

**JOHANN MELCHIOR ROOS (FRANKFURT-AM-MAIN 1659-1731  
KASSEL(?))**

Six brown bears playing in a landscape  
signed and dated 'JMRoos./fecit.1718' (lower right)  
oil on canvas  
87.1 x 69.2cm (34 5/16 x 27 1/4in).

£7,000 - 10,000

€7,900 - 11,000

US\$9,000 - 13,000

**Provenance**

Sale, H. Ruef, Munich, 2-4 July 1975

Sale, Galerie Bassenge, Berlin-Grunewald, 26 November 2010, lot  
6037

With Rafael Valls, London, 2011

With Oliver Cyzer Fine Painting, London, where purchased by the  
present owner in 2013

**Literature**

H. Jedding, *Johann Heinrich Roos: Werke einer Pfälzer  
Tiermalerfamilie in den Galerien Europas*, Mainz, 1996, cat. no. 366,  
pp. 250, 252, 348, ill.

Johann Melchior Roos, the second son and pupil of Johann Heinrich  
Roos, painted several works of bears in landscapes between 1716-  
18. The most comparable of these, of the same measurements  
and also signed and dated 1718, depicts six polar bears in a rocky  
landscape, and was perhaps intended as a pendant to the present  
work (see: Jedding, *ibid*, cat. no. 367).





10

**CAREL BREYDEL (ANTWERP 1678-1733)**

Figures in a wagon before a river landscape, a view to a church beyond; and Travellers on a wooded path a view to an extensive river landscape beyond

a pair, oil on copper

13.1 x 16.4cm (5 3/16 x 6 7/16in). (2)

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 16,000

**Provenance**

With John Mitchell and Sons, London, where purchased by the present owner in 1972

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.



11 \*

**ATTRIBUTED TO ALLAERT VAN EVERDINGEN (ALKMAAR  
1621-1675 AMSTERDAM)**

A shipwreck on a rocky coast  
oil on canvas  
39.8 x 71.8cm (15 11/16 x 28 1/4in).

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

**Provenance**

Possibly, Collection of Thimm, Copenhagen (according to Literature)  
Collection of Baron von Bethmann-Hollweg, Schloss Rheineck, Bad  
Breisig  
With Stern, Dusseldorf, 1934  
With West's Galleries, London, 1938  
With Dominion Gallery, Montreal, where purchased by  
Mr P.M. Fowle, Toronto, May 1958, and thence by descent to the late  
owner

**Literature**

Possibly J.G.A. Frenzel, 'Albert oder Aldert van Everdingen', in *Archiv  
für die zeichnenden Kunst*, vol. I, Leipzig, 1855, p. 110, note 1  
W. Stechow, *Dutch Landscape Painting of the Seventeenth Century*,  
London/New York, 1968, pp. 143, 213, note 8  
A. Davies, *Allart van Everdingen 1621-1675*, Doornspijk, 1978, pp. 49,  
64, 71-72, 74, 99-100, 234-235, 321, no. 6 (as erroneously on panel),  
fig. 20, ill  
A. Davies, *Allart van Everdingen 1621-1675*, Doornspijk, 2001, pp.  
52-3, p. 209, cat. no. 2, ill, fig. 2



12<sup>TP</sup>

**AERNOUT SMIT (AMSTERDAM CIRCA 1641-1710)**

Shipping becalmed off a coast

oil on canvas

105 x 134.9cm (41 5/16 x 53 1/8in).

£7,000 - 10,000

€7,900 - 11,000

US\$9,000 - 13,000

**Provenance**

Sawbridge Erle Drax family (according to a wax seal on reverse)

J.C.W Sawbridge Erle-Drax, removed from Olantigh, Wye, Kent, by whom offered

Sale, Christie's, London 10 May 1935, lot 86 (as H. Dubbels, 10 Gns to Asscher and Welker)

Sale, Christie's, South Kensington, 6 July 2012, lot 114, where purchased by the present owner

We are grateful to Dr. Gerlinde de Beer for proposing the attribution to Smit at the time of the last sale.

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.

13<sup>TP</sup>

**JACQUES LINARD (TROYES 1600-1645 PARIS)**

The Flower-arranger

oil on canvas

98.8 x 132.7cm (38 7/8 x 52 1/4in).

£25,000 - 35,000

€28,000 - 40,000

US\$32,000 - 45,000

**Provenance**

With P. Landry, Paris, 1962

With Galerie Pardo, Paris, 1969

Sale, Christie's, Monte Carlo, 4 December 1992, lot 38

Sale, Ader-Picard-Tajan, Paris, 28 June 1993, lot 17

Private Collection, Belgium

**Exhibited**

Paris, Galerie Charpentier, *Les jardins et les fleurs de Breughel à Bonnard*, 1965, no. 59

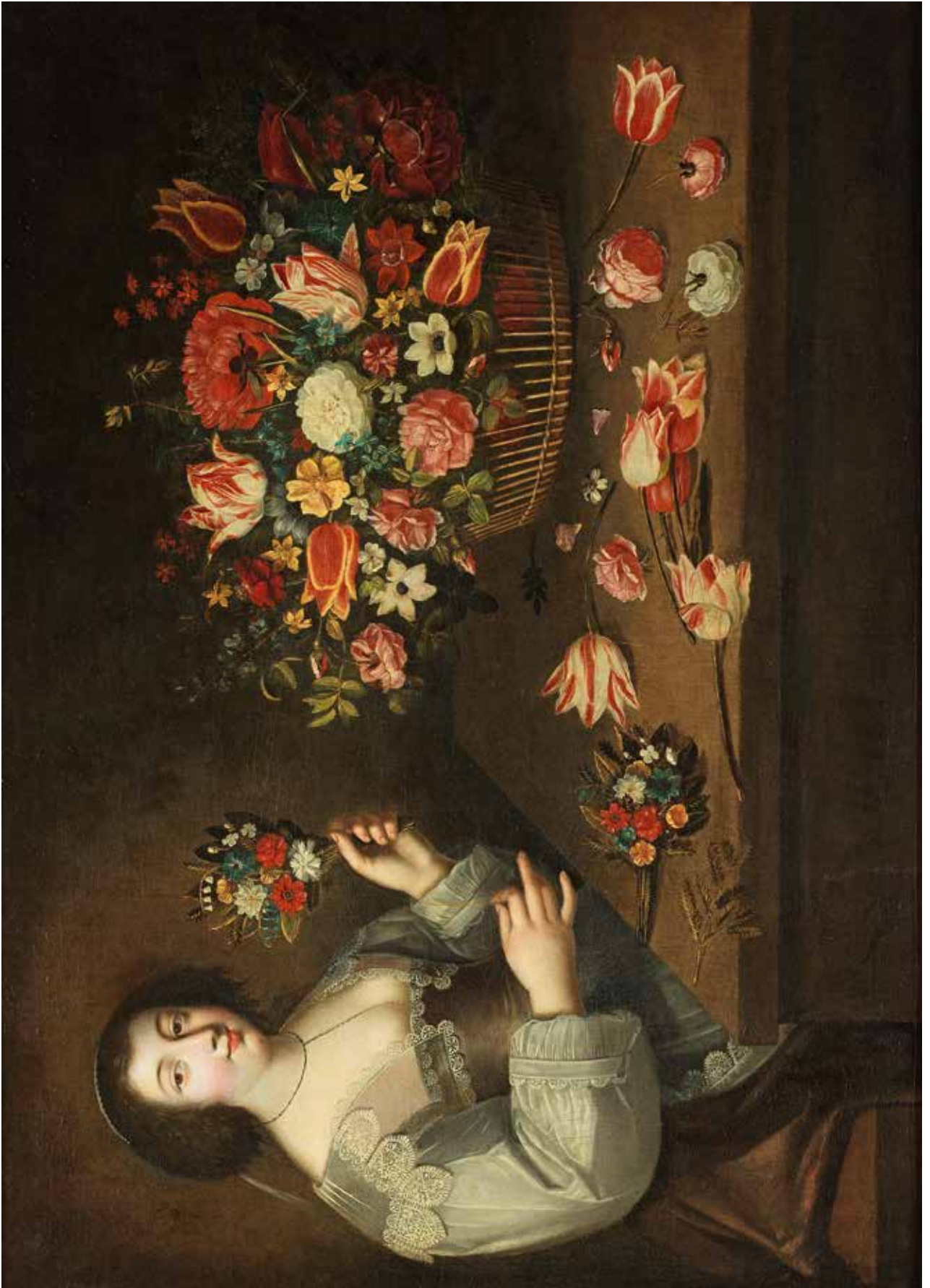
**Literature**

M. Faré *La nature morte en France*, Geneva, 1962, vol. II, fig. 35 (as Louise Moillon)

M. Faré, *Le Grand Siècle de la nature morte en France, Le XVIIe siècle*, Fribourg, 1974, p. 18-19, ill. (as in Collection F.M, Paris)

C. Wright, *The French painters of the Seventeenth Century*, Boston, 1985, p. 222

While little was known to art historians about Jacques Linard in the early part of the last century, his work, like that of his contemporaries such as Louise Moillon and Sébastien Stoskopff, has been recently exonerated, recognising how the still-life in France, so long under the shadow of its Nordic counterparts at this point took on a stylistic independence. Previously considered to be an inferior art form to history painting, as well as the portrait, this genre nonetheless represented an important part of the artistic output in France at this time, allowing artists such as Linard to perfect their skills. Indeed, art historians have recently established a more substantial biography of the artist that recognises his rightful place, since we now know that when working in Paris, Jacques Linard received the title of painter and *valet de chambre* to the king in 1631, thus testifying to his fame and the esteem he aroused during his lifetime.





14 \*

**UMBRIAN SCHOOL, CIRCA 1500**

The Madonna and Child  
oil and tempera on gold ground panel, arched top  
56.6 x 39.8cm (22 5/16 x 15 11/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

**Provenance**

Private Collection, USA



15

**MICHELE TOSINI (FLORENCE 1503-1577)**

Portrait of a young man, bust-length, in black costume with a white collar

oil on panel

43.5 x 35.1cm (17 1/8 x 13 13/16in).

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 26,000

**Provenance**

Sale, Christie's, New York, 27 January 2010, lot 273

Sale, Sotheby's, London, 14 April 2011, lot 34

Dr. Carlo Falciani has confirmed the attribution to Michele Tosini upon examination of the original.

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.



16<sup>TP</sup>

**CIRCLE OF SEBASTIAN VRANCX (ANTWERP 1573-1647)**

A palace garden with elegant figures feasting on a terrace with musicians on the balcony above them and a troupe of *commedia dell'arte* actors and acrobats performing below

oil on canvas  
95 x 150cm (37 3/8 x 59 1/16in).

£18,000 - 25,000

€20,000 - 28,000

US\$23,000 - 32,000

This type of scene, in which various structural architectural elements are artfully forged into a fictitious whole, was developed in the late sixteenth century by Hans Vredeman de Vries (1527-before 1609) and his son, Paul (1567-before 1636?). Besides paintings they also produced two books of prints, which served as examples for a number of other artists, among them Hendrick van Steenwyck the Younger and Louis de Caullery. The staffage of pictures with palace architecture generally consists of distinguished burghers who are seen abandoning themselves to pleasure in which music and dance often play an important role. In the present composition the artist places less emphasis on the architecture and more on the elegant company disporting themselves in the extensive formal gardens of a Renaissance palace.





17<sup>TP</sup>

**ATTRIBUTED TO THEODORE BOYERMANS (? 1620-1678  
ANTWERP)**

The Contenance of Scipio

oil on canvas

108.9 x 162.8cm (42 7/8 x 64 1/8in).

**£7,000 - 10,000**

**€7,900 - 11,000**

**US\$9,000 - 13,000**

The subject of *The Contenance of Scipio* was painted by Theodore Boyermans in a canvas, 188 x 265 cm., which is signed and dated 1673, at Schloss Rheinsberg, Rheinsberg (cat.nr GK 17586). The subject shows the example of mercy recounted by Livy whereby the Roman general, Scipio Africanus, returns a young ransomed female figure to her fiancé, Allucius.

**FRANCESCO TREVISANI (CAPO D'ISTRIA 1656-1746 ROME)**

Portrait of an Arch-Lutenist with a quill pen, inkwell and sheet music on a table by his side  
oil on canvas  
98.5 x 73.4cm (38 3/4 x 28 7/8in).

£30,000 - 50,000

€34,000 - 57,000

US\$39,000 - 65,000

**Provenance**

Acquired in the first half of the 19th century, probably in Florence, by Patrick Murray of Simprim (b.1770), and thence by descent (according to a label on the reverse)

With Agnew's, London, 1977, by whom sold to Robert Spencer (1932–1997), and thence by descent to the present owner

**Exhibited**

Agnew's, London, June 1977 no. 45 as by Francesco Trevisani

**Literature**

R. Spencer, *Early Music*, October 1976, 'Chitarrone, Theorbo and Archlute', illustrated as the endpiece

G. Sestieri, *Repertorio della pittura Romana della fine del Seicento e del Settecento*, Michigan, 1994, vol. III, no. 1074

K. Wolfe, *Il Pittore e il musicista il sodalizio artistico tra Francesco Trevisani e Arcangelo Corelli*, 2007, p. 185, fig. 16

Whilst the subject of this portrait has not yet been identified, it seems very likely that he was not simply an arch-lute player but was also a composer, the ink well and plume resting on the sheet music beside him implying that he was writing as he played. Robert Spencer, who owned this painting for many years, was himself a lutenist, guitarist, scholar and teacher and formed an appreciable collection of instruments that are now part of the collection of the Royal Academy of Music in London. Spencer put forward the suggestion that the sitter was the mandolin player and composer Francesco Bartolomeo Conti (1681/2-1732) who worked in Vienna, but this seems tenuous as Conti visited Italy only briefly in the 1720s and '30s and it is not even clear that he went to Rome.

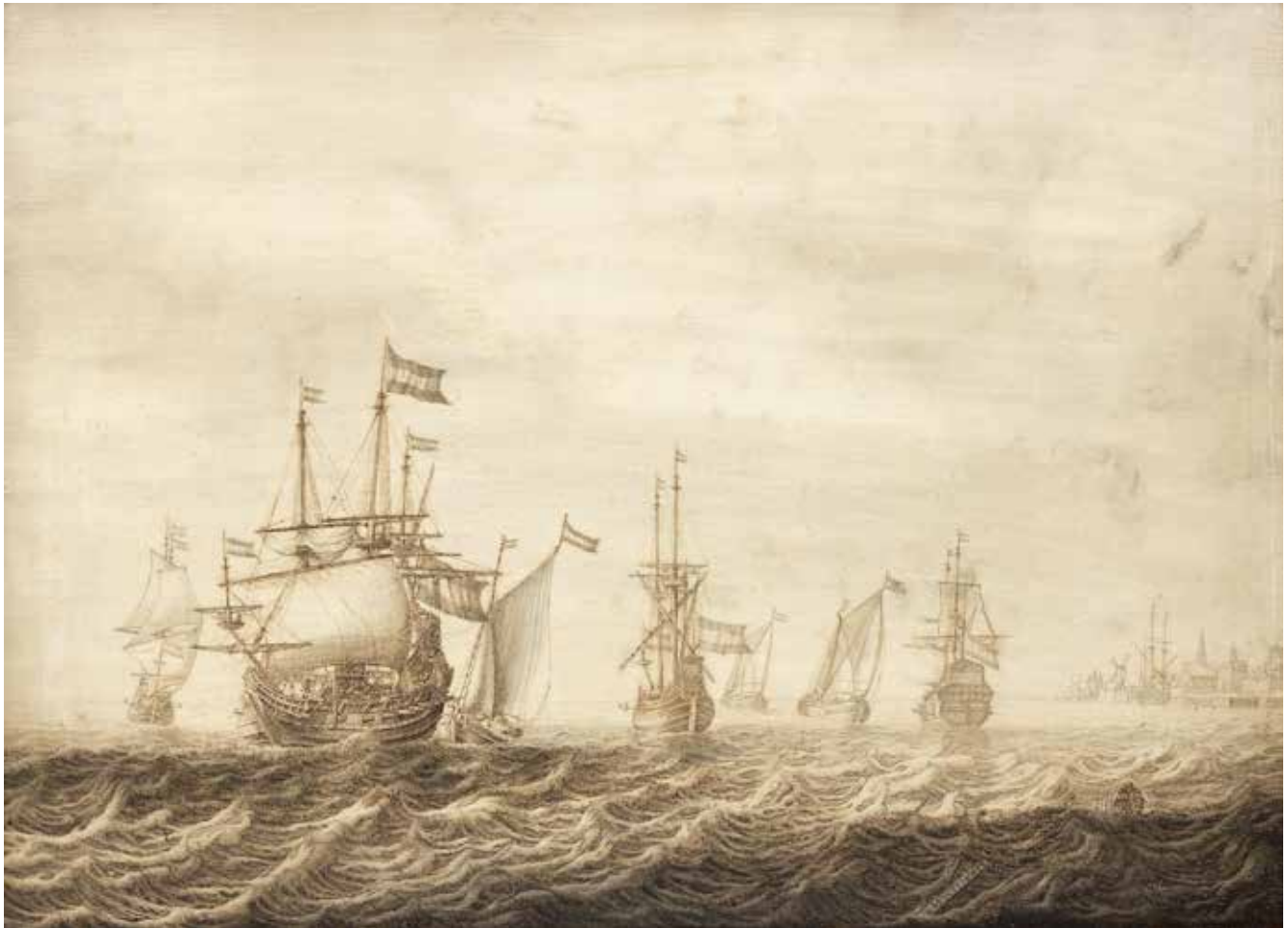


The instrument that is being played is a large-bodied archlute most probably of the long-necked variety (this can be inferred from the stringing which differs from that on the shorter-necked *liuto attiorbato*). This particular archlute was most likely made in Rome, as the decorative scroll at the end of the bridge echoes the same detail seen on earlier lutes by Mattheus Buechenberg who was working in Rome in the 17th century, such details often being repeated by later makers. The position of the musician's right hand, playing very close to the bridge, is typical of the period though is not a technique that a modern-day lutenist would use. Trevisani's familiarity with musicians made him quite particular in his depiction of the hands and there is a number of pentiments in the subject's fingers in the present work that show he reconsidered their positioning as he developed the composition.

Trevisani was a native of Capodistria which at the time was part of the Venetian Republic, and after training in Venice he moved to Rome where he spent the greater part of his life. Cardinal Chigi was an early patron, but in the 1690s Trevisani came into the orbit of an even more significant patron, a fellow Venetian whose support would endure for over 35 years and who would shape the course of his career. Cardinal Pietro Ottoboni (1667-1740) rose to the position of Vice Chancellor under his uncle, Pope Alexander VIII (1610-1691), and made his seat in the Palazzo della Cancelleria a hub for the arts, giving lodgings not just to Trevisani, but a number of musicians, poets and dramatists. Trevisani shared the cardinal's enthusiasm for art in all its forms, in addition to being a painter he was also a poet, amateur actor and dramatist, embodying the qualities of what Ottoboni would have regarded as the ideal artist. In the Cancelleria he had access to a small theatre, remodelled by the architect Filippo Juvarra (1678-1736) in which to stage his improvised performances. In the fertile atmosphere of the Ottoboni court his colleagues included the composers Bernardo Pasquini (1637-1710), Alessandro Scarlatti (1660-1725), Antonio Caldara (1670-1736) and Arcangelo Corelli (1653-1713). Trevisani's association with Corelli was particularly close: he painted the musician's portrait and Corelli is known to have owned 22 of his paintings.

After the death of Carlo Maratta in 1713 Trevisani became the preeminent painter in Rome. His works were greatly in demand from the clergy, Roman nobility and an international clientele of visiting foreigners. Aside from his sacred and secular compositions he painted a significant number of portraits; many of his subjects were English or Scottish, including a number of Jacobite sympathisers attached to the Stuart court in Rome. His studio in the Cancelleria became a destination for travellers to Rome and Karin Wolfe has suggested that the tradition of Grand Tour portraiture, which was to become *de rigueur* for visiting *milordi* later in the 18th century, saw its inception in Trevisani's studio. However it is portraits such as the present work that give us an insight into Trevisani's more personal interests: his appreciation of music and theatre, which he was able to explore in the atmosphere of cultural exchange created by cardinal Ottoboni at the Cancelleria.





19

**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**

**€14,000 - 20,000**

**US\$16,000 - 23,000**

**Provenance**

In the present owner's family for at least 60 years

Heerman Witmont specialised in such compositions in black and white which were a remarkable fusion of painting and drawing. The technique probably ultimately derived from the work of Hendrick Goltzius, but for the Mannerist painter it was a bravura demonstration of technical virtuosity, a means of astounding his viewers with his extraordinary dexterity, while for artists such as Witmont and his more famous contemporary marine painter, Willem van de Velde the Elder, it was more a means to an end: their pen-paintings were in a sense translations of shipboard drawings into more permanent works of remarkable clarity and directness, which were sought after and highly valued by their contemporaries. We know directly from the artists' contemporary, Pieter Blaeu, that it was necessary to take special care with the preparations of the panel because of the unusual technique. According to a letter from Blaeu to Cardinal Leopoldo de' Medici, who was negotiating to buy a pen-painting, it was necessary to allow the ground to dry for a longer than normal period, two to three months, 'since otherwise the ground would not have hardened sufficiently to withstand the sharpness of the quill.'



20

**ATTRIBUTED TO ISAAC VAN OSTADE (HAARLEM 1621-1649)**

Peasants in an interior

pen and brown ink and grey and brown wash on paper, oval

18.7 x 30.6cm (7 3/8 x 12 1/16in).

£5,000 - 7,000

€5,700 - 7,900

US\$6,500 - 9,000

**Provenance**

Sale, Sotheby's, New York, 28 January 2009, lot 134

**SOLD TO BENEFIT THE MAYHEW ANIMAL HOME**

21<sup>TP</sup>

**MATTHIAS STOM (AMERSFOORT CIRCA 1600-CIRCA 1652  
SICILY OR NORTHERN ITALY)**

The Adoration of the Magi

oil on canvas

149 x 182.7cm (58 11/16 x 71 15/16in).

£70,000 - 100,000

€79,000 - 110,000

US\$90,000 - 130,000

**Provenance**

Sale, Christie's, London, 26 November 1965, lot 108 (100 gns. to Markham)

Collection of Brian Sewell, London

**Literature**

Dr. A. von Schneider, 'Neue Zuschreibungen a Mattias Stoomer', *Oud-Holland*, 41, 1923-24, p. 226, ill., before reduction

B. Nicolson, 'Stomer brought up-to-date', *The Burlington Magazine*, CXIX, no. 889, April 1977, p.237, p. 242, appendix 113

B. Nicolson, *The International Caravaggesque Movement*, Oxford, 1979, p. 93

B. Nicolson, *Caravaggism in Europe*, Oxford, 1979, vol. I, p.182 (as a fragment), vol. III, figs. 1529 and 1530

*The Adoration of the Magi* was a popular subject for Stomer and three further versions are known. The earliest of these date to his Neapolitan years, circa 1633-1639, are both vertical in format, and depict 10 and 8 figures respectively: in the Nationalmuseum, Stockholm (on canvas, 175 x 172cm); and in Musée des Augustins, Toulouse (on canvas, 229 x 180cm). Nicholson suggests that the present work, which was cut down (see fig 1) prior to the 1965 sale, was painted in Sicily in the 1640s and a slightly later, also horizontal, work of the same subject is in the Musée des Beaux-Arts, Rouen (on canvas, 96 x 136cm).



Fig. 1 The present work before it was cut down





22<sup>TP</sup>

**VENETIAN SCHOOL, 16TH CENTURY**

Portrait of Michele Priuli, three-quarter-length, in the robes of a Venetian Senator, standing before a column, with a page at his side inscribed 'MICHAEL PRIOLVS./ D.M. PROCVRATOR.' (on the column, upper right)

oil on canvas

126.4 x 108.5cm (49 3/4 x 42 11/16in).

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 26,000

**Provenance**

Sale, Dorotheum, Vienna, 24 March 2004, lot 3 (hammer EUR 45,000, as Jacopo Robusti, il Tintoretto), where purchased by the present owner

The Priuli were a wealthy family, probably of Hungarian origins, who entered the Venetian nobility in the early 14th century. Prominent among them was Michele Priuli (1565-1637), the son of Francesco, who was a Senator and Procurator to San Marco, Venice.





23<sup>TP</sup>

**ATTRIBUTED TO BATTISTA ANGOLO DEL MORO (VERONA  
1514-1573 VENICE)**

Mars and Venus with Cupid

oil on canvas

119.5 x 205.3cm (47 1/16 x 80 13/16in).

£20,000 - 30,000

€23,000 - 34,000

US\$26,000 - 39,000

**Provenance**

Palazzo Papafava

Sir James Wright, by whom offered to the 3rd Earl of Bute in 1767 as Titian, and sold to Sir James Lowther Bt, later 1st Earl of Lowther (1736-1802)

By inheritance to his cousin and heir William, 2nd Viscount of Lowther and subsequently 1st Earl of Lonsdale of the second creation; thence by descent at Lowther Castle until sold 1947

Sale, Christie's, London 15 December 1950, lot 119 (as Titian, unsold)  
Sale, Christie's, London, 11 December 1987, lot 155 (as Property of a lady)

With Algranti-Semenzato, Italy, March 1988

Private collection, Italy



24

**SCHOOL OF HAARLEM, 17TH CENTURY**

Saint Matthew

oil on canvas

55.2 x 46.2cm (21 3/4 x 18 3/16in).

£7,000 - 10,000

€7,900 - 11,000

US\$9,000 - 13,000



25

**CIRCLE OF GERRIT DOU (LEIDEN 1613-1675)**

Portrait of a lady in black costume with a white ruff and a white lace  
headdress

oil on copper, oval

31.6 x 22.3cm (12 7/16 x 8 3/4in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,200 - 7,800

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.



26

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

Portrait of two children, traditionally identified as the future King Charles II (1630-1685) and Mary, Princess Royal and Princess of Orange (1631-1660)

oil on canvas

65.4 x 79.6cm (25 3/4 x 31 5/16in).

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 26,000

A slightly later version of the present composition, with numerous differences, was sold at Christie's, London, on 20 January 2009 lot 49, as by a 'Follower of Sir Peter Lely', with the figure identified as Princess Mary portrayed in later costume. This latter work is inscribed with the identity of the sitters and a traditional attribution to Van Dyck - 'Prince Charles and Princess Mary by Vandyke.'



27<sup>TP</sup>

**ATTRIBUTED TO ADRIAEN HANNEMANN (THE HAGUE 1604-1671) AND STUDIO**

Portrait of John Tufton, 2nd Earl of Thanet and Lady Margaret Sackville, his wife, both three-quarter-length, seated, he in black robes, she wearing a silver dress with roses in her lap  
oil on canvas

121.5 x 149.4cm (47 13/16 x 58 13/16in).

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 16,000

The prime version of this composition is in the Royal Collection. Oliver Millar in his catalogue of the Stuart pictures in the Royal Collection notes that a version of this composition was at Burley-on-the-Hill. Another, stated to be signed and dated 1644 by Dobson, was formerly at Bill Hill, near Wokingham. Another was sold at Sotheby's, 12 March 1958, lot 147 and another, from the collection of the Earl of Thanet seems to have been sold at Christie's, 17 March 1888, lot 72 (see: O. Millar, *Tudor, Stuart & Early Georgian Pictures in the Royal Collection*, Oxford, 1963, no.194, p.110).

John Tufton, 2nd Earl of Thanet (1608-1664) was a supporter of King Charles I of England during the Civil Wars. He was the eldest son of Nicholas Tufton, 1st Earl of Thanet and Lady Frances Cecil, granddaughter of William Cecil, 1st Baron Burghley. Among his properties was Bodiam Castle, in Sussex, which he purchased in 1639 and sold for £6,000 in 1644. In 1629 he married Lady Margaret Sackville (1614-1676), daughter of Richard Sackville, 3rd Earl of Dorset and Lady Anne Clifford. They had eleven children.

**BERNARDO CAVALLINO (NAPLES 1616-1656)**

Saint John the Evangelist

oil on canvas, octagonal

93.2 x 83.4cm (36 11/16 x 32 13/16in).

unframed

**£20,000 - 30,000****€23,000 - 34,000****US\$26,000 - 39,000****Provenance**

With Algranti, Milan, before 1984

Sale, Sotheby's, New York, 27 January 2005, lot 151

**Literature**

A. Percy, in *Bernardo Cavallino of Naples 1616-1656*, exh. cat., Cleveland, 1984, p. 110, under cat. nos. 30 and 31, ill., p. 112, fig. 30-31d (as 'Cavallino(?)')

N. Spinosa, *La Pittura napoletano del '600*, Naples, 1984, ill., no. 120

N. Spinosa, *Grazia e tenerezza 'in posa' Bernardo Cavallino e il suo tempo 1616-1656*, Rome, 2013, pp.322-3, cat. no. 58.2., ill

Only tentatively given to Cavallino in the exhibition catalogue of 1984 (see Percy and Spinosa, under *Literature*), the present work was securely attributed to the Neapolitan painter when it came on the market in 2005, at which point Prof. Nicola Spinosa was able to inspect the painting firsthand. He has since published the work in his monograph on the artist and grouped it alongside other octagonal paintings, of similar dimensions, depicting *Saint Andrew*, *Saint Bartholomew* and *Saint Judas Thaddeus* (?), which most probably formed a series. One further work which may also be added to the series is the *Saint Simon*, from the Manuli Collection, Milan (see Spinosa, 2013, cat. no. 60), which, whilst presently an oval, could possibly have been altered from its original octagonal format. This group all relate closely to a pair of paintings of *Saint Peter* and *Saint Paul* (private collection, France), also octagonal in shape but of larger dimensions, which are significant for the fact that they are the earliest known signed works by Cavallino (*ibid* pp. 296-7, cat. 30 and 30.1, fig. 59 and 60).

In his entry for the series of apostles, Spinosa suggests a dating of circa 1645. He notes that whilst these works all retain the intense *chiaroscuro* of Cavallino's earlier paintings, the sharper, more refined treatment of the drapery points to a date later than the *Saint Peter* and *Saint Paul*. The influence of Jusepe de Ribera's work in the present painting, and its companions, is undeniable. Cavallino would certainly have been very familiar with Ribera's series of prophets for the Certosa di San Martino, Naples, completed in 1643. The younger artist has, however, taken Ribera's model of a robust, naturalistically observed, single figure dramatically illuminated, and combined it with his softer, more refined technique lending his figures a more contemplative air.





29

**GERMAN SCHOOL, 17TH CENTURY**

Telemachus leaving Calypso's island(?)  
gouache heightened with gold and gum arabic on paper, laid on panel  
37.5 x 30.5cm (14 3/4 x 12in).

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 16,000

**Provenance**

Art market, New York, late 1970s, where acquired by the present private UK collector





30

**JACOB DE WIT (AMSTERDAM 1695-1754)**

Diana instructing the young hunters

signed 'Jdwt/ invt' (lower right)

black chalk, pen and brown ink and watercolour on paper

22.8 x 29.7cm (9 x 11 11/16in).

£3,000 - 5,000

€3,400 - 5,700

US\$3,900 - 6,500

**Provenance**

With Arthur G. Tite, London, where purchased by the late owner in January 1968

A monochrome pen, ink and wash drawing by Jacob de Wit, of the same subject, was offered for sale at Sotheby Mak Van Waay, Amsterdam, 2 November 1987, lot 117.



31

**VENETIAN SCHOOL, CIRCA 1510**

The Madonna and Child with Saints Leonard and Ursula(?)

oil on panel

61 x 80cm (24 x 31 1/2in).

unframed

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

**Provenance**

The Czernin Collection, Vienna, from at least 1844 (see *Literature*, R. Juffinger & I. Walderdorff, 2015, p. 126)

By descent to Rudolf, Graf Czernin by whom sold

Sale, Christie's, London, 24 May 1963, lot 77

The Collection of Jac. Pollack (according to an inscription on the reverse)

**Literature**

Graf Ottokar Czernin von und zu Chudenitz, *Katalog der Graf Czernin'schen Gemälde-galerie in Wien*, 1899, p. 4, cat. no. 15 ('alte venetianische Schule aus Bellini's Zeit')

K. Wilczek, *Katalog der Graf Czernin'schen Gemälde-galerie in Wien*, Vienna, 1936, p. 92, no. 15

F. Heinemann, *Giovanni Bellini e i Belliniani*, Venice, 1962, vol. I, p. 131, cat. no. S. 278, ill. vol.II, pl. 340 (as Fra Marco Pensaben)

R. Juffinger & I. Walderdorff, *Czernin: Verzeichnis der Gemälde*, Vienna, 2015, p. 126 (as Fra Marco Pensaben and erroneously described as oil on canvas)

The figures of the Madonna and Child are modelled on those in Bellini's *San Zaccaria* altarpiece of 1505.



32 \*

**FLORENTINE SCHOOL, 15TH CENTURY**

The Madonna and Child with the Infant Saint John the Baptist and an angel

tempera on panel

57 x 43.6cm (22 7/16 x 17 3/16in).

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 16,000

**Provenance**

With Nicolas Aquavella, New York, 1939 (as 'Piero di Lorenzo (Compagno del Pesellino)')

Private Collection, USA

According to Raimond van Marle, in his *Italian Schools of Painting*, Piero di Lorenzo da Pratese worked with both Pesellino and Fra Filippo Lippi, finishing an altarpiece for the church of Santa Maria Trinità of Pistoia that had been started by Pesellino, but which he did not live to complete. One of the painters who belonged to the circle that included Pesellino and Fra Filippo Lippi was called 'Compagno del Pesellino', whom van Marle speculates may have been Piero di Lorenzo da Pratese (*op. cit.* p. 508). Whoever wrote the attribution in the 1939 Aquavella catalogue is combining the two, for which they may or may not have had further evidence.

33 \* TP

**ATTRIBUTED TO JONATHAN RICHARDSON  
(LONDON 1665-1745)**

Portrait of Sir Hans Sloane, three-quarter-length, in a burgundy coat, seated  
oil on canvas  
125.8 x 102.6cm (49 1/2 x 40 3/8in).

**£10,000 - 15,000**

**€11,000 - 17,000**

**US\$13,000 - 19,000**

**Provenance**

Private Collection, USA

The present portrait has been traditionally attributed to Jonathan Richardson and Sloane is known later to have sat for the artist when he was older, in 1730 (the portrait now belongs to the University of Oxford). Further likenesses of the great connoisseur were made by Sir Godfrey Kneller (engraved), Thomas Murray, Stephen Slaughter and Attributed to John Vanderbank.

A physician by trade, Sir Hans Sloane (1660-1753) is celebrated today foremost as a prolific collector of all kinds of objects from around the world. By his death in 1753 he had amassed over 71,000 items. Largely misunderstood by his contemporaries he can be regarded as something of a visionary. After being appointed a trustee for Sloane's collection Horace Walpole (himself a notable collector) characterised his trust as 'guardianship of embryos and cockle-shells'. Equally sceptical was Sir Charles Hanbury Williams, who, when asked by Sloane (whose medical care had saved his life) to send him any curiosities he came across during his travels, ended his facetious reply with the words:

'This my wish, it is my glory,  
To furnish your nicknackatory.'

The ever spiteful Lord Hervey, furthermore, in one of the pieces he wrote to amuse Queen Caroline, complimented her as follows:

'Who every Sunday suffers stupid Sloane  
To preach on a dried fly or Hampstead stone,  
To show such wonders as were never seen,  
And give accounts of what have never been.'

Yet, by way of vindication the Sloane Collection was subsequently purchased by the nation to be joined with the King's and Cotton Libraries, The Harleian Manuscripts together with other major collections and by an Act of Parliament in June 1753 the sum of £100,000 was ordered to be raised by lottery, and a number of 'Trustees for the British Museum' appointed, consisting of great officers of State, representatives of the families of Sloane, Cotton, Harley, Townley, Elgin and Knight, a nominee of the King, and 15 elected members. For housing these collections Montague House was acquired for £10,000. The British Museum was opened to the public on 15 January, 1759, 6 years after Sloane's death. While the Museum on its foundation was of value mostly to men of science, the accessions which it received rapidly made it a centre for all aspects of learning. The Trust was charged with the duty of ensuring that Sir Hans Sloane's and the accompanying collections might be preserved and maintained, not only for the inspection and entertainment of the learned and curious, but for the general use and benefit of the public to all posterity. Today the global and unquestioned reputation of the British Museum more than compensates for the ridicule Sloane received from his contemporaries for his 'nicknackatory'.





34

**JACOPO VIGNALI (PRATO VECCHIO 1592-1664 FLORENCE)**

Saint James the Greater  
oil on canvas, oval  
102.9 x 84.5cm (40 1/2 x 33 1/4in).  
unframed

£25,000 - 35,000  
€28,000 - 40,000  
US\$32,000 - 45,000

**Provenance**

Probably acquired by John, 1st Lord Savile, g.c.b (1818-1896),  
Ambassador to Italy 1883-7, and thence by inheritance at Rufford  
Abbey, Nottinghamshire  
Sale, Christie's, London, 18 November 1938, lot 23 (as 'G. de Crayer',  
for 21gns.), where purchased by  
Private Collection, by whom offered  
Sale, Christie's, London, 8 December 2006, lot 237 (as Property of a  
lady)

The attribution to Jacopo Vignali was proposed by Francesca  
Baldassari at the time of the 2006 sale upon physical inspection of the  
work. She suggested a date of the early 1630s.



35

**NEAPOLITAN SCHOOL, 17TH CENTURY**

Saint Luke

oil on canvas

74.6 x 59.5cm (29 3/8 x 23 7/16in).

£7,000 - 10,000

€7,900 - 11,000

US\$9,000 - 13,000



36

**CIRCLE OF TOMÁS HIEPES (VALENCIA CIRCA 1600-1674)**

A still life of a vase of carnations and narcissi in a gilt-mounted vase  
beside a basket of strawberries on a table  
oil on canvas

27.8 x 38.7cm (10 15/16 x 15 1/4in).

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 26,000

**Provenance**

Sale, Christie's, London, 27 October 1989, lot 75





37

**BERGAMO SCHOOL, LATE 17TH CENTURY**

Lutes with music scores and a celestial globe on a draped table; and Musical instruments with books and musical scores on a draped table  
oil on canvas  
*the former* 86.8 x 114.7 cm. (34 1/4 x 45 1/4 in.), *the latter* 88.4 x 114 cm. (34 3/4 x 44 3/4 in.) (2)  
unframed

Several elements, such as the celestial globe and the Spanish guitar in the present works derive from those in Bartolomeo Bettera's numerous still lifes of instruments. Given the very close affinity with Bartolomeo Bettera, a possible attribution to his son Bonaventura Bettera (Bergamo 1663 – 1718) must be considered.

**£12,000 - 18,000**  
**€14,000 - 20,000**  
**US\$16,000 - 23,000**

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

38<sup>TP</sup>

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

Portrait of Prince Charles Louis, Elector Palatine, full-length, wearing a breastplate over a buff jerkin, crimson breeches, and the Order of the Garter, holding a marshal's baton and standing beside his helmet and gauntlets in a landscape

oil on canvas

218.5 x 132cm (86 x 51 15/16in).

in a carved and giltwood mid-18th century English frame

**£40,000 - 60,000**

**€45,000 - 68,000**

**US\$52,000 - 78,000**

**Provenance**

Possibly commissioned by Philip Stanhope, 1st Earl of Chesterfield (1584-1656)

Possibly thence by family descent at Bretby Park to the 7th Earl of Chesterfield, by whose executors offered

Sale, Christie's, London, 31 May 1918, lot 79 (370 guineas to F.

Partridge as Van Dyck of Prince Rupert)

Sir John Frecheville Ramsden, 6th bt. (1877-1958)

His sale, Christie's, London, 27-30 May 1932, lot 125 (£231 to

Lancaster as Van Dyck of Prince Rupert)

Subsequently acquired by the father of the present owner

**Exhibited**

Leeds, National Exhibition of Works of Art, 1868, no. 613 or 3072

**Literature**

O. Millar in S.J. Barnes et al, *Van Dyck*, New Haven and London, 2004, p.487 (a 'good copy')



Painted circa 1637, this magnificent product of van Dyck's studio depicts Prince Charles Louis (1618-1680), the eldest surviving son of Frederick V, Elector Palatine and his wife, Elizabeth Stuart, who was the sister of Charles I and known as the 'Winter Queen'. He was born in Heidelberg on 1 January 1618, shortly before the outbreak of the Thirty Years' War, which was to bring ruin to his father and the Palatine dynasty.



Prince Charles Louis, together with his brothers, Rupert and Maurice, came to the aid of their uncle at the outbreak of the Civil Wars. So famously portrayed by Sir Anthony van Dyck the brothers bestowed a certain glamour on the English King's court which so romantically foreshadowed its tragic demise during the conflict. After settling in England the King did his utmost to prevent his nephew, who could lay claim to the crown should the main Stuart line be ousted, from becoming a focus of opposition. He ensured that the prince accompanied him wherever he went during the next year and a half, and kept him as a sort of 'Protestant mascot'. Charles Louis's strong anti-Catholicism during these years (he was to become more tolerant in later years) led him to distrust Charles I and his Catholic or crypto-Catholic entourage, Prince Charles Louis came to be somewhat mistrusted for his parliamentary sympathies and could not help noticing that the King was irritated by his presence in England and he soon travelled back to The Hague. He returned to England in 1644 when he took up residence in Whitehall, leading contemporaries to believe that he was manoeuvring to be enthroned in place of his uncle, despite the fact that his brothers, Rupert and Maurice fought for the King. In March 1647 the Prince tried to persuade Cromwell to send parts of the parliamentary army — possibly under Cromwell's own command — to Germany to fight for him and the Reformed religion. These plans were not realized, but the Treaty of Westphalia reinstated the Palatine dynasty in the Lower Palatinate and conferred a new, eighth electoral dignity on Charles Louis (the original Palatine title was retained by Bavaria) in October 1648. Charles Louis did not accept the Westphalian peace until 22 December. At this time he was still living in England. In spite of the tensions between himself and Charles I (the King refused to see him before his death), he seems to have been shocked by the King's execution and left England shortly after his uncle's death. Of his family he remained close to his sister, Sophia, the Electress of Hanover and mother of the future King George I of England.

Prince Charles Louis closely resembled his brother, Rupert, but can here be identified as he was the only one of the three brothers who was entitled to wear the Garter at this time and this full-length portrait would probably have been originally conceived as a pair with a portrait of Prince Rupert.

The present work is derived from a prime version by van Dyck which was sold at Sotheby's (3 December 1997, lot 87, £771,500 GBP) and is now in an American private collection. This work is one of only a small number of full-length versions, one of which was in the collection of the Prince of Hanover at Schloss Marienburg (sold Sotheby's, 5 October 2005, lot 115); while a version with changes to the costume is in the National Gallery, London. It has the further distinguished provenance of having been in the collection of the Earls of Chesterfield and is likely to have been commissioned by Philip Stanhope, 1st Earl of Chesterfield who fought loyally in support of King Charles I during the Civil Wars. It remained in the Chesterfield collection until 1918.





39

**LEONARDO COCCORANTE (NAPLES 1680-1750)**

A Mediterranean harbour with shipping floundering in stormy seas; and  
 A fortified Mediterranean harbour with shipping at anchor in the bay  
 a pair, oil on copper

30.9 x 73.5cm (12 3/16 x 28 15/16in). (2)

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 26,000

**Provenance**

With Arthur G. Tite, London, where purchased by the late owner's  
 family in June 1963



40

**VENETIAN SCHOOL, 18TH CENTURY**

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

55.1 x 68.8cm (21 11/16 x 27 1/16in).

£7,000 - 10,000

€7,900 - 11,000

US\$9,000 - 13,000

**Provenance**

Most probably purchased by the late owner approximately 50 years ago



41

**JAN ASSELIJN (DIEPPE CIRCA 1610-1652 AMSTERDAM)**

Peasants merrymaking among ruins, an Italianate landscape beyond  
signed with monogram 'JA' (lower right)

oil on canvas

61.2 x 50.8cm (24 1/8 x 20in).

£12,000 - 18,000

€14,000 - 20,000

US\$16,000 - 23,000

**Provenance**

Sale, Bonhams, London, 14 December 1978, lot 30

With Rafael Valls, London, 1979

Private Collection, Germany, 1986 (according to literature)

Sale, Sotheby's, New York, 25 January 2001, lot 108

**Exhibited**

Cologne, Wallraf-Richartz Museum, *I Bamboccianti. Niederländische Malerrebelln im Rom des Barock*, 28 August- 17 November 1991, cat. no. 1.1

Utrecht, Centraal Museum, *I Bamboccianti. Niederländische Malerrebelln im Rom des Barock*, 6 December 1991 - 9 February 1992, cat. no. 1.1

**Literature**

*Weltkunst*, vol. 49, no. 13, 1 July 1979, p. 1630

A-C. Steland-Stief, in D. Levine & E. Mai (ed.), *I Bamboccianti*.

*Niederländische Malerrebelln im Rom des Barock*, exh. cat. 1991, pp. 114-116, cat. no.1.1, ill., p.115

Anne-Charlotte Steland-Stief suggests that the present work dates from Asselijn's early Italian period, circa 1639-40 (see Literature). During this period Asselijn was influenced by a group of Dutch Italian artists, including Pieter van Laer, known collectively as the *Bamboccianti*.

The motif of peasants and animals in Roman ruins was a popular subject for Asselijn, and one that he repeated throughout his Italian period and continued to do so after his return to The Netherlands. A similar work, also dated to Asselijn's early period in Rome, is in the Wadsworth Atheneum, Hartford (inv. no. 1917.1).





42

**THOMAS HEEREMANS (HAARLEM 1640-1697)**

A frozen river landscape with figures in sledges and others skating  
signed and dated 'THMANS 1669' (lower right)

oil on panel

54.2 x 47.4cm (21 5/16 x 18 11/16in).

£6,000 - 8,000

€6,800 - 9,100

US\$7,800 - 10,000

**Provenance**

Possibly, the Collection of Louis Joseph Terry by whom offered  
Possibly, sale, Vaerman, Brussels, 20 October 1834, lot 262 ('Un hiver  
en paysage. Un des tableaux de ce maître', dated 1669)

With Salomon Pynappel, London, 1959, where purchased by the  
present owner's father



43

**NETHERLANDISH SCHOOL, 16TH CENTURY**

Portrait of a gentleman, three-quarter-length, in a black doublet and embroidered white lace collar; and Portrait of a lady, three-quarter-length, in a black dress with red sleeves and a white cap, holding a gold chain each charged with the sitter's coat-of-arms, the former inscribed 'AEtatis Sue 23/ Anno 1568' (on *cartolino*, upper right) and the latter inscribed 'AEtatis Sue 22/ Anno Domini 156\*' (on *cartolino*, upper right) a pair, oil on panel  
 91.5 x 68.6cm (36 x 27in). (2)

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

The lady's arms (*or, a fess chequy argent and gules*) are those of the de la Marck family. Robert IV de La Marck (1491–1556), duc de Bouillon, Seigneur of Sedan and a Marshal of France had four surviving daughters: Antoinette (1542–91), who married Henri I de Montmorency; Diane, (born 1542), who married successively Jacques de Clèves, duc de Nevers, Henri de Clermont and Jean Babou, Comte de Sagonne; Guillemette (1545–1592), who married John III, Comte de Ligny; and Catherine (born 1548), who married Jacques de Harlay, seigneur de Champvallon. The gentleman's unusual arms feature in a piece of stained glass that Horace Walpole acquired for Strawberry Hill.



44 \*

**ANDREA SACCHI (NETTUNO 1599-1661 ROME)**

Daedalus fastening wings on his son Icarus  
oil on canvas  
124.5 x 106.5cm (49 x 41 15/16in).

£250,000 - 350,000

€280,000 - 400,000

US\$320,000 - 450,000

**Provenance**

Private Collection, France

Sale, Sotheby's, New York, 29 January 2009, lot 162, after which  
acquired by the current private owner, USA

This magnificent Baroque composition has recently been added to the oeuvre of Andrea Sacchi by Dr. Ann Sutherland Harris who refers to it categorically as 'an autograph work' (private correspondence between Dr. Sutherland Harris and the owner, a copy of which is available on request). This is significant since no comparable, fully authenticated work which displays Sacchi's crucial place in art history has appeared at auction in recent years.

The elegant composition captures the moment of drama when Daedalus, the designer of The Labyrinth on the island of Crete, attaches to the shoulders of his son a pair of delicate wings, made of feathers. Icarus's eyes do not meet those of his father as if ignoring, or failing to comprehend, his father's warning that he should fly neither too close to the sun since the wax with which the feathers were secured would melt, nor too close to the sea since the spray from the ocean would soak the wings. A number of ancient authors, in particular Ovid in his *Metamorphoses* (Book VIII lines 182-235), relate that Icarus ignored these admonitions, soared towards the sun and then plunged to his death in the Aegean Sea. The juxtaposition of Daedalus's sunburnt flesh with the pale, youthful skin of Icarus illustrates a metaphorical contrast between wisdom and youth. Sacchi has, furthermore, bathed his figure of Icarus in a spotlight, referencing the familiar Baroque *chiaroscuro* which was first popularised by Caravaggio and continued by Guido Reni, Albani and others.

Sacchi occupied an important and influential position, midway between Annibale Carracci and Carlo Maratta, in the development of an elegant classical style of painting in 17th century Rome. Sacchi's devotion to the art of Raphael and Carracci and his criticism of the views of Pietro da Cortona and Gianlorenzo Bernini made him, with Nicolas Poussin and Alessandro Algardi, one of the most significant representatives of a stylistic and aesthetic opposition to the more flamboyant aspects of the High Baroque. Certainly, the present composition elegantly combines a restrained and pure form of classicism with the theatre and sensuality of the Baroque style.



## *‘Sacchi has combined painterly skill, compositional elegance and emotional intensity to emphasise the drama’*

---

In this respect, this painting of Daedalus and Icarus is one of Sacchi's most inventive and successful compositions. In the artist's celebrated debate with Pietro da Cortona, described by Missirini in his early 19th century history of the Accademia, the two artists discussed the relative virtues of compositions containing fewer figures and those with many. Missirini relates that Sacchi favoured paintings with fewer figures and the present work takes this policy to a natural, and dramatic, conclusion.

A number of versions of Sacchi's Daedalus fastening wings on his son Icarus are recorded before the end of the 18th century. What had been considered to be the finest version is that in the Palazzo Rosso, Genoa, where it has been since 1766, when it was first recorded in a Brignole sale. One other version has an earlier documented history and has remained in the Doria-Pamphilij family collection in Rome. Together with the present work, these three autograph paintings differ slightly from each other in size and minor details. It is important to highlight that the present work must be recognised as on a par with the Genoa version. Dr. Sutherland Harris points out, 'the freely painted feathers of Icarus's wing are more visible in the [present] version than in the Genoa version, more of Icarus's face is in shadow, and its shorter format concentrates the viewer's attention on the two men and the fatal lack of attention by Icarus to his father's instruction. The treatment and distribution of all the shadows falling on both men have been very carefully recorded, and are not identical in these two versions'.

Dr. Sutherland Harris concludes 'To summarise, the two paintings by Andrea Sacchi depicting Daedalus and Icarus in the Palazzo Rosso, Genoa and [the present painting] are both autograph works by Sacchi. The fact that there are minor differences between them also supports this conclusion as the artist himself would be more likely to continue to edit and make adjustments than a copyist working in Sacchi's studio under his supervision. During the papacy of Innocent X Sacchi lacked the steady patronage he had enjoyed during the reign of Urban VIII Barberini, especially from Cardinal Antonio, and started making copies of own compositions, among them this subject, but also of the more complex story, The Drunkenness of Noah, of which decent versions exist in Berlin, Vienna and Catanzaro'.

Sacchi has combined painterly skill, compositional elegance and emotional intensity to emphasise the drama which, as all viewers know, will culminate in Icarus's fall into the sea.





45<sup>TP</sup>

**WILLIAM MARLOW (SOUTHWARK 1740-1813 TWICKENHAM)**

A distant view of Rome from the North

oil on canvas

101.6 x 127.3cm (40 x 50 1/8in).

£20,000 - 30,000

€23,000 - 34,000

US\$26,000 - 39,000

**Provenance**

Jeremiah Harman (d. 1844), London (according to an old inscription on the stretcher bar, verso)

With Thomas Agnew and Sons, London, by 1978

**Exhibited**

Possibly, London, Society of Artists, 1769, no. 92

London, Thomas Agnew and Sons, *Three Centuries of British Painting*, 1978, no. 31

Marlow travelled to Italy and France in the 1760s on the advice of the Duchess of Northumberland, and many of his Italian views remain at Alnwick Castle.

A similar view by Marlow was offered at Sotheby's London on 13 June 2002, lot 6. The present work and the Sotheby's work relate to a drawing from circa 1766, which is now in the Oppé Collection, Tate Gallery.





46

**JAMES SEYMOUR (LONDON 1702-1752)**

A racehorse, traditionally identified as Molotto, held by a groom signed with initials and dated 'J.S/ 1746' (lower right) and bears inscription 'Mr Parsons Molotto \*\* Whitefoot, son of Bay Bolton' (on stretcher)

oil on canvas

50.4 x 62.1cm (19 13/16 x 24 7/16in).

**£18,000 - 25,000**

**€20,000 - 28,000**

**US\$23,000 - 32,000**

**Provenance**

The late David Astor, the Manor House, Sutton Courtenay, 1949 (probably acquired with the purchase of the house in 1945 from Captain Harry Lindsay) and thence by family descent, by whom offered Sale, Bonhams, London, 8 December 2004, lot 3, where purchased by the present owner

*Molotto*, bred by Sir John Dutton, was a black colt foaled in 1736 by *Whitefoot* out of a sister to *Miss Partner* by *Partner*. Both the sire and dam were from Lord Godolphin's stud at Babraham in Cambridgeshire, and *Molotto* raced for Godolphin winning a Kings Plate at Nottingham on 6 July 1742, and another at Newmarket on 7 April 1743. Following this he was sold to Mr Parsons and in 1744 he won a £50 plate at Huntingdon.



47

**JACOPO VIGNALI (PRATO VECCHIO 1592-1664 FLORENCE)**

Saint Lawrence

oil on canvas

108.6 x 76.2cm (42 3/4 x 30in).

unframed

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 26,000

**Provenance**

Probably, Sir Archibald Edmonstone, 5th Bt. of Duntreath (1867-1954), who was a frequent visitor to Florence where his youngest sister, Alice, The Hon. Mrs George Keppel, lived  
Sale, Christie's, New York, 19 April 2007, lot 246

**Literature**

F. Moro, *Viaggio nel Seicento toscano: dipinti e disegni inediti*, Mantua, 2006, pp. 120-1, fig. 9

Francesca Baldassari confirmed the attribution to Vignali at the time of the 2007 sale.



48

**MICHELE DESUBLEO (MAUBERGE CIRCA 1601-1676 PARMA)**

An Allegory of Painting and Drawing

oil on canvas

76.2 x 66.2cm (30 x 26 1/16in).

**£15,000 - 20,000**

**€17,000 - 23,000**

**US\$19,000 - 26,000**

We are grateful to Alberto Cottino for confirming the attribution of the present *Allegory of Painting* to Desubleo. Born in Mauberge, Michele Desubleo spent the majority of his career in Bologna, with the exception of stays in the Veneto and Rome. Whilst it is difficult to date many of Desubleo's pictures, given the lack of documentation, Cottino has suggested a date of the 1650s; either late on in the artist's stay in Bologna or early in his Venetian sojourn.

The artist in the present work is sketching on a canvas a winged figure playing a long trumpet, most probably an *Allegory of Fame*. In his left hand he holds a red-chalk drawing depicting a figure sitting astride a wheel and crowning an ass, a cautionary reminder that whilst painting can bring with it considerable fame, fortunes can always change.

49

**AMBROSIUS BOSSCHAERT THE ELDER (ANTWERP 1573-1621  
THE HAGUE)**

A still life of a porcelain vase with a gilt-mounted base, holding a floral bouquet including various roses, tulips, anemone, cyclamen, narcissi, hyacinth, pansy, marsh marigold and columbine, on a table, beside a caterpillar on a sprig of narcissi on the left and a Red Admiral butterfly to the right, with a bee on the central rose and a dragonfly on the upper tulip

oil on panel

36.5 x 25.7cm (14 3/8 x 10 1/8in).

**£400,000 - 600,000**

**€450,000 - 680,000**

**US\$520,000 - 780,000**

**Provenance**

Private Collection, Belgium

Private Collection, Europe

Sale, Koller, Zurich, 18 September 2009, lot 3015, where purchased by the present owner

First identified by Dr. Fred Meijer of the RKD in a letter dated 8 June, 2001, the present work was hitherto unknown to previous authors, such as Laurens Bol, who published a monograph on Bosschaert and his dynasty in 1960. Fred Meijer writes that this composition fits securely within the oeuvre of Ambrosius Bosschaert the Elder dating to the years around 1609/10.





Bosschaert's earliest known dated flower painting, from 1605 (private collection, on copper, monogrammed and dated, 18.4 x 14.6 cm.) shows a rather schematic composition and the same remained true for work from 1606, albeit that his imagery was becoming more complex. By early 1607, however, the artist was clearly becoming aware of the advantage of arranging his flowers in a more three-dimensional fashion: by this time he had also studied Jan Brueghel the Elder's ventures in flower painting, and eagerly adopted motifs and types of arrangement from that artist.

Bosschaert's earliest bouquet is set in a small porcelain vase, with a similar decoration to the one depicted here, but with a different gilt mounting. The vase shown here appears to be the same one that also occurs in later pictures, such as the one in the Rijksmuseum, Amsterdam (1934 cat. no. 590, oil on copper, monogrammed and dated 1619, 31 x 22.5 cm.). Several flowers also occur in other Bosschaert bouquets, particularly from the period around 1610; the anemone is very similar to the one in the major bouquet from 1609 in the Kunsthistorisches Museum, Vienna (Inv. no. 547, oil on panel, monogrammed and dated, 50.2 x 35.3 cm.); while the hyacinth appears similarly in the painting in the Ashmolean Museum, Oxford, which can be dated to 1609/10 (oil on copper, monogrammed, 37 x 27 cm.). The columbine recurs in a small bouquet from 1610 in the P. & N. de Boer Foundation, Amsterdam (oil on copper, monogrammed and dated, 27 x 18.5 cm.), and in a basket of flowers which was with Galerie Sanct Lucas in Vienna (oil on panel, 40.5 x 61 cm.), and which also has the same sprig of white narcissi draped in front of it. The somewhat sparkling treatment of the rose foliage can be found similarly in the Vienna bouquet, as well as in some slightly earlier works (for example, a monogrammed oil on copper of circa 1606 in a Private Collection, oil on copper, 19.3 x 12.9 cm.).

From 1610 onwards, Bosschaert's rose leaves appear to become softer and more even. A flower painting is known which must be a copy of a lost Bosschaert original, the composition of which appears to be an intermediary between the present painting and, for instance, the Oxford bouquet (Private Collection, oil on panel, 36 x 24 cm.). Probably somewhat later, and somewhat brighter in tone, but still quite similar in atmosphere, is a pair of oval flower still lifes in Frankfurt (Frankfurt Historisches Museum, both monogrammed, oil on copper, 24 x 18 cm.).

As regards the iconography of this work, the interest shown here in botany and the growing variety of floral species was probably the most important incentive for the genesis of such subject matter. Intrinsicly, such a display of variety could be considered to have been in praise of God's creation; while representing these lavish flowers which fade quickly, the artist was also at pains to convey the transitory nature of the world's vanity, with the butterfly juxtaposed with the caterpillar possibly symbolising the Resurrection. Whatever underlying meaning intended by the artist, however, his primary purpose was evidently to please and excite the eye of the viewer by the illusion of a deceptively 'real' bouquet of flowers.

We are grateful to Dr. Fred Meijer for his assistance in cataloguing this work.





50

**ATTRIBUTED TO GIUSEPPE NOGARI (VENICE 1699-1763)**

Portrait of a young girl, bust-length, in a green dress with a black felt hat

oil on canvas

46.2 x 36.7cm (18 3/16 x 14 7/16in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,200 - 7,800





51<sup>TP</sup>

**PAOLO DE MATTEIS (CILENTO 1662-1728 NAPLES)**

The Holy Family with the Infant Saint John the Baptist and attendant putti

oil on canvas

152.1 x 174.6cm (59 7/8 x 68 3/4in).

unframed

£20,000 - 30,000

€23,000 - 34,000

US\$26,000 - 39,000

**Provenance**

Sale, Ansorena, Madrid, 18 December 1997, lot 210 (as Sebastiano Conca)

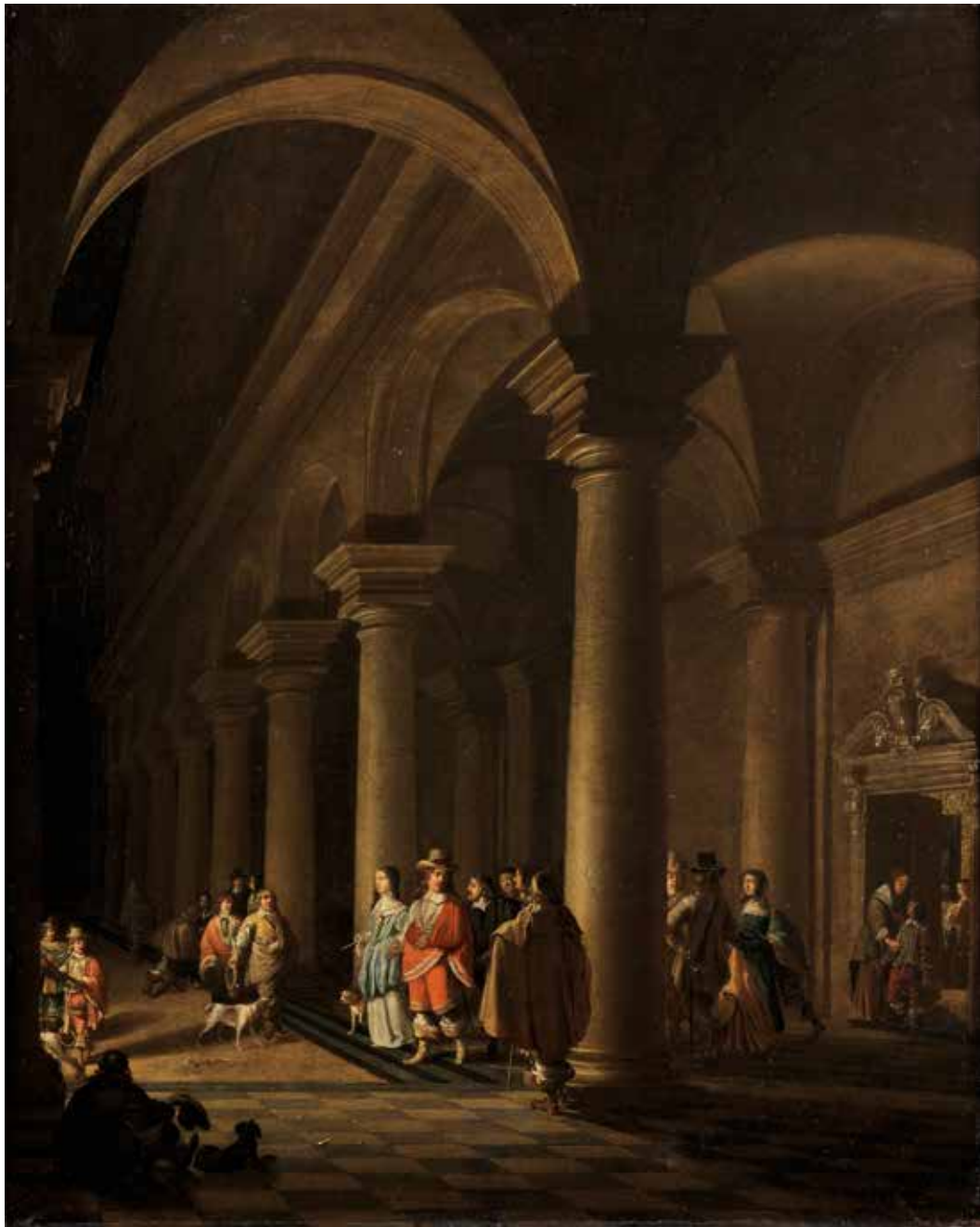
Private Collection, Madrid

Sale, Christie's, London, 8 July 2005, lot 75

**Literature**

J. Urrea Fernandez, *La pintura italiana del siglo XVIII en España*, Valladolid, 1977, p. 260, pl.LXXI, fig. 2, as Sebastiano Conca

We are grateful to Prof. Nicola Spinosa for confirming the attribution to de Matteis upon inspection of a colour photograph and for suggesting a date of circa 1710 for the work.



52 \*

**ATTRIBUTED TO ANTONIE DE LORME (TOURNAI 1610-1673  
ROTTERDAM)**

Elegant figures in a church interior  
oil on panel

86.6 x 69.8cm (34 1/8 x 27 1/2in).

£12,000 - 18,000

€14,000 - 20,000

US\$16,000 - 23,000

**Provenance**

Possibly, with Julius Bohler Kunsthandlung, Munich, 1963



53

**PIETER DE MOLIJN (LONDON 1595-1661 HAARLEM)**

A riverside village with a figure crossing a wooden bridge  
signed 'PMolyn' (on rock, lower left, the P and M in ligature)

oil on panel

23.2 x 32.2cm (9 1/8 x 12 11/16in).

£5,000 - 7,000

€5,700 - 7,900

US\$6,500 - 9,000

54 \* TP

**ATTRIBUTED TO CHARLES LEBRUN (PARIS 1619-1690)**

The Israelites crossing the Red Sea

oil on canvas

158.1 x 213.4cm (62 1/4 x 84in).

£25,000 - 35,000

€28,000 - 40,000

US\$32,000 - 45,000

**Provenance**

Probably, Robert Strange sale, Christie's, London, 5 March, 1773, lot 107 ('Le Brun - The Passage of the Red Sea, from Poussin')

Probably, Sir Thomas Rumbold of Woodhall Park, circa 1773

From whom probably purchased in 1800 by Samuel Smith

Probably the collection of Abel Smith of Berkeley Square, circa 1835

Probably thence by family descent until the sale of the Principal

Contents of Woodhall Park, Sotheby's 11 March 1931, lot 20,

72 x 83 1/2 in. (as by Poussin)

**Literature**

Probably Anthony Blunt, *The Paintings of Nicolas Poussin, a critical catalogue*, London, 1966, p. 17 (as copy of No. 20 by Charles Lebrun)

**Exhibited**

Cantor Museum, Stanford University, California



The present composition is after the original work by Nicolas Poussin in the National Gallery, Melbourne (acc. no. 1843-4). Anthony Blunt's catalogue entry for the original by Poussin gives two copies by Charles Lebrun in a sale of 1773 which he says were bought by West whom he says was presumably Benjamin West. In fact, the Christie's records for the sale give the buyer as 'Parsons'. Since he is not a known collector but records show that he bought several other major paintings around the time it is thought that he may well have been a dealer or agent.

The frame has been identified as constructed by the West End frame maker Smith and Son in the 1830s and their records show that Abel Smith of Berkeley Square purchased two handsome frames for copies of Poussin in 1835. Two pictures from the Smiths' collection at Woodhall, catalogued as by Poussin, were sold on 11 March 1931 at Sotheby's in two separate lots. Woodhall was completed and being furnished in 1773 by Sir Thomas Rumbold, an Indian nabob who went out to be Governor of Madras, which is the same year as the sale of the two pictures of the same subject that were called Charles Lebrun. Following Sir Thomas Rumbold's death the property and its entire contents were bought by Samuel Smith in 1801, whose son, Abel Smith, inherited his estate in 1834.

The 1773 catalogue entry stated the following: 'It is to be remarked that the engravings which have been published of this picture and its companion, have, in all probability, been done from these admirable copies by Le Brun because in the print of this subject we do not find the pillar of fire behind the Moses, which is certainly in the picture painted by Poussin, in the collection of the Earl of Radnor. For what reason Le Brun omitted this is best known to himself.' The pillar, in fact of cloud, not fire, which had been painted out in the original, reappeared when the painting was cleaned in 1960, but was in fact so much damaged that it had to be covered up again. Edouard Gerspach in his summary of the series of tapestries known as *L'Histoire de Moïse*, notes that 'the tapestries were executed from blown-up copies of the paintings by Poussin, which comprised 8 subjects. Le Brun completed the set with two works: The Brazen Serpent and The Burning Bush.' (Edouard Gerspach, *Répertoire détaillé des tapisseries des Gobelins exécutées de 1662 à 1892*, Paris, 1893, pp.88-89).



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.



55<sup>TP</sup>

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

A nymph

oil on canvas

127.2 x 102.6cm (50 1/16 x 40 3/8in).

£20,000 - 30,000

€23,000 - 34,000

US\$26,000 - 39,000

John Wilson dates the present work to the late 1780s. Its large scale suggests that it was very likely intended for exhibition and it is possible that it is one of two works exhibited by Hoppner at the Royal Academy, London in that period, one under the title of *A Nymph* (1788, no. 394) and the second *A Bacchante* (1789 no. 213).



56

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

Portrait of Lady Elizabeth Herbert and her son, Charles, seated in a landscape

oil on canvas

57.9 x 44.4cm (22 13/16 x 17 1/2in).

£7,000 - 10,000

€7,900 - 11,000

US\$9,000 - 13,000

**Provenance**

William Permain (1840-1910), London (according to a label on reverse)

Probably Charles Storr Kennedy, by whom offered,

Sale, Christie's, London, 16 July 1915, lot 30 (bt £30.9.0 by Renton)

Probably W.H. Floresheim, by whom offered,

Sale, Christie's, London, 5 June 1925, lot 59 (bt. £27.6.0 by Hanbury)

Private Collection, USA

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.

Lady Elizabeth Herbert (1752-1836) was the daughter of Charles, 2nd Earl of Egremont. In July 1771 she married Henry Herbert, who was subsequently created Lord Porchester in 1780 and 1st Earl of Carnarvon in 1793. Her son, Charles, married Bridget Augusta, daughter of Viscount Torrington.

This portrait would appear to be based on a reduced version of Reynolds's portrait which is currently in a private collection. Reynolds is known to have executed portraits in a smaller format, but the hand of James Northcote (1746-1831) has been suggested as a possibility for the present work.



57

**FRANCESCO DAGIU, CALLED CAPELLA (VENICE 1711-1784)**

*La Buona Ventura*

oil on canvas

81.4 x 110.2cm (32 1/16 x 43 3/8in).

£25,000 - 35,000

€28,000 - 40,000

US\$32,000 - 45,000

**Provenance**

Private Collection, Europe, for at least 80 years

**Exhibited**

Trieste, *Esposizione d'Arte Antica*, Circolo Artistico Trieste, 1925, no. 220 (according to a label on the reverse)





58

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

An elderly man seated at the foot of a tree, a view to a village beyond  
oil on canvas

73.1 x 57.2cm (28 3/4 x 22 1/2in).

unframed

£20,000 - 30,000

€23,000 - 34,000

US\$26,000 - 39,000

**Provenance**

In the present owner's family since the 1930s

The present work is sold with a copy of the expertise from Prof. Mina Gregori, dated 1 December 1992, in which she confirms the attribution to il Pitochetto. She dates the work to the late 1730s or early 1740s.

59

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

Figures reading in an interior  
bears signature 'D. TENIERS.FEC' (on table, lower right)  
oil on copper  
23.2 x 17.2cm (9 1/8 x 6 3/4in).

£20,000 - 30,000

€23,000 - 34,000

US\$26,000 - 39,000

**Provenance**

Private Collection, Paris, presumably 18th century  
Collection of Thomas Poynder  
T.A.M Poynder, Hartham Park, Wiltshire (included in Inventory of 1873), and by descent to his nephew  
Sir John Dickson-Poynder, Bt., created Lord Islington and thence by descent through the family until offered by the heirs  
Sale, Christie's, London, 11 February 1972, lot 61 (bt. Marin for 4500 gns)  
With David M. Koetser, Zurich, July 1972  
Acquired by the present owner's father in London in 1972

**Exhibited**

Bristol, City Art Gallery, on long-term loan

**Engraved**

Jacques Firmin Beauvarlet (1731-1797) as *La Bonne Intelligence* (see fig 1)

We are grateful to Dr. Margret Klinge for confirming the attribution to David Teniers upon inspection of the original and for suggesting a date of the 1650s, when the artist was working in Brussels.



Fig. 1





60

**FRENCH SCHOOL, LATE 18TH CENTURY**

Study of a hand holding a letter and of a lady's costume  
oil on paper, laid on board

38.2 x 31.6cm (15 1/16 x 12 7/16in).

£5,000 - 7,000

€5,700 - 7,900

US\$6,500 - 9,000



61

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

The Grand Canal, Venice, looking South from the Palazzi Foscari and Moro-Lin to Sta Maria della Carità

oil on canvas

38.3 x 63.8cm (15 1/16 x 25 1/8in).

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 26,000

**Provenance**

Private Collection, UK

The present composition is based on Canaletto's original view of the Grand Canal which is now in the Collection of Her Majesty the Queen (RCIN 401404). The viewpoint is the same for both works but there are small differences amongst the figures and boats.



62

**WILLIAM TURNER OF OXFORD OWS (BLACK BOURTON 1789-1862 OXFORD)**

A view of Christ Church, Oxford from Merton Field signed 'W. Turner' (lower left) and signed and inscribed 'View from Merton Field, Oxford / W. Turner / Oxford' (verso)  
 pencil and watercolour on wove paper  
 18.5 x 24.5cm (7 5/16 x 9 5/8in).

£4,000 - 6,000  
 €4,500 - 6,800  
 US\$5,200 - 7,800

**Provenance**

Possibly acquired by Thomas Ashton, (d.1899) Manchester  
 Collection of Margaret Ashton, and bequeathed to  
 Mr E. G. Lupton, Leeds from 1938  
 With Agnew's, London  
 Private Collection, UK

**Exhibited**

Leeds City Art Gallery, *Exhibition of Early English Watercolours*, 1958,  
 no. 121



reverse of lot 62



63

**ANTONIO PIETRO ZUCCHI (VENICE 1726-1795 ROME)**

Bacchus and Ariadne, within a feigned octagon

oil on canvas

78.8 x 78.8cm (31 x 31in).

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 16,000

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



64<sup>TP</sup>

**ATTRIBUTED TO VALERIO CASTELLO (GENOA 1624-1659)**

The Adoration of the Shepherds

oil on canvas

97.5 x 123.3cm (38 3/8 x 48 9/16in).

£20,000 - 30,000

€23,000 - 34,000

US\$26,000 - 39,000

**Literature**

C. Manzitti, *Valerio Castello*, Turin, 2004, p.136 cat. no. 136, ill. no. 136

In his catalogue entry for this work, Manzitti suggests a date of the 1650s.





65

**VERONESE SCHOOL, LATE 16TH CENTURY**

The Agony in the Garden

oil on canvas

99.2 x 74.3cm (39 1/16 x 29 1/4in).

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 16,000

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



66

**BARTOLOMEO PINELLI (ROME 1781-1835)**

The Death of Liccio Dentato; The Death of Paolo Emilio at the Battle of Cannae; Philoctetes threatens Odysseus, but is restrained by Neoptolemus; and The Vestal Virgin, Flornia about to enter her tomb the former signed, inscribed and dated 'Pinelli invent fece 1812 Roma' (lower left)

four of a set, pen, brown ink and wash on paper  
 62.1 x 90.6cm (24 7/16 x 35 11/16in); 61.9 x 93.2cm (24 3/8 x 36 11/16in).; 51.7 x 64.5cm (20 3/8 x 25 3/8in).; 52.7 x 69cm (20 3/4 x 27 3/16in). (4)

**Provenance**

Private Collection, Europe, for at least 50 years

The Vestal Virgin, Flornia (circa 240 – 216 BC) was convicted of fornication and buried alive. An aquatint of this subject appears in Alessandro Verri's *Le notti romane al sepolcro degli Scipioni*. An aquatint of the Death of Lucius Siccus Dentatus (circa 450 BC) was illustrated in Oliver Goldsmith's *The Roman History from the Foundations of the City of Rome to the Destruction of the Western Empire*.

£20,000 - 30,000  
 €23,000 - 34,000  
 US\$26,000 - 39,000





67

**ATTRIBUTED TO JASPER VAN DER LAANEN (ANTWERP CIRCA 1592-1626)**

A wooded landscape with an elegant figure on horseback, before a river

oil on panel

25.5 x 36.8cm (10 1/16 x 14 1/2in).

£6,000 - 8,000

€6,800 - 9,100

US\$7,800 - 10,000

**Provenance**

Private Collection, UK, since before 1972



68<sup>TP</sup>

**AFTER DAVID VINCKBOONS, EARLY 17TH CENTURY**

A fête champêtre with numerous elegant figures in a wooded landscape beside a river and a village beyond

oil on canvas

90 x 140cm (35 7/16 x 55 1/8in).

**£15,000 - 20,000**

**€17,000 - 23,000**

**US\$19,000 - 26,000**

The present composition by David Vinckboons was engraved by Nicolaes de Bryn in 1601.

69

**ATTRIBUTED TO PIETER CLAESZ. (BURGSTEINFURT 1597-1660 HAARLEM)**

An upturned pewter jug, silver beaker, a candlestick with a pewter platter, a glass cup and cover, mustard pot and a vine on a draped table

oil on panel

82.5 x 90cm (32 1/2 x 35 7/16in).

**£20,000 - 30,000**

**€23,000 - 34,000**

**US\$26,000 - 39,000**

**Provenance**

With Sidney L. Moss, London, where purchased by the late owner in February 1947

The upturned pewter jug and silver beaker in the present work also appear in a still life offered at Christie's on 11 December 1992, lot 84, as a collaboration between Pieter Claesz., Jan Jansz. Den Uyl and Roelof Koets. Other elements in common with the Christie's work are the mustard pot and the candlestick at the far right of the composition. Fred Meijer believes the latter still life to be a single-handed work entirely by Pieter Claesz. dating to the mid-1630s. Also close to the present still life is the signed work previously with Douwes Fine Art in 1926 (see M. Brunner-Bulst, *Pieter Claesz. der Hauptmeister des Haarlemer Stillebens im 17. Jahrhundert*, Lingen 2004, p. 254, cat. no. 89, ill. p. 255) with the similarly upturned silver beaker resting on a pewter plate.

We are grateful to Dr. Fred Meijer for suggesting that this painting is by Pieter Claesz., upon first-hand inspection of the work, and for suggesting a date of the mid 1630s. We are also grateful to Dr. Martina Brunner-Bulst who has suggested an alternative attribution to Hendrick van Heemskerck (1619-1680).





70

**JACQUES-LAURENT AGASSE (GENEVA 1767-1849 LONDON)**

A view of the Thames at Southwark looking towards Blackfriars Bridge and Saint Paul's Cathedral

oil on canvas

36.5 x 54.6cm (14 3/8 x 21 1/2in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

**Provenance**

Sale, Sotheby's, London, 14 March 1984, lot 93 (as the property of a Deceased Estate), where purchased by the present owner

**Literature**

R. Loche et al, *Jacques-Laurent Agasse 1767-1849*, London, 1988, exh. cat., p. 118, under cat. no. 39

Agasse painted a number of Thames views between 1816-1818, culminating in the large *Landing at Westminster Bridge*, which was exhibited at the Royal Academy in 1818. It is possible that the present work is in Agasse's MS. Record Book as 'Forgot in August. [1818] A view blackfriars bridge with a sailing boat. Small'.





71  
**JOHN FERNELEY JUNIOR (MELTON MOWBRAY 1815-1862  
MANCHESTER)**

The hunter Merry Lad with hounds in a landscape  
signed and dated 'John Ferneley/ 1849' (lower left)  
oil on canvas  
71 x 94.6cm (27 15/16 x 37 1/4in).

£20,000 - 30,000  
€23,000 - 34,000  
US\$26,000 - 39,000

**Provenance**

Acquired by the present owner's family over 60 years ago

Merry Lad was owned by accomplished horseman, Captain John White (1790-1866), Master of the Cheshire hunt from 1842. A work by Ferneley Junior depicting Captain White hunting with the Quorn in 1850 was offered for sale at Christie's, New York on 30 May 2002.

72<sup>TP</sup>

**SIR WILLIAM BEECHEY (BURFORD 1753-1839 HAMPSTEAD)**

Portrait of Thomas Lowndes, full-length, in a black coat and breeches, seated with his dog before a landscape  
signed with initials and dated 'WB. 1823' (on rock, lower left)  
oil on canvas, unlined  
238.4 x 146cm (93 7/8 x 57 1/2in).

£20,000 - 30,000

€23,000 - 34,000

US\$26,000 - 39,000

**Provenance**

Presumably the sitter, Thomas Lowndes, Barrington Hall, Harlow, Essex  
With Ehrich Galleries, New York, where acquired by  
Mrs Whitelaw Reid, Ophir Hall, New York, by whose executors offered  
Sale, American Art Association Anderson Galleries, Ophir Hall, New York,  
14-18 May 1935, lot 1192  
Mr Ogden Reid, New York  
Acquired by the North Carolina Museum of Art, Raleigh, USA, in 1952, by  
whom offered  
Sale, Christie's, London, 16 November 1990, lot 16  
With Julian Simon Fine Art, London, where purchased by the present owner

**Exhibited**

London, Royal Academy, 1824, no. 124

**Literature**

W. Robert, *William Beechey*, London/ New York, 1907, pp. 162-3, 256, 276  
W. R. Valentiner, *North Carolina Museum of Art: Catalogue of Paintings*,  
1956, p. 55, no. 76  
*North Carolina Museum of Fine Art: British Paintings to 1900*, North Carolina,  
1969, vol. II, pp.4-5, cat. no. 64

**Engraved**

in mezzotint, by William Say, published 1826

The sitter, Thomas Lowndes (1767-1835), of Barrington Hall, was a wealthy London merchant and a generous patron of Beechey. Between 1823 and 1825 Lowndes commissioned the present full-length portrait of himself and portraits of his father and daughter, amounting to a total payment of £546. He also sent the artist a gift of 50 guineas in December 1823 (see: W. Roberts *ibid*, pp. 256-7).





73 \*

**CIRCLE OF CAREL VAN FALENS (ANTWERP 1683-1733 PARIS)**

Elegant figures on horseback hunting stag

oil on panel

42.3 x 66.8cm (16 5/8 x 26 5/16in).

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 16,000



74

**JACOB SALOMONSZ. VAN RUYSDAEL (HAARLEM CIRCA 1629-1682 AMSTERDAM)**

A wooded landscape with cattle grazing on a path, a church spire

beyond

signed with initials and dated 'JR. 1649' (lower left)

oil on panel

32.2 x 42.8cm (12 11/16 x 16 7/8in).

**Provenance**

Sale, Phillips, London, 10 July 2001, lot 117

Marijke C. de Kinkelder confirmed the attribution to Ruysdael at the time of the last sale.

**£12,000 - 18,000**

**€14,000 - 20,000**

**US\$16,000 - 23,000**



75

**ATTRIBUTED TO ALEXANDER WISKEMANN (ACTIVE FULDA, PRAGUE AND KASSEL 1604-1622)**

Venus and Amor  
inscribed 'F.C. 117' (on reverse)  
oil on panel  
47.1 x 35.9cm (18 9/16 x 14 1/8in).

£18,000 - 25,000  
€20,000 - 28,000  
US\$23,000 - 32,000

**Provenance**

With Galier Attems, Graz  
Private Collection, Vienna, from 1952, until offered  
Sale, im Kinsky, Vienna, 28 September 2010, lot 55

Dr. Eliška Fuciková confirmed the attribution to Wiskemann at the time of the last sale.



76

**ATTRIBUTED TO LUIS DE MORALES (BADAJOZ CIRCA 1509-1586)**

Christ as the Man of Sorrows

oil on panel

35.9 x 30.1cm (14 1/8 x 11 7/8in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

The present composition repeats that of a work by Morales, which is now in a private collection, Madrid (see I. Mateo Gomez, 'Nueva aportación a la obra de Morales cronología, soportes y réplicas' in *Archivo Español de Arte*, vol. LXXXVIII, no. 350, April-June 2015, pp. 131-140, fig. 7). This latter, slightly larger work, measuring 41.7 x 31.7cm., is, unusually for Morales, on copper.

77 \*

**LOUIS-LÉOPOLD BOILLY (LA BASSÉE 1761-1845 PARIS)**

*La Jarretière*

signed 'boilly.' (on box, lower right)

oil on panel

27.6 x 21.9cm (10 7/8 x 8 5/8in).

£50,000 - 70,000

€57,000 - 79,000

US\$65,000 - 90,000

**Provenance**

Comte Adolphe Thibaudeau, France, by whom offered Sale, Laneuville-Delbergue, Paris, 13-14 March 1857, lot 19  
The Collection of Richard Seymour-Conway (1800-1870), 4th Marquess of Hertford, 1861, by whom bequeathed to Sir Richard Wallace (1818-1890), thence by descent to Amelie-Julie-Charlotte, Lady Wallace (1819-1897), by whom bequeathed to John-Edward-Arthur Murray-Scott, by whom bequeathed to Victoria Sackville-West, 1912  
With Galerie Jacques Seligmann & Fils, Paris (inv. no. 8463), circa 1914, by whom sold to Charles W. Clark, New York, 1921 (85 000 francs) and thence by descent to the present owner  
Private Collection, USA

**Exhibition**

Paris, Galerie Georges Petit, *L'art du XVIIIe siècle*, December 1883-January 1884, p. 5, cat. no. 3 (lent by Sir Richard Wallace)

**Literature**

Inventory of works removed from the Château Bagatelle, Paris, August 1871, no. 940 ('Boilly, femme se chaussant')

P. Robineau (notaire), *inventaire après décès*, 16 February 1912

H. HARRISSE, L.-L. Boilly, *peintre, dessinateur et lithographe: sa vie et son oeuvre (1761-1845): étude suivie d'une description de treize cent soixante tableaux, portraits, dessins et lithographies de cet artiste*, Paris, 1898, no. 326, p. 112

J. Ingamells, *The Wallace Collection. Catalogue of Pictures III. French before 1815*, London, 1999, p. 384, no. 6









Fig. 1 Richard Seymour-Conway, 4th Marquess of Hertford by Carjat & Co, © National Portrait Gallery, London

This work perfectly exhibits Boilly's delight in the tactile qualities of textiles, its miniaturist technique recalling such Dutch 17th century genre painters as Caspar Netscher, Gabriel Metsu and Gerard Terborch. Indeed, Boilly himself owned an important collection of their work which was sold in Paris, 13-14 April, 1824. It also shows the taste for moralizing, amorous and sentimental subjects which he inherited from Jean-Honoré Fragonard and Jean-Baptiste Greuze, in which he sought the 'sensibilité' and 'émotion' dear to Jean-Jacques Rousseau and Denis Diderot. The erotic nature of his *Lovers and the Escaped Bird* (Paris, Louvre, inv. no. RF1935) led to his being condemned by the Comité du Salut Public in 1794, at the height of the Terror at the instigation of his fellow artist, Jean-Baptiste-Joseph Wicar, for painting subjects 'd'une obscénité révoltante pour les mœurs républicaine'. To refute these accusations Boilly painted the more patriotic *Triumph of Marat* in 1794 (Lille, Musée des Beaux-Arts, inv. no. P395) but he generally had little interest in politics and the present exquisite subject represents what he truly delighted in and is what he remains valued for today.

From the inventory that was compiled following the death of the 4th Marquess of Hertford (fig. 1) we know that the present work was already in the Wallace Collection by 1871 when Sir Richard Wallace unexpectedly inherited his presumed father's dazzling collection of art, an act which was to change the direction of his own life and that of most of the masterpieces in his care. The *Jarretière* is known to have hung at the Château de Bagatelle in the Bois de Boulogne, Paris (fig. 2), a property purchased by the 3rd Marquess of Hertford in 1835 from Henry, Count of Chambord and which housed the majority of the French paintings, sculptures and works of art in the family's collection. Sir Richard was also a prominent collector in his own right, adding extensively to the Collection in which Boilly was to become a particular favourite and records show that he was known to have gone on to own at least 15 works by the artist. A small exhibition on the remaining works by Boilly in the Wallace Collection is planned to take place at the museum in January 2019. A major international philanthropist and cultural luminary of his time, Sir Richard believed in sharing his inheritance with a wider audience. However, according to Ingamells's catalogue of the Wallace Collection, the present Boilly was never bequeathed to the nation, since it appears to have left the Collection as part of Lady Wallace's bequest to her residuary legatee, Sir John Murray.

The present painting will be included in the forthcoming catalogue raisonné of the work of Louis-Léopold Boilly which is being prepared by Etienne Bréton and Pascal Zuber. It will be listed as cat. no.181 P.

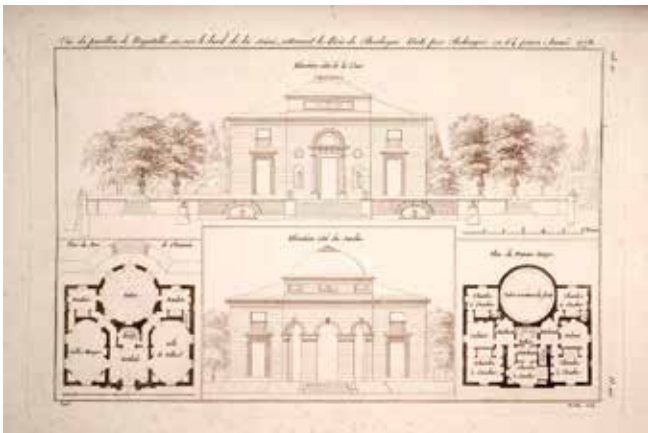


Fig. 2 vue du pavillon de Bagatelle, 1778



78

**JACOB VAN HULSDONCK (ANTWERP 1582-1647)**

A whole lemon, a sliced lemon and pomegranate on a table-top  
signed 'IVHVLSDONCK.FE' (lower right, IVH in ligature)  
oil on copper  
18.8 x 24.6cm (7 3/8 x 9 11/16in).

£25,000 - 35,000

€28,000 - 40,000

US\$32,000 - 45,000

**Provenance**

With Kunsthandel P. de Boer, Amsterdam, 1950s  
Sale, Sotheby's, London, 16 December 1999, lot 13 (as Property of a  
Gentleman)  
With David Koetser, Zürich, 2000, where purchased by a private  
collector, who gifted the work to the present owner



79

**JAN STEEN (LEIDEN 1626-1679)**

Portrait of a girl, half-length, in a mauve dress, blue wrap and flower headdress, within a painted oval  
oil on canvas laid down on panel  
18.2 x 16.4cm (7 3/16 x 6 7/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

**Provenance**

The Collection of Count F. de Robiano, Brussels  
His sale, Brussels, 1 May 1837, lot 618  
The Collection of Max Lindenmeyer, Basel, 1935

**Literature**

C. Hofstede de Groot, *A Catalogue Raisonné of the Works of the Most Eminent Dutch Painters of the Seventeenth Century*, London, 1908, vol. I, p. 241, cat. no. 877  
K. Braun, *Alle tot nu toe bekende werken van Jan Steen*, Rotterdam, 1980, pp. 122-123, ill. fig. 263

The present work relates to a figure which comprises one of many in an original lost work by Jan Steen, which is known from two copies: one in the Louvre, acquired in 1934, oil on canvas, 99 x 83 cm.; the other on canvas, 102.5 x 85 cm., was in the last World War with Viciano Renée in Paris, was in 1948 at Kunsthandel Loebli in Paris, in the collection E. Wolff in New York (1957), at the auction L. v.d. Linden in Venlo (17 August 1961) and then in the collection Herens Kleen in Katwijk. Hofstede de Groot records the subject in a sale in Amsterdam, 13 June 1771, lot 37 (cat. no. 306), entitled *Die Pfingstblume* (102.5cm x 85 cm.), but it is not clear if this painting is the original painting by Jan Steen or one of the known copies.

We are grateful to Guido M.C. Jansen, former curator of Dutch 17th century painting at the Rijksmuseum Amsterdam, for confirming that he was shown this work and that it is in his opinion by Jan Steen.



80

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

A peasant woman  
bears initials 'AO' (centre left)  
oil on paper, laid down on canvas  
16.4 x 13.8cm (6 7/16 x 5 7/16in).

**£12,000 - 18,000**

**€14,000 - 20,000**

**US\$16,000 - 23,000**

**Provenance**

The Collection of Charles T. D. Crews, London, before 1907  
With Salomon Pynappel, London, 1960, where purchased by the  
present owner's father

**Literature**

C. Hofstede de Groot, *A Catalogue Raisonné of the Works of the Most Eminent Dutch Painters of the Seventeenth Century*, London, 1907, vol. III, p. 418, no. 905

We are grateful to Dr. Bernhard Schnackenburg for confirming the attribution to Adriaen van Ostade on the basis of a colour photograph. He has suggested a date between 1650 and 1670.



81

**HERMAN HENSTENBURGH (HOORN 1667-1726)**

Roses, convolvulus, fritillaries and other flowers in a glass vase on a stone ledge, with a snail and a butterfly  
signed and dated 'H: Henstenburgh/ 1699.' (lower right)  
gouache and gum arabic on vellum  
26 x 20.4cm (10 1/4 x 8 1/16in).

£6,000 - 8,000

€6,800 - 9,100

US\$7,800 - 10,000

**Provenance**

With Arthur G. Tite, London, where purchased by the late owner in April 1968



82

**HERMAN HENSTENBURGH (HOORN 1667-1726)**

Chrysanthemums, convolvulus and other flowers on a stone ledge  
signed 'H: Henstenburgh Fec' (lower right)  
gouache and gum arabic on vellum  
20.3 x 24.6cm (8 x 9 11/16in).

£3,000 - 5,000

€3,400 - 5,700

US\$3,900 - 6,500

**Provenance**

With Arthur G. Tite, London, where purchased by the late owner in  
November 1964

# Bonhams

AUCTIONEERS SINCE 1793



## Prints & Multiples

101 New Bond Street, London | 18 December 2018

### ENQUIRIES

+44 (0) 20 7468 8262  
lucia.trosantafe@bonhams.com  
[bonhams.com/24647](https://bonhams.com/24647)

### FRANCISCO JOSÉ DE GOYA Y LUCIENTES (1746-1828)

*Desastres de la Guerra*  
an early, superb set of 80 etchings  
with burnished aquatint, drypoint and  
engraving, 1810-20  
£70,000 - 100,000 \*



## 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* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale*. At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

## Bidding by telephone

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

## Bidding by post or fax

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

## Bidding via the internet

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

## Bidding through an agent

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

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and

*Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

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

25% up to £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 export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot. Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations.

## 13. CITES REGULATIONS

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

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

## 14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or

otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buyer's Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller.

## 15. BOOKS

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

## 16. CLOCKS AND WATCHES

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

## 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

### Proof of Firearms

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

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

### Guns Sold as Parts

Barrels of guns sold as parts will only be made available for

sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

## Condition of Firearms

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

## Original Gun Specifications Derived from Gunmakers

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

## Licensing Requirements

### Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked Lots require no licence.

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

## Taxidermy and Related Items

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

## 18. FURNITURE

### Upholstered Furniture

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

## 19. JEWELLERY

### Gemstones

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

### Estimated Weights

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

### Signatures

#### 1. A diamond brooch, by Kutchinsky

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

#### 2. A diamond brooch, signed Kutchinsky

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

#### 3. A diamond brooch, mounted by Kutchinsky

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

## 20. PHOTOGRAPHS

### Explanation of *Catalogue* Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.

- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

## 21. PICTURES

### Explanation of *Catalogue* Terms

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

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

## 22. PORCELAIN AND GLASS

### Damage and Restoration

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

## 23. VEHICLES

### The Veteran Car Club of Great Britain

#### Dating Plates and Certificates

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

## 24. WINE

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

### Examining the wines

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

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

### Corks and Ullages

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

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

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

### Options to buy parcels

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

### Wines in Bond

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

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

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

### Bottling Details and Case Terms

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

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

## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- 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.
- Φ 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](http://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](mailto: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.

<b>8</b>	<b>FAILURE TO PAY FOR THE LOT</b>	<b>9</b>	<b>THE SELLER'S LIABILITY</b>		
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;	9.4	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.	10.9	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;	10.10		10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;	10.11		10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.9	to retain possession of, and on seven days written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i> ) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and	10.12		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.	<b>10</b>	<b>MISCELLANEOUS</b>	<b>11</b>	<b>GOVERNING LAW</b>
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.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
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.	10.2	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 [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with *VAT* on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to *VAT* at the appropriate rate and *VAT* will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and *VAT* and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

### 4 COLLECTION OF THE LOT

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

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

### 5 STORING THE LOT

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

### 6 RESPONSIBILITY FOR THE LOT

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

<b>7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>	7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i> ) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i> ) and thirdly to any other sums due to us.	9.3 Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1 If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i> ):		9.3.1 the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1 to terminate this agreement immediately for your breach of contract;	7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.2 it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2 to retain possession of the <i>Lot</i> ;	<b>8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>	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 Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5 If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.5 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 retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.6 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 deliver the <i>Lot</i> to a person other than you; and/or	9.7 If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.7 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 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8 Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.8 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 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	<b>10 OUR LIABILITY</b>
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 The discretion referred to in paragraph 8.1:	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> .
7.1.10 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 may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2 Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.11 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 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1 handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.2 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.	<b>9 FORGERIES</b>	10.2.2 changes in atmospheric pressure; nor will we be liable for:
	9.1 We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3 damage to tension stringed musical instruments; or
	9.2 Paragraph 9 applies only if:	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.
	9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	
	9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and	
	9.2.3 within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .	



10.3.1	<p>We will not be liable to you for any loss of <i>Business</i>, <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i>, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.</p>	<p>the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or</p> <p>it can be established that the <i>Lot</i> is a non-conforming <i>Lot</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or</p> <p>the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or</p> <p>the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.</p> <p>If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</i>, we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i>.</p> <p>The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the <i>Lot</i>, all rights and benefits under this paragraph will cease.</p>	<p>12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.</p> <p>12.8 In this agreement "including" means "including, without limitation".</p> <p>12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.</p> <p>12.10 Reference to a numbered paragraph is to a paragraph of this agreement.</p> <p>12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.</p> <p>12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i>, it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.</p>
10.3.2	<p>Unless you buy the <i>Lot</i> as a <i>Consumer</i>, in any circumstances where we are liable to you in respect of a <i>Lot</i>, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.</p> <p>You may wish to protect yourself against loss by obtaining insurance.</p>		
10.4	<p>Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.</p>	<p>12.1 You may not assign either the benefit or burden of this agreement.</p> <p>12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.</p>	
<b>11</b>	<b>BOOKS MISSING TEXT OR ILLUSTRATIONS</b>	<b>12 MISCELLANEOUS</b>	<b>13 GOVERNING LAW</b>
	<p>Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i>"), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if:</p> <p>the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and</p> <p>you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a non-conforming <i>Lot</i>, and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i>; and</p> <p>within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i>, accompanied by written evidence that the <i>Lot</i> is a non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i>.</p> <p>but not if:</p> <p>the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or</p>	<p>12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.</p> <p>12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.</p> <p>12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.</p> <p>12.6 References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.</p>	<p>All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.</p>
			<b>DATA PROTECTION – USE OF YOUR INFORMATION</b>
			<p>Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our <i>Website</i> www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.</p>
			<b>APPENDIX 3</b>
			<b>DEFINITIONS AND GLOSSARY</b>
			<p>Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.</p>
			<b>LIST OF DEFINITIONS</b>
			<p>"<b>Additional Premium</b>" a premium, calculated in accordance with the <i>Notice to Bidders</i>, to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i>).</p> <p>"<b>Auctioneer</b>" the representative of <i>Bonhams</i> conducting the <i>Sale</i>.</p>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Website"** *Bonhams Website* at [www.bonhams.com](http://www.bonhams.com)

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

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

## GLOSSARY

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

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

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

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





# Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

Paddle number (for office use only)

# Bonhams

**This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.**

### Data protection – use of your information

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from info@bonhams.com. We may disclose your personal information to any member of our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with information about goods and services which we feel maybe of interest to you including those provided by third parties.

Would you like to receive information from us by email?  or post

### Notice to Bidders.

Clients are requested to provide photographic proof of ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.

### If successful

I will collect the purchases myself

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details.

Sale title: Old Master Paintings	Sale date: Wednesday 5 December 2018
Sale no. 24651	Sale venue: New Bond Street, London

If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.

### General Bid Increments:

£10 - 200 .....by 10s	£10,000 - 20,000 .....by 1,000s
£200 - 500 .....by 20 / 50 / 80s	£20,000 - 50,000 .....by 2,000 / 5,000 / 8,000s
£500 - 1,000 .....by 50s	£50,000 - 100,000 .....by 5,000s
£1,000 - 2,000 .....by 100s	£100,000 - 200,000 .....by 10,000s
£2,000 - 5,000 .....by 200 / 500 / 800s	above £200,000 .....at the auctioneer's discretion
£5,000 - 10,000 .....by 500s	

The auctioneer has discretion to split any bid at any time.

Customer Number	Title
First Name	Last Name
Company name (to be invoiced if applicable)	
Address	
City	County / State
Post / Zip code	Country
Telephone mobile	Telephone daytime
Telephone evening	Fax
Preferred number(s) in order for Telephone Bidding (inc. country code)	
E-mail (in capitals)	
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.	
I am registering to bid as a private buyer <input type="checkbox"/>	I am registering to bid as a trade buyer <input type="checkbox"/>
If registered for VAT in the EU please enter your registration here: <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/>	Please tick if you have registered with us before <input type="checkbox"/>

Please note that all telephone calls are recorded.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid *

FOR WINE SALES ONLY	
Please leave lots "available under bond" in bond <input type="checkbox"/>	Please include delivery charges (minimum charge of £20 + VAT) <input type="checkbox"/>

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

\* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

**NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.**

Please email or fax the completed Auction Registration form and requested information to:

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

Bonhams 1793 Limited. Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.



# INDEX

<b>A</b>		<b>N</b>	
Agasse, Jacques-Laurent	70	Neapolitan School	35
Angolo del Moro, Battista	23	Negretti, called Palma il Giovane, Jacopo	5
Anguissola, Sofonisba	4	Netherlandish School	43
Asselijn, Jan	41	Nogari, Giuseppe	50
<b>B</b>		<b>O</b>	
Beechey, Sir William	72	Ostade, Adriaen Jansz. van	80
Bergamo School	37	Ostade, Isaac van	20
Bicci di Lorenzo	1	<b>P</b>	
Boilly, Louis-Léopold	77	Peake, Robert	6
Bosschaert the Elder, Ambrosius	49	Pinelli, Bartolomeo	66
Boymans, Theodore	17	<b>R</b>	
Breydel, Carel	10	Reynolds, Sir Joshua	56
<b>C</b>		Richardson, Jonathan	33
Canal, called il Canaletto, English Follower of Antonio	61	Roos, Johann Melchior	9
Capella, Francesco Dagiu, called	57	Ruysdael, Jacob Salomonsz. van	74
Castello, Valerio	64	<b>S</b>	
Cavallino, Bernardo	28	Sacchi, Andrea	44
Ceruti, Giacomo	58	Seymour, James	46
Claesz., Pieter	69	Smit, Aernout	12
Clouet, Jean	2	Steen, Jan	79
Coccorante, Leonardo	39	Stern, Ignaz	8
<b>D</b>		Stom, Matthias	21
Desubleo, Michele	48	<b>T</b>	
Dou, Gerrit	25	Teniers the Younger, David	59
van Dyck, Sir Anthony	26, 38	Tosini, Michele	15
<b>E</b>		Trevisani, Francesco	18
Everdingen, Allaert van	11	Turner of Oxford, William	62
<b>F</b>		Tuscan School	7
Falens, Carel van	73	<b>U</b>	
Ferneley Junior, John	71	Umbrian School	14
Florentine School	32	<b>V</b>	
French School	60	Venetian School	22, 31, 40
<b>G</b>		Veronese School	65
German School	29	Vignali, Jacopo	34, 47
<b>H</b>		Vinckboons, David	68
Haarlem, School of	24	Vrancx, Sebastian	16
Hannemann, Adriaen	27	<b>W</b>	
Heeremans, Thomas	42	Wiskemann, Alexander	75
Henstenburgh, Herman	81, 82	Wit, Jacob de	30
Hiepes, Tomás	36	Witmont, Heerman	19
Hoppner, John	55	Wright, John Michael	3
Hulsdonck, Jacob van	78	<b>Z</b>	
<b>L</b>		Zucchi, Antonio Pietro	63
Laanen, Jasper van der	67		
Lebrun, Charles	54		
Linard, Jacques	13		
Lorme, Antonie de	52		
<b>M</b>			
Marlow, William	45		
Matteis, Paolo de	51		
Molijn, Pieter de	53		
Morales, Luis de	76		



**Bonhams**  
101 New Bond Street  
London, W1S 1SR

---

+44 (0) 20 7447 7447  
bonhams.com

**AUCTIONEERS SINCE 1793**