

A detailed still life painting featuring a large, ornate golden vase with two handles. The vase is filled with a bouquet of light purple and white flowers, possibly lilacs, with green leaves. In the foreground, several large, soft pink and white roses are arranged on a dark surface. The background is a dark, textured grey. The overall style is characteristic of 17th-century Old Master painting, with fine detail and a focus on naturalistic representation.

Bonhams

Old Master Paintings

Montpelier Street, London | 10 April 2019

Old Master Paintings

Montpelier Street, London | Wednesday 10 April 2019, at 1pm

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Front cover: Lot 208 (detail)
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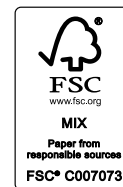
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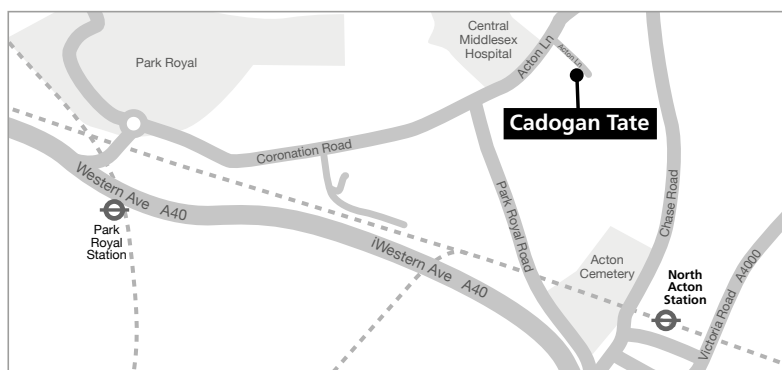
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Large Paintings:
£6.05 per day +VAT
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Large Paintings £45.00+ VAT
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Please note that Bonhams will be Closed from 5.30pm Thursday 18 April 2019 until 9am Tuesday 23 April 2019 for the Easter Holiday.



1

SOUTH GERMAN SCHOOL, 16TH CENTURY

The Resurrection

oil on gold ground panel

83.4 x 74.3cm (32 13/16 x 29 1/4in).

£4,000 - 6,000

€4,700 - 7,000

Provenance

Sale, Sotheby's, London, 31 March 1989, lot 71 (The Property of a Lady, as the Master of Mühldorf)

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.



2



3



4

2

SIENESE SCHOOL, 16TH CENTURY

The Madonna and Child

oil on panel

93.2 x 66.6cm (36 11/16 x 26 1/4in).

£3,000 - 5,000

€3,500 - 5,800

3 *

AFTER HANS VON AACHEN, 16TH CENTURY

The Adoration of the Shepherds

oil on panel

91.5 x 66.8cm (36 x 26 5/16in).

£2,000 - 3,000

€2,300 - 3,500

Provenance

Acquired by the present owner's great grandfather in the 1920s

The present work is based on von Aachen's lost original, known through an engraving by Jan Saenredam.

4

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

Cain and Abel

oil on panel

126.7 x 90.5cm (49 7/8 x 35 5/8in).

unframed

£4,000 - 6,000

€4,700 - 7,000



5

5
MANNER OF NEROCIO DI BARTOLOMEO DEI LANDI, LATE 19TH CENTURY

The Madonna and Child with Saints Steven and Bernardino
 tempera on gold ground panel
 45.1 x 38.2cm (17 3/4 x 15 1/16in).
 unframed

£6,000 - 8,000
 €7,000 - 9,300

6
LOMBARD SCHOOL, 16TH CENTURY

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

£4,000 - 6,000
 €4,700 - 7,000

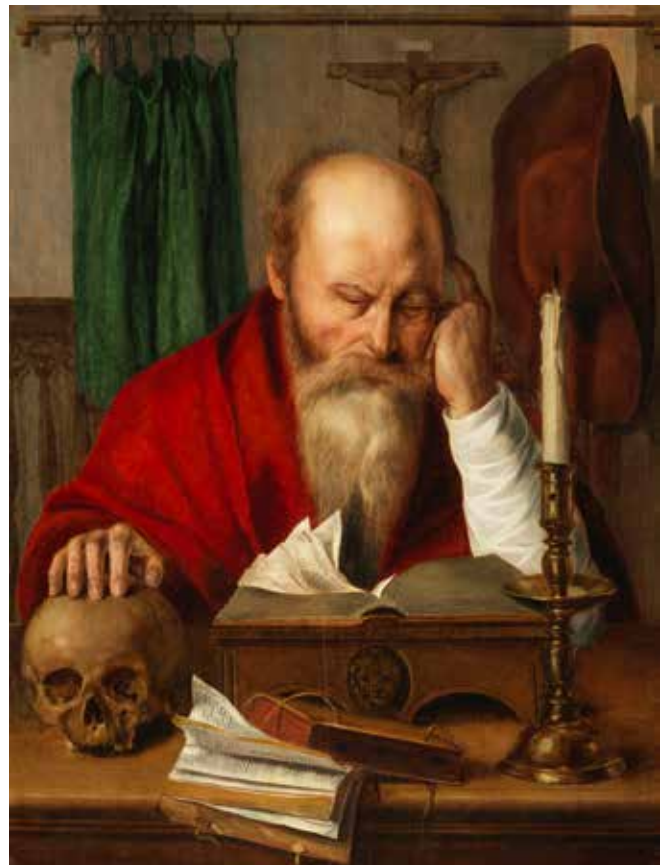
7
DUTCH SCHOOL, 17TH CENTURY

Saint Jerome in his study
 bears signature 'IOMAHNIS MALBODIUS 1536' (on lectern, lower centre)
 oil on panel
 63.6 x 46.2cm (25 1/16 x 18 3/16in).

£6,000 - 8,000
 €7,000 - 9,300



6



7



8



9

8 TP

AFTER HENDRICK GOLTZIUS, 17TH CENTURY

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

£3,000 - 5,000
€3,500 - 5,800

The present composition is derived from an engraving from 1596 by Jan Saenredam, after Hendrik Goltzius (see: British Museum no. 1850,1214.48).

9

SCHOOL OF VALENCIA, 16TH CENTURY

The Crucifixion with the Virgin Mary and Saint John the Evangelist
oil on panel
62 x 45cm (24 7/16 x 17 11/16in).

£4,000 - 6,000
€4,700 - 7,000

Provenance

Sale, Finarte, Madrid, 26 October 2000, lot 6

In the catalogue entry for Finarte, Isabel Mateo Gomez suggested that the present work was by an artist who was influenced by Juan Correa de Vivar (circa 1510-1566) when he was working in Toledo; in closer study since then she has suggested that it is close to Juan de Sariñena (circa 1545-1619).

10

**AFTER GIUSEPPE CESARI, CALLED IL CAVALIER D'ARPINO,
CIRCA 1600**

The Flagellation

oil on copper

43.6 x 33.2cm (17 3/16 x 13 1/16in).

£2,500 - 3,500

€2,900 - 4,100

The present work is based on an engraving by Aegidius Sadeler, after d'Arpino (see British Museum inv. no. V,9.88).

11

CIRCLE OF QUENTIN MASSYS (LEUVEN 1466-1530 KIEL)

Pietà

oil on panel

43.8 x 54.8cm (17 1/4 x 21 9/16in).

£8,000 - 12,000

€9,300 - 14,000



10



11



12

12 TP

CIRCLE OF ORAZIO BORGIANNI (ROME 1578-1616)

Saint Gregory the Great

oil on canvas

183 x 102.2cm (72 1/16 x 40 1/4in).

£4,000 - 6,000

€4,700 - 7,000

A similar work, previously attributed to Francisco Herrera the Elder but now catalogued as Italian School, 17th Century, is in the Museo del Prado, Madrid (inv. no. P001311).



13

13

ATTRIBUTED TO MICHELE DESUBLEO (MAUBERGE CIRCA 1601-1676 PARMA)

Ganymede

oil on canvas, oval

57.1 x 43cm (22 1/2 x 16 15/16in).

£4,000 - 6,000

€4,700 - 7,000



14

14

BOLOGNESE SCHOOL, LATE 16TH CENTURY

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

oil on panel, *tondo*
18.6 cm. (7 1/4in.) diameter

£3,000 - 5,000
€3,500 - 5,800

15 TP

STUDIO OF GIUSEPPE NUVOLONE (MILAN 1619-1703)

Rebecca and Eliezer at the well

oil on canvas
134.5 x 86.8cm (52 15/16 x 34 3/16in).

£4,000 - 6,000
€4,700 - 7,000

16

CIRCLE OF PIETER JACOBZ. VAN LAER (HAARLEM CIRCA 1582-CIRCA 1642)

Peasants in a landscape

oil on panel
44.5 x 36.5cm (17 1/2 x 14 3/8in).

£2,000 - 3,000
€2,300 - 3,500

Provenance

Private Collection, UK, since before 1901

Literature

J.P. Richter, *Catalogue of Pictures at Locko Park*, London, 1901, no. 244, p. 94



15



16



17



18

17 TP

AFTER SIR ANTHONY VAN DYCK, 19TH CENTURY

Portrait of Lady Anne Carr, later Countess of Bedford, half-length, in a red dress
oil on canvas
111.8 x 86cm (44 x 33 7/8in).
in a carved and pierced frame

£2,500 - 3,500
€2,900 - 4,100

Provenance

Private Collection, UK, for at least 30 years

The present work is after van Dyck's original, now in a private collection, Japan.

18

JOHN DOWNMAN (DENBIGHSHIRE 1750-1824 WREXHAM)

Portrait of Lady Northampton, half-length, in black, seated in a red chair
signed with initials and dated 'JD/1781' (lower right)
oil on canvas laid down on panel
22.7 x 19.2cm (8 15/16 x 7 9/16in).

£1,000 - 1,500
€1,200 - 1,700

A sketch for the present work is in the Fitzwilliam Museum, Cambridge (inv. no. 1858).

19

CIRCLE OF JEAN-BAPTISTE VANMOUR (VALENCIENNES 1671-1737 CONSTANTINOPLE)

A Turkish woman playing a tanbur in an interior
oil on canvas
34 x 25.5cm (13 3/8 x 10 1/16in).

£4,000 - 6,000
€4,700 - 7,000



19



20

20 *

AFTER SIR ANTHONY VAN DYCK, LATE 17TH CENTURY

Portrait of King Charles I, bust-length, in a scarlet slashed doublet
oil on panel
19.6 x 16.2cm (7 11/16 x 6 3/8in).

£2,000 - 3,000
€2,300 - 3,500

The present work is after van Dyck's original double portrait in the
Archiepiscopal Castle and Gardens, Kromenz, Czech Republic.

21

**FOLLOWER OF SIR GODFREY KNELLER (LÜBECK 1646-1723
LONDON)**

Portrait of a girl, traditionally identified as Anne-Marie Cornwall (1711-
1741), three-quarter-length, in a blue dress with a squirrel
oil on canvas
76.2 x 63.6cm (30 x 25 1/16in).

£2,000 - 3,000
€2,300 - 3,500

22

**FOLLOWER OF CHARLES JERVAS (DUBLIN CIRCA 1675-1739
LONDON)**

Portrait of a lady, half-length, in a pink dress
oil on canvas
91.5 x 72cm (36 x 28 3/8in).

£2,000 - 3,000
€2,300 - 3,500

Provenance

Private Collection, Sweden for at least 60 years



21



22



23

23

ANTWERP SCHOOL, LATE 17TH CENTURY

A riverside village with figures in a ferry
oil on canvas
35.3 x 45cm (13 7/8 x 17 11/16in).

£1,000 - 1,500
€1,200 - 1,700



24

24

DIONYS VERBURGH (ROTTERDAM CIRCA 1655-1722)

An extensive river landscape with travellers
on a country path
signed with initials 'DVB' (lower right)
oil on canvas
51.8 x 80.9cm (20 3/8 x 31 7/8in).

£3,000 - 5,000
€3,500 - 5,800



25

25

DUTCH SCHOOL, 18TH CENTURY

An Italianate landscape with figures chopping
wood
bears signature 'D.DALENS' (lower centre)
oil on canvas
38.8 x 69.7cm (15 1/4 x 27 7/16in).

£1,500 - 2,000
€1,700 - 2,300

26

AFTER PHILIPS WOUWERMAN, 18TH CENTURY

Figures merrymaking in a landscape
oil on panel
31.8 x 44.1cm (12 1/2 x 17 3/8in).

£2,000 - 3,000
€2,300 - 3,500

The present composition is after Wouwerman's original work, previously offered at Christie's, London on 9 July 1999, lot 4 and now in a private collection.

27

DUTCH SCHOOL, 18TH CENTURY

A winter landscape with figures ice skating
oil on canvas
43.1 x 62.4cm (16 15/16 x 24 9/16in).

£2,000 - 3,000
€2,300 - 3,500

28

GERMAN SCHOOL, 18TH CENTURY

An extensive river landscape with travellers on a country path
oil on canvas
64.3 x 86.2cm (25 5/16 x 33 15/16in).

£3,000 - 5,000
€3,500 - 5,800



26



27



28



29

29

AFTER SIR ANTHONY VAN DYCK, 19TH CENTURY

Portrait of King Charles I, bust-length, in black; and Portrait of Queen Henrietta Maria, bust-length, in black
a pair, oil on canvas
66.8 x 40.4cm (26 5/16 x 15 7/8in). (2)

£3,000 - 5,000

€3,500 - 5,800

Provenance

Private Collection, UK, for at least 30 years

The present works are after van Dyck's original double portrait, now in the Palazzo Pitti, Florence.

30 *

GERMAN SCHOOL, 17TH CENTURY

Caricature of an old man in a red plumed hat
oil on canvas
50.4 x 37.6cm (19 13/16 x 14 13/16in).

£2,000 - 3,000

€2,300 - 3,500

Provenance

Acquired by the present owner's great grandfather in the 1920s



30



31



32

31

ANTON VAN MARON (VIENNA 1733-1808 ROME)

Portrait of a man, bust-length, wearing a fur-trimmed coat and red turban

oil on canvas

55.2 x 42.1cm (21 3/4 x 16 9/16in).

£3,000 - 5,000

€3,500 - 5,800

32 *

AFTER SIR GODFREY KNELLER, 19TH CENTURY

Portrait of Prince William Henry, Duke of Gloucester, bust-length, in armour and an ermine cloak

oil on paper laid down on panel, oval

18 x 15.6cm (7 1/16 x 6 1/8in).

£2,000 - 3,000

€2,300 - 3,500

The present work is after a lost original by Kneller, and known through an engraving, in reverse, by Jacobus Houbraken (see Royal Collection inv. no. RCIN 603470).

33

ATTRIBUTED TO BALTHAZAR DENNER (HAMBURG 1685-1749 ROSTOCK)

An elderly lady playing the hurdy-gurdy with a young boy playing a flute

oil on canvas

92 x 71cm (36 1/4 x 27 15/16in).

£4,000 - 6,000

€4,700 - 7,000



33



34



35



36

34

FOLLOWER OF JAN FRANS VAN BLOEMEN, CALLED ORIZZONTE (ANTWERP 1662-1749 ROME)

An Italianate landscape with shepherds resting with their flocks by a stream
oil on canvas

95.4 x 73.9cm (37 9/16 x 29 1/8in).

£3,000 - 5,000

€3,500 - 5,800

The figures in the foreground of the present work are derived from van Bloemen's original, now in the Galleria Doria Pamphilj, Rome.

35 *

JACOBUS STORCK (AMSTERDAM 1641-1687)

A *capriccio* of a town on the bank of a river
signed 'JStorck' (J and S in ligature, lower right)
oil on canvas

79.5 x 66.1cm (31 5/16 x 26in).

£5,000 - 7,000

€5,800 - 8,200

36

LOUIS NICOLAS VAN BLARENBERGHE (LILLE 1716-1794 FONTAINEBLEAU)

Market stalls at a port
signed and dated 'v. Blarenberghe 1756' (on lintel, upper right)
oil on canvas

87 x 61cm (34 1/4 x 24in).

£2,000 - 3,000

€2,300 - 3,500



37

37 *

CIRCLE OF ISAAC DE MOUCHERON (AMSTERDAM 1667-1744)

A shepherd resting with his flock before a river
oil on canvas laid down on copper, *tondo*
12cm (4 3/4in). diameter

£2,000 - 3,000
€2,300 - 3,500

Provenance

Acquired by the present owner approximately 50/60 years ago

38 *

FOLLOWER OF WILLEM VAN DE VELDE THE YOUNGER (LEIDEN 1633-1707 GREENWICH)

English men o' war in a stiff breeze
bears signature 'W.V.Velde J.' (on the reverse)
oil on canvas
66.2 x 78cm (26 1/16 x 30 11/16in).

£2,000 - 3,000
€2,300 - 3,500



38

39

FOLLOWER OF HENDRICK VAN BALEN (ANTWERP 1575-1632)

Cimon and Iphigenia
oil on panel
31.2 x 42.1cm (12 5/16 x 16 9/16in).

£4,000 - 6,000
€4,700 - 7,000



39



40

40 * TP

CIRCLE OF PETER VAN LINT (ANTWERP 1609-1690)

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

£2,000 - 3,000

€2,300 - 3,500

Provenance

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



41

41 TP

BERGAMO SCHOOL, LATE 17TH CENTURY

Lutes with music scores and a celestial globe on a draped table
oil on canvas
86.4 x 114.5cm (34 x 45 1/16in).
unframed

£4,000 - 6,000

€4,700 - 7,000

42

AFTER GIULIO CESARE PROCACCINI, 17TH CENTURY

Study of Angels
oil on paper laid down on panel
20.5 x 28cm (8 1/16 x 11in).

£2,000 - 3,000

€2,300 - 3,500

The present work is related to the upper section of Procaccini's *Ecstasy of the Magdalene* altarpiece in the National Gallery of Art, Washington (inv. no. 2002.12.1).



42

43

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

Saint Elizabeth with the Infant Saint John the Baptist before a curtain drawn aside by angels
oil on canvas, a fragment
89.7 x 111.7cm (35 5/16 x 44in).
unframed

£2,000 - 3,000
€2,300 - 3,500

44 TP

BERGAMO SCHOOL, LATE 17TH CENTURY

Musical instruments with books and musical scores on a draped table
oil on canvas
88.5 x 113.8cm (34 13/16 x 44 13/16in).
unframed

£4,000 - 6,000
€4,700 - 7,000

45 TP

FOLLOWER OF PIETRO DANDINI (FLORENCE 1646-1712)

The Abduction of Helen
oil on canvas
94.8 x 124.2cm (37 5/16 x 48 7/8in).

£2,000 - 3,000
€2,300 - 3,500

Provenance

The Collection of Gary Barlow, Oxfordshire



43



44



45



46



47



48

46

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

Portrait of a bearded gentleman, bust-length, in black costume with a white ruff
oil on canvas
51.7 x 42.2cm (20 3/8 x 16 5/8in).

£2,000 - 3,000
€2,300 - 3,500

Provenance
Private Collection, UK

47

DUTCH SCHOOL, CIRCA 1600

Portrait of child, half-length, holding a rattle
oil on panel
51.1 x 39cm (20 1/8 x 15 3/8in).

£6,000 - 8,000
€7,000 - 9,300

Provenance
With Beaton-Brown, London, where purchased by the present owners

48 *

FOLLOWER OF MICHIEL JANSZ. VAN MIERVELDT (DELFT 1567-1641)

Portrait of a gentleman, bust-length, in black costume and a white ruff
oil on panel
50 x 34.2cm (19 11/16 x 13 7/16in).

£2,000 - 3,000
€2,300 - 3,500

49 TP

**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).



49

£8,000 - 12,000

€9,300 - 14,000

50 TP

**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).



50

£7,000 - 10,000

€8,200 - 12,000

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

51

**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).



51

£3,000 - 5,000

€3,500 - 5,800

Provenance

Private Collection, UK, since before 1972



52

52

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

A cavalry skirmish before a landscape; and A
cavalry skirmish on the banks of a river
a pair, oil on canvas

20.2 x 32cm (7 15/16 x 12 5/8in). and 19.6 x
32.8cm (7 3/4 x 13in). (2)

£2,000 - 3,000

€2,300 - 3,500

53

**FRANCESCO ANTONIO SIMONINI
(PARMA 1686-1753)**

An extensive river landscape with a group
of exotic merchants conversing in the
foreground

inscribed 'Francesco Simonini dip' and
'Mainglart' (on stretcher, reverse)

oil on canvas, unlined
36.7 x 58.7cm (14 7/16 x 23 1/8in).

£1,500 - 2,000

€1,700 - 2,300



53



54



52

54

ATTRIBUTED TO JACOB ROOS, CALLED ROSA DA NAPOLI (ACTIVE 1682-AFTER 1730)

Sheep with a dog; and Two goats the latter bears number 'N48*' (lower left) a pair, oil on paper laid down on canvas, with extensions

23.7 x 30.3cm (9 5/16 x 11 15/16in). (2)

£1,500 - 2,000

€1,700 - 2,300

55

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

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

oil on canvas

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

£2,000 - 3,000

€2,300 - 3,500



55



54



56



57

56

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

The *Ridotto*

oil on canvas

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

£3,000 - 5,000

€3,500 - 5,800

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

57 TP

STUDIO OF ANTIVEDUTO GRAMMATICA (ROME 1571-1626)

The Madonna and Child with Saint Elizabeth and the Infant Saint John the Baptist

oil on canvas

122.6 x 94cm (48 1/4 x 37in).

unframed

£3,000 - 5,000

€3,500 - 5,800



58

58 TP

STUDIO OF LUCA GIORDANO (NAPLES 1634-1705)

Venus and Mars with putti and attendants
oil on canvas
116.5 x 170.5cm (45 7/8 x 67 1/8in).

£6,000 - 8,000
€7,000 - 9,300

Provenance

Sale, Sotheby's, London, 18 April 1997, lot 182 (sold for £15,000)
The Collection of Gary Barlow, Oxfordshire

The present composition is based on the autograph work by
Giordano now in the Musée du Louvre, Paris.

59 TP

VENETIAN SCHOOL, 17TH CENTURY

Saint Sebastian
oil on canvas
135.5 x 98.5cm (53 3/8 x 38 3/4in).

£4,000 - 6,000
€4,700 - 7,000

Provenance

The Collection of Gary Barlow, Oxfordshire



59



60 TP

CIRCLE OF FEDERICO BAROCCI (URBINO CIRCA 1535-1612)

Portrait of a gentleman, three-quarter-length, standing beside a table
oil on canvas

117 x 93.7cm (46 1/16 x 36 7/8in).

£7,000 - 10,000

€8,200 - 12,000



61 TP

PIETRO LABRUZZI (ROME 1739-1805), AFTER GIOVANNI FRANCESCO BARBIERI, CALLED IL GUERCINO

Esther before Ahasuerus

signed and inscribed 'Petruſ/ Labruzzi/ Romanuſ/ ex Tabula/ Franciſci Barberi/ in/**af/ Barberin:/if' (on chair, lower left)

oil on canvas

156 x 214cm (61 7/16 x 84 1/4in).

£7,000 - 10,000

€8,200 - 12,000

The present composition is after Guercino's original *Esther before Ahasuerus* now in the University of Michigan Museum of Art (acc. no. 1963/2.45).



62

62

MARIA SPILSBURY (LONDON 1777-CIRCA 1823 DUBLIN)

Portrait of four children in a landscape
oil on canvas laid down on board
71.2 x 79.3cm (28 1/16 x 31 1/4in).

£2,000 - 3,000
€2,300 - 3,500

Provenance
Private Collection, USA

63

GEORGE MORLAND (LONDON 1763-1804)

Travellers on a country path
signed with initials 'GM' (lower left)
oil on canvas
39.3 x 31cm (15 1/2 x 12 3/16in).
together with a later unframed drawing of the
same subject by another hand (2)

£2,000 - 3,000
€2,300 - 3,500

Provenance
The Collection of Thomas Girtin, 1925
(according to Witt library mount)

64

MASON CHAMBERLIN R.A. (LONDON 1727-1787)

Portrait of a huntsman, half-length, in a blue
coat, standing in a landscape with his dog
oil on canvas
76.3 x 63.2cm (30 1/16 x 24 7/8in).

£2,000 - 3,000
€2,300 - 3,500

Provenance
Sale, Sotheby's, London, 3 October 2007,
lot 3
The Collection of Gary Barlow, Oxfordshire



63



64



65

65

GEORGE MORLAND (LONDON 1763-1804)

In Full Cry
 signed 'G. Morland' (lower left)
 oil on panel
 18.7 x 14.7cm (7 3/8 x 5 13/16in).

£2,000 - 3,000
 €2,300 - 3,500

Provenance

Sale, Sotheby's London, 23 April 1975, lot 124

Literature

Possibly, W. Shaw Sparrow, *British Sporting Artists*, London, 1922, p. 163

66

ATTRIBUTED TO JAN PHILIPP VON DER SCHLICHTEN (ROTTERDAM 1681-1745 MANNHEIM)

Portrait of Karl III Philip, Elector Palatine (1661-1742), half-length, wearing armour and his electoral robes with the Order of the Golden Fleece and the star of the Order of Saint Hubert
 oil on canvas, oval
 66.6 x 58.5cm (26 1/4 x 23 1/16in).
 in a carved and giltwood mid-18th century frame

£1,500 - 2,000
 €1,700 - 2,300

Karl Philip succeeded his brother, Johann Wilhelm as Elector Palatine on his death in 1716. He moved the Palatinate's capital from Heidelberg to the new city of Mannheim in 1720.



66



67



68



69

67

CIRCLE OF NICOLAS DE LARGILLIÈRE (PARIS 1656-1746)

Portrait of a lady, bust-length, in a pink embroidered dress with a silk wrap, within a painted oval
oil on canvas
65.2 x 50cm (25 11/16 x 19 11/16in).

£3,000 - 5,000

€3,500 - 5,800

68^{TP}

FRENCH SCHOOL, LATE 17TH CENTURY

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

£1,500 - 2,000

€1,700 - 2,300

69

CIRCLE OF JEAN BAPTISTE HENRI DESHAYS (COLLEVILLE 1729-1765 PARIS)

The Presentation of Christ in the Temple
oil on paper laid down on canvas
25.7 x 22.1cm (10 1/8 x 8 11/16in).

£3,000 - 5,000

€3,500 - 5,800



70

70

FOLLOWER OF JEAN-BAPTISTE MONNOYER (LILLE 1636-1699 LONDON)

Tulips, poppies, roses and other flowers in a bronze urn
oil on canvas
93.6 x 71.1cm (36 7/8 x 28in).

£2,000 - 3,000
€2,300 - 3,500

71

FRENCH SCHOOL, 18TH CENTURY

Portrait of a gentleman, bust-length, in a burgundy coat, within a painted oval
oil on canvas
62.8 x 49.2cm (24 3/4 x 19 3/8in).

£2,000 - 3,000
€2,300 - 3,500

Provenance

Private Collection, UK, since before 1901

Literature

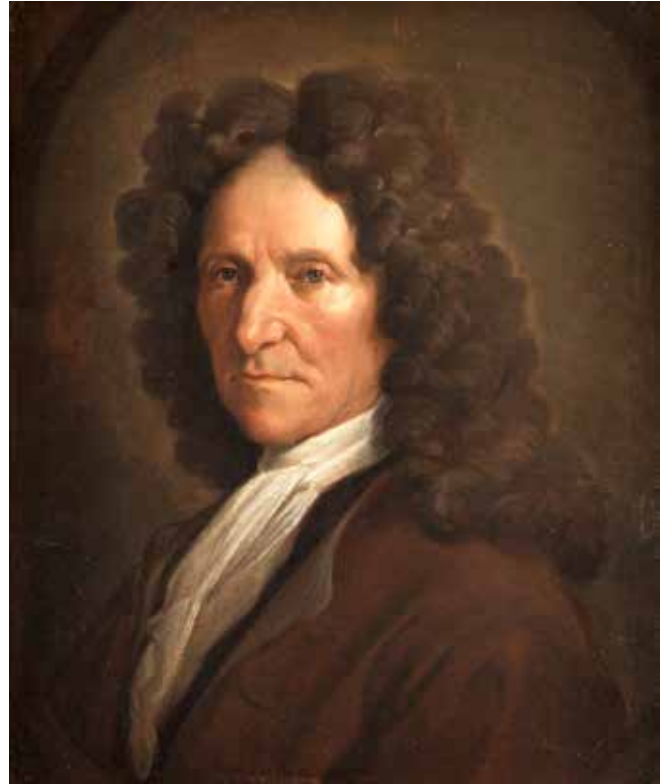
J.P. Richter, *Catalogue of Pictures at Locko Park*, London, 1901, no. 183, p. 77

72

FRENCH SCHOOL, 18TH CENTURY

Portrait of a boy with a book under his arm
oil on canvas
46.7 x 37.7cm (18 3/8 x 14 13/16in).

£4,000 - 6,000
€4,700 - 7,000



71



72



73

73

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

A village market with elegant figures and their slave

oil on canvas

87.3 x 111.5cm (34 3/8 x 43 7/8in).

£2,000 - 3,000

€2,300 - 3,500

74

FLEMISH SCHOOL, 17TH CENTURY

Peasants outside an inn, with a farm cart passing

oil on canvas

63.5 x 76cm (25 x 29 15/16in).

£2,000 - 3,000

€2,300 - 3,500

75

**CIRCLE OF THEOBALD MICHAU
(TOURNAI 1676-1765 ANTWERP)**

Peasants outside an inn, before a river; and Peasants resting in a landscape

a pair, oil on panel

17.2 x 25.1cm (6 3/4 x 9 7/8in). (2)

£2,000 - 3,000

€2,300 - 3,500

Provenance

With Arthur G. Tite, London, where purchased by the late owner in April 1957



74



75

76

JACOBUS STORCK (AMSTERDAM 1641-1687)

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

£2,500 - 3,500
€2,900 - 4,100

Provenance

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

77

FLEMISH SCHOOL, CIRCA 1640

A military procession
bears signature and date 'P.VERDVSSSEN
1**8' (lower right)
oil on panel
48.2 x 70.2cm (19 x 27 5/8in).

£3,000 - 5,000
€3,500 - 5,800



76



77



75



78



79

78

JAN BAPTIST WEENIX (AMSTERDAM 1621-CIRCA 1660 DEUTECUM)

An Italianate landscape with a Moorish rider conversing with a shepherdess resting on the roadside, a ruined Roman aqueduct beyond signed 'Gio Batta Weenix' (on ground, lower left)
oil on canvas
60 x 69cm (23 5/8 x 27 3/16in).

£10,000 - 15,000
€12,000 - 17,000

Provenance

With Sala Peres, Barcelona, 1954 (according to a label on the reverse)

79

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

Portrait of a gentleman, bust-length, in a black coat with a white cravat
oil on canvas, unlined
22 x 16.5cm (8 11/16 x 6 1/2in).

£1,500 - 2,000
€1,700 - 2,300

We are grateful to Étienne Bréton and Pascale Zuber for confirming the attribution to Boilly, on the basis of a colour photograph.



80

80

JAN ASSELIJN (DIEPPE CIRCA 1610-1652 AMSTERDAM)

An Italianate landscape with a shepherd before classical ruins, possibly the Baths of Diocletian signed and dated 'Jean Aslein/ 1641' (on rock, lower left) oil on canvas

51.7 x 67.8cm (20 3/8 x 26 11/16in).

£8,000 - 12,000

€9,300 - 14,000

Provenance

Private Collection, Lyon

81

FRENCH SCHOOL, CIRCA 1800

Portrait of a gentleman, bust-length, in a black coat oil on paper laid down on card

33.1 x 27.8cm (13 1/16 x 10 15/16in).

unframed

£1,000 - 1,500

€1,200 - 1,700



81



82



83

82 * TP

AFTER TIZIANO VECELLIO, CALLED TITIAN, 17TH CENTURY

Danaë

oil on canvas

108 x 167.8cm (42 1/2 x 66 1/16in).

£5,000 - 7,000

€5,800 - 8,200

Provenance

Acquired by the present owner approximately 50/60 years ago

The present work is after Titian's original, now in Museo di Capodimonte, Naples.

83 * TP

AFTER TIZIANO VECELLIO, CALLED TITIAN, 17TH CENTURY

The Madonna and Child in a landscape

oil on canvas

172.8 x 118.5cm (68 1/16 x 46 5/8in).

unframed

£5,000 - 7,000

€5,800 - 8,200

Provenance

Acquired by the present owner approximately 50/60 years ago

The present composition is after Titian's original, now in the Alte Pinakothek, Munich.

84 *

**FOLLOWER OF TIZIANO VECELLIO,
CALLED TITIAN (PIEVE-DI-CADORE
1485-1576 VENICE)**

Putti cavorting in a landscape
oil on canvas
24.1 x 31.1cm (9 1/2 x 12 1/4in).

£4,000 - 6,000
€4,700 - 7,000

Provenance

By repute, Collection of Marquis de Sosa
Cordero
Sale, Christie's, New York, 25 May 2005,
lot 241 (property of a Nobleman, sold for
\$30,000)

85

**VENETIAN SCHOOL, LATE 16TH
CENTURY**

Saint Veronica with Christ on the Road to
Calvary
oil on canvas
64 x 60cm (25 3/16 x 23 5/8in).

£6,000 - 8,000
€7,000 - 9,300

The present work is sold with a copy of a
letter from Maurizio Quartieri suggesting
an attribution to Niccolò Frangipane (active
Venice and the Marches, second half of 16th
Century).



84



85



86

86

**CORNELIS GERRITSZ. DECKER
(HAARLEM CIRCA 1618-1678)**

A river landscape with a fisherman before a cottage
indistinctly signed and dated 'C Deck**/ 16**'
(on barrel, lower left)
oil on panel
47.3 x 63.5cm (18 5/8 x 25in).

£3,000 - 5,000
€3,500 - 5,800



87

87 TP

AFTER SIR PETER PAUL RUBENS, 18TH CENTURY

Leopards with a satyr, nymph and putti
oil on canvas
93.7 x 145.2cm (36 7/8 x 57 3/16in).

£3,000 - 5,000
€3,500 - 5,800

The present work is after Rubens's original,
now in Montreal Museum of Fine Arts,
Canada.

88

FLEMISH SCHOOL, 18TH CENTURY

An interior with figures washing; An interior
with figures preparing food; An interior with
figures before a priest; and Figures in an
interior with a tax collector
a set of four, oil on panel
60.5 x 42cm (23 13/16 x 16 9/16in).
together with another work by a different
hand (5)

£3,000 - 5,000
€3,500 - 5,800



88 (1 of 5)

89

**JOOST CORNELISZ. DROOCHSLOOT
(UTRECHT 1586-1666)**

A village *kermesse*
signed and dated JC. DS 1646¹ (lower
centre, JC and DS in ligature)
oil on panel
23.5 x 37.8cm (9 1/4 x 14 7/8in).

£1,500 - 2,000
€1,700 - 2,300

89



90

**CIRCLE OF HENDRICK DE MEYER
(ROTTERDAM CIRCA 1620-1698)**

Soldiers on horseback on a beach
oil on panel
51.4 x 78.7cm (20 1/4 x 31in).

£2,000 - 3,000
€2,300 - 3,500

90



88 (1 of 5)



91



93



92

91

MANNER OF SIMONE PIGNONE, CIRCA 1800

Judith with the Head of Holofernes
oil on canvas
108.7 x 79.5cm (42 13/16 x 31 5/16in).
unframed

£3,000 - 5,000
€3,500 - 5,800

Provenance

Private Collection, UK, for at least 30 years

Several versions of this work exist: a similar composition by Simone Pignone was offered for sale at Sotheby's, London on 30 November 1983, lot 17, and another by Carlo Francesco Nuvoione is in the National Museum, Warsaw, Poland.

92

DAVIDE LORETI (ACTIVE FABRIANO CIRCA 1760)

Portrait of Francesco Agostino della Chiesa, Bishop of Vigevano (born 1717), bust-length, holding a letter signed 'Davide Loreti' (lower right) and extensively inscribed (on the reverse)
oil on canvas, unlined
97.5 x 72cm (38 3/8 x 28 3/8in).

£2,000 - 3,000
€2,300 - 3,500

Provenance

Sale, Sotheby's, London, 24 April 2008, lot 193

It is likely that the present portrait was painted in 1753 in Rome to commemorate the ordination of the sitter as Bishop of Vigevano.



94

93

ROMAN SCHOOL, 18TH CENTURY

Cleopatra
oil on canvas
73.2 x 61cm (28 13/16 x 24in).

£2,000 - 3,000
€2,300 - 3,500

94

CIRCLE OF PIETRO ANTONIO ROTARI (VERONA 1707-1762 ST PETERSBURG)

Portrait of a lady, half-length, in a white dress with a red wrap
oil on canvas
65.9 x 50.2cm (25 15/16 x 19 3/4in).

£4,000 - 6,000
€4,700 - 7,000



95

95

ATTRIBUTED TO ANTONIO CARNEO (CONCORDIA 1637-1692 PORTOGRUARO)

A philosopher, identified as Empedocles
oil on canvas, extended on all four sides
69.3 x 54.7cm (27 5/16 x 21 9/16in).
in a carved and gilt wood frame

£3,000 - 5,000
€3,500 - 5,800

Provenance

The Collection of Ing. Peri, Turin, until 1960
The Collection of Enzo Martini, Savona (all according to a label on the reverse)



96



97



98

96

CIRCLE OF JOHN OPIE R.A. (TREVELLAS 1761-1807 LONDON)

A beggar boy holding a monkey
oil on canvas
77.3 x 64.6cm (30 7/16 x 25 7/16in).

£2,000 - 3,000
€2,300 - 3,500

97

STUDIO OF ALLAN RAMSAY (EDINBURGH 1713-1784 DOVER)

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

£1,500 - 2,000
€1,700 - 2,300

Provenance

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

98 TP

CIRCLE OF JOHN VANDERBANK (LONDON 1694-1739)

Portrait of an officer, half-length, wearing a breastplate and a red
velvet coat, holding a hat
oil on canvas
125.6 x 101cm (49 7/16 x 39 3/4in).

£3,000 - 5,000
€3,500 - 5,800



99

99

CHARLES TOWNE (WIGAN 1763-1840 LIVERPOOL)

Pointers in a stable
signed 'Chas. Towne/ Pinxit' (lower right)
oil on panel
41.6 x 51.8cm (16 3/8 x 20 3/8in).

£6,000 - 8,000
€7,000 - 9,300

Provenance

The Collection of Col. H. A. Clowes
Sale, Christie's, London, 17 February 1950, lot 60 (65gns to Clowes)
The Collection of Major L. A. Clowes, by whom offered
Sale, Christie's, London, 15 April 1988, lot 20
With Richard Green, London (according to a label on the reverse)

100 *

ATTRIBUTED TO MATHER BROWN (BOSTON 1761-1831 LONDON)

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

£4,000 - 6,000
€4,700 - 7,000

Lieutenant-General Richard James England (1745-1812) spent much of his military career in North America. He fought at the Battle of Bunker Hill (1775) and at the Battles of Saratoga during the American Revolutionary War where he was taken prisoner. He married Anne O'Brien by whom he had three children and died in London in 1812.



100



101



102



103

101

CIRCLE OF BARTOLOMEO PASSAROTTI (BOLOGNA 1529-1592)

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

oil on canvas

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

£1,500 - 2,000

€1,700 - 2,300

102

FOLLOWER OF PAOLO CALIARI, CALLED PAOLO VERONESE (VERONA 1528-1588 VENICE)

Elijah and the Angel; and The Parable of Dives (?)

a pair, oil on canvas, the latter a fragment

the former 54.6 x 25.6cm (21 1/2 x 10 1/16in). and the latter 56.2 x 25.3cm (22 1/8 x 9 15/16in). (2)

£2,000 - 3,000

€2,300 - 3,500

103 *

MANNER OF FEDERICO ZUCCARO, 18TH CENTURY

Saint Frances of Rome with her guardian angel

oil on canvas, unlined

77.8 x 60.1cm (30 5/8 x 23 11/16in).

£2,000 - 3,000

€2,300 - 3,500



102



104

104

FRENCH SCHOOL, CIRCA 1545

Portrait of a gentleman, bust-length, in a white ruff and black hat
oil on panel
26.1 x 21.7cm (10 1/4 x 8 9/16in).

£2,000 - 3,000

€2,300 - 3,500

105

AFTER FEDERICO BAROCCI, 17TH CENTURY

The Annunciation
oil on canvas
60 x 46.4cm (23 5/8 x 18 1/4in).
unframed

£4,000 - 6,000

€4,700 - 7,000

The present work is after Barocci's *Annunciation*, now in the Pinacoteca Vaticana, Rome.



105



106

106

**CIRCLE OF AERT VAN DER NEER
(AMSTERDAM 1603-1677)**

A moonlit river landscape
oil on panel
30.5 x 52.5cm (12 x 20 11/16in).

£2,000 - 3,000
€2,300 - 3,500

Provenance

In the present owner's family for at least 100 years

107

**PIETER CORNELIUS VERBEECK
(HAARLEM CIRCA 1610-CIRCA 1654)**

Two horses at a fence
oil on panel
45.8 x 60cm (18 1/16 x 23 5/8in).

£1,500 - 2,000
€1,700 - 2,300

Provenance

By direct descent through the Eschauzier family

The Eschauzier family were of Dutch Huguenot origins and made their fortune in Dutch East India (Indonesia) with sugar plantations.

108^{TP}

**ATTRIBUTED TO JAN JACOBSZ. VAN
DER STOFFE (LEIDEN 1611-1682)**

A cavalry skirmish on the banks of a river
oil on panel
86.2 x 122.2cm (33 15/16 x 48 1/8in).

£2,500 - 3,500
€2,900 - 4,100



107



108



109

109
CIRCLE OF JAN VAN NOORDT (AMSTERDAM CIRCA 1623-CIRCA 1676)

The Crucifixion
 oil on canvas
 91 x 71.2cm (35 13/16 x 28 1/16in).
 unframed

£1,500 - 2,000
 €1,700 - 2,300

110 *
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).

£6,000 - 8,000
 €7,000 - 9,300

Provenance
 Possibly, with Julius Bohler Kunsthandlung, Munich, 1963

111
CIRCLE OF HENDRIK HEERSCHOP (HAARLEM 1620-1672)

An alchemist
 indistinctly signed 'J *****' (lower left)
 oil on panel
 55.5 x 42.2cm (21 7/8 x 16 5/8in).

£2,000 - 3,000
 €2,300 - 3,500



110



111



112



113



114

112

**CIRCLE OF FRANCESCO ALBANI
(BOLOGNA 1578-1660)**

Putti with an urn filled with flowers before an extensive landscape; and Putti disporting before a river landscape
a pair, oil on canvas, ovals
35.6 x 40.8cm (14 x 16 1/16in). (2)

£2,000 - 3,000

€2,300 - 3,500

113

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

A river landscape with travellers before a fortified village; and A river landscape with anglers on the banks
a pair, oil on canvas
48.8 x 64cm (19 3/16 x 25 3/16in). (2)

£3,500 - 4,500

€4,100 - 5,200

Provenance

Admiral of the Fleet Sir Cecil Burney (1858-1929) and thence by descent to the present owner



112

114

ITALIAN SCHOOL, LATE 18TH CENTURY

View of the Tiber, Rome with the Castel
Sant'Angelo
oil on canvas
71.1 x 92.2cm (28 x 36 5/16in).

£4,000 - 6,000
€4,700 - 7,000

115

**FOLLOWER OF JACOPO DI PAOLO
MARIESCHI (VENICE 1711-1794)**

The Entrance to the Grand Canal, Venice
with Santa Maria della Salute beyond
oil on canvas
54.6 x 80.6cm (21 1/2 x 31 3/4in).

£3,000 - 5,000
€3,500 - 5,800



113



115



116



117

116 TP

CIRCLE OF HENDRIK VAN BALEN THE ELDER (ANTWERP 1575-1632)

The Banquet of Achelous

oil on copper

85 x 114.5cm (33 7/16 x 45 1/16in).

£6,000 - 8,000

€7,000 - 9,300

The present work is derived from van Balen's original now in Musée Denys Puech, Rodez (inv. no. M.R.60).

117

MANNER OF JAN VAN HUYSUM, 19TH CENTURY

Roses, tulips and delphiniums in a glass vase on a stone ledge bears indistinct signature (lower right)

oil on panel

34.1 x 27.2cm (13 7/16 x 10 11/16in).

£2,000 - 3,000

€2,300 - 3,500



118

118 TP

AFTER SIR PETER PAUL RUBENS, 18TH CENTURY

Drunken Hercules

oil on canvas

134 x 159.2cm (52 3/4 x 62 11/16in).

£4,000 - 6,000

€4,700 - 7,000

Provenance

The Collection of Gary Barlow, Oxfordshire

The present painting is based on Rubens's *Drunken Hercules*, now in the Gemäldegalerie, Dresden (gal. no. 987).

119

CIRCLE OF NICHOLAAS VERKOLJE (DELFT 1673-1746 AMSTERDAM)

Daphnis and Chloe

oil on canvas laid down on panel

36.1 x 28.5cm (14 3/16 x 11 1/4in).

£2,000 - 3,000

€2,300 - 3,500



119



120

120

**CIRCLE OF WILLIAM TOMKINS A.R.A
(LONDON 1730-1792)**

A parliament of owls in a nest
oil on canvas
64.3 x 75cm (25 5/16 x 29 1/2in).

£2,000 - 3,000
€2,300 - 3,500

William Tomkins exhibited a version of the present composition, signed and dated 1765, at the Society of Artists in that same year (no. 139).



121

121

**DANIEL TURNER (ENGLAND, ACTIVE
1782-1801)**

A view of the Thames with Westminster
Bridge and Saint Paul's beyond and the Shot
Tower, Lambeth in the foreground
oil on panel
33.6 x 56.7cm (13 1/4 x 22 5/16in).

£2,000 - 3,000
€2,300 - 3,500

122

**GEORGE MORLAND (LONDON 1763-
1804)**

Dick Farebrothers, huntsman
oil on panel
17 x 20.1cm (6 11/16 x 7 15/16in).

£2,000 - 3,000
€2,300 - 3,500



122



123^{TP}

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).

£10,000 - 15,000
€12,000 - 17,000

Provenance

Jeremiah Harman (d. 1844), London (according to an old inscription on the stretcher bar, verso)
With Thomas Agnew and Sons, London, by 1978
The Collection of Sir Sidney Barratt, Crowe Hall, Bath

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.



124



125

124 TP

MARZIO MASTURZIO (ACTIVE NAPLES, CIRCA 1670)

A cavalry skirmish between Turks and Christians

oil on canvas

56 x 134cm (22 1/16 x 52 3/4in).

£4,000 - 6,000

€4,700 - 7,000

Provenance

The Collection of Mrs Austen-Leigh by whom sold
Sale, Christie's, London, 11 May 1951, lot 1 (bt Bignell)

We are grateful to Prof. Giancarlo Sestieri for suggesting the attribution to Masturzio on the basis of a colour photograph.

125

FOLLOWER OF VINCENZO CAMPI (CREMONA 1532-1591)

A boy with a basket of poultry

oil on canvas

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

£3,000 - 5,000

€3,500 - 5,800

A similar composition, previously ascribed in full to Campi, was offered at Christie's, New York on 6 June 2012, lot 51, as "Attributed to Vincenzo Campi".

The boy appears in another version, previously in the collection of O.Klein, New York before 1967, depicted in elegant attire and grasping a cat (see: Fondazione Zeri cat. no. 31771, as Campi Vincenzo (?)).



126 (2 of 4)



126

FRENCH SCHOOL, 19TH CENTURY

Portrait of a lady, traditionally identified as Mademoiselle Christine-Antoinette-Charlotte Desmares; Portrait of Vittoria della Rovere as Saint Victoria; Portrait of a lady, said to be Charlotte Gaucher de Mouchy, comtesse d'Herouville; and Portrait of a noblewoman
a set of four, oil on copper, ovals
16.8 x 14cm (6 5/8 x 5 1/2in). (4)

£3,000 - 5,000
€3,500 - 5,800

The portrait traditionally identified as Mademoiselle Christine-Antoinette-Charlotte Desmares is after Jean Baptiste Santerre's original, offered at Sotheby's, Paris on 23 June 2004, lot 11. The portrait of Vittoria della Rovere is after Mario Balassi's original, which was with Trinity Fine Art, London in 1997. The portrait of Charlotte Gaucher de Mouchy is after Charles-Antoine Coyvel, known through an engraving by Louis Surugue.

127 *

AFTER ANNIBALE CARRACCI, 18TH CENTURY

The Holy Family with the Infant Saint John the Baptist
oil on copper
42.6 x 30.7cm (16 3/4 x 12 1/16in).

£4,000 - 6,000
€4,700 - 7,000

The present work is after a lost original by Carracci, known through an engraving, in reverse, by Cosimo Mogalli (1667-1730).

The original painting by Carracci was in the Uffizi until 1778, and is listed in the inventory drawn up on the death of Leopoldo de' Medici in 1675.



127



128

128

**STUDIO OF CLAUDE JOSEPH VERNET (AVIGNON 1714-1789
PARIS)**

Les Plaisirs de l'été: Bathers before a waterfall, a hillside town beyond; and A Mediterranean coastline with a fisherman and a woman and her mule on the shore
a pair, oil on canvas

42.1 x 33.1cm (16 9/16 x 13 1/16in). (2)

£3,000 - 5,000

€3,500 - 5,800

The present works repeat Vernet's signed pair, *Les Plaisirs de l'été*, offered at Christie's New York, 12 January 1996, lot 194.

129

**ATTRIBUTED TO PIETER HARDIME
(ANTWERP 1677-1758)**

Tulips, narcissi, roses, convolvulus and other
flowers in an urn on a table-top
oil on canvas
63.8 x 71cm (25 1/8 x 27 15/16in).

£2,000 - 3,000
€2,300 - 3,500

Provenance

With Arthur G. Tite, London, where
purchased by the late owner in November
1958



129

130

**CIRCLE OF PIERRE-PAUL PRUD'HON
(CLUNY 1758-1823 PARIS)**

The Assumption of the Virgin
oil on canvas
31.6 x 26.1cm (12 7/16 x 10 1/4in).

£2,000 - 3,000
€2,300 - 3,500

Provenance

Possibly, Beurnonville sale, Paris 3 June
1884, lot 422 (see Literature)
Sale, Bonhams, London, 30 October 2013,
lot 234, where purchased by the present
owner

Literature

Possibly, J. Guiffrey, *P.P. Prud'hon, peintures,
pastels et dessins*, Paris, 1924, under cat.
no. 317 ('Une Assomption de la Vierge
sur toile, esquisse du tableau du Louvre,
attribuée a Prud'hon mesurant 0,32 sur
0,25, pasait à la vente Beurnonville du 3 juin
1884, no. 422')

The present work is possibly related to the
sketch of the *Assumption* in the Musée
Thomas-Henry, Cherbourg.



130



131



131

GERMAN SCHOOL, 19TH CENTURY

The Adoration of the Shepherds; and The Lamentation

a pair, oil on gold ground panel
82.3 x 86cm (32 3/8 x 33 7/8in). (2)

£4,000 - 6,000

€4,700 - 7,000

132

FLEMISH SCHOOL, 19TH CENTURY

Saint George; and Saint Eustace (*recto*) and The Annunciation (*verso*)

a pair, oil on panel
60.8 x 28.7cm (23 15/16 x 11 5/16in). (2)

£2,000 - 3,000

€2,300 - 3,500

132



133

133

GERMAN SCHOOL, 19TH CENTURY

The Twelve Apostles
a pair, oil on gold panel
51.2 x 83.4cm (20 3/16 x 32 13/16in). (2)

£2,000 - 3,000
€2,300 - 3,500

134

GERMAN SCHOOL, 16TH CENTURY

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

£2,500 - 3,500
€2,900 - 4,100



134



135 TP

JOHANN ANTON EISMANN (SALZBURG 1604-1698 VENICE)

A harbour with figures on the quayside in the foreground and ships at anchor in the bay beyond
oil on canvas

96.5 x 153cm (38 x 60 1/4in).

£12,000 - 18,000

€14,000 - 21,000

Provenance

Possibly the Collection of Conte Ercole Giusti, SS Apostoli, Verona, 1718

With A. Morandotti, Rome, 1969

Collection of Fondazione Boris Christoff, Italy

Literature

Possibly B. dal Pozzo, *Le vite de' pittori, de gli scultori, et architetti veronesi*, 1718 p.298 (*sei pezzi di Paefi di Eifmann contenenti vno vn fualiglio; vn' altro Porto di Mare, e gli altri quatro, antichita' e figure*)
'Notable Works of Art now on the Market' supplement in *The Burlington Magazine*, CXI 1969, no. 795, pl. XLII (as Francesco Simonini)
E. A. Safarik, 'Johann Anton Eismann', in *Saggi e Memorie di Storia dell'Arte*, X, 1976, p. 73, cat. no. 53, and p. 132, ill. fig. 26

In his article on Eismann, Safarik suggests that the present work may have formed part of a larger group of five works seen at the house of the Conte Ercole Giusti in SS Apostoli in Verona. The stylistic affinities together with the particularly large proportions of the present work and the four others of similar dimensions suggests that they may have been intended to hang together (see E. A. Safarik, 'Johann Anton Eismann', in *Saggi e Memorie di Storia dell'Arte*, X, 1976, p. 73, cat. nos 47, 48, 52, 53, and 56). By 1663, Eismann had settled permanently in Venice, where he had found great success. Many of the works which Safarik identifies as earlier than this date, tend to be found in locations outside of Italy, suggesting that Eismann was active both within and outside the country. He therefore dates the group of 'Veronese' pictures to a much later point in the artist's career.



136

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 Carita

oil on canvas

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

£8,000 - 12,000

€9,300 - 14,000

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.



137



137

CIRCLE OF RACHEL RUYSC (AMSTERDAM 1664-1750)

Carnations, rose, convolvulus and other flowers on a table-top; and Poppies, convolvulus and other flowers on a stone ledge with a snail a pair, oil on canvas

63.2 x 48.2cm (24 7/8 x 19in). (2)

£2,000 - 3,000

€2,300 - 3,500

138 *

GERMAN SCHOOL, 19TH CENTURY

A skull with a snake; and The underside of a skull with other bones a pair, oil on panel

32.5 x 26.2cm (12 13/16 x 10 5/16in). (2)

unframed

£2,000 - 3,000

€2,300 - 3,500



138



139

139 *

FLEMISH SCHOOL, 19TH CENTURY

A swag of grapes, quince, peaches and other fruit; and A swag of tulips, poppies and other flowers
 each bears signature 'Mountingo pinxt' (lower right)
 a pair, oil on canvas
 74.6 x 52.2cm (29 3/8 x 20 9/16in). (2)

£5,000 - 7,000
 €5,800 - 8,200



138



140



141

140

CIRCLE OF NICOLO BAMBINI (VENICE 1651-1736)

Rebecca and Eliezer at the well
oil on canvas
70.8 x 96.5cm (27 7/8 x 38in).

£4,000 - 6,000

€4,700 - 7,000

Provenance

In the present owner's family since at least the 1920s

141

CIRCLE OF GIOVANNI BATTISTA CROSATO (TREVISO 1697-1756 VENICE)

An Allegory of Peace and Justice
oil on canvas laid down on board
30.7 x 27.8cm (12 1/16 x 10 15/16in).

£2,000 - 3,000

€2,300 - 3,500



142

142 TP

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

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

£2,000 - 3,000
€2,300 - 3,500

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

143

**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).

£4,000 - 6,000
€4,700 - 7,000



143



144

144

STUDIO OF DAVID TENIERS THE YOUNGER (ANTWERP 1610-1690 BRUSSELS)

A concert of cats with monkeys and an owl
oil on panel
27.5 x 32cm (10 13/16 x 12 5/8in).

£5,000 - 7,000
€5,800 - 8,200

The present work is after Teniers's original now in the Alte Pinakothek, Munich.



145

145

PIETER HARMENSZ. VERELST (DORDRECHT CIRCA 1618-CIRCA 1668)

An Allegory of Greed
oil on panel
67.7 x 57cm (26 5/8 x 22 7/16in).

£4,000 - 6,000
€4,700 - 7,000

Provenance

Sale, Sotheby's, London, 30 October 1997, lot 193
Sale, Christie's, Amsterdam, 6 May 2009, lot 69, where purchased by the present owner

The attribution to Verelst was kindly confirmed by Professor Werner Sumowski at the time of the 2009 sale.

146

**CIRCLE OF ABRAHAM DIEPENBEECK
(S-HERTOGENBOSCH CIRCA 1596-1675
ANTWERP)**

Abraham with three angels

oil on copper

54.4 x 72.2cm (21 7/16 x 28 7/16in).

£2,000 - 3,000

€2,300 - 3,500

Versions of the composition by Diepenbeeck are in the Alte Pinakothek Munich and in Seville Cathedral.



146

147

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

Tobias and the Angel

oil on copper

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

£3,000 - 5,000

€3,500 - 5,800

148

**GILLIS PEETERS I (ANTWERP 1612-
1653)**

A river landscape with figures before a cottage

oil on panel

31.2 x 44.5cm (12 5/16 x 17 1/2in).

£2,000 - 3,000

€2,300 - 3,500

Provenance

Private Collection, Belgium



147



148



149



150



151

149

FOLLOWER OF QUENTIN MATSYS (LEUVEN 1466-1530 ANTWERP)

Pietà

oil on panel

39.7 x 28.6cm (15 5/8 x 11 1/4in).

£3,000 - 5,000

€3,500 - 5,800

150

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

A peasant woman with a spindle

oil on panel

31.6 x 24.4cm (12 7/16 x 9 5/8in).

£2,000 - 3,000

€2,300 - 3,500

151

AFTER QUENTIN MASSYS, EARLY 17TH CENTURY

The Madonna and Child

oil on panel

65.1 x 49.2cm (25 5/8 x 19 3/8in).

£3,000 - 5,000

€3,500 - 5,800

The present work is after Massys's original work now in Musée du Louvre, Paris.



152

152

MANNER OF THE MASTER OF THE PRODIGAL SON, 18TH CENTURY

The Parable of Tares

signed with a monogram (lower right)

oil on panel

54.2 x 72.1cm (21 5/16 x 28 3/8in).

£3,000 - 5,000

€3,500 - 5,800

A similar composition was offered at Sotheby's, London on 6 May 1996, lot 32 as attributed to the Master of the Prodigal Son. Another version is in Royal Museum of Fine Arts Antwerp as attributed to Jan Mandijn. For further discussion on this composition see G. Marlier, 'L'Atelier du Fils Prodigue' in *Jaarboek Antwerpen*, 1961, pp. 93-98.

153

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

Saint Jerome

oil on panel

73.6 x 61.2cm (29 x 24 1/8in).

£6,000 - 8,000

€7,000 - 9,300

Provenance

With Sala Gaspar, Barcelona (according to a label on the reverse)



153



154



154

FOLLOWER OF GENNARO GRECO, CALLED IL MASCACOTTA (NAPLES 1663-1714 NOLA)

An architectural *capriccio* with soldiers seated in the foreground; and An architectural *capriccio* with figures at a well a pair, oil on canvas
53 x 31.8cm (20 7/8 x 12 1/2in). (2)

£2,000 - 3,000
€2,300 - 3,500

Provenance

With Arthur G. Tite, London, where purchased by the present owner's family in October 1957

155 TP

CIRCLE OF JUAN CARREÑO DE MIRANDA (AVILÉS 1614-1685 MADRID)

The Vision of a Bishop Saint charged with the arms of the province of Castile y León (upper right) oil on canvas
210 x 168cm (82 11/16 x 66 1/8in).

£3,000 - 5,000
€3,500 - 5,800

Provenance

Private Collection, Spain, since at least the early twentieth century, until recently



155



156

156

ITALIAN SCHOOL, EARLY 17TH CENTURY

Saint Roch and the angel
oil on panel, extended on the upper and lower edges
26.4 x 19.4cm (10 3/8 x 7 5/8in).

£2,000 - 3,000

€2,300 - 3,500

157

ITALIAN SCHOOL, 18TH CENTURY

An architectural *capriccio*
oil on canvas
95.6 x 75.2cm (37 5/8 x 29 5/8in).

£4,000 - 6,000

€4,700 - 7,000

158

ATTRIBUTED TO GIOVANNI BATTISTA LAMA (NAPLES 1673-1748)

The Baptism of Christ
oil on canvas
46.9 x 35.6cm (18 7/16 x 14in).

£3,000 - 5,000

€3,500 - 5,800



157



158



159

**GIULIO RAIBOLINI, CALLED GIULIO FRANCIA (BOLOGNA
1487-1540)**

The Holy Family with Saint Catherine of Alexandria
oil on panel

67.4 x 55cm (26 9/16 x 21 5/8in).

£15,000 - 20,000

€17,000 - 23,000

We are grateful to Prof. Emilio Negro and Dottssa Nicosetta Roio for confirming the attribution to Giulio Francia upon inspection of a colour photograph.

The figure of the Madonna repeats that in the *Mystic Marriage of Saint Catherine with Saint Joseph*, now in the Collection of Michele Tossani, Bologna, and the present *Saint Catherine* also appears in Giulio Francia's work of the same subject, offered at Sotheby's 18 May 1978, lot 319 (see E. Negro and N. Roio, *Francesco Francia e la sua Scuola* 1998, pp 307-308, cat. nos 294 and 296 respectively).



160

160 *
CIRCLE OF GIORGIO VASARI (AREZZO 1511-1574 FLORENCE)
 The Holy Family with the Infant Saint John the Baptist and Saint Elizabeth
 oil on panel
 73.1 x 56.5cm (28 3/4 x 22 1/4in).

£6,000 - 8,000
 €7,000 - 9,300

Provenance
 Acquired by the present owner's great-grandfather in the 1920s



161

161
SIENESE SCHOOL, 16TH CENTURY
 The Madonna and Child with the Infant Saint John the Baptist
 oil on panel, *tondo*, let-in
 61.4 x 61.2cm (24 3/16 x 24 1/8in).

£4,000 - 6,000
 €4,700 - 7,000



162



163

162 TP

DIRCK DIRCKSZ. VAN SANTVOORT (AMSTERDAM 1610-1680)

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

oil on canvas

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

£7,000 - 10,000

€8,200 - 12,000

Provenance

A New England Institution, USA

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

163

CIRCLE OF GERRIT DOU (LEIDEN 1613-1675)

Portrait of a black boy, bust-length, in a cloak, gold clasp and an earring

oil on panel

31.6 x 22.2cm (12 7/16 x 8 3/4in).

£3,000 - 5,000

€3,500 - 5,800

Provenance

Sale, Christie's, London, 13 April 1984, lot 58

A similar work was offered at Christie's, New York on 22 May 1998, lot 161 (as Circle of Rembrandt).

164

AFTER DIRCK HALS, LATE 17TH CENTURY

A merry company smoking and drinking in an interior
oil on panel

37.4 x 42.3cm (14 3/4 x 16 5/8in).

£3,000 - 5,000

€3,500 - 5,800

The present work is after Hals's original, now in the Musée Hyacinthe Rigaud, Perpignan (inv./cat.nr 40).

165

GERARD HOET THE YOUNGER (UTRECHT CIRCA 1698-1760 THE HAGUE)

Elegant company smoking and drinking outside an inn
oil on panel

25 x 33.5cm (9 13/16 x 13 3/16in).

£4,000 - 6,000

€4,700 - 7,000

It is possible that the present work once formed a pair with the signed work, *Elegant company smoking and drinking outside an inn*, which was offered for sale at Christie's, London, 7 July 2006, lot 103.

166

ATTRIBUTED TO KLAES MOLENAER (HAARLEM CIRCA W1630-1676)

A winter landscape with figures ice skating
oil on panel

23.4 x 24.2cm (9 3/16 x 9 1/2in).

£1,000 - 1,500

€1,200 - 1,700



164

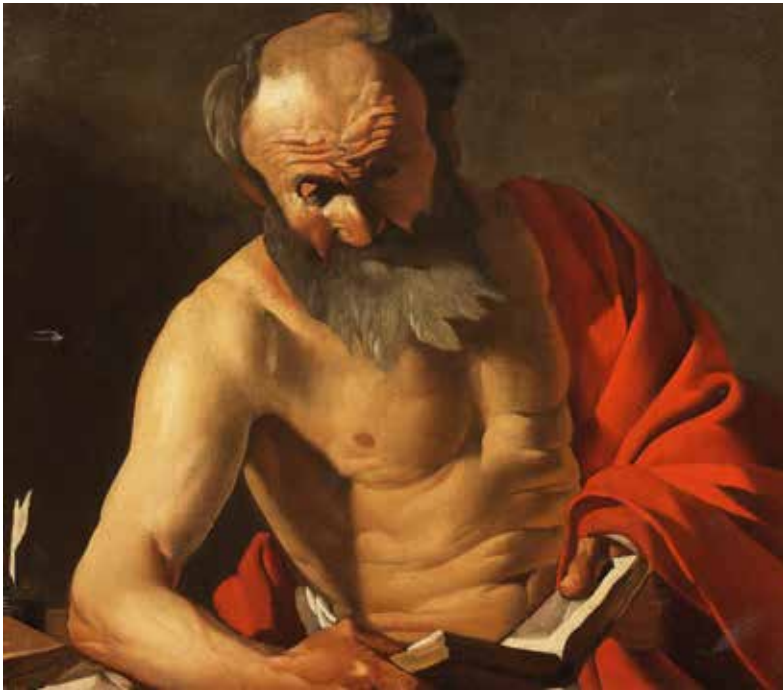


165



166

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.



167

167

**STUDIO OF DIRCK VAN BABUREN
(UTRECHT CIRCA 1590-1624)**

Saint Jerome reading
oil on canvas
77.2 x 87.9cm (30 3/8 x 34 5/8in).

£2,000 - 3,000
€2,300 - 3,500

168

**JAN VAN BIJLERT (UTRECHT CIRCA
1597-1671)**

A lamplighter holding a torch
signed 'jo bylert' (lower left)
oil on panel
38.2 x 29.8cm (15 1/16 x 11 3/4in).

£5,000 - 7,000
€5,800 - 8,200

Provenance

Collection Mr Lloyd-Graeme, Kingsthorpe,
Yorkshire, 1964, from whom acquired by the
present owner

Literature

P.H. Janssen, *Jan van Bijlert, Catalogue
Raisonné*, Amsterdam, 1998, p. 142, cat. no.
114, ill., p. 315, pl. 136



168

169 *

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

The Supper at Emmaus

oil on panel

53.3 x 63.3cm (21 x 24 15/16in).

£5,000 - 7,000

€5,800 - 8,200

Provenance

Acquired by the present owner approximately
50/60 years ago

Although its present whereabouts is unknown, the original composition by Rubens was copied by Willem van Swanenburg in his engraving of 1611. A version which has been considered to be the possible original by Rubens, in Saint Eustache, Paris differs from the present composition in the colouring. A copy of an X-ray conducted on the present painting is available and is interesting in that it shows a considerable degree of under-drawing, in particular in the feet in the foreground.

170

**CIRCLE OF HENDRICK VAN
STEENWYCK THE YOUNGER (ANTWERP
CIRCA 1580-1649 ?LEIDEN)**

The Last Supper

oil on panel

19.7 x 16.3cm (7 3/4 x 6 7/16in).

£3,000 - 5,000

€3,500 - 5,800



169



170



171

171

NEAPOLITAN SCHOOL, LATE 17TH CENTURY

A cavalry skirmish before a ruined arch; and
A cavalry skirmish before ruins
a pair, oil on canvas
58.8 x 70.2cm (23 1/8 x 27 5/8in). (2)

£4,000 - 6,000
€4,700 - 7,000

Provenance

Acquired by the present owners' grandparents with the contents of Croxall Hall, Staffordshire, 1953



172

172

FOLLOWER OF GIOVANNI GHISOLFI (MILAN CIRCA 1623-1683)

An architectural *capriccio* with travellers resting in the foreground
oil on canvas
65.7 x 85.2cm (25 7/8 x 33 9/16in).

£1,200 - 1,800
€1,400 - 2,100

Provenance

The Collection of Gary Barlow, Oxfordshire

173 * TP

MANNER OF CLAUDE GELLÉE, CALLED CLAUDE LORRAIN, 18TH CENTURY

A Mediterranean harbour scene
oil on canvas
94.2 x 124.4cm (37 1/16 x 49in).

£4,000 - 6,000
€4,700 - 7,000

Provenance

Private Collection, New York, by descent to Claudia Cosla, New York, by whom offered Sale, Doyles, New York, 18 May 2016, lot 42, where purchased by the present owner



173

174

**MANNER OF GIOVANNI PAOLO PANINI,
19TH CENTURY**

A *capriccio* of Roman ruins including the
Arch of Titus and the Statue of Achilles
oil on canvas
84 x 98cm (33 1/16 x 38 9/16in).

£4,000 - 6,000
€4,700 - 7,000

Provenance

The Collection of Sir Elton John
His sale, Sotheby's, London, 30 September
2003, lot 268
The Property of Gary Barlow, Oxfordshire



171

175

**CIRCLE OF THE MASTER OF THE
REFLESSI, (ACTIVE ITALY, 18TH
CENTURY)**

An interior with a lady at her toilet
oil on canvas
46.5 x 69.7cm (18 5/16 x 27 7/16in).

£2,000 - 3,000
€2,300 - 3,500



174



175



176



177



178

176

FOLLOWER OF ADRIAEN DE GRYEFF (ANTWERP CIRCA 1670-1715 BRUSSELS)

Hunting dogs with game in a landscape
oil on panel
63.5 x 49cm (25 x 19 5/16in).

£2,000 - 3,000
€2,300 - 3,500

177

MANNER OF JAN STEEN, 18TH CENTURY

The Cat's Medicine
oil on panel
30.6 x 24.5cm (12 1/16 x 9 5/8in).

£1,800 - 2,500
€2,100 - 2,900

This unusual subject was employed by Jan Steen in his painting in San Diego Museum of Art.

178 *

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

A grey horse in a landscape
oil on canvas
63.2 x 48.7cm (24 7/8 x 19 3/16in).

£1,000 - 1,500
€1,200 - 1,700

Provenance

Acquired by the present owner approximately 50/60 years ago



179

179

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

A brown bear in a landscape
bears signature and date 'Roos fecit/ 17*9' (lower left)
oil on canvas
46 x 56cm (18 1/8 x 22 1/16in).

£3,000 - 5,000
€3,500 - 5,800

Provenance

With Oliver Cyzer Fine Art, London, where purchased by the present owner in 2009

180

LAURENT GEEDTS (LEUVEN 1728-1813)

A *trompe l'oeil* still life with a dead hare, a wryneck, great spotted woodpecker, thrushes and finches
oil on canvas
63.6 x 48.2cm (25 1/16 x 19in).
unframed

£1,500 - 2,000
€1,700 - 2,300

The present work should be compared to a signed work by Laurent Geedts previously with John Bennett Fine Paintings, London, in which the pose of the bird, upper right, is repeated.



180



181



183



182

181 TP

BOLOGNESE SCHOOL, 17TH CENTURY

The Madonna and Child with Saint Anthony of Padua
oil on canvas
167.5 x 116cm (65 15/16 x 45 11/16in).
unframed

£5,000 - 8,000
€5,800 - 9,300

182

CIRCLE OF ANDREA SCACCIATI (FLORENCE 1642-1710)

Roses, tulips, narcissi and other flowers in a bronze urn on a stone ledge
oil on canvas
91.5 x 70.7cm (36 x 27 13/16in).

£5,000 - 7,000
€5,800 - 8,200

Provenance

With Marshall Spink Gallery, London, before 1981 (according to a label on the reverse)
With Edgar Both, London, where purchased by the present owner in March 1987

183

BOLOGNESE SCHOOL, EARLY 17TH CENTURY

The Annunciation
oil on canvas
57.1 x 43.2cm (22 1/2 x 17in).

£2,000 - 3,000
€2,300 - 3,500

The present work has a traditional attribution to Sigismondo Scarsella, called il Mondino (Ferrara 1530-1614).



184

184
CIRCLE OF MARIO NUZZI, CALLED MARIO DE' FIORI (ROME CIRCA 1603-1673)

Tulips, roses, an iris and other flowers in a glass vase on a table-top
oil on canvas
73.5 x 62.1cm (28 15/16 x 24 7/16in).

£3,000 - 5,000
€3,500 - 5,800

Provenance
With Jan Roelofs, Amsterdam, where purchased by the present owner in April 1997

185
FRENCH SCHOOL, EARLY 18TH CENTURY

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

£2,000 - 3,000
€2,300 - 3,500

186
CIRCLE OF MICHELANGELO CERQUOZZI (ROME CIRCA 1602-1660)

A sleeping woman with a dog at her feet
oil on canvas, unlined
28.2 x 19.2cm (11 1/8 x 7 9/16in).

£2,000 - 3,000
€2,300 - 3,500



185



186



187

187 TP

STUDIO OF LODOVICO CARDI, CALLED IL CIGOLI (CASTELLO DI CIGOLI, NEAR SAN MINIATO 1559-1613 ROME)

Jacob's dream
oil on canvas
115.2 x 142cm (45 3/8 x 55 7/8in).

£6,000 - 8,000
€7,000 - 9,300

Provenance

A noble family, Lombardy, from whom acquired by the present owner

The present work is derived from Cigoli's vertical composition of *Jacob's dream*, of which four autograph versions exist: in Musée des Beaux-Arts, Nancy, signed and dated 1593, (oil on panel transferred to canvas, 173 x 134cm); at Burghley House, Lincolnshire (on canvas, 150.5 x 130cm); a work offered at Parke-Bernet, New York, 2 November 1978, lot 156 (on canvas, 179 x 140cm); and in Uffizi Gallery, Florence (on canvas, 186 x 129cm).

188

AFTER ANTONIO ALLEGRI, CALLED IL CORREGGIO, 17TH CENTURY

Venus with Mercury and Cupid
oil on panel
29.2 x 21.6cm (11 1/2 x 8 1/2in).

£2,000 - 3,000
€2,300 - 3,500

The present work is by a North European artist and follows Correggio's original, now in the National Gallery, London.



188

189 TP

**CIRCLE OF JUAN DE ARELLANO
(SANTORCAZ 1614-1676 MADRID)**

An Allegory of Touch

oil on canvas

124.1 x 138.1cm (48 7/8 x 54 3/8in).

£6,000 - 8,000

€7,000 - 9,300

The present work is based on one of the series depicting *The Senses*, which are now in the Masaveu Collection, Spain, and now considered to be by Arellano (see A. E. Pérez Sanchez, *Juan de Arellano 1614-1676*, Madrid, 1998, pp.68-69, fig. 19-22).



189

190 TP

**NORTH ITALIAN SCHOOL, LATE 16TH
CENTURY**

Portrait of an architect, three-quarter-length,
in black robes, standing before a green
curtain with papers in his hand

inscribed 'Al ** Illmo/ Sig. Piero nava**'
(on letter, lower left)

oil on canvas

117 x 99.2cm (46 1/16 x 39 1/16in).

£2,000 - 3,000

€2,300 - 3,500



190



191



192

191

ATTRIBUTED TO GIOVANNI-BATTISTA TINTI (PARMA 1558-1617)

The Holy Family with a donor
 inscribed 'Quadro della Pinacoteca di/ Modena. Regalo del Duca
 Fran/cesco V. al Professor Goldoni./ Venduto a Ingegnere Montanini/
 di Sestola. Pittura di Gio. Batista Tinti di Parma 1530-1560' (on
 reverse) and further inscribed 'Il presente quadro fatto da G.B.Tinti
 pittore parmigiano nel 1500 1560. Lavora / a Parma poi a Bologna
 poi a Parma . Regalato dal Duca di Parma / a quello di Modena
 [...] dalla Pinacoteca [...] fu regalato dal Duca nel 1859 / al Direttore
 Goldoni. Da questi venduto all'ingegnere Montanini di Sestola' (lower
 centre of the reverse)
 oil on silvered copper
 25 x 34cm (9 13/16 x 13 3/8in).
 in a carved and gilt wood frame

£2,000 - 3,000

€2,300 - 3,500

Provenance

Galleria Estense, Modena
 Gifted by Francesco V Habsburg d'Este to Prof. Carlo Antonio
 Goldoni (1822-1874), 1859
 By whom sold to Ingegnere Montanini di Sestola (according to an
 inscription on the reverse)

192

**FOLLOWER OF PIETRO VANNUCCI, CALLED IL PERUGINO
 (CASTELLO DELLA PIEVE CIRCA 1450-1523 FONTIGNANO)**

A cupid with two doves
 oil on panel, a fragment
 35.8 x 26cm (14 1/8 x 10 1/4in).

£2,000 - 3,000

€2,300 - 3,500

Provenance

Sale, Sotheby's, New York, 29 January 2005, lot 33
 With Salander-O'Reilly Galleries, New York, before 2010



193

193

VENETIAN SCHOOL, 16TH CENTURY

The Mystic Marriage of Saint Catherine, with Saint Ursula and the Infant Saint John the Baptist

oil on panel

44.1 x 53.1cm (17 3/8 x 20 7/8in).

£2,000 - 3,000

€2,300 - 3,500

Provenance

Sale, Christie's, 26 January 1979, lot 152 (£580 as 'Bonifazio')

194 *

FLORENTINE SCHOOL, 16TH CENTURY

The Madonna and Child with the Infant Saint John the Baptist

oil on panel

65.5 x 52.2cm (25 13/16 x 20 9/16in).

£4,000 - 6,000

€4,700 - 7,000

Provenance

Acquired by the present owner's great grandfather in the 1920s

The pose of the Madonna in the present work is based on the same figure repeated several times by Domenico Puligo (see for example that in the Musée Fabre, Montpellier) but the whole composition comes closest to an anonymous work now in the Pinacoteca Nazionale, Siena (see Fondazione Zeri image no. 33787).



194



195

JEAN-BAPTISTE PILLEMENT (LYON 1728-1808)

Figures by a camp fire on a rocky shore; and Figures outside an inn the former signed and dated 'Jean Pillement/1790' (lower right) a pair, oil on canvas 11.6 x 17.2cm (4 9/16 x 6 3/4in). (2)

£2,000 - 3,000
€2,300 - 3,500

196

AFTER JEAN ANTOINE WATTEAU, 18TH CENTURY

Le Concert

oil on canvas

71.2 x 87.2cm (28 1/16 x 34 5/16in).

£2,000 - 3,000
€2,300 - 3,500

Provenance

Private Collection, UK, since at least the 1970s

The present composition is based on Watteau's *Le Concert* now at Schloss Sanssouci, Potsdam.

197

ATTRIBUTED TO JEAN FRANÇOIS MILLET (ANTWERP 1642-1679 PARIS)

Christ and the Canaanite Woman

oil on canvas

46.1 x 55.6cm (18 1/8 x 21 7/8in).

£4,000 - 6,000
€4,700 - 7,000

Provenance

Ronald Sims (1927-2007), ecclesiastical architect, York

A version of this subject by Millet is in the Toledo Museum of Art, Ohio. The figures in the present work relate to those in an engraving by Théodore, after an untraced original by Millet (see British Museum no. 1877,1013.778).



195



196

198 TP

AFTER NICOLAS POUSSIN, 19TH CENTURY

The Finding of Moses

oil on canvas

120.5 x 195.5cm (47 7/16 x 76 15/16in).

£6,000 - 8,000

€7,000 - 9,300

The present work is after Poussin's original, now in Musée du Louvre, Paris.



197



198



199



200

199

MANNER OF JAN VAN KESSEL THE YOUNGER, 19TH CENTURY

A golden pheasant with monkeys and other birds in a landscape; and Parrots and pheasants in a landscape
a pair, oil on panel, octagonal
16.3 x 21.7cm (6 7/16 x 8 9/16in). (2)

£2,000 - 3,000
€2,300 - 3,500

Provenance

With Galerie Robert Finck, Brussels, 1965, where purchased by Private Collection, Switzerland, by whom gifted to the present owner

200

SAMUEL RAVEN (BIRMINGHAM 1775-1847)

A hound with her puppies
oil on panel
17.1 x 22.4cm (6 3/4 x 8 13/16in).

£1,000 - 1,500
€1,200 - 1,700



201

201

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).

£8,000 - 12,000

€9,300 - 14,000

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.'

202 *

FOLLOWER OF PIETER NASON (AMSTERDAM 1612-1688 THE HAGUE)

Portrait of a young lady, half-length, in a brown dress, within a painted oval

oil on panel, the upper section added

69.6 x 55.8cm (27 3/8 x 21 15/16in).

£2,000 - 3,000

€2,300 - 3,500

Provenance

Acquired by the present owner's great-grandfather in the 1920s



202



203 *

**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).

£6,000 - 8,000

€7,000 - 9,300

Provenance

Possibly, Collection of Thimm, Copenhagen (according to Literature)
Collection of Baron von Bethmann-Hollweg, Schloss Rheineck, Bad Breisig
With Stern, Düsseldorf, 1934
With West's Galleries, London, 1938
With Dominion Gallery, Montreal, where purchased by
Mr P.M. Fowlie, 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



204

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

English Shipping in choppy seas; and Shipping in a choppy sea off
the coast
the first signed with initials 'B.P.' (on spar, lower left, possibly
strengthened) and the latter signed with initials 'B.*' (on post, lower right)
a pair, oil on panel, oval
18 x 25.2cm (7 1/16 x 9 15/16in). (2)

£4,000 - 6,000
€4,700 - 7,000

Provenance

With Ronald A. Lee, Hampton Court, before December 1959
(according to *The Burlington Magazine*)



205



206

205

AFTER CHARLES LE BRUN, 17TH CENTURY

The hunt of Meleager and Atalanta
oil on canvas
49.2 x 90.1cm (19 3/8 x 35 1/2in).

£2,000 - 3,000
€2,300 - 3,500

Provenance

The Collection of Thomas Andrews, UK, before 1876
Sale, Christie's, London, 18 March 1932, lot 113 (bt Boot)

Exhibited

Wrexham, *Art Treasures*, 22 July- 27 November 1876, cat. no. 138
(lent by Mrs Andrews, as Rubens and Snyders)

Literature

Catalogue of the art treasures exhibition of North Wales and the border counties, at Wrexham 1876, exh. cat., London, 1876, p. 122, cat. no. 138

The present work is after Charles Le Brun's original, now in Musée du Louvre, Paris.

206

CLAUDE LEFEBVRE (FONTAINEBLEAU 1632-1675 PARIS)

Portrait of Jean François Paul de Gondi, Cardinal de Retz,
Archbishop of Paris, half-length
oil on canvas
79.2 x 61.3cm (31 3/16 x 24 1/8in).

£4,000 - 6,000
€4,700 - 7,000

Provenance

Chateau de Grandchamps, Beaumont-sur-sarthe, France (according to a label on the reverse)
By repute, the Collection of Frank Parker, Rome, circa 1860



207

207

FRANZ DE PAULA FERG (VIENNA 1689-1740 LONDON)

A busy village scene
signed 'f ferg fecit' (lower left)
oil on copper
46.8 x 63.4cm (18 7/16 x 24 15/16in).

£8,000 - 12,000
€9,300 - 14,000

208

PIETER FAES (MEIR 1750-1814 ANTWERP)

Lilacs in a bronze urn on a stone ledge with roses
signed 'P.Faes' (lower right)
oil on canvas
35.1 x 27.9cm (13 13/16 x 11in).

£5,000 - 7,000
€5,800 - 8,200

Provenance
Private Collection, Greece



208



209

209 TP

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

Portrait of a lady, traditionally identified as Lady Bishopp, seated three-quarter-length, in a gold dress and blue wrap before a landscape

bears inscription and signature 'Lady Bifshopp./ wife to the 1st Sir Cecil Sr. G. Kneller. fecit' (lower left)

oil on canvas

127.1 x 103.2cm (50 1/16 x 40 5/8in).

£2,000 - 3,000

€2,300 - 3,500

Provenance

With Meyers Gallery, Ingatestone, Essex, where purchased by the present owner in September 1989

210

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

Portrait of a gentleman, three-quarter-length, in a blue coat and a buff waistcoat

oil on canvas

88.6 x 68cm (34 7/8 x 26 3/4in).

£3,000 - 5,000

€3,500 - 5,800

Provenance

Sale, Sotheby's, London, 3 October 2007, lot 6

The Collection of Gary Barlow, Oxfordshire



210



211 TP

ATTRIBUTED TO SIR GODFREY KNELLER (LÜBECK 1646-1723 LONDON)

Portrait of a gentleman, three-quarter-length, in a green coat with a hat under his arm

oil on canvas

126.8 x 101.2cm (49 15/16 x 39 13/16in).

£3,000 - 5,000

€3,500 - 5,800

Provenance

The Collection of Mr Walker Heneage, Coker Hall, Yeovil (according to a label on the reverse)

With Gerda Newman Antique Paintings, London, where purchased by the present owner in October 1977

Exhibited

Taunton, Somerset Society of Artists, *Old Master Exhibition*, 1946 (according to a label on the reverse)



212

212
BOLOGNESE SCHOOL, 18TH CENTURY

The Finding of Moses
 oil on slate, *en grisaille*
 31.1 x 47.2cm (12 1/4 x 18 9/16in).
 unframed

£2,000 - 3,000
 €2,300 - 3,500

Provenance
 Sale, Sotheby's, Olympia, 5 December 2006, lot 460

213
STUDIO OF CARLO DOLCI (FLORENCE 1616-1686)

The Archangel Gabriel
 oil on canvas, octagonal
 32.5 x 26.3cm (12 13/16 x 10 3/8in).
 unframed

£1,500 - 2,000
 €1,700 - 2,300

Provenance
 The Marchesi de Mari, Genoa and thence by descent through the family until 1884
 Sale, Sotheby's, Olympia, 5 December 2006, lot 444 (as property from a private collection, whose relatives acquired from the above in 1884)

The present work once hung with two late autograph works by Carlo Dolci, of similar dimensions, which were offered for sale at Sotheby's London, 6 December 2006, lot 38. It is likely that the present work was produced in Dolci's workshop as a pendant to the other pair.



213



214

214 TP

FOLLOWER OF ANTONIO CARNEO (CONCORDIA 1637-1692 PORTOGRUARO)

Christ and the Woman Taken in Adultery
oil on canvas
105 x 150.3cm (41 5/16 x 59 3/16in).
unframed

£2,000 - 3,000
€2,300 - 3,500

Provenance

Sale, Sotheby's, Olympia, 24 April 2007, lot 441

The present lot follows the same composition as Carneo's *Christ and the Woman taken in Adultery* known in various versions, such as that now in a private collection, Milan (see A. Rizzi, *Antonio Carneo*, Udine, 1960, pl.19).

215

CIRCLE OF PIER LEONE GHEZZI (ROME 1674-1755)

A cleric and other figures in an interior
oil on canvas
28.3 x 25.3cm (11 1/8 x 9 15/16in).

£2,000 - 3,000
€2,300 - 3,500

Provenance

Sale, Christie's, New York, 17 October 2006, lot 300



215



216

216

NICOLAES BERCHEM (HAARLEM 1620-1683 AMSTERDAM)

Peasants milking goats at dusk
signed 'Berchgm' (lower right)
oil on canvas
59.2 x 70.4cm (23 5/16 x 27 11/16in).

£3,000 - 5,000
€3,500 - 5,800

Provenance

Sale, Lempertz, Cologne, 20 November 1975, lot 21
Sale, D.M. Klingner, Nuremberg, 9-10 May 1980, lot no. unknown
Sale, Sotheby's, New York, 6 June 1985, lot 78A
Sale, Sotheby's, London, 28 October 1992, lot 143
Sale, Sotheby's, New York, 14 October 1999, lot 9 (as Property of a private collector)

217

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

The Rest on the Flight into Egypt
oil on canvas, *tondo*
71.2 cm. (28 in.) diameter
unframed

£3,000 - 5,000
€3,500 - 5,800

Provenance

Ca'n Puig and Castillo Bendinat, Mallorca
Their sale, Christie's, Mallorca, 24-25 May 1999, lot 681
Sale, Bonhams, London, 7 December 2005, lot 137



217

The present composition is derived from the prototype by Guercino of 1624, now in the Cleveland Museum of Art, Cleveland, Ohio. There are, however, some small differences and *pentimenti* in the lot offered here, which may suggest that the picture could have been a *modello* or *bozzetto* for the Cleveland picture. It is recorded that a *modello* of the Cleveland picture was sold in Rome in 1819 to Leon Dufourny and was later purchased by the great collector and founder of the modern Louvre, Baron D. Vivant-Denon in 1826. The picture was then offered twice by Count de Pourtales-Gorgier in Paris, first in 1841, where it failed to sell, and then in March 1865. The date of the second sale marries very closely with the appearance of the picture in the collection offered by Christie's at Palma, Mallorca. At the beginning of the 19th century two sisters from wealthy and aristocratic Catalonian families, Dona Joana de Rocaberti-Boixador i Cotoner (1785-1862) and Dona de Pax-Boixadoue i Cotoner married the Marquis de Bellpuig and the Marquis de Vivot, a member of the Arbol family (owners of the Ca'n Puig and Castillo Bendinat). These marriages brought to the family important titles, land and considerable wealth in the form of chattels. The Marquis de Bellpuig and his wife were appointed as ambassadors to Paris, and their descendants were very closely aligned to the city.



218

CIRCLE OF GIAMBATTISTA PITTONI (VENICE 1687-1776)

The Sacrifice of Polyxenia; and Esther before Ahasuerus
a pair, oil on canvas, shaped
58.9 x 78.4cm (23 3/16 x 30 7/8in). (2)

£6,000 - 8,000

€7,000 - 9,300

Provenance

Sale, Christie's, London, 21 April 2004, lot 101

The former is based on a composition by Pittoni and the latter is after a painting by Sebastiano Ricci, in The National Gallery, London.



219



220

WORKS ON PAPER

219

ITALIAN SCHOOL, 16TH CENTURY

Studies of drapery
bears inscription 'Parmeggianino' (lower left)
pen and brown ink on paper
20.5 x 27.8cm (8 1/16 x 10 15/16in).
together with two other drawings, all unframed (3)

£600 - 800
€700 - 930

220

ITALIAN SCHOOL, 16TH CENTURY

Justice in a niche
red chalk on paper
19.6 x 15.1cm (7 11/16 x 5 15/16in).

£800 - 1,200
€930 - 1,400

Provenance

Unidentified collector's mark (lower right)



221

221 *

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

Nessus and Deianira
black chalk with white heightening on paper
26.2 x 41.5cm (10 5/16 x 16 5/16in).

£800 - 1,200
€930 - 1,400

Provenance
Acquired by the present owner approximately 50/60 years ago

222

ATTRIBUTED TO GIOVANNI BATTISTA TIEPOLO (VENICE 1696-1770 MADRID)

An elderly man
black and white chalk on blue paper, octagonal
22.2 x 15.9cm (8 3/4 x 6 1/4in).

£1,500 - 2,000
€1,700 - 2,300

Provenance
Possibly, Giovanni Domenico Bossi, by descent to Maria Theresa Karoline Bossi (associated numbering in pen and brown ink '****' on the verso)
Karl Christian Friederich Beyerlen
Sale, H.G. Gutekunst, Stuttgart, 27-28 March 1882



222

The Collection of Sven Gahlin

Lots 223 - 228



Although as a dealer his name was probably most closely associated with Indian miniatures, the art historian Sven Gahlin (1934-2017) had a lifelong interest in Old Master drawings, an appreciation that was encouraged in his schooldays by his art master, Kyffin Williams, RA (1918-2006). On leaving school, Sven spent two years studying Old Master drawings in the British Museum and a further two years in the department of drawings at the Louvre during which time he befriended the connoisseur-collector Fritz Lugt

(1884-1970) with whom he would spend his mornings. His first job was with the art dealer Francis Matthiesen in his Bond Street gallery, but a chance loan of £200 from a client who encouraged him to start dealing in Old Master drawings in his own right set him on his path. He was a true, old-fashioned, scholarly collector, acquiring things from all over the world and from all time periods. His collection of Indian miniatures and artefacts was sold in a single-owner auction at Sotheby's in October 2015.



223

CIRCLE OF JORIS HOEFNAGEL (ANTWERP 1542-1601 VIENNA)

Study of foxgloves
pen and black ink on vellum
5.3 x 7cm (2 1/16 x 2 3/4in).

£1,000 - 1,500
€1,200 - 1,700

Provenance

Yvonne French, London (1901-1989)
Sven Gahlin, London



224



225

224

ATTRIBUTED TO GIACOMO TORELLI (FANO 1604-1678)

A stage design with ships in the roads of Patara
 black chalk, pen and brown ink on paper
 23 x 37.8cm (9 1/16 x 14 7/8in).
 together with 11 drawings and prints by various hands, all unframed (12)

£1,000 - 1,500
€1,200 - 1,700

Provenance

Henri Baderou, Paris, 1965
 Lodewijk Houthakker, Amsterdam
 With Hazlitt, Gooden and Fox, London
 Sven Gahlin, London

Exhibited

's Hertogenbosch, Amsterdam, 1976, no. 3

Literature

P. Fuhring, *Design into Art, Drawings for Architecture and Ornament, The Lodewijk Houthakker Collection*, London, 1989, vol. III, p. 577, no. 866

225

BOLOGNESE SCHOOL, 18TH CENTURY

Stage designs with an encampment
 numbered 'G.2' and bears inscription by Gasc to 'Gillot (Claude) fils de Gillot le Vieux, né a Langres en 1673, mort en 1722./ Elève de son père et de J.S. Corneille./ Dessin acheté 12f 50 à Paris le 29 Février 1860/ h=0M 184 L=Om, 283/ c Gasc on verso
 18.2 x 28.2cm (7 3/16 x 11 1/8in).
 together with 13 works by various hands, all unframed (14)

£1,000 - 1,500
€1,200 - 1,700

Provenance

C. Gasc (Frits Lugt 1068)
 Sven Gahlin, London



226



227

226

BIBIENA FAMILY (ACTIVE ITALY, 17TH/ 18TH CENTURIES)

A palace with a moat and bridge bears no. '195' (lower right) black chalk, pen and brown ink and grey wash on paper 35.1 x 46.1cm (13 13/16 x 18 1/8in). together with 6 framed drawings by or attributed to Jean-Michel Moreau, Ubaldo Gandolfi, Francois Giradon, Giuseppe Valeriani and Filippo Juvarra (7)

£1,000 - 1,500
€1,200 - 1,700

Provenance

Sale, Sotheby's, London, 5 July 2006, lot 172, where purchased by Sven Gahlin, London

The present work is possibly by Ferdinando Galli di Bibiena (1657-1743) or Francesco Galli di Bibiena (1659-1739).

227

ATTRIBUTED TO GIUSEPPE GALLI BIBIENA (PARMA 1696-1756 BERLIN)

A design for a wooden bridge in a landscape with soldiers black chalk, pen and brown ink and wash on paper 29.9 x 38.2cm (11 3/4 x 15 1/16in). together with 7 drawings by various hands, all unframed (8)

£1,000 - 1,500
€1,200 - 1,700

Provenance

Sale, Sotheby's, London, 25 June 1970, lot 201, where purchased by Dr. L. Rheinhardt
Sven Gahlin, London



228

NORBERT BITTNER (VIENNA 1786-1851)

A stage design with the entrance gate of a castle pen and brown ink, heightened with white on calque paper prepared with brown wash

42.1 x 55.2cm (16 9/16 x 21 3/4in).

together with a group of unframed architectural drawings and prints by various hands, all unframed (quantity)

£1,000 - 1,500
€1,200 - 1,700

Provenance

Michael Mayr, Vienna (1796-1870), and thence by descent to Mariane Fajt, Eisenstadt, Austria, 1939
Janos Scholz, New York
With Seiferheld Gallery, New York
Yvonne French, London (1901-1989)
Sven Gahlin, London, acquired in 2001

Exhibited

XVIII and XIX Stage Designs from the Mayr-Fajt Collection, New York, Seiferheld Gallery, April 1962, Michigan, University of Michigan, Summer 1962, and Princeton, Princeton University, October 1962, cat. no. 6

Literature

M. Mayr and J. Scholz, *XVIII and XIX Stage Designs from the Mayr-Fajt Collection*, New York, 1962, cat. no. 6

The present work can be dated to circa 1820.



229

OTHER PROPERTIES

229

**AFTER JACOB PHILIPPE HACKERT,
CIRCA 1800**

The return of the fleet from Algeria to the Bay of Naples

gouache on laid paper

56.5 x 84.5cm (22 1/4 x 33 1/4in).

£4,000 - 6,000

€4,700 - 7,000

Hackert's original oil painting showing the return of the fleet to Naples on 1 September 1784 forms part of the large group of his works in the collection of the Reggia di Caserta near Naples. The artist of the present work has changed the disposition of some of the boats and figures but the most significant difference between the original painting and this version is that the profile of Vesuvius has changed: the gouache shows the cone broken off on the right-hand side, the result of a dramatic eruption which occurred in 1794, indicating that this copy must have been made after that date.



230

230

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

Two putti

coloured chalks on laid paper

22.7 x 31cm (8 15/16 x 12 3/16in).

£4,000 - 6,000

€4,700 - 7,000

Provenance

Private Collection, The Netherlands, for at least 30 years

The present work can be compared to a signed work offered at Sotheby's, Amsterdam on 14 November 2006, lot 158.

231

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

Flora

coloured chalks on paper

24 x 20.5cm (9 7/16 x 8 1/16in).

£2,000 - 3,000

€2,300 - 3,500

A similar work by Cipriani was offered at Christie's, Paris on 21 November 2007, lot 37.



231

232

WILLIAM HOARE (NEAR EYE, SUFFOLK 1707-1792 BATH)

Portrait of Eleanor Corbet, bust-length, in a white dress and blue wrap with a floral garland
 pastel
 66 x 50.6cm (26 x 19 15/16in).
 together with an English School, 18th Century, Portrait of a gentleman, possibly the sitter's son (2)

£2,500 - 3,500

€2,900 - 4,100

Provenance

The sitter and thence by descent through the family until sold by Thomas Dicken Browne (1802-1871) of Old Hall, Wern (according to a 19th century label on the reverse)

Eleanor (1705-1766), daughter of Roger Corbet of Leigh, Shrewsbury, married Rupert Browne of Bentley Old Hall, Shropshire. It is quite likely that the male companion portrait in the present lot depicts their son, Rupert (?1727-1785).

233

NICOLAS TOUSSAINT CHARLET (PARIS 1792-1845)

A warrior on horseback
 signed 'Charlet' (lower left)
 pen and brown ink and wash with touches of pink wash, heightened with white, on paper
 41.1 x 33.1cm (16 3/16 x 13 1/16in).

£1,000 - 1,500

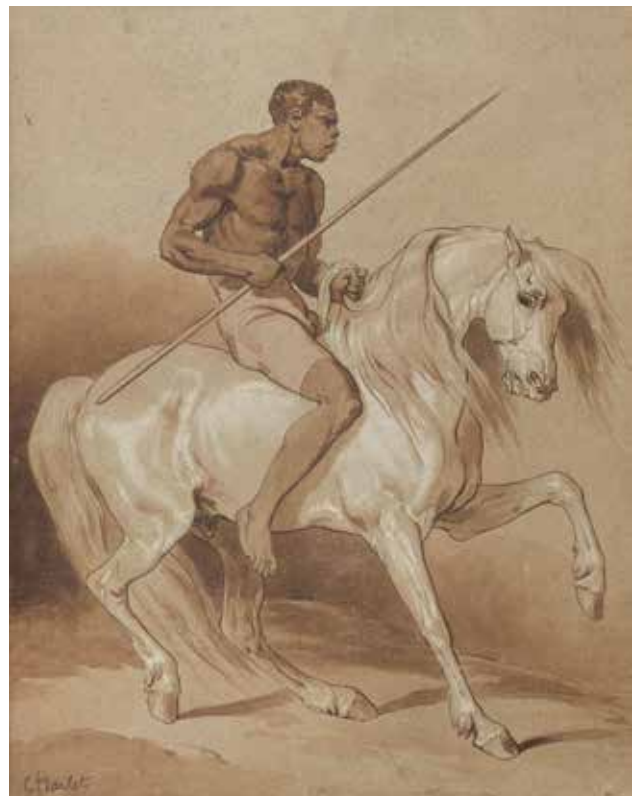
€1,200 - 1,700

Provenance

The Collection of Sir Gawaine and Lady Baillie, UK



232



233



234



236



235

234

ALESSANDRO D'ANNA (PALERMO 1746-1810 NAPLES)

Figures on a quayside with a dog
signed and dated 'Alessandro d'anna dipto/ *782' (on step, lower left)
gouache on paper
26.3 x 19.7cm (10 3/8 x 7 3/4in).

£1,000 - 1,500

€1,200 - 1,700

235

ITALIAN SCHOOL, 17TH CENTURY

The Holy Family
gouache on paper
25.1 x 18.7cm (9 7/8 x 7 3/8in).
unframed

£2,000 - 3,000

€2,300 - 3,500

236

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).

£4,000 - 6,000

€4,700 - 7,000

Provenance

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



237 *

ITALIAN SCHOOL, 19TH CENTURY

The Aldobrandini Wedding; and Deianeira and the Centaur (?)
 a pair, gouache on laid paper
 the former 37 x 71cm (14 9/16 x 27 15/16in).
 and the latter 37 x 74 cm (14 9/16 x 29 1/8
 in) (2)

£4,000 - 6,000
 €4,700 - 7,000

The former is after a Roman fresco in the Vatican.

238

MANNER OF GIOVANNA GARZONI, 20TH CENTURY

Figs on a table-top with a butterfly and bee
 gouache on vellum laid down on panel
 16.1 x 24.7cm (6 5/16 x 9 3/4in).

£1,000 - 1,500
 €1,200 - 1,700

Provenance

Sale, Phillips, Bayswater, 10 June 2001, lot 319



237



238



239

239

THOMAS ROWLANDSON (LONDON 1756-1827)

The Fishing Party
bears signature 'T Rowlandson' (lower right)
pen, ink and watercolour on paper
22.6 x 26.7cm (8 7/8 x 10 1/2in).

£1,000 - 1,500

€1,200 - 1,700

Provenance

With Richard Ivor, London (according to a label on the reverse)

240 †

JOSEPH MALLORD WILLIAM TURNER RA (LONDON 1775-1851)

Buildings on a wooden quayside
blue-grey wash over pencil on wove paper
22 x 12.2cm (8 11/16 x 4 13/16in).

£3,000 - 5,000

€3,500 - 5,800

Provenance

With Squire Gallery, London
Private Collection, UK (acquired from the above 9 May 1946)
Property of a Charitable Trust, UK

This drawing dates from the 1790s when Turner, together with his contemporary Thomas Girtin, produced many such blue and grey wash studies in the studio of the patron, Dr Monro (1759-1833).



240



241

JOHN SELL COTMAN (NORWICH 1782-1842 LONDON)

Rouen

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

£3,000 - 5,000

€3,500 - 5,800

Provenance

The Collection of Mrs. Haldimand (as part of an album, formed in 1826, with assistance from the artist George Fennel Robson)
Her estate sale, Christie's, London, 21 June 1861, lot 80, as 'the celebrated album of drawings by all the most celebrated painters living in the year 1826', where purchased by
With Agnew's, London

With Vokins, Gallery, London, where reacquired by
The Haldimand Collection, by whom sold
Sale, Christie's, London, 18 March 1980, lot 216
Sale, Christie's, London, 9 July 2009, lot 648

Exhibited

London, Vokins Gallery, 1883
London, Dulwich Picture Gallery, *Cotman in Normandy*, 10 October
2012- 13 January 2013, cat. no. 35

Literature

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



242



243

242

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

Floods at Otmoor
signed 'W.Turner' (lower right)
watercolour on paper
20.6 x 37.2cm (8 1/8 x 14 5/8in).

£2,500 - 3,500

€2,900 - 4,100

Provenance

With The Fine Art Society, London, April 1957 (according to a label on the reverse)
Private Collection, UK for at least 30 years

243

JOSHUA CRISTALL (CAMBORNE 1767-1847 LONDON)

A country girl seated by a river holding a jug
signed and dated 'J Cristall 1824' (lower left)
watercolour
25.2 x 20.4cm (9 15/16 x 8 1/16in).
in an album of watercolours and drawings by other hands including Henry Bright, Sophia Daniell, Paul Sandby Munn and a watercolour of George Lamb by his mother Lady Caroline Lamb

£1,500 - 2,000

€1,700 - 2,300

244

**PETER DE WINT OWS (STAFFORDSHIRE
1784-1849 LONDON)**

Windsor and Eton
watercolour with scratching out on wove
paper
15.5 x 44.5cm (6 1/8 x 17 1/2in).

£2,000 - 3,000
€2,300 - 3,500

Provenance

With Thomas Agnew & Son, London
Private Collection, UK
Sale, Bonhams, London, 23 September
2008, lot 65, where purchased by the father
of the present owner

245

**PETER DE WINT OWS (STAFFORDSHIRE
1784-1849 LONDON)**

Bolton Abbey
watercolour on wove paper
21.5 x 53.5cm (8 7/16 x 21 1/16in).

£1,000 - 1,500
€1,200 - 1,700

Provenance

Marquess of Northampton, Piccadilly Terrace
(purchased from the OWS exhibition for 35
guineas)
Private Collection, UK
Sale, Bonhams, London, 18 September
2007, lot 59, where purchased by the
present owner's father

Exhibited

London, Old Watercolour Society, 1839, no. 47

**THE COLLECTION OF
DR. & MRS W. KATZ**

LOTS 246-249

246

**GEORGE ROMNEY (BECKSIDE 1734-
1802 KENDAL)**

Study for John Howard visiting the Lazaretto
pencil on paper
11 x 18cm (4 5/16 x 7 1/16in).

£1,000 - 1,500
€1,200 - 1,700

We are grateful to Alex Kidson for suggesting
a date of 1793-4 for this drawing.



244



245



246



THE COLLECTION OF DR. & MRS W. KATZ

LOTS 246-249

247

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

The boat house at Flatford: a study for 'The White Horse'
pencil on paper
18.3 x 27.7cm (7 3/16 x 10 7/8in).

£7,000 - 10,000

€8,200 - 12,000

Provenance

With Leggatt, London, where purchased by the late Dr. and Mrs W Katz, and thence by descent

Exhibited

New York, Salander-O'Reilly Galleries, *John Constable, R.A. (1776-1837): an exhibition: paintings, drawings, watercolors, mezzotints*, 9 May- 25 June 1988, cat. no. 67

Literature

G. Reynolds, *John Constable, R.A. (1776-1837): an exhibition: paintings, drawings, watercolors, mezzotints* exh. cat., New York, 1988, p.128, cat. no. 67

G. Reynolds, *The Later Paintings and Drawings of John Constable*, New Haven and London, 1996, pp. 30-31, cat. no. 19.5, ill. pl. 72

Graham Reynolds suggests that the present pencil drawing was used by Constable when he painted the full-scale oil sketch of *The White Horse*, now in the National Gallery of Art, Washington, and also in the final version, now in The Frick Collection, New York.



248

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

Languard Fort, near Felixstowe
pencil and grey wash on laid paper
16.2 x 32cm (6 3/8 x 12 5/8in).

£6,000 - 8,000

€7,000 - 9,300

Provenance

With Leggatt, London, where purchased by the late Dr and Mrs W Katz in 1943, and thence by descent

Exhibited

Tate, London, *Constable Paintings, Watercolours & Drawings*, 1976, cat. no. 37

Literature

L. Parris, I. Fleming-Williams and C. Shields, *Constable Paintings, Watercolours & Drawings*, exh. cat., London, 1976, pp. 51-2, cat. no. 37

G. Reynolds, *The Early Paintings and Drawings of John Constable*, New Haven and London, 1996, p. 52, cat. no. 03.57, ill. pl. 211

Similarities can be seen in the Victoria and Albert Museum's watercolour of *View over the Thames and Medway*, from Constable's trip along the Kent coast in 1803. However, the present view must be near Felixstowe as Walton Tower is just visible in the distance.



249

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

Storm clouds: two studies on one sheet (*recto*)
 a preliminary draft, in the artist's hand, of the proposed text for the
 mezzotint of *Spring* (*verso*)
 pen and ink on paper
 31.6 x 18.2cm (12 7/16 x 7 3/16in).

£6,000 - 8,000

€7,000 - 9,300

Provenance

Alfred Lucas, brother of David Lucas, from whom purchased by
 E.E. Leggatt
 R.B. Beckett Collection, UK, by 1956, from whom acquired by the
 late Dr and Mrs W Katz in 1965, and thence by descent

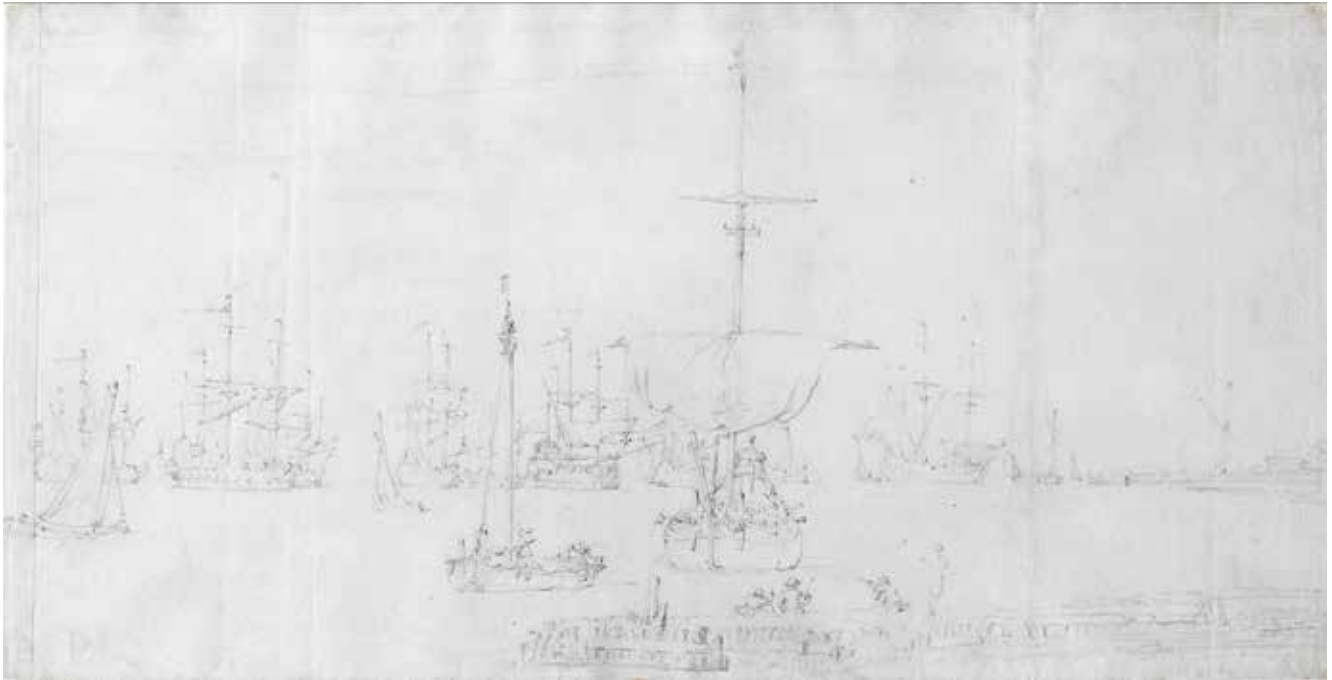
Exhibited

Manchester, City of Manchester Art Gallery, *John Constable 1776-1837*, 1956, cat. no. 138
 New York, Salander-O'Reilly Galleries, *John Constable, R.A. (1776-1837): an exhibition: paintings, drawings, watercolors, mezzotints*, 9 May- 25 June 1988, cat. no. 75

Literature

R.B. Beckett, *John Constable 1776-1837* exh. cat., Manchester, 1956, p. 43, cat. no. 138
 R.B. Beckett, *John Constable's Discourses*, Suffolk, 1970, pp. 14-16
 C.S. Rhyne, 'Constable Sketchbooks in the Louvre' in *Master Drawings*, vol. 22, no.1, 1984, p. 73, 77 under note 12, ill., fig. 6, p74
 G. Reynolds, *John Constable, R.A. (1776-1837): an exhibition: paintings, drawings, watercolors, mezzotints* exh. cat., New York, 1988, p. 136 cat. no. 75
 G. Reynolds, *The Later Paintings and Drawings of John Constable*, pp. 254-255, cat. no. 33.48, ill. pl. 904

The reverse of the present sheet is inscribed with a preliminary draft, in the artist's hand, of the proposed text for the mezzotint of *Spring*, which was to be included in *English Landscape Scenery*. Constable first discussed including explanations of each mezzotint in 1832 in a letter to David Lucas, with further talk of the matter in January 1834 in a letter to Leslie, in which he wrote 'I have been busy making a fly leaf to each of my prints... Many can read print & cannot read mezzotint' (for further discussion, see: R.B. Beckett, *Constable's Discourse*, Suffolk, 1970, p. 3). The second edition of *English Landscape Scenery* was published in 1833 without explanatory texts, and therefore a date is proposed of circa 1832-1834 for the present sheet.



OTHER PROPERTY

250

**WILLEM VAN DE VELDE THE ELDER (LEIDEN 1611-1693
LONDON)**

Dutch ships off the coast

pencil on three attached sheets, one watermarked IHS with a cross
28.1 x 54.8cm (11 1/16 x 21 9/16in).

£8,000 - 12,000

€9,300 - 14,000

Provenance

Sale, Christie's, London, 11 December 1979, lot 308

With Rob Kattenburg, Amsterdam, where purchased by the present
owner in 2012

It has been suggested that the present work depicts the Dutch
merchant fleet waiting off the coast of Texel in 1653.

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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* on each *Lot* purchased:

27.5% up to £2,500 of the *Hammer Price*
25% of the *Hammer Price* above £2,500 and up to £300,000
20% of the *Hammer Price* above £300,000 and up to £3,000,000
13.9% of the *Hammer Price* above £3,000,000

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 Accounts* 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: 25663009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25663009

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

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

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

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

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

Lots marked with a 'SS8' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	9.3 Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1 If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):		9.3.1 the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1 to terminate this agreement immediately for your breach of contract;	7.4	9.3.2 it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2 to retain possession of the <i>Lot</i> ;		
7.1.3 to remove, and/or store the <i>Lot</i> at your expense;	8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4 You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1	9.5 If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.1	9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.6 to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.2	9.7 If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.7 to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.3	9.8 Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.4	
7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2	10 OUR LIABILITY
7.1.10 on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.1	10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.11 refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2.2	10.2 Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.2 You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9	10.2.1 handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
	9 FORGERIES	10.2.2 changes in atmospheric pressure; nor will we be liable for:
	9.1	10.2.3 damage to tension stringed musical instruments; or
	9.2	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	
	9.2.2	
	9.2.3	

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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• Indicates independent contractor

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