Bonhams

Old Master Paintings

New Bond Street, London | 5 July 2023

Old Master Paintings

New Bond Street, London | Wednesday, 5 July at 2pm

BONHAMS

101 New Bond Street
London W1S 1SR
bonhams.com

SALE NUMBER

28250
Lots 1 - 82

ILLUSTRATIONS

Front Cover: lot 73 (detail)
Inside Front Cover: lot 43
Inside Back Cover: lot 16 (detail)
Back Cover: lot 2

VIEWING

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

Bonhams are proud sponsors of the Wallace Collection

THE WALLACE COLLECTION

Current Exhibition:
Portraits of Dogs: From Gainsborough to Hockney
29 March – 15 October 2023

Bonhams 1793 Limited
Registered No. 4326560
Registered Office: Montpelier Galleries
Montpelier Street, London SW7 1HH

+44 (0) 20 7393 3900

ENQUIRIES

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

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

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

Rosalind Spence
+44 (0) 20 7393 3917
rosalind.spence@bonhams.com

Administrator
Emma McKean
+44 (0) 20 7468 8307
emma.mckean@bonhams.com

Consultants
Brian Koetser
Andrew McKenzie

BIDS

Bid online/APP
New to Bonhams?
To be able to place bids, you **must** have an active **bonhams** account.

Bid online/VIA OUR APP
Register to bid online by visiting
www.bonhams.com/28250
Bid through the app.
Download now for android and iOS.

You will be required to provide a valid credit card in your name which must be verified before you are able to place bids. If you are placing bids on behalf of a company, please ensure you indicate this when registering. We reserve the right to request further information from you (including your government issued ID) where you are the successful bidder, in particular in relation to any lot where the purchase price is over £5000. Please note all successful corporate bidders will be required to provide additional information.

Bid by telephone/absentee bid
We require a completed Bidder Registration Form returned by email to bids@bonhams.com The Bidder Registration Form can be found at the back of every catalogue and on our website at www.bonhams.com. If you already have an account with Bonhams, please indicate this on the form.
If you are new to Bonhams, please also send us your government issued ID plus proof of address. Corporate entities must provide a copy of their Certificate of Incorporation, a letter confirming authority to act plus ID of the person acting on behalf of the company, and written confirmation of the company's UBOs owning 25% or more in that company.
Please note we cannot guarantee bids within 24 hours of the sale. Bidding by telephone will only be accepted on a lot with a lower estimate in excess of £1,000.

Bid in person
You can collect a paddle at our Registration Desk by completing our Bidder Registration Form. If you already have an account, please state your client number if known. If new to Bonhams, you will be required to provide your government issued ID and proof of address. Corporate entities will be required to provide the documentation listed above.

For all other enquiries, contact our Client Services department on:
+44 (0) 207 447 7447 or
bids@bonhams.com

Please see back of catalogue for important notice to bidders

To submit a claim for refund of VAT, HMRC require lots to be exported from the UK within strict deadlines. For lots on which Import VAT has been charged (marked in the catalogue with a * or Ω) lots must be exported within 30 days of Bonhams' receipt of payment and within 3 months of the sale date. For all other lots export must take place within 3 months of the sale date.

Please note that from 19 January 2022, items containing ivory cannot be imported into the EU. The import of ivory into the USA is already prohibited.

LONDON ART WEEK

AEO
UK Authorised Economic Operator

Sale Information

BIDS
+44 (0) 20 7447 7447
To bid via the internet please visit
www.bonhams.com

PAYMENTS
Buyers
+44 (0) 20 7447 7447

Sellers
Payment of sale proceeds
+44 (0) 20 7447 7447

VALUATIONS,
TAXATION & HERITAGE
+44 (0) 20 7468 8340
valuations@bonhams.com

SHIPPING
For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on
+44 (0) 1582 493 099
enquiries@albanshipping.co.uk
Or The Packengers Ltd on
+44 (0) 203 154 4360
hellolondon@thepackengers.com

BUYERS COLLECTION & STORAGE AFTER SALE LOTS MARKED TP

All sold lots marked TP will be removed to Cadogan Tate, 241 Acton Lane, London, NW10 7NP on Thursday 13 July 2023 & will be available for collection from 12pm Friday 14 July 2023 and then every working day between 9.30am and 4.30pm by appointment only.

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

To arrange a collection time please send a booking email to collections@cadogantate.com or telephone call to +44 (0) 800 988 6100 to unsure lots are ready at time of collection.

STORAGE AND HANDLING CHARGES ON SOLD LOTS RETURNED TO CADOGAN TATE

Storage
Storage will be free of charge from & including the sale date Wednesday 5 July 2023.
Charges will apply from 9am Wednesday 26 July 2023

Storage Charges
Large Pictures &
Large Objects:
£7.00 per day + VAT

(Please note that charges apply every day including weekend & public holidays)

Handling
After the first 14 calendar days following the sale, the following handling charges apply:
£46.00 +VAT per lot for Large Pictures & Large Objects

Loss and Damage
Extended Liability cover for the value of the Hammer Price will be charged at 0.6% but will not exceed the total value of all other transfer and storage charges.

(Please note: Charges apply every day including weekends and Public Holidays).

VAT
The following symbols are used to denote that VAT is due on the hammer price and buyer's premium.

† VAT 20% on hammer price and buyer's premium

***** VAT on imported items at a preferential rate of 5% on hammer price and the prevailing rate on buyer's premium

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

Payment
All charges due to Cadogan Tate must be paid by the time of collection from their warehouse.

Payment in Advance
(Telephone to ascertain amount due) by: cash, credit or debit card

Payment at time of collection by:
Cash, credit or debit card

POST BREXIT NOTICE FOR EU BUYERS SHIPPING PURCHASED LOTS OUTSIDE THE UK
Please note that as of 1 January 2021 for Margin Scheme and Imported Lots VAT on the Buyer's Premium will be refunded by Bonhams on valid proof of export of your Lot from the UK within 90 days of full payment of your invoice.

What else has changed since 1 January 2021 for EU Buyers? If you buy a Lot in this sale and intend to ship the Lot outside the UK, you will need to pay local Import Tax when you bring your Lot into the country of destination.

What do the Star (*) and Omega (Ω) symbols mean ? If you buy in this sale you will pay import VAT of 5% (* symbol) or 20% (Ω symbol) on the Hammer Price. As of 1 January 2021, for EU buyers shipping purchased Lots outside the UK, this tax will be refunded by Bonhams on valid proof of export of your Lot from the UK within 30 days of full payment of your invoice.

1
CORNELIS JONSON VAN CEULEN I
(LONDON CIRCA 1593-1661 UTRECHT)
Portrait of a lady, said to be Lady Sidley, in a black dress slashed to reveal white, within a painted stone oval
remains of initials and date ‘C J/ ***’ (lower right)
bears early inscription ‘*ady Sidley/ *ainted by/ *anSsn.1624.’ (on reverse)
oil on panel
76.2 x 60.8cm (30 x 23 15/16in).

£8,000 - 12,000
€9,300 - 14,000
US$10,000 - 15,000

Provenance
The Collection of Pryse Loveden, Buscot Park, Oxfordshire
With Henry Graves & Co., London, 1859
Private Collection, UK

The identifying inscription on the reverse suggests that the present portrait depicts a Lady Sidley. In his notes on the work in 1859, Sir George Scharf suggests that she may be identified as Elizabeth Savile (born circa 1595) who married Sir John Sedley, 2nd Bart. (1597-1638) in 1613. He also notes that the work was dated 1624, as is confirmed by the early inscription on the reverse of the panel.

We are grateful to Prof. Karen Hearn for her assistance in cataloguing this lot.

2

WENCESLAUS HOLLAR (PRAGUE 1607-1677 LONDON)
View of Strasbourg from the north east
inscribed 'Strasburg' [sic] (upper centre)
pen and ink with traces of graphite on paper
4.3 x 27.8cm (1 11/16 x 10 15/16in).

£6,000 - 8,000
€7,000 - 9,300
US$7,500 - 10,000

Provenance
Collection of Henry R.M. Howard (L. 1318)
Collection of Francis Springell, before 1963
His sale, Sotheby's, London, 30 June 1986, lot 5
Collection of Dr Alfred Scharf (1900-1965) and thence by descent to the present owner

Exhibited
Manchester, Manchester City Art Gallery, *Wenceslaus Hollar, 1607-1677: drawings, paintings, and etchings under revision*, 25 September - 17 November 1963, cat. no. D.8

Literature
F. Sprinzels, *Hollar*, Vienna, 1938, p. 74, cat. no. 117 (with measurements reversed), ill., pl. 55, fig. 280
V. Denkstein, *Hollar drawings*, London, 1979, p.33, fig. 13
A. Volrábová, *Wenceslaus Hollar (1606-1677) Drawings, A Catalogue Raisonné*, Prague, 2017, under A.III. Appendix - Missing Drawings, p. 431, no. A.III/13

Early in his professional life Hollar left his home city of Prague for Germany, the first of several countries he was to visit before finally settling in London as a result of meeting the Earl of Arundel during his travels. After two years in Stuttgart he arrived in Strasbourg in 1629 where he worked for Jacob van der Heyden's publishing house.

The year he spent in Strasbourg was particularly productive and he made a number of landscape studies in and around the city. The present work is thought to be the earliest of his panoramic views and is very unusual in not having been developed into a more finished drawing or a recorded print.

There is a remarkable fluency in the way Hollar has sketched the walled city - an avenue of trees, for instance, is described by a continuous looping pen line that indicates a sketch made on the spot and at speed. It also shows he was already remarkably assured in his ability to create a sense of recession in such a small and economic drawing. Close inspection shows a series of very faint graphite lines radiating out from a pin hole in the sky to the left of the spire of the cathedral church of Notre Dame, which Hollar would have used as a guide to the perspective.

Hollar was from a well-to-do Prague family and his father was knighted by Emperor Rudolf II. One might speculate that as the son of a court official he may have been familiar with paintings in Rudolph's remarkable collection, such as those by the Brueghels, Paul Brill, Adam Elsheimer, Joris and Jacob Hoefnagel and Roelant Savery. His early prints show the influence of the court engraver Aegidius Sadeler as well as Dürer's landscape etchings.

One of the 20th century owners of this drawing, Henry Howard, was a print collector whose particular area of interest was Hollar, and he assisted the Royal Librarian of the day, Sir Owen Morshead, in cataloguing the Hollar drawings at Windsor. Dr. Alfred Scharf was to acquire the drawing at a later point; he was an art historian, collector and art dealer who emigrated from Berlin to London in 1933, and he remained there for the rest of his life.

3 *

GERMAN SCHOOL, 17TH CENTURY

Study of a juvenile hooded vulture (*Necrosyrtes monachus*)
inscribed 'Nogel Gain' (upper centre)
pen and ink and watercolour, heightened with white on paper, watermark armorial
31.9 x 24.4cm (12 9/16 x 9 5/8in).
unframed

£5,000 - 7,000
€5,800 - 8,200
US$6,200 - 8,700

4 *

FOLLOWER OF PIETER COECKE VAN AELST
(AELST 1502-1550 BRUSSELS)

The Adoration of the Magi
oil on panel, extended by 6cm along the upper edge, with both corners made up
87.6 x 67.2cm (34 1/2 x 26 7/16in).

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

Provenance
Private Collection, Australia, for at least 100 years

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.

5 *

WORKSHOP OF JOOS VAN CLEVE
(CLEVE CIRCA 1485-CIRCA 1540 ANTWERP)
The Madonna and Child
oil on panel
25.4 x 18.6cm (10 x 7 5/16in).

£8,000 - 12,000
€9,300 - 14,000
US$10,000 - 15,000

Provenance
Private Collection, France

The present work is derived from Joos van Cleve's original, which has a gold background, now in a private collection, Europe. It was clearly a popular composition as attested to by the numerous versions produced by the artist's workshop. Almost all of these copies were the same size as the original which suggests that they were used for private devotion (see: J.O. Hand, *Joos van Cleve The Complete Paintings*, New Haven and London, 2004, pp. 115-116, cat. no. 6).

6
WORKSHOP OF FILIPPINO LIPPI
(PRATO 1457-1504 FLORENCE)
The Crucifixion
oil and gold on panel
40.7 x 30.4cm (16 x 11 15/16in).

£20,000 - 30,000
€23,000 - 35,000
US$25,000 - 37,000

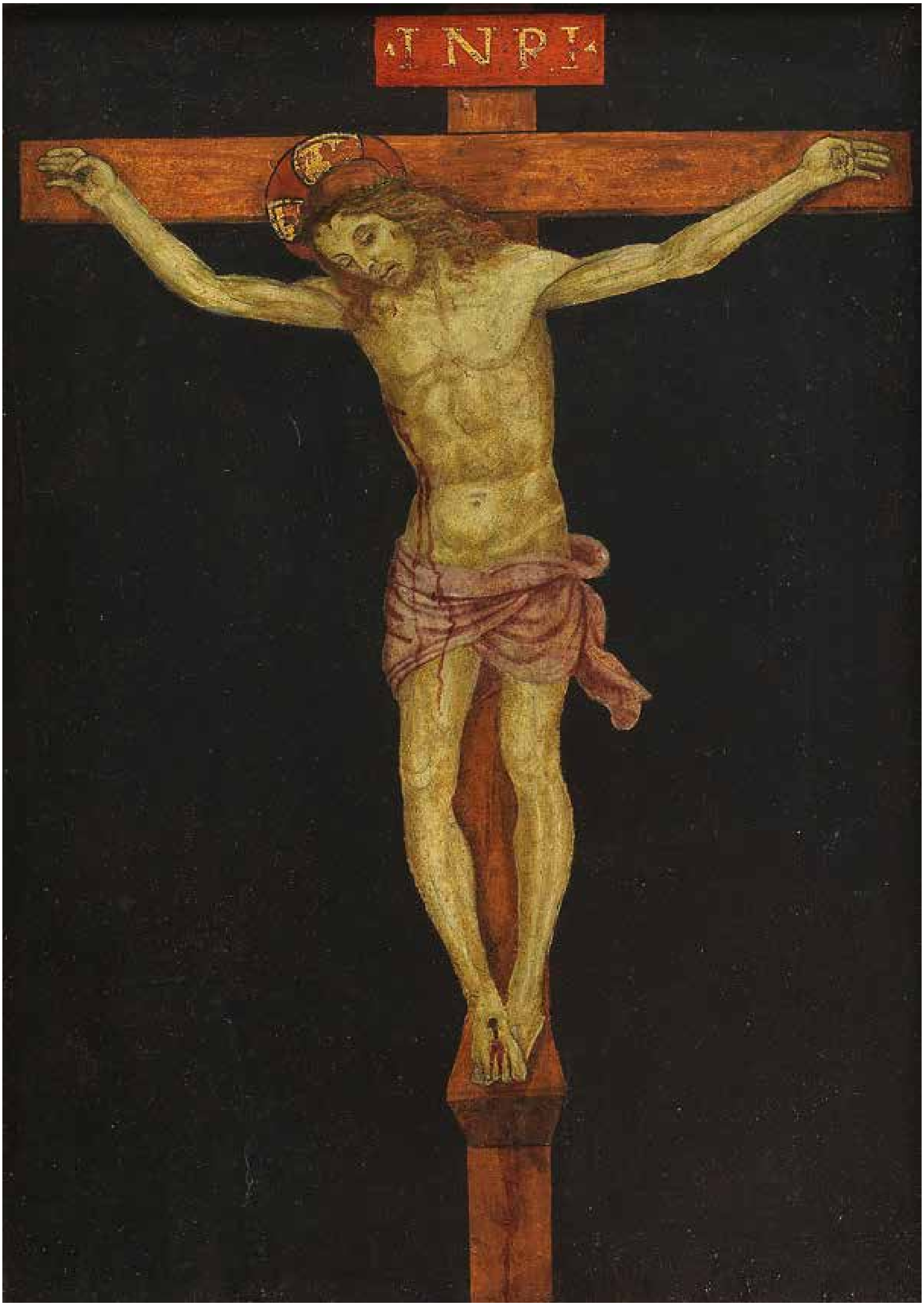
Provenance
Collection Eugen Miller Von Aicholz, (1835-1919), Vienna
Collection Camillo Castiglioni, (1879-1957), Vienna
Their sale, Hermann Ball and Paul Graupe, Berlin, 28 November 1930, lot 3, where purchased by
Dr Alfred Scharf (1900-1965), by whom sold
Art market, London, 1934
With Colnaghi, London, 1951-2
Sale, Sotheby's, London, 24 February 1971, lot 71, where purchased by Collection of Mrs Alfred Scharf and thence by descent to the present owner

Literature
B Berenson, *The Florentine Painters of the Renaissance*, New York and London, 1909, p.149
A Venturi, *Storia dell' Arte Italiana,*, Milan, 1911, vol. VII, part 1, p.677
R van Marle, *The Development of the Italian Schools of Painting*, XII, The Hague, 1931, p.360
A. Scharf, *Filippino Lippi*, Vienna, 1935, pp.57, 107, no. 27a, ill., fig. 94
K. Neilson, *Filippino Lippi: A Critical Study*, Cambridge, Mass., 1938, p. 149 (as attributed to)
A. Scharf, *Filippino Lippi*, Vienna, 1950, pp. 33, 55, under no. 97
L. Berti and U. Boldini, *Filippino Lippi*, Florence, 1957, p.98, no. 6 (as attributed to)
L. Berti and U. Boldini, *Filippino Lippi*, Florence, 1991, p.235 (as attributed to)
J.K. Nelson, *The Later Works of Filippino Lippi: From His Roman Sojourn Until His Death (ca. 1489 - 1504)*, New York, PhD diss., 1992, p. 322
J.K. Nelson in P. Zambrano & J.K. Nelson, *Filippino Lippi*, Milan, 2004, p.566 note 20 and p. 599, cat. no. 55.1, ill. p. 407, fig. 328

Lippi and his studio collaborators returned to this composition more than once: two other versions exist in the collections at New Haven, Yale University Art Museum (acc. no., 1871.56) and Prato, Palazzo Pretorio Museum, all three being of similar size. The subject is derived from the central portion of Lippi's altarpiece of 1498-1500 commissioned by Niccolò Valori for the chapel that bears his family name in San Procolo, Florence which showed Christ on the cross flanked by the Virgin and Saint Francis, Saints John the Baptist and Mary Magdalen. When Tuscany was briefly annexed to France under Napoleon the altarpiece was broken up and some years later the central part was acquired by the Kaiser-Friedrich-Museum in Berlin, but was destroyed during a bombardment in 1945. Jonathan Nelson believes that these smaller Crucifixion panels that emanate from Lippi's workshop were intended as devotional works in their own right, rather than simply being smaller-scale repetitions of the Valori composition.

There is a related silverpoint drawing in the Gabinetto dei Disegni e Stampe, Palazzo degli Uffizi, Florence (inv. 159. E).

Dr Alfred Scharf was an art historian, collector and art dealer who emigrated from Berlin to London in 1933, where he remained for the rest of his life. He acquired the panel in the early part of the 20th century but sold it just after he moved to England. Some years after he died his wife came upon it again in a Sotheby's sale in 1971 and bought it back again, and it has since remained within the family.


INRI

7 *

GIACOMO FRANCIA (BOLOGNA CIRCA 1486-1557)
The Mystic Marriage of Saint Catherine
oil on panel
68.5 x 54cm (26 15/16 x 21 1/4in).

£20,000 - 30,000
€23,000 - 35,000
US$25,000 - 37,000

Provenance
Most likely purchased by the present owner's uncle in the 1940s, and thence by descent

We are grateful to Nicosetta Roio for confirming the attribution to Giacomo Francia, based on inspection of colour photographs.

Property from a Distinguished International Collector

Lots 8, 18, 38, 48, 54, 67, 72

8 TP
SCHOOL OF FERRARA, EARLY 16TH CENTURY
The Descent from the Cross
bears date '150*' (lower left)
oil on panel
88 x 116cm (34 5/8 x 45 5/8in).

£15,000 - 25,000
€17,000 - 29,000
US$19,000 - 31,000

Provenance
Sale, Sotheby's, London, 7 July 2011, lot 268 (as Property from a French private collection), where purchased by the present owner

Professor Filippo Toldini proposed an attribution to Zenone Veronese (1484-1554) at the last time of sale.

The figures in the upper half of the composition are derived from an engraving by Marcantonio Raimondi, in reverse, after a lost drawing by Raphael (see: G.B. Pezzini, *Raphael Invenit*, Rome, 1985, p. 168, ill., p. 670).

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.

OTHER PROPERTIES

9 *
FRENCH SCHOOL, 17TH CENTURY
Portrait of a man, in black costume with brown sleeves and a white ruff
oil on panel
66.2 x 50cm (26 1/16 x 19 11/16in).

£4,000 - 6,000
€4,700 - 7,000
US$5,000 - 7,500

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

10 * TP

FLEMISH SCHOOL, EARLY 17TH CENTURY

Portrait of gentleman, three-quarter-length, in armour, standing before a curtain
charged with the sitter's coat-of-arms (upper right)
oil on canvas
125.6 x 102cm (49 7/16 x 40 3/16in).

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

Provenance

The Collection of Cornelia, Countess of Craven, by whom offered
Sale, Christie's, London, 13 April 1923, lot 140 (as Sustermans)
The Collection of Thomas Ogden, by whose trustees sold
Sale, Christie's, London, 14 December 1962, lot 85
(as Sustermans, bt. Best)
Sale, Christie's, London, 22 February 1963, lot 24
as Sustermans, bt. Fuente)

The expensive armour in this portrait, which is blackened and gilded, can be compared to that in the Royal Armoury in Madrid (inv. no. A 417) which is believed to be Flemish. While such armour was often borrowed as a studio-prop by the artist, it nonetheless suggests a sitter of considerable rank and high military status. The coat-of-arms would suggest an English sitter: its emblazon (Argent, three fleur-de-lis sable within a bordure of azure and or) may indicate that he is a cadet of the Baildon family of Baildon Hall in Yorkshire (whose arms are Argent, a fess sable between three fleurs-de-lys sable). Baildon Hall is just 21 miles from Appletreewick, where the 1st Earl of Craven's family originated before he moved to London and served as a military commander in the Thirty Years' War and may account for the provenance of this portrait. For a portrait of William, later 1st Earl of Craven (of the second creation) by Thomas Beach see lot 54.

11

SIR JOSHUA REYNOLDS (PLYMPTON 1723-1792 RICHMOND)

Portrait of Richard Yeo, half-length, in a brown coat, seated at work with a medal on the table
oil on canvas
77.8 x 62.3cm (30 5/8 x 24 1/2in).

£28,000 - 35,000
€33,000 - 41,000
US$35,000 - 44,000

Provenance
With Henry Graves & Co., London
Sale, Christie's, London, 27 May 1882, lot 162
With Graves & Co., London
Sale, Christie's, London, 24 November 1894, lot 11 (sold for £9–19s.–6d. to Twickenham?)
Collection of Catholina Lambert (1834–1923), Bella Vista Castle, Paterson, New Jersey, by whom sold
Sale, American Art Association, New York, 21–24 February 1916, lot 221
With Count Vittorio Emanuele Barbaroux, Milan, circa 1950s

Literature
A. Graves and W.V. Cronin, *A History of the Works of Sir Joshua Reynolds*, London, 1899, vol. III, p. 1080
Sir W. Armstrong, *Sir Joshua Reynolds*, London, 1900, p. 237

Engraved
A.N. Sanders, 1877

Richard Yeo came to public recognition as a leading medallist and engraver of coins and gems in 1746, when he was commissioned to produce the official medal celebrating the Duke of Cumberland's victory at the Battle of Culloden. In 1749 he was appointed second engraver to the Royal Mint, during which time he made a significant contribution to the production of the new coinage under George III. Yeo went on to succeed as Chief Engraver in 1775, a position he held until his death in 1779. A number of pattern-coins and medals designed by Yeo are now in the collection of the British Museum, along with silver season tickets he designed earlier in his career for the Vauxhall Pleasure gardens, carrying images symbolising the Arts and pleasures associated with the gardens.

Yeo was actively involved with the Society of Artists from 1760, and became a director in 1765. In 1768 he resigned to become a Founder Member of the Royal Academy, and as such was one of the few early Academicians who was not a painter or sculptor. Despite this, Yeo's authority within the Royal Academy schools is suggested by the prominent placement he takes in Johann Zoffany's painting *Portraits of the Academicians of the Royal Academy* (1771-2) where he is shown checking the position of the life model with Zuccarelli. Yeo's impact on Reynolds himself is also evident in that Reynolds's ledgers reference 'yeos yellow', a lake pigment made by the medallist.

We are grateful to Dr Martin Postle for confirming the attribution to Reynolds, based on first-hand inspection of the painting, and to Prof. David Mannings for endorsing the attribution, on the basis of a photograph.

12 *

GOVAERT FLINCK (CLEVES 1615-1660 AMSTERDAM)

Portrait of Jan de Saint Gilles (1609-1664), half-length, in black
signed and dated 'G.Flinck. f/ 1645' (centre right)
oil on canvas
75.1 x 63.2cm (29 9/16 x 24 7/8in).

£40,000 - 60,000
€47,000 - 70,000
US$50,000 - 75,000

Provenance

Frings Collection, Marienfels Castle, near Remagen
Carel Coenraad Johannes de Ridder, by whom offered
His sale, Kunsthaus H. Hahn, Frankfurt, 18 February 1932, lot 130
(as a portrait of J.D. de Heem)
Collection B. Berghaus, New York, by 1965 and thence by descent to the present owner

Literature

J. von Moltke, *Govaert Flinck*, Amsterdam, 1965, p.154, cat. no. 422, ill.

Previously thought to be a portrait of the artist Jan Davidsz. de Heem (1606-1684), according to Moltke the identity of the present work was discovered through an 18th century copy by Hendrik van Velthoven, inscribed with the sitter's names and dates on the reverse (see: Moltke, *ibid*, pp.253-4, cat no. W.140 and RKD image 204243).

A portrait of the sitter's wife, Cornelia Haringh, from the same date and in the same pose, is in the Hermitage, Saint Petersburg (inv.no. 6835).

Property from the Collection of the late John R. Blewer

Lots 13-16

The following four lots are from the collection of John R. Blewer (1929 – 2015) of Plano, Texas. The paintings were collected by Mr. Blewer in the 1960s, ‘70s and ‘80s. His passion for Old Master paintings began when his business ventures led him to New York City in the late 1950s. He spent the majority of his free time researching, studying and subsequently purchasing these pieces.

13 *
LUDOLF DE JONGH (OVERSCHIE 1616-1676 HILLEGERSBERG)
A musical party
oil on canvas
65.2 x 69.3cm (25 11/16 x 27 5/16in).

£40,000 - 60,000
€47,000 - 70,000
US$50,000 - 75,000

Provenance
Collection of Baron Pallandt, Overijsel, The Netherlands
Collection of Arthur C. Tate, New York
With Schaeffer Galleries, New York, 1968 (as Jacob van Loo)
Collection of John R. Blewer, Owensboro, Kentucky, USA and thence by descent to the present owner

Literature
R.E. Fleischer and S. Reiss, ‘Attributions to Ludolf de Jongh: some old, some new’, in *The Burlington Magazine*, October 1993, vol. 135, no. 1087, pp. 669-671, ill. fig.8

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.

For many years considered to be by Jacob van Loo (Sluis 1614-1670 Paris), the present lot was recognised as a work by his near contemporary Ludolf de Jongh (Overshie 1616-1674 Hilegersberg) by Roland E. Fleischer and Stephen Reiss in their article ‘Attributions to Ludolf de Jongh: some old some new’ in the Burlington Magazine in October 1993 (see Literature).

The key to their attribution is based on two drawings: one in the Albertina, Vienna, of a standing figure playing the violin (inv. no. 8743, see fig. 1) and the other in the Palais des Beaux-Arts, Lille, of figure studies. The former is clearly a study for the central figure in the present *Musical Party*, the colourfully clad gentleman playing the violin, with the only difference being that the artist has adapted some of his clothing to suit the interior setting of the present painting. The Lille drawing shows a study of a young man holding a glass of wine with a further study, in the upper corner of the sheet, of a young woman with her head upturned. This latter figure is related to the seated young woman playing the lute, lower left, who is looking upwards towards the violin player.

In their article suggesting some new attributions to the painter, Fleischer and Reiss propose a date of around 1652 for the present *Musical Party*. By this point in his career, de Jongh was well established as a painter in the city of Rotterdam and was known for his guardroom interiors, in the vein of his master, the Delft painter Anthonie Palamedesz. (Delft 1601-1673 Amsterdam). Fleischer and Reiss believe *A Musical Party* to be approximately contemporary with his *Prodigal Son*, now known only through a drawing by Jan Verkolje (Amsterdam 1650-1693 Delft) and in the Rijksprentenkabinet.

As his native city of Rotterdam was not a major centre of art patronage, de Jongh may have been less obliged to specialise in order to meet competition and was able to turn his hand to various subjects and genres. Given his varied output, many works by de Jongh have previously been attributed to his other, more famous contemporaries, such as Pieter de Hooch (Rotterdam 1629-1684 Amsterdam), Gerard Terborch (Zwolle 1617-1681 Deventer) or Gabriel Metsu, (Leiden 1629-1667 Amsterdam), amongst others. Indeed, the two above mentioned drawings were both initially thought to be the work of de Jongh’s master, Anthonie Palamedesz. His depictions of interiors can range, for example, from the enclosed, dark, windowless rooms of soldiers, in the style of Palamedesz, to the light-filled, elegant interiors in the vein of the Delft painters of the 1660s. The present *Musical Party* tends towards the latter with its clearly defined interior space flooded with daylight from the open windows to the left, and filled with elegant, colourful figures.

fig. 1 Ludolf de Jongh, Young man making music / Albertina, Vienna

14 *
ATTRIBUTED TO FERNANDO GALLEGO Y TALLER
(SALAMANCA CIRCA 1440-1507)
The Mocking of Christ
oil on panel
84.6 x 44.2cm (33 5/16 x 17 3/8in).

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

Provenance
With Pieter de Boer, Amsterdam (as Josse Lieferinxe, according to a label on the reverse)
The Collection of John R. Blewer, Owensboro, Kentucky and thence by descent to the present owner

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.

15 *
HISPANO-FLEMISH SCHOOL, 16TH CENTURY
The Rich Man's Feast
oil on panel
51.8 x 38.2cm (20 3/8 x 15 1/16in).

£6,000 - 8,000
€7,000 - 9,300
US$7,500 - 10,000

Provenance
Sale, Christie's, New York, 6 June 1984, lot 144a
The Collection of John R. Blewer, Owensboro, Kentucky and thence by descent to the present owner

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

16 *

BARTOLOMÉ DEL CASTRO (ACTIVE PALENCIA, FIRST HALF OF 16TH CENTURY)

Scenes from the Life of Saint John the Baptist: The Baptism of Christ; John the Baptist in the wilderness; and Salome Asking Herod for the Head of Saint John the Baptist
three of a set, tempera on panel
98.7 x 60.8cm (38 7/8 x 23 15/16in).; 98.7 x 79.2cm (38 7/8 x 31 3/16in). and 99.4 x 60.8cm (39 1/8 x 23 15/16in). (3)

£60,000 - 80,000
€70,000 - 93,000
US$75,000 - 100,000

Provenance

Church of Requena de Campos, near Palencia, Spain
Art Market, Barcelona, by 1969 (see literature)
Private Collection, UK
With Schaeffer Galleries, New York
The Collection of John R. Blewer, Owensboro, Kentucky, by April 1969, and thence by descent to the present owner

Exhibited

Travelling exhibition, *Spanish Primitive Paintings of the 14th, 15th, and 16th centuries*: Santa Barbara, Museum of Art, 11 July - 6 August 1961; San Francisco, California Palace of Legion of Honour, 19 August - 17 September 1961; Pasadena, Pasadena Museum of Art, October 1961; San Diego, Museum of Art, November 1961

Literature

C.R. Post, *History of Spanish Painting*, New York, 1947, vol. IX, p. 800 (as Hispano Flemish)
C.R. Post, *History of Spanish Painting*, New York, 1950, vol. X, p. 427 (as by Bartolome del Castro)
J. Blewer, *Bartolome del Castro, circa 1500*, pp.1-11, ill., fig. 4
A. Avila, *Imagenes y simbolos en la arquitectura pintada espanola*, Barcelona, 1993, pp.247-8, 350, ill, pl. 98
I. Mateo Gómez, 'Bartolomé de Castro, formation and style', in *Boletín del Seminario de Estudios de Arte y Arqueología*, vol. 68, 2002, pp. 200, 205-6, ill, pp. 213, 218-9, figs. 15, 24-26 (as location unknown)

The present works once formed part of the retable at the Church of Requena de Campos, near Palencia, Spain, and hung in the west nave. From photographs at the Amatller Institute, Barcelona, we know that it consisted of 6 panels of similar sizes, mostly depicting scenes from the life of Saint John the Baptist, along with three smaller panels at the base (fig. 1). Chandler Post suggests, through close comparison to a few known signed works by the artist, such as the Madonna at Villoldo and a *Saint Dominic* in the Lazaro Galdiano museum, Madrid, that the author of this altarpiece is Bartolome del Castro, an artist active in the region of Palencia in the first quarter of 16th century. (Post, *ibid*, vol. X, p.427).

Little is known about del Castro's life, but it is clear that he was influenced by great artists working in the area, such Juan de Flandes (circa 1460-1519) and Pedro Berruguete (1450-1504). Jose Guidol, director of Amatller Institute, Barcelona, wrote to Schaeffer Galleries in New York 'the discovery of new paintings by [Castro], as the Retable of St John, added new material which makes his artistic personality much more appreciated... he possesses a very strong personality with surprisingly tactile values. He can be pointed to as the most revolutionary personality of the School of Palencia' (see: Blewer, *ibid*, p. 3).

The present panels show distinctive features that can be seen in other works by the artist; the treatment of faces and meticulous detail of Herod's hair in the Salome scene recalls the bearded figure of Melchior in the *Epiphany* in the Lazaro Galdiano museum, Madrid; the rendering of Christ's anatomy in our Baptism scene is reminiscent of *St. Onuphrius* in the Masaveu Collection, Madrid; and an almost identical version of *Saint John the Baptist in the Wilderness*, with the large elongated figure against a green background, was offered at Christie's, London, 22 April 1988, lot 27.

The altarpiece from Campos de Requena was dismantled and dispersed on the art market in Barcelona before 1969. A panel of Saint Peter, originally forming part of the lower section of the retable, was offered at Alcala Subastas, Barcelona, 13 December 2017, lot 261 (82 x 70cm).

fig. 1 Retable of Saint John the Baptist, Requena de Campos, Palencia/ © 2023 Institut Amatller d'Art Hispànic - im. 05700042 (foto Gudiol-39932 / ante 1926)

OTHER PROPERTIES

17
SPANISH SCHOOL, 16TH CENTURY
The Madonna and Child
oil on panel
51.5 x 38.5cm (20 1/4 x 15 3/16in).

£6,000 - 8,000
€7,000 - 9,300
US$7,500 - 10,000

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

Property from a Distinguished International Collector

Lots 8, 18, 38, 48, 54, 67, 72

18
ATTRIBUTED TO NICCOLÒ BETTI (FLORENCE CIRCA 1550-1617)
The Madonna and Child
oil on panel
63.1 x 46.2cm (24 13/16 x 18 3/16in).

£15,000 - 25,000
€17,000 - 29,000
US$19,000 - 31,000

Provenance
Sale, Sotheby's, London, 7 July 2011, lot 273 (as Florentine School, 16th Century), where purchased by the present owner

OTHER PROPERTIES

19 *
FOLLOWER OF JOHN DE CRITZ (ANTWERP 1551-1642 LONDON)
Portrait of King James I, full-length, in an interior; and Portrait of Anne of Denmark, full-length, in an interior
a pair, oil on panel
47.8 x 34.2cm (18 13/16 x 13 7/16in). (2)
the former charged with the sitter's coat-of-arms (on the reverse)

£6,000 - 8,000
€7,000 - 9,300
US$7,500 - 10,000

Provenance
Collection of G. C. Golding
His sale sold by Order of the Executors, Christie's, London, 30 March 1951, lot 18 (as Hilliard)
With Agnews, London (according to a label on the reverse)
Private Collection, UK, for at least 60 years

These pendant portraits are after a group of portraits of King James I and his wife, Queen Anne of Denmark, associated with John de Critz, Sergeant Painter to the King. They follow full-length versions of the King currently at Loseley Park and the Museo del Prado (inv. no. P001954), and of Queen Anne currently at Loseley Park and in the National Portrait Gallery, London (inv. NPG 6918).

20 *

AFTER NICHOLAS HILLIARD, CIRCA 1600

Portrait of George Clifford, 3rd Earl of Cumberland, bust-length, in armour

bears inscription and date 'George Clifford Earle/ of Cumberland 1588' (centre right)

oil on canvas

73.6 x 61.7cm (29 x 24 5/16in).

£7,000 - 10,000
€8,200 - 12,000
US$8,700 - 12,000

The present portrait is a rare, early version of the portrait that is related to the composition of circa 1590 by Nicholas Hilliard, which is a full-length miniature (now in the National Maritime Museum, Greenwich; inv. no. MNT0193). An oil version, on panel, in the same bust-length format, is in the Bodleian Library in Oxford (inv. no. LP58; acquired some time between 1705 and 1759). The National Gallery in London have a 19th century copy of this same bust-length format (see: Sir R. Strong, *Tudor and Jacobean Portraits*, London, 1969, vol. I, p. 57, ill, vol. II., pl. 103). An equestrian portrait of the sitter in similar costume by Thomas Cockson is also known (British Museum, inv. no. 1849,0135.3), which is inscribed: 'AN EXPLANATION OF THE SVRPRISE OF THE TOWNE OF PVERTO RICO BY THE EARLE OF CUMBERLAND IN ANo 1598 the 15th May', and which was engraved circa 1598-99.

George Clifford, 3rd Earl of Cumberland (1558-1605) was a favourite at the court of Elizabeth I. He commanded a ship at the Armada in 1588 and fitted out ten privateering expeditions against Spain and Spanish America between 1586 and 1598, sailing personally with those of 1589, 1591, 1593, and 1598. He is depicted here in tournament fancy dress, probably as the Queen's champion, an office to which he succeeded in 1590. The armour he is wearing in the portrait still survives and is in the Metropolitan Museum in New York.

21 *
ATTRIBUTED TO SEBASTIAN VRANCX (ANTWERP 1573-1647)
Allegory of the months of March and April, with the Villa Medici
oil on panel
79 x 104cm (31 1/8 x 40 15/16in).

£100,000 - 150,000
€120,000 - 170,000
US$120,000 - 190,000

Provenance
Acquired in Rome by William Smith in 1626 on behalf of
Thomas Howard, 2nd Earl of Arundel (1585-1646), by inheritance to his wife,
Alethea Howard, Countess of Arundel (1585-1654), recorded in an inventory made after her death, in 1655, by descent to her son,
William Howard, 1st Viscount Stafford (1614-1680), Stafford House, London, by descent in the family to
Edward Howard, 9th Duke of Norfolk (1686-1777), Norfolk House, London, by descent in the family to
Sir Bernard Marmaduke Fitzalan-Howard, 16th Duke of Norfolk
(1908-1975), by whom offered
Sale, Christie's, London, 11 February 1938, probably part of lot 90 (as A. Grimmer)
with Robert Finck, Brussels, 1956 (together with the months of May/June)
Sale, Sotheby's, London, 30 November 1983, lot 65 (The Property of a Gentleman), where purchased by the present owner

Literature
'Inventory of Pictures, Drawings and Objects of Vertu Collected by Thomas and Alethea, Earl and Countess of Arundel', ms. Amsterdam, 1655, no. 130; see M. Hervey, The Life, Correspondence and Collections of Thomas Howard, Earl of Arundel, Cambridge, 1921, possibly p. 479 (as Paolo Fiamengho, 'The Four Seasons')
'Catalogue of All and Singular Pictures found in Norfolk House, St. James Sq., at the Decease of Edwd, the last Duke of Norfolk', ms. London, 11 November 1777, nos. B. 1 and B. 16 (as Joos de Momper and Jan Brueghel I)
Possibly, D. Howarth, *Lord Arundel and His Circle*, New Haven, 1985, pp. 56, note 5, p. 231, (as part of the '25 Pezzi di paesi fiamenghi di pittori moderni' shipped from Rome to London in 1626)

Engraved
Aegidius Sadeler, 1615

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.

The present work most likely formed part of the six paintings, each illustrating two consecutive months of the year, which were acquired by William Smith in Rome in 1626, on behalf of Thomas Howard, 2nd Earl of Arundel. Representing the months of March and April, it shows figures planting out in the gardens, lower left, others working on the vines, lower right, and a group of elegant figures in the foreground venturing out into the Spring air; the Villa Medici, Rome, is also depicted on top of the hill to the upper right. The artist has also beautifully managed to conjure up the Spring season of sunshine and showers by adding a rainbow, arching over the palace and surrounding gardens, in the sky, upper right.

Other works from the series of paintings are known: the months of January/February and November/December were sold at Christie's, New York, (The Collection of J. E. Safra, 25 January 2023, lot 14, as Paul Bril, sold for $253,000) and similarly depicted an early view of Rome, in the form of the Piazza del Popolo (January/February); and July/August was sold at Christie's, New York (30 January 2014, lot 208, as Circle of Paul Bril, sold for $75,000). Given the size and number of the group of panels, it is quite possible that Bril painted these works with the help of one or more of his students active in his large studio in Rome, which included young painters such as Willem van Nieulandt, Jan Brueghel the Elder and Sebastian Vrancx, the most likely author of the present panel.

The compositions for these months of the year are known through a series of engravings executed by Aegidius Sadeler in 1615 (for March and April, see fig. 1). They are all in the same sense as the known remaining paintings but with some small differences amongst some of the finer details. These prints all record Paul Bril as the inventor of the composition.

In 1598, when Sebastian Vrancx was working in his studio in Rome, Paul Bril produced a series of twelve drawings depicting the months of the year, presumably made in preparation for the series of panel paintings. The pen and ink drawing for the month of March, along with those for May, June, July and August, is now found in the Musée du Louvre, Paris (inv. no.19786, fig. 2). The composition clearly serves as a basis for the present work with numerous elements appearing in both drawing and painting such as the figure up a ladder staking trees, centre, or the hill-top *palazzo* and pergola, upper left.

The complete set of six works may well have formed part of the '25 paesi fiamenghi di pittori moderni' which Smith is recorded as shipping back to London in 1626 on behalf of the voracious collector Thomas Howard, 2nd Earl of Arundel who, at his death 20 years later, was recorded as being in possession of 700 paintings along with large collections of sculptures, books, prints, drawings, and antique jewellery. Later, in 1655, in the inventory drawn up after the death of

the Earl's wife, Alethea, the group is given to Paolo Fiamengho (see Literature). The works then remained in the Collection of the Howard family and the Dukes of Norfolk until sold at Christie's in 1938, at which point they were divided into three pairs and described as 'A. Grimmer'. The agent in Rome responsible for securing the works for Arundel, William Smith, was to come to an unfortunate end when accompanying the Earl as a trumpeter on his unsuccessful embassy to the Holy Roman Emperor Ferdinand II in Vienna in 1636.

Originating in earlier, traditional depictions of the Months of the Year in medieval and renaissance Books of Hours, the present group closely echoes that by Pieter Brueghel the Elder. Executed in 1565 for Nicolaes Jonghelinck (Kunsthistorisches Museum, Vienna; Lobkowicz Palace, Prague and Metropolitan Museum of Art, New York), each work similarly represents two months of the year.

fig.1 Aegidius Sadeler II after Paul Bril, March and April, engraving

fig. 2 Paul Bril, Le Mois de Mars: le travail de la vigne/
(c) RMN-Grand Palais (musée du Louvre) / Tony Querrec

OTHER PROPERTIES

22 *
DUTCH SCHOOL, 17TH CENTURY
Portrait of a bearded gentleman, bust-length, in a white ruff
oil on panel
54.9 x 41.5cm (21 5/8 x 16 5/16in).

£5,000 - 7,000
€5,800 - 8,200
US$6,200 - 8,700

Provenance
Probably Ragotz Collection, by whom offered
Probably Sale, Jovenau, Doornik, 5 September 1740, lot 60 (as a Portrait of Brueghel by Frans Pourbus)
Probably Collection of Baron Thompson, by whom offered
Probably Sale, Squibb, London, 21 June 1817, lot 36
Collection of A. Diez
His sale, Helbing, Munich, 14 December 1896, lot 1352 (as Pourbus the Younger)
The Collection of Kommerzienrat Stephan C. Michel, Mainz
His sale, Lepke, Berlin, 27 February 1917, lot 80 (as an unknown Flemish Master of the 17th Century), where purchased by
With Oskar Skaller for M. Pech (as Rubens)
With Kunsthandel Komter, Amsterdam
With Oskar Skaller, before February 1932
His sale, Internationales Kunst-und Auktionshaus, Berlin, 2 February 1932, lot 304 (unsold)
Probably, Collection of Max Graubard, Warsaw, 1932, by whom offered
Sale, Internationales Kunst-und Auktionshaus, Berlin, 15 May 1935, lot 383 (as Sammlung N)
Collection of Hans Langer (1916-1980), Berlin by 1 June 1935 and taken to Johannesburg and thence by descent to the present owner

Literature
H.P. Bremmer, *Beeldende Kunst*, Utrecht, 1925, vol. II, no. 304, ill.
Dr. L. Burchard, 'Jahrbuch der Preussischen Kunstsemmlungen' vol. 50, Berlin, 1929, book 4, p. 319, annotation

The present work is offered with a copy of a certificate from Dr. Ludwig Burchard (dated 26 January 1927) in which he states this is a 'characteristic work of Peter Paul Rubens'.

Note on the provenance
In the 1935 sale the vendor of lots 381-387 is denoted by the initial 'N'. Lot 386, in the same sale, a head of Christ attributed to van Dyck, was, according to Ludwig Burchard's notes, in the possession of Max Graubard in Warsaw in 1932.

Exhaustive research has failed to yield any record of this painting other than as stated in the provenance. It does not appear on any list of missing works sought for restitution, nor to the best of our knowledge could it be confused with any such work.

23
AERT ANTHONISZ. (ANTWERP CIRCA 1579-1620 AMSTERDAM)
Merchantmen and a galley off a coast
oil on panel
34.5 x 62cm (13 9/16 x 24 7/16in).

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

Provenance
Sale, Paul Brandt, Amsterdam, 27 April 1965, lot 1

24 *
ADRIAEN VAN STALBEMT (ANTWERP 1580-1662)
Elegant figures in a wooded landscape
oil on canvas
65.4 x 85.7cm (25 3/4 x 33 3/4in).

£12,000 - 18,000
€14,000 - 21,000
US$15,000 - 22,000

After reviewing high resolution photographs, in a letter to the current owner, dated 3 April 2023, Dr Klaus Ertz confirms an attribution to Adriaen van Stalbemt for the present landscape and dates it to the early 17th century when his compositions, consisting of a fore, middle and background, were modelled on those of Jan Brueghel the Elder. He further identifies features that are recognizable traits of Stalbemt's work throughout his entire career, including the sharp outlined dark 'breakoff' edge of the foreground that he refers to in his monograph, Ertz/Nitze-Ertz, *Adriaen van Stalbemt, 1580-1662, Krtisischer Katalog der Gemälde, Zeichnungen und Druckgraphik: Flämische Maler im Umkreis der Grossen Meister* vol. II, Lingen, 2018 (cat. 60), as well as the small staffage figures (ibid. cat. 19), small animals (ibid. cat 73), dead tree stumps (ibid. cat. 11), and small bridges (ibid. cat. 311). He draws particular attention to the 'typical parasitic-creepers on the mostly dead trees, which strikingly bring out the dead branches of the tree tops darkly against the bright sky.' He also explains how Stalbemt's landscapes are often a 'background foil' for representations of daily life, as we find in the present landscape, as well as of Christian, mythological and allegorical scenes. In these he rarely collaborated with colleagues to paint the staffage.

25

ANTHONIE PALAMEDESZ. (DELFT 1601-1673 AMSTERDAM)

Soldiers in a guardroom interior
indistinctly signed 'A. Pa**medesz' (lower left)
oil on panel
48.6 x 62.2cm (19 1/8 x 24 1/2in).

£5,000 - 7,000
€5,800 - 8,200
US$6,200 - 8,700

Provenance

Most probably, Lord Claud Hamilton, until the 1970s and thence by descent through the present owner's family

A comparable work, signed and dated 1647, is in the Rijksmuseum (inv.no. A3024).

26 * TP

WORKSHOP OF MARINUS VAN REYMERSWAELE (REIMERSWAAL CIRCA 1490-CIRCA 1567 GOES)

The Lawyers

oil on panel

95.1 x 116.2cm (37 7/16 x 45 3/4in).

£40,000 - 60,000
€47,000 - 70,000
US$50,000 - 75,000

Provenance

Private Collection, Australia, for at least 100 years

Two signed and dated versions of the present composition by Marinus van Reymerswaele are known: that which is dated 1542 in the Bavarian State Painting Collections, Alte Pinakothek, Munich, (inv. no. 718) and the 1545 version in the New Orleans Museum of Art (acc. no. 70.7). The present composition differs from both of these, as well as those other period copies that are known, most significantly in that the left-hand figure uses a different facial model (who curiously seems to have a halo in the present version). In the Munich and New Orleans pictures the number of letters hanging immediately behind the lawyer and his clerk differs from each other as well as the present version, as does the script on them; the script on the letters that the lawyer is holding, as well as that on the letters in the foreground in both these versions, however, appear to mirror that in the present work more closely, if not exactly. The grain on the woodwork is also different in the various versions. There is one other version (with Sotheby's, 14 April, 2011, lot 14), in which the script on the letter behind the figure on the left, for example, is closer to that in the present version. It should also be noted that the present painting includes a pentiment, by which the artist appears to have corrected the angle of the central clerk's left little-finger when compared to the New Orleans and Munich versions.

All these scenes show a lawyer with his arm and hand raised, seated at the left with a clerk, writing, in the centre, and three other men to the right with the one in front emptying a bag of money. The criticism of greed was a popular theme in 16th-century Netherlandish painting, when it was used to satirize the legal profession, mocking its avarice. Marinus's reputation in particular is based upon this type of satirical genre painting. Indeed, the documents in the background of the Munich and New Orleans paintings have been identified as referring to an actual lawsuit about a salt refinery which began in 1526 in the town of Reymerswaele on the North Sea, but was not resolved until 1538, by which time the property in dispute had been destroyed by storms. The satirical subject is thus a particularly timeless one that will strike a chord with lawyers today. Just like Charles Dickens's fictional case of Jarndyce and Jarndyce in his novel *Bleak House*, which became a byword for interminable legal disputes, Reymerswaele's subject was inspired by a real-life case.

The discovery of this new version of Marinus's *Lawyers* is particularly interesting given the light this particular subject has shed on Marinus's life. Until relatively recently what was known about the artist's life was largely based on the account by Henri Hymans in 1884, but an article by Adri Mackor for *Oud Holland* in 1995, entitled 'Marinus van Reymerswale: Painter, Lawyer and Iconoclast?' argues that the artist most likely had another profession from which he derived an income, which enabled him to develop the smooth handwriting displayed in his work and might have given him access to documents which were surely considered classified material, or at least inaccessible to the public in his day (see *Oud Holland*, vol. 109, no.4, 1995, pp. 191-200). Mackor suggests that Marinus may well have trained in academia and possibly pursued a profession in law, money or administration, explaining the absence of signed (or dated) paintings over long periods, especially after 1545, and the apparent disappearance of the painter without a trace for long periods might be explained by the appearance that he could have continued a second career in a town other than the impoverished Reymerswale. He suggests a likely timing of this move to have been after 1542, the year in which he painted the Munich *Lawyer's Office* with disguised names of Reymerswale citizens featuring in the original documents, and before 1545, when he made the New Orleans version of the same painting with the authentic names on the document. Mackor further questions the common speculation by Hyman and others that Marinus could be identified as a Protestant iconoclast in the 1560s. Perhaps the intriguing presence of a haloed figure on the left-hand side of the present composition might enable us to speculate further on the true identity of this somewhat mysterious artist?

27 *

WORKSHOP OF LUCAS CRANACH THE ELDER (KRONACH 1472-1553)

The Silver Age

oil on panel

49.1 x 37cm (19 5/16 x 14 9/16in).

unframed

£20,000 - 30,000
€23,000 - 35,000
US$25,000 - 37,000

The present work is derived from Cranach's original, now in The Pushkin State Museum of Fine Arts, Moscow (acc.no. 603).

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.

28 * TP

FOLLOWER OF PIETER BRUEGHEL THE ELDER
(CIRCA 1525-1569 BRUSSELS)
Christ and the Woman taken in Adultery
oil on panel
88.8 x 112.1cm (34 15/16 x 44 1/8in).

£15,000 - 20,000
€17,000 - 23,000
US$19,000 - 25,000

Provenance
Private Collection, Denmark, for at least 20 years

Numerous versions of the present work exist, all of which follow an original design by Pieter Brueghel the Elder, *en grisaille*, which was bequeathed to The Courtauld Gallery, London and engraved in the same sense by Petrus Perret in 1579. Versions also exist by Pieter Brueghel the Younger or his workshop, including one in the John G. Johnson Collection, Museum of Art, Philadelphia (acc.no. J423).

29

VINCENZO LEONARDI (ROME 1589-1657)

Study of a purple heron (*Ardea purpurea*)
numbered '2i' (lower left)
gouache on laid paper
46.7 x 34.8cm (18 3/8 x 13 11/16in).

£25,000 - 35,000
€29,000 - 41,000
US$31,000 - 44,000

Provenance

Cassiano dal Pozzo, and by descent to his brother
Carlo Antonio dal Pozzo, by descent to his son
Gabriele dal Pozzo, by descent to his son
Cosimo Antonio dal Pozzo, by whom sold in 1703 to
Pope Clement XI, thence by descent to
Cardinal Alessandro Albani, 1714, from whom acquired by James Adam in 1762 for
King George III
Sold from the Royal Library, Windsor, early 1920s
With Jacob Mendelson, London, where probably purchased by Professor Isaacs and gifted by him to the present owner's grandparents on their wedding in 1935

Literature

H. McBurney, *Paper Museum of Cassiano dal Pozzo, Birds, Other Animals and Natural Curiosities*, London, 2017, pp. 366-7, cat. no. 146, ill.

Few countries in Europe can claim to have contributed as much to art and science in the sixteenth and early seventeenth centuries as did Italy, and one of the people to have left an enduring legacy of his pursuit of both disciplines is the Roman intellectual Cassiano dal Pozzo. Dal Pozzo (1583-1657) had wide-ranging interests, he was secretary to the Pope's nephew, Cardinal Francesco Barberini and he played a significant part in the cultural landscape of Rome. He was patron to a number of artists including Poussin and was a friend of Galileo Galilei, as well as being a member of one of the earliest and most distinguished scientific academies in Europe, the Accademia dei Lincei. An important tenet of the academy – study from first-hand observation – was to inspire him to put together one of the most remarkable collections of natural history and archaeological paintings ever created, known as the Museo Cartaceo of Cassiano dal Pozzo. He had specimens sent to him from all over Europe and further afield, and he commissioned a legion of artists to record them in over 7,000 watercolours which were numbered and bound into volumes for his Paper Museum. Many of the hands have been identified and they include some renowned but perhaps unexpected artists who were then at the start of their careers, such as Pietro da Cortona, Pietro Testa and François du Quesnoy as well as others like Jacopo Ligozzi and Govanna Garzoni who are better known for their natural history studies. Vincenzo Leonardi, who painted the present study, worked for dal Pozzo for around twenty years.

The Paper Museum had a distinguished history, passing from dal Pozzo's family to Pope Clement XI, and from his descendants to King George III (who was actively acquiring for his library and art collection), arriving in London from Italy with the collection of Consul Smith in the summer of 1763. Around twenty years later, after the setting up of a Royal Bindery in Buckingham House, a number of the volumes were rebound and the watercolours remounted, in some cases with the loss, or partial loss, of inscriptions and original numbering: the burnt umber wash lines of the present piece date from this time.

A similar study of a juvenile crane was sold in these room, 3 December 2014, lot 10, for a hammer price of £80,000, a world record for this artist.

30 * TP

ISAAC LUTTICHUYS (LONDON 1616-1673 AMSTERDAM)
Portrait of a gentleman, three-quarter-length, in black costume, holding his gloves
bears signature and date 'I Lut/ *Anno. 1658' (upper left)
oil on canvas
121.2 x 92.2cm (47 11/16 x 36 5/16in).

£22,000 - 28,000
€26,000 - 33,000
US$27,000 - 35,000

Provenance
Collection of Lubomirski family (according to an inscription on the reverse)
Collection of Alfred Dannenberg, Brazil, from whose heirs acquired by the present owner in 2018

Although the sitter of the present portrait is unknown one can assume he was a wealthy *burgher*. He is depicted here, in a jaunty masculine pose that was very fashionable at the time, with one hand on his hip and the other to his chest in a gesture that implies honesty or genuineness. Stylistically the present work is comparable to a portrait of a gentleman, signed and dated 1657, offered at Christie's, London, 12 September 2018, lot 251 and *Portrait of Jan van Loon*, signed and dated 1659, in the Museum van Loon, Amsterdam (inv. no. L.19).

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.

31 *
HARMEN LOEDING (LEIDEN CIRCA 1637-1673)
Still life of peaches and grapes with a *roemer* on a draped ledge
indistinctly signed '*Loed*ing' (on ledge, lower left)
oil on panel
36.2 x 31.1cm (14 1/4 x 12 1/4in).

£6,000 - 8,000
€7,000 - 9,300
US$7,500 - 10,000

Provenance
Collection of Colonel Widerberg, Oslo
His deceased sale, Christie's, London, 14 March 1927, lot 9
(for 14gns to Ryan)
Sale, Sotheby's, London, 9 July 1998, lot 261 (as Property of a
gentleman) where purchased by the present owner

32

SALOMON DE BRAY (AMSTERDAM 1597-1664 HAARLEM)
Young man with a flute
signed and dated 'SD Bray 164*' (lower right)
oil on panel
67.4 x 50.4cm (26 9/16 x 19 13/16in).

£12,000 - 18,000
€14,000 - 21,000
US$15,000 - 22,000

Provenance
Beris Family, Naples, 1854 (as Rembrandt, Portrait of Henri, Duke of Gloucester and son of Charles I, as a shepherd)
Sale, Galerie Fievez, Brussels, 14 May 1928, lot 13
Private Collection, Paris until 1965
With Francois Heim, Paris and London, 1969
(according to exhibition catalogue)
Sale, Hotel Drouot, Paris, 4 June 1984, lot 4 (as dated 1641, for 68,000frs)
Sale, Christie's, Paris, 24 June 2004, lot 25, where sold after the sale
Sale, Stair Galleries, 27 April 2019, lot 476, where purchased by the present owner

Exhibited
Travelling exhibition, *Rembrandt and his pupils: a loan* exhibition *of paintings commemorating the 300th anniversary of Rembrandt*: Montreal, Museum of Fine Arts, 9 January- 23 February 1969; Toronto, Art Gallery of Ontario, 14 March- 27 April 1969, cat. no. 33

Literature
J. W. von Moltke, 'Salomon de Bray', *Marburger Jahrbuch fur Kunstwissenschaft*, vol. XI-XII, 1938-9, pp. 366-67, 388, no. 98, fig. 56 (as dated 1640)

According to Moltke, the composition and lighting are reminiscent of two works, dated 1635, in the Staatliche Kunstsammlungen, Dresden (in. no. 1377 and previously 1366, destroyed during WWII). It is possible that de Bray used the same model for the present portrait and the male portrait in Dresden.

33 *
MEINDERT HOBBEMA (AMSTERDAM 1638-1709)
A wooded landscape with water mills
signed 'Hobbema' (lower left)
oil on canvas
29 x 41.7cm (11 7/16 x 16 7/16in).

£12,000 - 18,000
€14,000 - 21,000
US$15,000 - 22,000

Provenance
Halford Baronets (according to their coat-of-arms on the reverse)
With Agnews, London (according to a fragment of a label on the reverse)

34
ATTRIBUTED TO JACOPO PALMA IL VECCHIO (SERINA CIRCA 1479-1528 VENICE)
The Madonna and Child before a landscape
oil on panel
52 x 66.8cm (20 1/2 x 26 5/16in).

£20,000 - 30,000
€23,000 - 35,000
US$25,000 - 37,000

Literature
P. Rylands, *Palma Vecchio*, New York, 1992, p. 169, under cat. no. 26

We are grateful to Prof. Peter Humfrey for his assistance in cataloguing the present work. A further version of this *Madonna and Child* can be found in the Hermitage (inv. no. 5552) which is on canvas.

The present work is typical of Palma whose output for the most part comprised *Sacre Conversazioni,* compositions of the Madonna and Child or studies of sensuous half-length female beauties. He undertook commissions for a number of churches in Venice and the Veneto but a large proportion of his paintings were produced for private clients and, like this piece, were of smaller size being domestic commissions. Little is known of his early life other than that he came from a town near Bergamo and his influences were likely to have been Bellini and Cima – certainly the device of setting his figures in a verdant landscape is something he probably took from Cima. Vasari reports that Lorenzo Lotto was a close friend and an exchange of artistic ideas between the two is apparent. By 1510 Palma was in Venice and was part of an artistic current dominated by Titian that was riding the crest of a wave. Philip Rylands dates the present work to around 1515-16, shortly after this move and the rich, vibrant tones of chartreuse green, royal blue, amber and claret red that Palma employs are typical of the palette that defines Venetian painting of the period.

35 *
WORKSHOP OF CHRISTOPH AMBERGER
(ACTIVE AUGSBURG, CIRCA 1505-CIRCA 1562)
Portrait of a merchant, half-length, in black costume
oil on canvas
59.2 x 48.2cm (23 5/16 x 19in).

£18,000 - 25,000
€21,000 - 29,000
US$22,000 - 31,000

Provenance
With Kleinberger & Co, New York, from whom acquired in 1960
Collection of Mr and Mrs Joseph McMicking, San Francisco and by family descent

36
ENGLISH SCHOOL, 16TH CENTURY
Portrait of Thomas Cromwell, half-length, in fur-trimmed costume
inscribed 'Lorde/Thom/ *' (on letter, lower left) and bears number '18'
(upper left)
oil on panel
53.1 x 40.4cm (20 7/8 x 15 7/8in).

£7,000 - 10,000
€8,200 - 12,000
US$8,700 - 12,000

The present work is derived from Hans Holbein's portrait now in the Frick Collection, New York (acc.no.1915.1.76).

Various elements of original design can be seen in the present portrait, most notably the striking patterned fur-lined jacket and evidence of preparatory underdrawing show the sensitive rendering of the sitter's facial features (infrared image is available upon request).

37
ALESSANDRO VITALI
(URBINO 1580-1650), AFTER FEDERICO BAROCCI
The Crucifixion with Saints Sebastian, John the Evangelist and the Virgin Mary
oil on two sheets of paper, laid down on panel, *en grisaille* and *en brunaille*, the upper edge extended by 4.5cm
84 x 52.5cm (33 1/16 x 20 11/16in).including the addition

£20,000 - 30,000
€23,000 - 35,000
US$25,000 - 37,000

Provenance
William, 2nd Earl of Dartmouth, and thence by descent to the present owner

This unpublished and lavishly refined *grisaille* oil on paper is a faithful replica of the *Christ on the Cross with Saints Sebastian, John the Evangelist and the Virgin Mary* in Genoa Cathedral, a large altarpiece executed between 1587 and 1596 by the Urbino painter Federico Barocci (circa 1533-1612). The altarpiece (fig. 1) was commissioned by the future Doge of Genoa, Matteo Senarega, for his family chapel and cost the enormous sum of 1,000 scudi, twice the sum paid around the same time to Annibale Carracci for the entire Farnese Gallery [1]. The monumental scale and importance of the enterprise was publicly praised by Senarega in an official letter addressed to Barocci on October 5, 1596, where he stated that 'The panel has only one defect, which because it has the Divine, human praises do not reach it: for this reason, it lives wrapped up between silence and marvel' [2].


Lot 37 in frame


fig. 1 Federico Barocci, Crocefissione con la Vergine, San Giovanni e San Sebastiano, 1596/ DeAgostini Picture Library/Scala, Florence

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.


I·N·R·I·

fig. 2 Federico Barocci, St Dominic de Guzmán Receiving the Rosary Ashmolean/ © Ashmolean Museum

The precocious fame of the Genoa altarpiece and the efforts poured into it induced Barocci to reuse the composition, a practice made easy by the fact that he used to keep the 1:1 preparatory cartoons of his paintings in his workshop, ready to be proportionally enlarged, reduced, and replicated [3]. The presence of the now-lost *Crucifixion* cartoon in Barocci's workshop in Urbino is attested by a slightly later commission which the artist took over from the local Oratorio della Confraternita della Morte together with his best pupil and associate, Alessandro Vitali (1580-1630), in 1597. Due to the time constraints of the fraternity and its shortage of money, it was agreed that the main figures of the new altarpiece were to be copied from the Genoa prototype. Working after the cartoon, Vitali executed most of the painting, while Barocci retouched the main characters, giving life in only two years (January 1597-April 1600) to a successful spin-off of his previous achievement which was even publicly praised in the painter's funeral oration (1612) [4]. The 1:1 autograph replica in oil on paper which was on the art market in the late 1980s and is today in the Kunstmuseen Skt Gallen, Switzerland must date from around the same time. Traditionally interpreted as a preliminary sketch for the final composition, this refined painting on paper shows no sign of *pentimenti* and is finished in all its parts, suggesting that it was conceived as an autonomous work of art intended for private collectors and amateurs.

The case of the Skt Gallen 'sketch' is not isolated. During his life, Barocci executed many works in oil on paper, both studies for entire compositions and individual *'teste di carattere'* [5]. If some of these works, such as the beautiful study for the *Last Supper* in the Fitzwilliam Museum, Cambridge [6], or the small *bozzetto* for the *Entombment* in the Getty Museum, Los Angeles [7], are clearly part of the preparatory process, showing signs of *pentimenti*, corrections and areas intentionally left blank, others are fully-finished creations, made in order to fulfil the requests of the market and capitalise the artist's creative efforts [8]. This category includes both finished head studies (New York, Metropolitan Museum of Art [9]; Stockholm, Nationalmuseum [10]; Salzburg, Residenz), autograph coloured reduced replicas of entire compositions [11], and small-size, *grisaille* replicas, such as the *Madonna of the Rosary* in the Ashmolean Museum, Oxford, connected to a painting executed by Barocci in Senigallia between circa 1589 and 1595 (fig. 2).[12] Whether this beautiful and perfectly refined object was executed by Barocci before or after the completion of the altarpiece is a matter of debate. What is more interesting, however, is that the master executed at least one other autograph version of it (private collection, unpublished), and that both these autograph prototypes were copied again and again by his workshop (France, private collection; Paris, art market, formerly with the Galerie Tarantino; Milan, Museo Poldi Pezzoli, from the Riccardo Lampugnani Collection). Other *grisaille* replicas of whole or partial compositions, traditionally assigned by Barocci but now recognisable as products of the workshop on the grounds of quality, are in Windsor (*Flight of Aeneas from Troy*, Royal Collection; [13]. another version was recently on the British art market) [14], Washington (*The Presentation of the Virgin*, National Gallery of Art, from the Woodner collection (fig. 3) [15], Stamford (*The Annunciation*, Burghley House) [16], and Urbino (A cat, Galleria Nazionale delle Marche). [17]

The *Crucifixion* discussed here belongs to the same category of *grisaille* workshop replicas of Barocci's more successful compositions, probably as one of the best examples of the group. Its exceptional quality and the metallic coldness of the palette suggest its author is the same person who executed the Washington *Presentation*. The comparison with the acknowledged work of Barocci's best pupils allows both the *grisailles* to be assigned to Alessandro Vitali, mentioned above as the collaborator of the Compagnia della Morte altarpiece made in 1597-1600 after the Genoa composition [18]. Vitali's two altarpieces of *Saint Catherine in jail* and of the *Annunciation*, both in the Galleria Nazionale delle Marche, Urbino, derived from Barocci's prototypes between 1598 and 1603, show an identical metallic, glazed treatment of the surfaces, as well as an emphasized liveliness and roundness of the cheeks and of the facial types.

The close connection between Barocci and Vitali, and the latter's success in quickly establishing an independent career both as a copyist of his master's models and as an independent painter, explain the introduction of minor variations in our *Crucifixion*: a flock of birds flying around the towers of the ducal palace, and some new buildings on the square. They show Vitali's passion for details and might be connected to the nordicizing Flemish taste of the Urbino court around 1600.

The result of such a combination of local tradition and external influences is an exceptionally refined work of art, whose precious and jewel-like quality, similar to the contemporary illuminations by Cesare Franchi or Gherardo Cibo, is enhanced by the use of a paper support and by the adoption of Barocci's elegant grayish-orange palette.

This note anticipates some of the results which will be published in the forthcoming essay by Luca Baroni, *The role and influence of Federico Barocci's oil 'sketches' on paper*. We thank Luca Baroni, Ph.D., for preparing this catalogue note.

Note on Provenance

William Legge, 2nd Earl of Dartmouth (1731-1801) studied at Trinity College, Oxford before embarking on the grand tour travelling to Italy via France with his stepbrother Frederick, Lord North, and their tutor Christopher Golding. They are recorded as being in Italy from 1752-3 during which time they visited Rome, Naples, Pisa and Turin. In Rome the two brothers sat to Batoni and William Legge befriended Thomas Jenkins whom he was to enlist as agent and advisor. Through Jenkins he met the landscape painter Richard Wilson from whom he commissioned two views of Rome as well as other works and 68 drawings. With Jenkins's help he also acquired paintings by Busiri, Salvator Rosa, Dughet, van der Meulen, Stern and de Momper. It is not known exactly when he came by the current study, but it hung at Lord Dartmouth's home, Sandwell Hall, Staffordshire until the Dartmouth family later moved to Patshull Hall, Staffordshire.

fig. 3 Attributed to Federico Barocci, The Presentation of the Virgin in the Temple, c. 1600/ Courtesy National Gallery of Art, Washington

Notes

1 M. Bury, 'The Senarega Chapel in San Lorenzo, Genoa; New Document about Barocci and Francavilla', *Mitteilungen des Kunsthistorischen Institutes in Florenz*, 31. Bd., H. 2/3, 1987, pp. 327-356.

2 'Un difetto solo ha la tavola, che per haver del Divino, lodi humane non vi arrivano: vive per questo involta fra silentio, e maraviglia' (M. Giustiniani, *Lettere memorabili*, 3 vols., Rome, 1667-1675, II, pp. 209-210, doc. XLV)

3 J. Marciari, I. Verstegen, 'Grande quanto l'opera : size and scale in Barocci's drawings', *Master Drawings*, XLVI, 3, 2008, pp. 291-321; L. Baroni, 'A cartoon fragment by Barocci for the 'Madonna del popolo'', *Master Drawings*, 60, 4, 2022, pp. 303-310

4 L. Baroni, 'L'Orazione funebre per Federico Barocci di Vittorio Venturelli', *Accademia Raffaello. Atti e studi*, 1, 2015, pp. 61-90

5 E.P. Pillsbury, 'The oil studies of Federico Barocci', *Apollo*, CVIII (1978), pp. 70- 73

6 Inv. PD.1-2002.

7 Inv. 85.GG.26.

8 See L. Baroni, 'Federico Barocci', in M. Ciliberto, ed., *Enciclopedia dell'Umanesimo e del Rinascimento*, Pisa-Florence 2024, forthcoming

9 Inv. 1976.87.1; 1976.87.2.

10 Inv. 462, 481; see D. Prytz, 'Two unpublished oil studies by Federico Barocci in the Nationalmuseum, Stockholm', *The Burlington*, CLIII, 1303, 2011, pp. 653-656

11 A. Emiliani, 'La Sepoltura di Cristo di Federico Barocci in Santa Croce di Senigallia: un inedito "bozzetto per i colori" e altri contributi alla conoscenza dell'artista', *Artibus et historiae*, XIII, 25 (1992), pp. 9-46

12 Inv. 1944_100.

13 RCIN 902343.

14 Sale, Dominic Winter Auctioneers, 8 March 2023, lot 2 (as Attributed to Federico Barocci)

15 Inv. 2006.11.4.

16 Ref. PIC.160.

17 Inv. 167.

18 On Vitali see A. Marchi, 'Alessandro Vitali', in A. M. Ambrosini Massari, ed., *Nel segno di Barocci : allievi e seguaci tra Marche*, Umbria, Siena, Milan 2005, pp. 134-41

Property from a Distinguished International Collector

Lots 8, 18, 38, 48, 54, 67, 72

38
ATTRIBUTED TO LORENZO SABATINI (BOLOGNA CIRCA 1530-1576 ROME)
The Adoration of the Magi
oil on panel
66.2 x 56cm (26 1/16 x 22in).

£12,000 - 18,000
€14,000 - 21,000
US$15,000 - 22,000

Provenance
Sale, Sotheby's, London, 14 April 2011, lot 32 (as Property from a Private Collection), where purchased by the present owner

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.

OTHER PROPERTIES

39 *
VENETO SCHOOL, 17TH CENTURY
The Annunciation
oil on canvas
103 x 72.8cm (40 9/16 x 28 11/16in).
unframed

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

Provenance
Serafini Collection, Bergamo, and thence by descent to the present owners

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.

40 TP

NORTHERN CARAVAGGIST SCHOOL, CIRCA 1630

Two musicians
oil on canvas
100.4 x 134.2cm (39 1/2 x 52 13/16in).

£25,000 - 35,000
€29,000 - 41,000
US$31,000 - 44,000

Provenance
Giscaro Collection, Toulouse, 1957 (according to literature)
Sale, Sotheby's, London, 30 October 1996, lot 158, where purchased by the present owners

Literature
R. Mesuret 'L'oeuvre peint de Nicolas Tournier', in *Gazette des Beaux-Arts*, December 1957, pp. 338-340, no. 35, fig. 8 (as Nicholas Tournier)
B. Nicholson, *Caravaggism in Europe*, Oxford, 1979, vol. I, p. 165, under cat. no. 1010, version 2 (as Rombouts)
G. Papi, *Gherardo delle Notti: Gerrit Honthorst in Italia*, Crema, 1999, p. 152, under no. 24

The present painting has attracted a number of alternative attributions to a variety of accomplished Caravaggist artists over the years. Initially attributed to Nicholas Tournier, it is a version of the *Musical Pair* in the Bayerische Staatsgemäldesammlung, Munich, which is of similar dimensions and of similar quality. In his 1979 work (op. cit.) Benedict Nicolson had subsequently attributed both versions to Theodoor Rombouts; while in 1999 Gianni Papi suggested a possible attribution to Gerrit Honthorst. There is a stipple engraving of a similar composition with the caption: *gemalt v Gerhardt Honthorst geaetzt v F. Frick Haeusliche Andacht Zu finden bei F. Frick in Berlin Friedrich Strasse Nr. 248* , although in 1962, both Benedict Nicolson and Leonard J. Slatkes had attributed the lost original painting that this stipple engraving reproduces to Dirck van Baburen. While the consensus amongst those latest authorities who were involved in this year's exhibition, *Theodoor Rombouts, Virtuoso of Flemish Caravaggism* in the Museum of Fine Arts in Ghent has been to question Nicholson's attribution, they are nonetheless agreed that the painting is by a Northern Caravaggist artist dating to circa 1630 and that the facial features of the male lute player and the headgear of the female lute player, for example, compare favourably to those in the *Musical Pair* in Munich.

We are grateful to Professor Wayne Franits for his assistance in cataloguing this work.

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.

41 TP

BALDASSARE DE CARO (NAPLES CIRCA 1689-1750)
A huntsman holding his gun, with his dogs beside a dead boar, a deer, hares and birds before a wooded landscape, a staghunt and a view of the Bay of Naples and Mount Vesuvius beyond
signed 'B*e**ro' (lower right)
oil on canvas
144.5 x 195cm (56 7/8 x 76 3/4in).

£12,000 - 18,000
€14,000 - 21,000
US$15,000 - 22,000

Provenance
Private Collection, Sweden, from whom acquired by the present owner

Baldassare de Caro is best known for specialising in hunting still lifes and the present painting is typical of his output. Having trained in the studio of Andrea Belvedere (Naples 1652-1732), de Caro established himself as one of the leading artists of this genre, taking his inspiration from Flemish painters such as Frans Snyders, Jan Fyt and David de Conink. These painters were enthusiastically collected by the Neapolitan elite and, according to De Dominici, King Charles III of Spain after his accession to the throne in 1735.

The present work is the result of a collaboration between Baldassare de Caro, the still life painter, and Paolo de Matteis (Piano del Cilento, Salerno 1662 –1728 Naples) who painted the figure. We are grateful to Riccardo Lattuada for confirming the attribution to de Matteis. The latter artist is known to have owned two pairs of small still-lifes by de Caro, which were recorded in the inventory of the contents of his home after his death.

42 TP
GIOVANNI-BATTISTA BEINASCHI
(FOSSANO 1636-1688 NAPLES)
The Supper at Emmaus
oil on canvas
124.1 x 171.6cm (48 7/8 x 67 9/16in).

£8,000 - 12,000
€9,300 - 14,000
US$10,000 - 15,000

Provenance
With Knoedler Gallery, New York (inv. no. A10253), where acquired by Dr Maury P. Leibovitz Collection, Connecticut, March 1986, by descent to Private Collection, US, UK and Greece, 1992, and thence by descent to the present owner

We are grateful to Arch. Francesco Petrucci for confirming the attribution to Beinaschi upon inspection of photographs. A similar work was offered in these rooms, 17 December 2020, lot 77.

43 *

SIMON VOUET (PARIS 1590-1649)

Portrait of a young man, bust-length, in a ruff, presumably a portrait of the artist
oil on canvas
56.1 x 43.8cm (22 1/16 x 17 1/4in).
together with an engraving of Simon Vouet by Ottavio Leoni, unframed
(2)

£80,000 - 120,000
€93,000 - 140,000
US$100,000 - 150,000

Provenance
With Kleinberger & Co, New York, from whom acquired in 1960
Collection of Mr and Mrs Joseph McMicking, San Francisco and by descent

Exhibited
Travelling exhibition, *Héritage de France French Painting 1610-1760,*: Montreal, The Montreal Museum of Fine Arts, 6 October-6 November 1961; Quebec, Le Musée de la province de Québec, 16 November-16 December 1961; Ontario, The National Gallery of Canada, 4 January-4 February 1962; and Toronto, The Art Gallery of Toronto, 16 February-18 March 1962, cat. no. 81
San Francisco, Fine Arts Museum, on loan, August 1979- spring 1980

Literature
B. Nicolson, *Caravaggism in Europe*, Oxford, 1979, vol. I, p. 211, cat. no. 731, vol. II, ill.

Although perhaps more immediately associated today with religious and allegorical paintings, Simon Vouet painted many portraits during his lifetime starting at the early age of 14 when he is said to have travelled to England to paint an English sitter, and later he drew many pastel portraits of Louis XIII and his court while First Painter to the King. During the fourteen years he spent in Italy (1613-27), mainly in Rome, he came under the influence of Annibale Carracci and Caravaggio, the latter's influence being clear in the *chiaroscuro* of the present work. His prodigious talent brought him success there and he was made president of the Academia di San Luca before returning to France where he was to be the dominant figure in French painting in the second quarter of the 17th Century.

Vouet evidently painted himself a number of times during his life; the features we see in the *Self Portrait* in the collection of the Musée des Beaux Arts, Lyon (acc.no. B 415) of circa 1626-7 are recognisable in the present portrait as well as in several others produced throughout his career such as the example offered at Sotheby's New York, 1 February 2018, lot 23 and the oval portrait sold at Dorotheum, Vienna, 17 October 2012, lot 551 and now in a Private French Collection. Judging by the youthfulness of the face, the present work probably dates from Vouet's first years in Rome, around 1613-15.

Lot 43 Ottavio Leoni Portrait of Simon Vouet, engraving

44 *

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

Study for Saint John the Baptist
brown ink and wash on laid paper, laid down
26.7 x 19.2cm (10 1/2 x 7 9/16in).

£40,000 - 60,000
€47,000 - 70,000
US$50,000 - 75,000

Provenance

A New York estate, by whom sold
Sale, Skinner, Boston, 11 May 2018, lot 202, where purchased by the present owner

Relating to Guercino's *Saint John the Baptist* now in the Kunsthistorisches Museum, Vienna (GG_240, see fig. 1), the present drawing was made in preparation for the finished work by the artist for the Holy Roman Emperor Ferdinando III, one of the painter's most prestigious patrons. In his biography for the artist, Malvasia records that in 1641 Guercino completed 'un quadro grande per la Cesarea Maesta' dell'Imperatore con un s. Giovanni nel Diserto mandato a Vienna'.

As was Guercino's practice, several preparatory sketches exist for this painting such as a red chalk drawing in a private collection (see N. Turner, *The Paintings of Guercino*, Rome, 2017, p. 563). Some alterations from drawing to painting can be noted with the most obvious being to the figure's reed cross, which has been moved from behind Saint John's knee to in front of it so that its whole length is visible.

In the present composition, Guercino has turned to the work of earlier artists. Firstly Guido Reni's *The Sermon of John the Baptist* (offered at Christie's, Milan, 29 November 2006, lot 84) who in turn had looked at Raphael's composition of *Saint John* now in the Uffizi.

The present drawing is accompanied by an expertise from Nicholas Turner confirming the attribution to Guercino (private communication, 13 December 2019). In his letter, Dr Turner suggests that the present work may possibly have been one of the hundreds of drawings left by the artist to his nephews, the Gennari of Bologna.

fig. 1 Il Guercino, Saint John the Baptist/ © KHM-Museumsverband

45 *

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

Le Serment or The Oath from Jean Jacque Rosseau's Julie ou la Nouvelle Héloïse (Part 4, Letter XVII)
inscribed 'a Julie' (upper right)
brush and grey wash heightened with white on wove paper
14.5 x 9.6cm (5 11/16 x 3 3/4in).

£5,000 - 7,000
€5,800 - 8,200
US$6,200 - 8,700

Provenance
Possibly, sale, 16 March 1857, lot 159
Collection of Dr. Guérard (all according to literature)
With M.A. McDonald, New York (according to a label on the reverse)
Private Collection, USA

Literature
J. Guiffrey, *L'oeuvre de P.P. Prud'hon,* Paris, 1924, pp. 412-3, cat.no. 1073, ill., pl. XXXI

The present work is from the series of drawings Prud'hon prepared for an edition of Jean-Jacques Rosseau's *Julie ou la Nouvelle Héloïse* published in Rouen in 1794-5. Another work from this series, depicting *Le Premier Basiser de l'amour* (Love's First Kiss), is in the musee du Louvre, Paris (inv. no. RF1455).

A preliminary sketch for the present work was offered at Beaussant-Lefevre, 10 June 2022, lot 156 (black chalk heightened with white, 15 x 10cm).

46 *
STUDIO OF SIR ANTHONY VAN DYCK (ANTWERP 1599-1641 BLACKFRIARS)
Portrait of Lady Lucy Percy, three-quarter-length, in a white dress seated before a fountain
oil on canvas
91.7 x 74cm (36 1/8 x 29 1/8in).

£15,000 - 20,000
€17,000 - 23,000
US$19,000 - 25,000

The present portrait is related to, and on the same scale as, the right-hand side of van Dyck's double *Portrait of Lady Dorothy Percy, Countess of Leicester and her sister, Lady Lucy Percy, Countess of Carlisle*, which was probably painted circa 1638 for Lady Leicester or her husband. The heads of the two sisters are close to their single portraits, both of which are at Petworth (inv.no. NT 485068) and have also been dated to circa 1638, although intermediary sittings to the artist or his studio cannot be ruled out.

Lady Lucy Percy led a colourful life: imprisoned at one time in the Tower of London and involved in various intrigues, including the theft of some diamond studs that the French Queen Anne gave to the Duke of Buckingham, as a consequence of which she inspired the character of Milady de Winter in Alexandre Dumas' *The Three Musketeers*, which has been the subject of various popular films more recently. That story also seems to be why Horace Walpole acquired the double portrait of her and her sister, which at one time hung at Strawberry Hill.

47
JOSEPH HIGHMORE (LONDON 1692-1780 CANTERBURY)
Portrait of a gentleman, half-length, in military uniform and a tricorn hat under his arm
signed and dated ‘Jos: Highmore/ pinx:/ 1762’ (lower left)
oil on canvas
90.9 x 70.6cm (35 13/16 x 27 13/16in).

£6,000 - 8,000
€7,000 - 9,300
US$7,500 - 10,000

Provenance
With Knoedler, before 1928
Private Collection, New York
Private Collection, Oxfordshire

Property from a Distinguished International Collector

Lots 8, 18, 38, 48, 54, 67, 72

48 TP

JOHN RUSSELL R.A. (GUILDFORD 1745-1806 HULL)

Portrait of Mary Sheppard, full-length, seated in a landscape in a white dress; and Portrait of Thomas Sheppard, full-length, in a blue coat and yellow breeches with his spaniel

the former signed and dated 'JRussell RA. pinxt/ 1790.'(lower right) and the latter signed and dated 'J.Russell R.A. pinxt 1792.' (lower right)

a pair, oil on canvas

115.1 x 87.2cm (45 5/16 x 34 5/16in). (2)

£150,000 - 250,000
€170,000 - 290,000
US$190,000 - 310,000

Provenance

By descent from the sitters to
Mrs. Perkins, The Grove, Stonehouse, Gloucestershire
With Leger Galleries, London, October 1981 (according to a label on the reverse)
Sale, Sotheby's, London, 30 November 2000, lot 12
Sale, Sotheby's, London, 6 June 2007, lot 57
With Martin Gallon Fine Art (according to a label on the reverse)
Sale, Sotheby's, New York, 27 January 2011, lot 196, where purchased by the present owner after the sale

Literature

G.C. Williamson, *John Russell, R.A.*, London, 1894, p. 158

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.

The sitters in the present portraits were the children of Edward Sheppard (1741-1808) and Elizabeth Harmer of Stonehouse, Gloucestershire. The Sheppard family were prominent cloth manufacturers and merchants in the West Country. Once married, the couple settled at Elizabeth's ancestral home at Stonehouse, where the family remained until the early twentieth century. Thomas Harmer-Sheppard (1778-1860), depicted here with his dog, married twice; firstly his cousin Isabella, daughter of Henry Sheppard, and secondly another cousin, Mary, daughter of John Sheppard. His sister, Mary, married Richard-Wilsonne Sheppard.

Born in Guildford in 1745, John Russell apprenticed with Francis Cotes, a pioneer of English pastel painting and later established his own studio in 1767. He entered the Royal Academy of Art in 1770 and exhibited around 329 works here during his career, most of which were pastels. A celebrated artist at the time, Russell was appointed Crayon Painter to the Prince of Wales in 1785 and Painter to the King in 1790. In 1791 Russell exhibited a full-length oil portrait of *George IV, when Prince of Wales*, at the Royal Academy (now in the Collection of His Majesty the King, UK, in. no. RCIN 405414).

Property from a Distinguished European Collector

Lots 49 & 73

49 *
JORIS VAN SON (ANTWERP 1623-1667)
Still life of oysters, grapes and lemons on a draped table with cherries and a *roemer* of white wine
signed and dated 'J. VAN. SON/ 1656' (on the table edge, lower left)
oil on canvas
30.6 x 43.4cm (12 1/16 x 17 1/16in).

£25,000 - 35,000
€29,000 - 41,000
US$31,000 - 44,000

Provenance
Sale, Sotheby's, London, 28 March 1979, lot 61

Born in Antwerp in 1623, Joris van Son became a member of the guild of Saint Luke there in 1643. Heavily influenced by the work of Jan Davidsz. De Heem (Utrecht 1606-1684 Antwerp), van Son most likely encountered the work of de Heem in his native city during his formative years. Van Son's fruit still lifes, such as the present painting, are particularly indebted to the elder artist's work although van Son's works are characterised by a softer, more suffused lighting.

A similar arrangement of the oysters, lower left, with the grapes behind, appears in a further work by van Son of two years earlier, which was offered at Sotheby's, London, 10 April 2013, lot 41.

OTHER PROPERTIES

50 *
BOLOGNESE SCHOOL, CIRCA 1700
Judith and Holofernes
oil on copper
48.9 x 36.8cm (19 1/4 x 14 1/2in).

£20,000 - 30,000
€23,000 - 35,000
US$25,000 - 37,000

The style of the present copper would suggest an artist trained in Bologna and working at the end of the 17th and beginning of the 18th centuries, such as Lorenzo Pasinelli, or one of his accomplished pupils, who included Gian Antonio Burrini, Gioseffo dal Sole and Donato Creti. The detail of landscape that can be seen to the top left, along with the figure types, especially the pose of the left-hand figure seen from behind, as well as the treatment of fabrics and the draped curtain, recall the work of Creti in particular in his *Episodes from the Life of Achilles*, four masterpieces that were commissioned by Collin Sbaraglia in circa 1715. The pose of the left-hand figure seen from behind is close to both the central figure in Creti's *Achilles and Chiron* from this series, and to the servant in his *Artemisia drinking the ashes of Mausolus* in the National Gallery, London, (inv.no. NG6628) that has been dated to circa 1713-14. A very similar treatment of delicate, feathery foliage set against an atmospheric sky can also be found in Creti's *Achilles and Chiron*, (see: R. Roli, *Donato Creti*, Milan, 1967, ill. pl. 41) as is characteristic of many works by Creti from this period, such as his extraordinary and celebrated series of *Astronomical Observations*: eight small panels that were commissioned by the scientist, Luigi Marsigli and given to Pope Clement XI (now in the Vatican Museums).

The subject itself of *Judith and Holofernes* (which symbolized the victory of the weak and virtuous over the strong and tyrannous and to us today is best remembered in the works of such 17th century trail-blazing female artists as Artemisia Gentileschi and Fede Galizia) was popular among the Bolognese school at the time: from Guido Reni's large version of the subject of circa 1625-6 - now in the Sedelmayer Collection, Geneva - to the 1715 drawing of the subject by Gioseffo dal Sole, who was a pupil of both Reni and Pasinelli, which was cited in Giuseppe Campori's contemporary catalogue of artists in the Este Territories; up until those versions of the subject that were painted somewhat later on in the 18th century by Francesco Monti, who was influenced by Donato Creti.

Bonhams sold a copy of the present composition, on canvas, 53.8 x 37 cm., on the 23 April 2009, lot 77, as Bolognese School, 18th century.

51 * TP

BOLOGNESE SCHOOL, 18TH CENTURY

Ermina and the Shepherds
oil on canvas, unlined
176 x 217cm (69 5/16 x 85 7/16in).

£15,000 - 20,000
€17,000 - 23,000
US$19,000 - 25,000

Provenance
Private Collection, Verona, from whom purchased by the present owner

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.

52
SEBASTIANO CONCA (GAETA CIRCA 1676-1764 NAPLES)
A study for The Baptism of Christ
oil on canvas
30.8 x 22.2cm (12 1/8 x 8 3/4in).

£5,000 - 7,000
€5,800 - 8,200
US$6,200 - 8,700

The present work is a *bozzetto* for Sebastiano Conca's original, formerly in the McCrindle Collection, UK and now at Princeton University Art Museum (acc. no.y1987-73).

53

GEORGE ROMNEY (BECKSIDE 1734-1802 KENDAL)
Portrait of Thomas Brown, bust-length, in a grey coat, before a landscape
oil on canvas
76.1 x 63.4cm (29 15/16 x 24 15/16in).

£7,000 - 10,000
€8,200 - 12,000
US$8,700 - 12,000

Provenance
By descent to E.A. Browne
Collection of Capt. Charles William Selwyn, R.H.G, by whose executors offered
Sale, Christie's, London, 16 June 1894, lot 114 (together with a Portrait of Mrs Browne, sold for £535 10s), where purchased by
With Agnews, London
Wallis
Collection of Theodore Uzielli, 1900
Comte Andre De Ganay
Sale, Muller, Amsterdam, 24 April 1906, lot 32
Purchased by the great grandfather of the present owners in 1906

Exhibited
London, The London Business School, London, on loan, cat. no. 202

Literature
T.H. Ward and W. Roberts, *Romney: A Biographical and Critical Essay, with a Catalogue Raisonné of His Works*, vol. II, p. 19
A. Kidson, *George Romney A Complete Catalogue of his Paintings*, vol. I, New Haven and London, 2015, pp. 96-7, cat. no. 161, ill.

Alex Kidson suggests a date of 1784 as Mr Brown had seven appointments with Romney between 21 February and 5 March that year, and also commissioned a portrait of his wife at the same time (for *Portrait of Mrs Brown* see: A. Kidson,*ibid*, p. 97, cat. no. 162). The present work and its pendant were sold together in 1894 but seem to have been separated shortly after this auction.

The identity of the present portrait is unclear but at some point in the 20th century it was thought to be of William Brown of Tallentire, Cumberland. Kidson suggests that a more convincing identity is a Thomas Brown of 1 Golden Square, Crutched Fryars, London, as these details were written on the endpapers of the 1784 sitter book.

Property from a Distinguished International Collector

Lots 8, 18, 38, 48, 54, 67, 72

54 TP

THOMAS BEACH (MILTON ABBAS 1738-1806 DORCHESTER)
Portrait of William, later 1st Earl of Craven, as a boy, in Van Dyck costume
indistinctly signed 'T.Be***' (lower right)
oil on canvas, oval
136.5 x 97.2cm (53 11/16 x 38 1/4in).

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

Provenance
William, 7th Baron Craven and 1st Earl of Craven (1770-1825), by descent to
Cornelia, Countess of Craven (1877-1961)
Her deceased sale, Sotheby's, London, 27 November 1968, lot 1, where purchased by
With Richard Green, London
Private Collection, UK
Sale, Sotheby's, London 30 April 2015, lot 943
With Historical Portraits, London, where purchased by the present owner

Literature
Catalogue of works at Coombe Abbey, 1886, no. 208
(according to provenance)

The sitter (1770-1825) was the eldest son of William Craven and Lady Elizabeth Berkelely. He succeeded his father as seventh Baron Craven in 1791 and was created Viscount Uffington and Earl Craven in 1801. He married Louisa Brunton, a much admired actress in 1807.

The present portrait remained in the Craven family until it was sold in 1968, along with 6 other works by Thomas Beach, including the portrait of Elizabeth, Lady Craven (lot 3) which was purchased by the J. Paul Getty Museum, Los Angeles and later offered at Sotheby's, New York on 26 January 2012, lot 204.

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.

OTHER PROPERTIES

55
GASPAR DE WITTE (ANTWERP 1624-1681)
Spring: elegant figures on a boating lake, others dancing around a Maypole; and Autumn: figures harvesting apples
a pair, oil on copper
40.4 x 51.2cm (15 7/8 x 20 3/16in).(2)

£15,000 - 20,000
€17,000 - 23,000
US$19,000 - 25,000

Provenance
Sale, Bonhams, 4 December 2019, lot 3, where purchased by the present owner

A *Wooded landscape with a hawking party in the foreground, shepherds shearing their flock beside an ornamental fountain and farmers harvesting a hayfield beyond* of the same dimensions as the present pair was offered at Phillips, London, 4 July 1995, lot 31. This latter work could depict Summer, suggesting that the three together formed part of a series of the Four Seasons or the Months of the Year.

Property of a French Collector

56 *
JAN BRUEGHEL THE ELDER (BRUSSELS 1568-1625 ANTWERP), HENDRICK VAN BALEN (ANTWERP 1575-1632) AND DENIS VAN ALSLOOT (MALINES 1570-1628 BRUSSELS)
Orpheus charming the animals
oil on panel
34.2 x 47cm (13 7/16 x 18 1/2in).

£100,000 - 150,000
€120,000 - 170,000
US$120,000 - 190,000

Provenance
With Fred Kline, Texas, 1980s
Sale, Ader Picard Tajan, 29 June 1989, lot 47, where purchased by the present owner
Private Collection, France

Literature
K. Ertz, *Jan Brueghel der Àltere (1568-1625). Kritischer Katalog der Gemälde*, Lingen, 2008, vol. II, p. 767, no 380, Ill. p. 766.

The present work is accompanied by a copy of a letter from Dr. Klaus Ertz in which he confirms the attribution to Jan Brueghel the Elder, Hendrick van Balen and Denis van Alsloot (dated 26 May 1987). In his note on the painting, Ertz suggests a date of 1605 for the work.

With Orpheus playing his lyre at the very centre of the composition, the present work shows the poet surrounded by all manner of animal life. According to Greek myth, the poet Orpheus played the lyre so sweetly that the animals gathered around him to listen, subdued by his music. The subject, at this date, was just beginning to become popular amongst the artists of Northern Europe, with only a few earlier examples known, such as Hans Vredman de Vries's commission for Danzig city council in the 1590s. Whilst Jan Brueghel the Elder became known for his 'Paradise' landscapes - exquisitely rendered lush woodland settings teeming with animal life - earning him the sobriquet 'Paradise Breughel', he is known to have painted only a handful of *Orpheus charming the animals*. In his *Allegory of Hearing*, now in the Prado, Madrid (inv. no. 1395, see fig. 1), part of his series of *Allegories of the Senses* executed in collaboration with Sir Peter Paul Rubens, the artist included a painting of the subject on the wall of the palace.

Collaborations between Jan Brueghel and other artists were not uncommon with the artist known to have worked with Rubens, as mentioned above, along with Joos de Momper the Younger, Hans Rottenhammer, and Sebastian Vrancx, amongst others. Early records of works by Brueghel show that he also worked with Hendrick van Balen, painter of the figure of Orpheus in the present work; in 1671, the Antwerp dealers Forchondt list two works described as 'Godenbancet van Henrico van Balen, de bijwerken van den frouweelen Breugel' (see K. Ertz, *Jan Brueghel D. À, Die Gemälde*, Cologne, 1979, p. 408 and 550). When the two artists worked together, Brueghel would be responsible for the landscape and still life elements and Van Balen for the figures (see, for example, the signed *Feast of the Gods* now in the Dresden Gemäldegalerie (gal. no. 921, which Ertz dates to a similar moment to the present painting (see fig.2).

The final artist to work on the *Orpheus charming the animals* was Denis van Alsloot, whom Ertz suggests was responsible for the larger animals. Given the variation in paint surface between these animals and the smaller ones, Ertz has put forward the idea that these were added at a later date, once the first layer of paint was dry, suggesting that perhaps the owner of the painting, once he had purchased it from Brueghel and van Balen, then asked van Alsloot to add these larger animals.

fig. 1 Rubens, Peter Paul, The Sense of Hearing, 1617-8, oil on panel/
©Photographic Archive Museo Nacional del Prado

fig. 2 Hendrik van Balen, Olympisches Goettermahl © bpk /
Staatliche Kunstsammlungen Dresden / Elke Estel / Hans-Peter Klut

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.

OTHER PROPERTIES

57 TP
ATTRIBUTED TO ANDREA LOCATELLI (ROME 1693-CIRCA 1741)
An Arcadian landscape with figures resting amongst ruins
oil on canvas
103.7 x 95.2cm (40 13/16 x 37 1/2in).

£25,000 - 35,000
€29,000 - 41,000
US$31,000 - 44,000

An almost identical version of the present composition by Andrea Locatelli, oil on canvas, 137.5 x 97.5cm, was offered in these rooms on 8 December 2021, lot 42, with a more extensive sky and tree.

58 *

ABRAHAM JANSZ. STORCK (AMSTERDAM CIRCA 1635-CIRCA 1710)
An Italianate port with a triumphal arch near a colonnaded building, figures in a gondola in the foreground
signed 'A.Storck' (on gondola, lower centre)
oil on canvas
49.1 x 64.8cm (19 5/16 x 25 1/2in).

£15,000 - 20,000
€17,000 - 23,000
US$19,000 - 25,000

Provenance
Private Collection, UK, for at least 50 years

Storck is not known to have ever visited Italy and his Mediterranean views are imaginary scenes using Italianate elements. His impressive knowledge of landmarks and architecture appears to have been inspired by the works of his contemporaries, such as Jan Asselijn, who returned to The Netherlands with landscapes and *capricci* clearly influenced by their travels to Italy.

59
JAN WIJNANTS (HAARLEM CIRCA 1635-1684 AMSTERDAM)
A hunting party resting in a landscape before a blasted tree
signed 'Jwÿnants' (lower left)
oil on canvas
76.6 x 65.6cm (30 3/16 x 25 13/16in).

£15,000 - 20,000
€17,000 - 23,000
US$19,000 - 25,000

Provenance
The Collection of Lord Penrhyn, Penrhyn Castle, no. 203, by whom offered
Sale, Sotheby's, London, 3 December 1924, lot 81
With Leggatt Brothers, London, 1925, where purchased by
Lord Claud Hamilton, and thence by descent to the present owner

Literature
C. Hofstede de Groot, *A Catalogue Raisonné of the Works of the Most Eminent Dutch Painters of the Seventeenth century*, London, 1927, vol. VIII, p. 569, cat. no. 640 (as figures by Lingelbach)
K. Eisele, *Jan Wijnants*, Stuttgart, 2000, p. 144, cat. no. 116, ill. (as erroneously offered by Kilmorey in 1924 sale)

It has been suggested that the figures are by Johannes Lingelbach.


30, St. James Street, S.W.1
London March 2nd. 1925

The Lord Claude Hamilton.

To Leggatt Brothers.
PUBLISHERS, PRINTSELLERS AND
DEALERS IN WORKS OF ART.

Picture by J. Wynants
"Landscape with figures resting"
Framed. £ 220 - -

With compliments.

Lord Hamilton's purchase receipt from Leggatt Brothers

60 TP

PETRUS JOHANNES VAN REYSSCHOOT (GHENT 1702-1772)
An elegant party taking coffee on a terrace, a park landscape beyond
signed and indistinctly dated 'VAN REYSSCHOT 17*2' (lower left)
oil on canvas
126.5 x 108.3cm (49 13/16 x 42 5/8in).

£15,000 - 20,000
€17,000 - 23,000
US$19,000 - 25,000

Provenance
Sale, Bonhams, London, 4 December 1997, lot 90 (as the property of a gentleman), where purchased by the present owner

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.

61$^{Y \Phi}$
PETER EDUARD STROELY
(DUSSELDORF 1768-CIRCA 1826 LONDON)
Portrait of a lady, half-length, wearing a fur gilet, and holding an arrow, a landscape beyond
bears inscription 'Mario Calistri riparo/ Firenze' (on the reverse)
gouache on ivory, octagonal
8.7 x 7.4cm (3 7/16 x 2 15/16in).

£7,000 - 10,000
€8,200 - 12,000
US$8,700 - 12,000

Another portrait miniature of the same sitter, also by Stroely, was offered at Bonhams, Knightsbridge on 21 May 2014, lot 62.

Please note, The United States Government has banned the import of any ivory into the USA.

62 * TP

JEAN-BAPTISTE BELIN DE FONTENAY
(CAEN 1653-1715 PARIS), AND STUDIO

A still life with a bust of Bacchus, a dish of fruit, large platters and two figures looking on
oil on canvas
145.7 x 195.2cm (57 3/8 x 76 7/8in).

£20,000 - 30,000
€23,000 - 35,000
US$25,000 - 37,000

Provenance
Private Collection, France, since the beginning of 20th century, by whom offered
Sale, Christie's, Paris, 26 June 2008, lot 33 (as property of a Noble family of the South West of France)
Private Collection, Dubai

A pupil of Jean Baptiste Monnoyer and later his son-in-law, Jean-Baptiste Belin de Fontenay was a prolific still life painter in France in the late 17th and early 18th centuries. In around 1687 he attracted the attention of King Louis XIV with his vast and lavish depiction of a gold bust of the king with an ornate vase of flowers, armour and a cornucopia beneath, now in the Musée du Louvre (190 x 162cm, inv. no. 4464). This work led to his employment and subsequent painting of many decorative schemes across the royal chateaux, such as Fontainebleau and Versailles where he painted the *Escalier de la Reine* which has since been destroyed.

The present composition can be compared to a similar work in a private collection, where the same bust of Bacchus is surrounded by garlands of flowers and a black page is carrying a tray of fruit (see: P. Mauriès, *Le Trompe-l'oeil de l'antiquité au XXème siècle*, Paris, 1996, pp. 206-207, ill.). Chronologically our painting comes close to *Fleurs, fruits, animaux et pièces d'orfeverie*, in the Manufacture de Sèvres which is signed and dated 1697, and depicts a similar woven basket and dish. The abundance of detail in both works are very characteristic of Fontenay's style during the opulent reign of Louis XIV.

It is likely that the present work formed part of a decorative scheme, possibly showing the four seasons, and, given the perspective of the basket, intended to be hung high up.

Mr. Fabrice Faré confirmed the attribution after inspection of the original, at the time of the Christie's sale. Ms. Claudia Salvi, also at the time of the Christie's sale, considered that the picture was painted by Jean-Baptiste Belin de Fontenay with the participation of his studio.

63
FRANCESCO GUARDI (VENICE 1712-1793)
A *capriccio* with a ruined arch and a villa beyond
oil on canvas
30.5 x 50.5cm (12 x 19 7/8in).

£60,000 - 80,000
€70,000 - 93,000
US$75,000 - 100,000

Provenance
With Knoedler Galleries, New York
Collection of Ernest A. Hamill, Asheville, Chicago, before 1954
Collection of Judith Hamill, Asheville, Chicago
Sale, Sotheby's, New York, 30 January 1997, lot 172
Sale, Christie's, New York, 28 January 2009, lot 85

Exhibited
Springfield, Mass. Museum of Fine Arts, *Francesco Guardi*, 1937, cat. no. 10
North Carolina, The Ackland Art Museum, on loan, 25 September 1977-24 September 1992 (no. L1977.57.1, lent by Ernest A. Hamill)
North Carolina, The Ackland Art Museum, *Classical Subjects and Styles: The Abundant Tradition*, 29 June - 2 September 1984
North Carolina, The Ackland Museum, *Exhibition of Paintings and Sculptures in Collection*, 15 May - 6 September 1987

Literature
A. Morassi, *Guardi: i dipinti*, Venice, 1984, vol. I. p.492, cat. no.987; vol. II, ill., fig. 870

Antonio Morassi suggests, on the basis of its unusually bold palette and lively brushwork, the present *capriccio* dates to between 1760 and 1770. He notes that it is part of a series of four works (together with cat. nos. 854, 863 and 980; see literature), all of which were at one time with Knoedler Galleries in New York. A preparatory drawing (pen and ink, 19 x 26.2cm) for this painting is in the Museo Correr, Venice (see: R. Palluchini, *I disegni del Guardi al Museo Correr di Venezia*, 1943, p. 56, no. 138).

64
WILLIAM JONES (ACTIVE ENGLAND, ACTIVE CIRCA 1798-1860)
Pheasant shooting; and Partridge shooting
a pair, oil on canvas
50.2 x 59.6cm (19 3/4 x 23 7/16in). (2)

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

Provenance
By repute, the Earls of Inchcape
With Richard Green Fine Paintings, London, after 1972 (according to a label on the reverse)
Private Collection, UK

65 *

HENRY WILLIAM PICKERSGILL RA (LONDON 1782-1875)

L'Improvisatrice

oil on canvas

88.4 x 68.1cm (34 13/16 x 26 13/16in).

£8,000 - 12,000
€9,300 - 14,000
US$10,000 - 15,000

Provenance

Collection of Henry, 3rd Marquess of Lansdowne (1780-1863)
Sale, Sotheby's, London, 8 April 1998, lot 47, where purchased by the present owner

Exhibition

London, Royal Academy, 1823, no. 261
London, British Institution, 1825, no. 85
(lent by Marquess of Lansdowne)

Literature

A. Jameson, *Companion to the Most Celebrated Private Galleries of Art in London*, London, 1844, p. 327, cat. no. 150
G.E. Ambrose, *Catalogue of the Collection of Pictures belonging to the Marquess of Lansdowne K.G. at Lansdowne House London and Bowood, Wilts*, London, 1897, p.75, cat. no. 199 (said to be a portrait of Miss Pickersgill)

It is likely that the present portrait was painted in 1823 and was acquired for Bowood by the 3rd Marquess of Lansdowne shortly after. The sitter has traditionally been identified as the artist's daughter, who modelled for several of his portraits including *Syrian Maid*, now in the Tate, London.

66

SIR JOSHUA REYNOLDS P.R.A.
(PLYMPTON 1723-1792 LONDON)
Portrait of Mrs Thomas Pelham, later Countess of Chichester, half-length, wearing a black and red dress with lace sleeves, leaning on a closed book
oil on canvas
76.3 x 63.4cm (30 1/16 x 24 15/16in).

£20,000 - 30,000
€23,000 - 35,000
US$25,000 - 37,000

Provenance
Collection of the Earl of Chichester, by whom sold 1899 to Charles Wertheimer
With Knoedler, London, 1921 (inv. no. 1974.57)
Sale, Brunk Auctions, Asheville, North Carolina, 20 May 2022, lot 578 (as Property from a South Carolina Plantation), where purchased by the present owner

Literature
A. Graves and W.V. Cronin, *A History of the Works of Sir Joshua Reynolds P.R.A.*, London, 1899, vol. II, cat. no. 736
E.K. Waterhouse, *Reynolds*, London, 1941, p. 42
D. Mannings, *Sir Joshua Reynolds A Complete Catalogue of his Paintings*, New Haven and London, 2000, pp.370-1, cat. no. 1418, ill., fig. 219

Anne Pelham, born circa 1735, was the daughter and heiress of Frederick Meinhardt Frankland, a British MP and Director of the Bank of England between 1736-8. Anne married Thomas Pelham on the 7 June 1754 at Mortlake, later becoming Countess of Chichester when her husband was created Earl of Chichester in June 1801. The Earl, Thomas Pelham, was a politician, having been elected to parliament for Rye in 1749 and represented the county of Sussex from 1754 to 1768. Anne was eventually widowed in 1805 and her eldest son inherited his late father's title as the 2nd Earl of Chichester. Anne is recorded to have sat for this portrait in 1756 or 1757.

Property from a Distinguished International Collector

Lots 8, 18, 38, 48, 54, 67, 72

67
CIRCLE OF GIOVANNI BATTISTA NALDINI (FLORENCE 1537-1591)
The Holy Family with the Infant Saint John the Baptist
oil on panel
71.2 x 55.3cm (28 1/16 x 21 3/4in).

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

Provenance
Sale, Sotheby's, London, 1 November 2007, lot 4
With Westbury Fine Art, Bath, where purchased by the present owner

OTHER PROPERTIES

68 * TP
PIETRO MUTTONI, CALLED DELLA VECCHIA
(VENICE CIRCA 1602-1678)
The meeting between Solomon and Queen of Sheba
oil on canvas
120.8 x 154.2cm (47 9/16 x 60 11/16in).
unframed

£7,000 - 10,000
€8,200 - 12,000
US$8,700 - 12,000

Provenance
Private Collection, Denmark

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.

69
ATTRIBUTED TO MARCUS GHEERAERTS THE YOUNGER (BRUGES 1561-1635 LONDON)
Portrait of a girl, half-length, in an embroidered dress with yellow lace, holding a cat, within a painted oval
dated ‘1616’ (upper right)
oil on panel
57.2 x 43.8cm (22 1/2 x 17 1/4in).

£50,000 - 70,000
€58,000 - 82,000
US$62,000 - 87,000

Provenance
Possibly, the Nightingale family, Yorkshire and Derbyshire, early 19th Century and thence by descent to the present owners

In its treatment, the present portrait displays the attributes that made Gheeraerts the premier painter in the late-Elizabethan and early-Jacobean court: beautiful drawing, soft modelling and a skilful manipulation of paint to mimic the texture and properties of various surfaces and materials. It was not unusual for Gheeraerts to depict his portraits in a similar brown feigned oval, such as his portrait of Catherine Killigrew, in the Yale center for British Art, and his celebrated portrait of Queen Anne of Denmark’s jester, Tom Derry, which is in the National Portrait Gallery in Edinburgh.

It was only during the period between circa 1615 and 1620 that it was fashionable to dye lace yellow, as seen in the present portrait and, for example in the Portrait of Thomas Pope by William Larkin that was sold in these rooms on 5 July 2017, lot 45 (fig.1). The sitter is wearing a necklace of what may be coral beads, which were worn by children to protect them from misfortune. Gheeraerts had lost but two of his six known children and was known for the ‘sweet melancholy’ of his paintings: there is a charming portrait of a boy aged two by Gheeraerts at Compton Verney. While the cat could indicate a variety of attributes, in this instance it was most likely intended to symbolise calm domesticity and comfort.

fig. 1 William Larkin, Portrait of Thomas Pope, private collection, UK / image courtesy of Bonhams

70
MARIO NUZZI, CALLED MARIO DE' FIORI
(ROME CIRCA 1603-1673)
A still life of chrysanthemums, irises, tulips and other flowers in a bronze urn
oil on canvas
100.5 x 73.7cm (39 9/16 x 29in).

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

This impressive vase of flowers is on a scale used by Mario Nuzzi as a standard for his largest works depicting single vases. One of the most sizeable groups of still lifes by the artist is recorded in the Mansi Collection, Lucca, with eleven works listed in an inventory of 1682. Eight of these were on a larger scale, of the same dimensions of the present works, two were smaller and one was much smaller and on crystal (see: U. Bocchi and G. Bocchi, *Pittori di natura morta a Roma. Artisti Italiani 1630-1750*, Casalmaggiore 2005, pp. 107-116, fig. MN 43-50.).

It is possible that the present work also formed part of a large series. Given the prominence of the crab on the vase, it may be that it was in a group depicting the signs of the zodiac.

71
JORIS VAN SON (ANTWERP 1623-1667)
Peaches, grapes and plums with a *wanli kraak* bowl on a draped tabletop
signed ‘J.V.SON’ (on ledge, lower left)
oil on panel
30.2 x 22.8cm (11 7/8 x 9in).

£6,000 - 8,000
€7,000 - 9,300
US$7,500 - 10,000

Provenance
Private Collection, UK

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.

Property from a Distinguished International Collector

Lots 8, 18, 38, 48, 54, 67, 72

72
CLAUDE LOUIS CHÂTELET (PARIS 1753-1794)
A view of the *Cascata delle Mamore*, near Terni, with elegant figures in the foreground; and the Grand Cascade, Terni with fishermen in the foreground
a pair, oil on canvas
82.7 x 55.2cm (32 1/2 x 21 11/16in). (2)

£40,000 - 60,000
€47,000 - 70,000
US$50,000 - 75,000

Provenance
Private Collection, Paris since the 19th Century until offered
Sale, Sotheby's, Monaco, 21-22 June 1991, lot 149, where purchased by
Private Collection, until offered
Sale, Sotheby's, London, 9 December 2010, lot 221, where purchased by the present owner

Cascata delle Marmore, outside of Terni was created by the Romans in 271BC and is still the tallest manmade waterfall in Europe at 650 feet. These falls were a popular subject for artists visiting Rome and in the 18th century were also painted by Orrizonte, Thomas Patch, Jacob Hackert and Carlo Labruzzi.

Châtelet repeated this composition, with the same arrangement of figures, on several occasions, including a slightly larger pair, oil on paper laid down on canvas, 93 x 62.2cm, offered at Sotheby's, London on 10 December 2015, lot 190. In the lower left corner of one of the present works is a group of elegant figures enjoying a picnic. On the ground next to them lies an artist's portfolio which may suggest that Chatelet himself was in the group (see: *French Paintings of the Eighteenth Century*, exh. cat., Paris, 1983, pp. 70-71, cat. no. 26).

Property from a Distinguished European Collector

Lots 49 & 73

73 * TP

WORKSHOP OF JAN BRUEGHEL THE YOUNGER (ANTWERP 1601-1678)

An extensive floral still life with lilies, tulips, irises, forget-me-nots and other flowers in a bronze vase
oil on panel
106 x 68.8cm (41 3/4 x 27 1/16in).

£60,000 - 80,000
€70,000 - 93,000
US$75,000 - 100,000

Provenance

With Galerie de Jonckheere, Paris, 1996, where purchased by the present owner's family (as Andries Daniels)

It is not clear what prompted Jan Brueghel the Elder to pursue flower painting in the early years of the 17th Century, along with his contemporaries Ambrosius Bosschaert the Elder in Middleburg and Roeland Savery in Prague. One of his most long-standing patrons, Cardinal Federico Borromeo in Milan, very likely purchased one of his earliest works, the copper painting dated 1606, now in the Ambrosiana, Milan (inv. no. 66); one of the earliest documented paintings of this type. Correspondence between the two reveals that his artistic ambition was to depict not just the beauty but also the rarity of nature, he notes how we went to Brussels specifically to find flowers that were unavailable in Antwerp and that the flower still life he was working on was notable 'as much for naturalness as for the beauty and rarity of various flowers, some are unknown and little seen in this area; for this, I have been to Brussels in order to depict some few flowers from nature that are not found in Antwerp'[1]. On completion of the 1606 still life, Brueghel was definitely aware that he was embarking on a brand-new genre when he writes 'I certainly do not think I have ever made a similar painting'[2].

Brueghel's fascination and delight in the depiction of the natural world also underpinned the *Kunst- und Wunderkammern* so popular in the late 16th and 17th Centuries. In the richness and beauty depicted, they reflected the glory of God, whether in the natural world or of the intermediary, the artist. Flower still lifes went on to enjoy great popularity throughout Europe in the 17th Century and, having established it as a new *genre*, Brueghel's son and workshop went on to produce many works of this type to meet the high demand. One other such example of this type can be found in the *An extensive bouquet of mixed spring and summer flowers in a wooden tub beside a squirrel* offered in these rooms (4 July 2018, lot 62). The unusually large size of the present work is comparable to the most ambitious and monumental productions of Jan Brueghel the Younger's workshop, such as the *Still life of flowers in a sculpted vase*, on panel, 123.2 x 94 cm., which was offered at Christie's (10 December, 2012, lot 20).

Notes

[1] 'tanta per la naturalezza come anco della bellezza et rarita de vario fiori in questa parto alcuni inconita et non piu visto: per quella io son stata a Brussella per ritrare alcuni fiori del natural, che non si trove in Anversa'. See. G. Crivelli, *Giovanni Brueghel pittor fiammingo, o Sue lettere e quadretti esistenti presso l'Ambrosiana*, Milan, 1868, p. 63.
[2] 'credo per certo che io non habio mai fatto un quadro simili' (op. cit., p. 64)

'as much for naturalness as for the beauty and rarity of various flowers'

OTHER PROPERTIES

74
PIETRO FABRIS (NAPLES CIRCA 1740-1792)
Tarantella at the Palazzo Donn'Anna with Vesuvius in the background
oil on canvas
39.4 x 73.3cm (15 1/2 x 28 7/8in).

£25,000 - 35,000
€29,000 - 41,000
US$31,000 - 44,000

Provenance
Sale, Christie's, Milan, 28 November 2007, lot 23

The dancing figures in the centre of the present composition appear in another work by Pietro Fabris, in a private collection, Naples (see N. Spinosa, *'All'ombra del Vesuvio, Napoli nella veduta europea dal Quattrocento all'Ottocento*, Naples, 1990, p. 383, ill., fig. p. 231).

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.

75
WILLIAM HOARE OF BATH
(NEAR EYE, SUFFOLK 1707-1792 BATH)
Portrait of Lt. Col. William Egerton, half-length, in military uniform
oil on canvas
75.2 x 62.9cm (29 5/8 x 24 3/4in).

£5,000 - 7,000
€5,800 - 8,200
US$6,200 - 8,700

Provenance
By descent through the sitter's family

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.

76
FRANCIS SWAINE (LONDON CIRCA 1720-1782)
Shipping in calm waters, a flagship firing a salute; and Shipping in calm waters, with a jetty in the foreground
the former signed 'F.Swaine' (on spar, lower right) and the latter signed 'F.Swaine' (on spar, lower left)
a pair, oil on copper
12.7 x 15.3cm (5 x 6in). (2)

£5,000 - 7,000
€5,800 - 8,200
US$6,200 - 8,700

Provenance
With St. James's Galleries Ltd, London (according to labels on the reverse)
Sale, Phillips, London, 20 June 1995, lot 21a
Private Collection, UK, 1996 until offered
Sale, Christie's, London, 22 November 2006, lot 60
With Rafael Valls, London, where purchased by the present owner

77
JEAN-LOUIS ANDRÉ THÉODORE GÉRICAULT (ROUEN 1791-1824 PARIS)
Study for the race of the Barberi horses
pencil on paper
20.9 x 27.1cm (8 1/4 x 10 11/16in).

£6,000 - 8,000
€7,000 - 9,300
US$7,500 - 10,000

Provenance
Collection of Aimé-Charles-Horace His de la Salle (1795-1878), Paris (L. 1333)
Probably his sale, Christie's, London, 27 November 1880, lot 21
Unidentified collector's mark, formerly said to be Philippe Huart (d. 1869)(L. 2084)
Collection of Dr Alfred Scharf (1900-1965) and thence by descent to the present owner

The present study is one of many by Gericault for his unrealised, large-scale painting *The Race of the Riderless Horses*. He travelled to Italy in 1816-17 and whilst in Rome witnessed the race of the Barberi horses, an annual event marking Carnival in which riderless horses competed with each other in a race along via del Corso. The surviving studies point to an intended composition that was clearly informed by classical bass-reliefs such as the Parthenon frieze; the current drawing reflects the muscularity and energy that can be seen in those sculptures, with two men trying to restrain the rearing horse before the start of the race.

When the present work was offered for sale in 1995 (Sotheby's, London, 10 July 1995, lot 169, unsold), Prof. Lorenz Eitner confirmed the attribution to Gericault. We are grateful to Philippe Grunchec for confirming the attribution to Gericault upon physical inspection.

Dr Alfred Scharf was an art historian, collector & art dealer who emigrated from Berlin to London in 1933, and he remained there for the rest of his life.

78

JEAN-LOUIS ANDRÉ THÉODORE GÉRICAULT (ROUEN 1791-1824 PARIS)

Study of a wagon drawn by six horses
pencil on paper
19.4 x 40.1cm (7 5/8 x 15 13/16in).

£3,000 - 5,000
€3,500 - 5,800
US$3,700 - 6,200

Provenance

Collection of Marquis de Valori (1820-1883), Paris (L. 2500)
His sale, Hôtel Drouot, Paris, 13-14 February 1908
With Galerie M. Gobin, 1935 until at least 1953
(see exhibition catalogue)
Collection of Dr Alfred Scharf (1900-1965) and thence by descent to the present owner

Exhibited

Winterthur, Kunstmuseum, *Théodore Géricault, 1791–1824*, 30 August - 8 November 1953, cat. no. 130 (lent by M. Gobin)

We are grateful to Philippe Grunchec for confirming the attribution to Gericault upon physical inspection.

Dr Alfred Scharf was an art historian, collector and art dealer who emigrated from Berlin to London in 1933, and he remained there for the rest of his life.

79

JOHN SELL COTMAN (NORWICH 1782-1842 LONDON)
Ely Cathedral, from the South West, circa 1804
signed 'JS Cotman' (lower left)
watercolour on paper
25.6 x 41.6cm (10 1/16 x 16 3/8in).

£7,000 - 10,000
€8,200 - 12,000
US$8,700 - 12,000

Provenance
With Walker's Galleries, London, by 1940
Sale, Christie's, London, 3 March 1970, lot 90 (bt Fine Art Society, 650 gns)
With The Fine Art Society, April 1978 from whom purchased by the present owner's father (for £2550)
Private Collection, UK

Literature
T. McGreevy, 'In the World's Art Centres: London, ' *The Studio,* March 1940

This watercolour was known to Cotman scholars from a photograph in the Witt Library, but its whereabouts were a mystery until it recently came to light. It is based on a drawing of 1804 now in the collection of the Leeds City Art Gallery (see: Cotmania.org/works-of-art/209575). Cotman has painted Ely cathedral seen from the south west on a point along the Cambridge road, and to its left is the spire of Saint Mary's church. Writing to his friend and patron Dawson Turner on 18 August 1804 about his trip to Croyland and Peterborough Cotman said: 'I visited Ely from Cambridge. The day was bad, but the Minster is superb, very superior to Peterborough, in my opinion, as to grotesque beauty. I saw it during my getting completely wet, though to great advantage - lighted up by the last rays of the sun and a violent thunderstorm passing over. The lightning seemed to dart immediately upon the Roof' (see: S.D. Kitson, *The Life of John Sell Cotman*, 1982, p. 72). Despite these dramatic weather conditions the related pencil drawing is simply inscribed at the top, 'high cloud, sky greyish'.

80

JOSEPH MALLORD WILLIAM TURNER RA (LONDON 1775-1851)
East Cliff Lodge, Ramsgate, the seat of Lord Keith
signed ‘Turner’ (twice, lower left)
pencil and watercolour
31.1 x 40.8cm (12 1/4 x 16 1/16in).

£30,000 - 50,000
€35,000 - 58,000
US$37,000 - 62,000

Provenance
Collection of Revd. W. Covington
Sale, Christie’s, London, 18 May 1885, lot 169 (bt. Thomas £16.16.0)
Private Collection, UK, since 1972

Literature
A. Wilton, *The Life and Work of J.M.W. Turner*, London, 1985, p. 337, no. 327, ill. (originally catalogued in the 1979 edition as ‘A castellated building,’ but updated in the 1985 edition to note that the building is East Cliff Lodge)

Andrew Wilton dates this watercolour to 1796-7. It is one of a number of architectural watercolours painted by Turner between 1796 and 1799 which include several gothic buildings, amongst which is a group related to Fonthill commissioned by James Wyatt (1746-1813). A view of East Cliff Lodge from the other side, once attributed to Turner, is in the collection of the Victoria & Albert Museum (Dyce 963) but is now thought to be the work of Edward Hawke Locker (1777-1849). That side of the house is also recorded in an engraving of 1805 by W. Cooke for *Beauties of England* and is titled 'The Seat of Lord Keith'.

East Cliff Lodge was designed by the architect Charles Boncey of Margate for Benjamin Bond Hopkins and is thought to have been completed by 1794. In the gothic revival style, the imposing house with its crenelated roofline was built around a central courtyard and had two towers on the main front surmounted by spires, one bearing a clock and weather vane, the other capped with a weather vane linked to a compass rose. The 24 acre estate also included stables, a laundry, a kitchen garden and arable land, as well as a lawn extending down to the cliff top from the seaward side of the main house.

Owners in the early years included Nathaniel Jeffreys, James Symonds, James Strange and Lord Keith. George Elphinstone, 1st Viscount Keith (1764-1823) was a Scottish-born naval officer who served in the American Revolutionary War and the Napoleonic wars; he was made Admiral of the Red and was raised to the baronetcy in 1797. As Commander in Chief of the North Sea Squadron at the time he was living at East Cliff Lodge, he had an excellent view of the Downs anchorage and even had direct access to his gig at the water's edge via a tunnel which he had constructed through the limestone cliff. After his tenure, the house was leased in 1815 to Marquis Wellesley, brother of the Duke of Wellington, before being sold to Moses Haim Montefiore (1784-1885), a British financier, banker, activist, philanthropist, Sheriff of London, Fellow of the Royal Society, President of the Board of Deputies of British Jews and a key figure in British Jewish history; he was knighted in 1837.

Montefiore married Judith Barent Cohen in 1812 and the couple visited Ramsgate on their honeymoon. Judith was multi-lingual, widely travelled and a committed Jew and the two of them supported Jewish communities and charitable causes in Britain and Israel throughout their life together. Some years after their marriage they rented the Lodge for a year before deciding to buy it in 1831; they were to spend the rest of their lives there. During this time they added to the complex, commissioning a cousin, David Mocatta, to design a private synagogue for the grounds. The couple were famously devoted to each other and following Judith's death in 1862 her husband built a mausoleum where they now both lie, based on the design of the legendary Tomb of Rachel outside Jerusalem which Judith had visited. Sir Moses founded the Lady Judith Montefiore College in her name, a Jewish theological college adjoining the family estate. While most of the Lodge was demolished in 1954, a small portion of it was incorporated into the King George VI Memorial Park; the mausoleum, synagogue and college still remain.

East Cliff Lodge

81 *
SALOMON VAN RUYSDAEL
(NAARDEN CIRCA 1602-1670 HAARLEM)
A river landscape, with figures in boats casting a fishing net
signed and dated 'S.VR/ 1635' (lower left, the V and R in ligature)
oil on panel, *tondo*
38.2cm (15 1/16in). diameter

£20,000 - 30,000
€23,000 - 35,000
US$25,000 - 37,000

Provenance
Sale, Brussels, 17 May 1923, lot 87
With P. de Boer, Amsterdam
With Dr. H Schäffer, Berlin
Possibly, Private Collection, Hamburg
Sale, Galerie Commeter, Hamburg, 27 April 1940, lot 30
(vendor, 'Lmck', not indicated as 'nichtarischem Besitz')
With Kunsthaus Malmedé, Cologne, 1940
(according to an RKD mount)
Sale, Charpentier, Paris, 3 December 1959, lot 23
Sale, Tajan, Paris, 24 June 2004, lot 26

Literature
W. Stechow, *Salomon van Ruysdael*, Berlin, 1938, p. 79, no. 78
W. Stechow, *Salomon van Ruysdael*, Berlin, 1975, p. 79, no. 78

Note on the provenance
Exhaustive research has failed to yield any record of this painting other than as stated in the provenance. It does not appear on any list of missing works sought for restitution, nor to the best of our knowledge could it be confused with any such work.

82
ANTWERP SCHOOL, EARLY 17TH CENTURY
The Triumph of David
oil on panel
44.2 x 73.8cm (17 3/8 x 29 1/16in).

£8,000 - 12,000
€9,300 - 14,000
US$10,000 - 15,000

NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, and to all persons participating in the auction process including auction attendees, *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as *"Bidders"* or "you". Our List of Definitions and Glossary is incorporated into this *Notice to Bidders*. It is at Appendix 3 at the back of the *Catalogue.* Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.
IMPORTANT: Additional information applicable to the *Sale* may be set out in the *Catalogue* for the *Sale*, in an insert in the *Catalogue* and/or in a notice displayed at the *Sale* venue and you should read them as well. Announcements affecting the *Sale* may also be given out orally before and during the *Sale* without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

1. OUR ROLE

In its role as *Auctioneer* of *Lots, Bonhams* acts solely for and in the interests of the *Seller*. *Bonhams'* job is to sell the *Lot* at the highest price obtainable at the *Sale* to a *Bidder. Bonhams* does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders.* When it or its staff make statements about a *Lot* or, if *Bonhams* provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot. Bidders* and *Buyer*s 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 you as 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,* and 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. A photograph or illustration may not reflect an accurate reproduction of the colour(s) or true condition 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 items or parts are sold for their artistic, historic or cultural interest and 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.** Prices depend upon bidding and lots can sell for *Hammer Prices* below and above the *Estimates*, so *Estimates* 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 *Bonhams* for a *Condition Report* on the *Lot's* general physical condition. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. As this is offered additionally and without 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. The *Condition Report* represents *Bonhams'* reasonable opinion as to the *Lot's* general condition in the terms stated in the particular report, and *Bonhams* does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* 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.

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

*Description*s and *Estimate*s 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 reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales,* 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 is put up for *Sale*. We have complete discretion in which 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 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

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.
If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact.
We may also request a financial reference and /or deposit from you before allowing you to bid.
We *reserve* the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams'* reputation.

Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a Registration and Bidding 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, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and 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 offered at no additional charge 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*, once you have pre-registered to bid or have updated your existing registration details recently. 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 *Reserve*s 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

In order to bid online in a Sale, you must be 18 or over and you must register to bid via the Bonhams App or www.bonhams.com. Once you have registered, you should keep your account details strictly confidential and not permit any third party to access your account on your behalf or otherwise. You will be liable for any and all bids made via your account. Please note payment must be made from a bank account in the name of the registered bidder.
Individuals: Enter your full name, email, residential address, date of birth and nationality and provide a valid credit card in your name which will be verified via Stripe before you are able to bid. If your credit card fails verification, you will not be permitted to bid and you should contact Client Services for assistance. We may in addition request a financial reference and/or deposit from you prior to letting you bid. If you are bidding as agent on behalf of another party, you agree: (i) to disclose this fact to Client Services; (ii) to provide such information as we require to enable us to complete our identification and anti-money laundering checks on that third party; and (ii) where your bid is successful, you are jointly and severally liable with that other party for the full amounts owing for the successful bid. Where you are the successful bidder for any lot with a hammer price equal to or in excess of £5,000/$10,000/ HKD50,000/AUS$10,000 depending on the jurisdiction and currency of the Sale, and if you have not provided such documents previously, you will be required to upload or provide to Client Services your Government issued photo ID and (if not on the ID) proof of your

address before the lot can be released to you. We reserve the right to request ID documentation from any bidder or successful buyer regardless of these thresholds and to refuse to release any purchased lot until such documentation is provided.
Companies: You must select the option to set up a business account and then provide your full name, email, residential address, date of birth and the full name of the company. You must provide a credit card for verification either in your name or the name of the company but payment must be made from an account in the company's name. If your credit card fails verification, you will not be permitted to bid and please contact Client Services for assistance. We may in addition require a bank reference or deposit prior to letting you bid. For all successful bids, we require the company's Certificate of Incorporation or equivalent documentation confirming the company's name and registered address, documentary proof of each beneficial owner owning 25% or more of the company, and proof of your authority to transact before the lot can be released to you.
We reserve the right to request any further information from any bidder that we may require in order to carry out any identification, anti-money laundering or anti-terrorism financing checks conducted by us. We may at our discretion postpone or cancel your registration, not permit you to bid and/or postpone or cancel completion of any purchase you may make.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the *Sale*. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the *Buyer*, which are contained in paragraph 3 of the *Buyer's Agreement,* set out at Appendix 2 at the back of the *Catalogue.*

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) 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. 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.
Bonhams undertakes Customer Due Diligence (CDD) into its *Sellers* and *Buyers* as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). Bonhams' interpretation of the Regulations and Treasury Approved industry Guidance is that CDD under the Regulations is not required by *Buyers* into *Sellers* at Bonhams auctions or *vice versa*.

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* including the warranties as to your status and source of funds. 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*. It is your responsibility to ensure you are aware of the up to date terms of the *Buyer's Agreement* for this *Sale*.

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:

28% of the *Hammer Price* on the first £40,000; plus
27% of the *Hammer Price* from £40,001 and up to £800,000; plus
21% of the *Hammer Price* from £800,001 and up to £4,500,000; plus
14.5% of the *Hammer Price* above £4,500,000

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*).

Hammer Price	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 UK: *VAT* is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the UK: *VAT* is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-UK address, decides that the item is not to be exported from the UK, 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 *Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Account* details are as follows:

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

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

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

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

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

Debit cards issued in the name of the *Buyer* (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. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid by other means.

Credit cards issued in the name of the *Buyer* (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.
We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any *Lot* at our discretion while we complete our investigations, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams*, or would be detrimental to *Bonhams'* reputation.

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 licensing 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 UK. These regulations may be found at:
https://www.gov.uk/guidance/apply-for-cites-permits-and-certificates-to-trade-endangered-species#how-to-apply or may be requested from:
Enquiries: wildlife.licensing@apha.gov.uk
Applications: CITESapplication@apha.gov.uk
Address: UK CITES Management Authority
Centre for International Trade
Horizon House, Deanery Road, Bristol BS1 5AH
The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any *Sale*, nor allow any delay in making full payment for the *Lot*.

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.

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements

Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

Y This lot contains one or more regulated plant or animal species and is subject to CITES regulations. It is the buyer's responsibility to investigate such regulations and to obtain any necessary import or export certificates. A buyer's inability to obtain such certificates cannot justify a delay in payment or cancellation of a sale.

TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.

W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.

Δ Wines lying in Bond.

AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.

○ The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.

▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.

Φ This lot contains elephant ivory and is therefore subject to both CITES regulations and the UK Ivory Act 2018. It has been registered or has an exemption certificate allowing it to be offered for sale and sold under the provisions of the Ivory Act 2018. Property containing African elephant ivory cannot be imported to the USA. The EU and the UK have in place wide-ranging restrictions on dealing with property containing elephant ivory, including restrictions on import and/or export. It is a buyer's responsibility to obtain any export or import licences, certifications and any other required documentation, where applicable. Bonhams is not able to assist buyers with the shipment of any lots containing elephant ivory into the US, the UK or the EU. A buyer's inability to export or import these lots cannot justify a delay in payment or cancellation of a sale.

•, †, *, 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

BUYERS SALE CONTRACT WITH SELLER

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 on Bonhams' website, 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,* it's 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 and the relevant terms for *Bidders* and *Buyers* in the *Notice to Bidders* 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 WARRANTIES AND 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 items consigned for sale by the *Seller* are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;

2.1.6 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* or on the Bonhams website, 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.*

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 any part of the *Entry* in the *Catalogue* which is not printed in bold letters, the remainder of which *Entry* 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 *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 after 7 days from the day upon which it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot,* or upon collection of the *Lot* if earlier. 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* beyond 7 days from the day of 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: (i) 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*, and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.

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 in full 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: (i) *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* and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.

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 should note that *Bonhams* has reserved the right not to release the *Lot* to you until its investigations under paragraph 3.11 of the *Buyers' Agreement* set out in Appendix 2 have been completed to *Bonhams'* satisfaction.

7.4 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.

7.5 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*.

7.6 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

8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale*, the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):

8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;

8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;

8.1.3 to retain possession of the *Lot*;

8.1.4 to remove and store the *Lot* at your expense;

8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;

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;

8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;

8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;

8.1.9 to retain possession of, and on three months' written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such *Sale* in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and

8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* 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 *Seller* or to *Bonhams* by you.

8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* 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 *Seller* becomes liable to pay the same until payment by you.

8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

9 THE SELLER'S LIABILITY

9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.

9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.

9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,

9.3.1 the *Seller* 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 *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue,* or on the *Website,* or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale;*

9.3.2 the *Seller* will not be liable for any loss of *Business, Business* profits or revenue or income or for loss of reputation or for disruption to *Business* or wasted time on the part of the *Buyer* or of the *Buyer's* 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;

9.3.3 in any circumstances where the *Seller* is liable to you in respect of the *Lot*, 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 *Seller's* 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* 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.

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 *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* 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 MISCELLANEOUS

10.1 You may not assign either the benefit or burden of the *Contract for Sale*.

10.2 The *Seller's* failure or delay in enforcing or exercising any power or right under the *Contract for Sale* 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 *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.

10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* 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.

10.4 Any notice or other communication to be given under the *Contract for Sale* 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 *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding 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.

10.5 If any term or any part of any term of the *Contract for Sale* 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.

10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents and to any subsidiary of Bonhams Holdings Limited and to its officers, employees and agents.

10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.

10.8 In the *Contract for Sale* "including" means "including, without limitation".

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.

10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.

10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.

10.12 Where the *Contract for Sale* confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the *Seller*, it will also operate in favour and for the benefit of *Bonhams, 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.

11 GOVERNING LAW

All transactions to which the *Contract for Sale* 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 place and the *Seller* and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the *Seller* 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.

APPENDIX 2

BUYER'S AGREEMENT WITH BONHAMS

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* and following completion of our enquiries pursuant to paragraph 3.11;

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 AND BUYER WARRANTIES

3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:

3.1.1 the *Purchase Price* for the *Lot*;

3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and

3.1.3 if the *Lot* is marked [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with *VAT* on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.

3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.

3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.

3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to *VAT* at the appropriate rate and *VAT* will be payable by you on all such sums.

3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and *VAT* and any interest earned and/or incurred until payment to the *Seller*.

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

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

3.8 You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:

3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Departure of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or

3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan, Russia, and Syria); and further

3.8.3 that the property you purchase will not be transferred to or used in a country in contravention of any Sanctions administered or enforced by the U.S, the United Nations Security Council, the European Union or Her Majesty's Treasury or any other relevant Sanctions authority.

3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.

3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:

3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;

3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;

3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;

3.10.4 items purchased by you and your Principal through Bonhams are not being transferred to or used in a country in contravention of any Sanctions administered or enforced by the U.S, the United Nations Security Council, the European Union or Her Majesty's Treasury or any other relevant Sanctions authority, or purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and

3.10.5 that you consent to *Bonhams* relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.

3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the *Seller*, to our satisfaction at our discretion, we shall be entitled to retain *Lots* and/or proceeds of *Sale*, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.

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, and once we have completed our investigations under paragraph 3.11, 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 in this instance 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 3, 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 Title (ownership) in the *Lot* passes to you (i) on payment of the *Purchase Price* to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.

6.2 Please note however, that under the *Contract for Sale*, the **risk in the *Lot* passes to you after 7 days from the day upon which it is knocked down to you or upon collection** of the *Lot* if earlier, and 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

7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):

7.1.1 to terminate this agreement immediately for your breach of contract;

7.1.2 to retain possession of the *Lot*;

7.1.3 to remove, and/or store the *Lot* at your expense;

7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;

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;

7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) 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 *Lot* or part thereof;

7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;

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 *Sale*) until all sums due to us have been paid in full;

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;

7.1.10 on three months' written notice to sell, *Without Reserve*, 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 *Sale*) and to apply any monies due to you as a result of such *Sale* in payment or part payment of any amounts owed to us;

7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.

7.1.12 having made reasonable efforts to inform you, to release your name and address to the *Seller*, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.

7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (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.

7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:

8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or

8.1.2 deliver the *Lot* to a person other than you; and/or

8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or

8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.

8.2 The discretion referred to in paragraph 8.1:

8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and

8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.

9.2 Paragraph 9 applies only if:

9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and

9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and

9.2.3 within one month after such notification has been given, 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 *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

9.3 Paragraph 9 will not apply in respect of a *Forgery* if:

9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* 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

9.3.2 it can be established that the *Lot* is a *Forgery* 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.

9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.

9.5 If we are satisfied that a *Lot* is a *Forgery* 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, 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 *Purchase Price*, *Buyer's Premium*, *VAT* and *Expenses* paid by you in respect of the *Lot*.

9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph 9 will cease.

9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamp*s or a *Book* or *Book*s.

10 OUR LIABILITY

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 *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.

10.2 Our duty to you while the *Lot* 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 *Lot* or to other persons or things caused by:

10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

10.2.2 changes in atmospheric pressure; nor will we be liable for:

10.2.3 damage to tension stringed musical instruments; or

10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* 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.

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 (including without limitation governmental intervention, industrial action, insurrection, warfare (declared or undeclared), terrorism, power failure, epidemic or natural disaster) 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

"Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid.

"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" Any person considering, attempting or making a Bid, including those who have 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 *Lot*s to be offered for *Sale* by *Bonhams*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

"warranty": a legal assurance or promise, upon which the person to whom the warranty was given has the right to rely.

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

(1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.

(2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-

- (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
- (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

(3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.

(4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.

(5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:

- (a) the seller;
- (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
- (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.

(5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

Registration and Bidding Form

(Attendee / Absentee / Telephone Bidding)
Please circle your bidding method above.

Paddle number (for office use only)

Bonhams

The Sale, including all bidding and buying, is governed by Bonhams' Conditions of Sale. You should read the Conditions and any Sales Information prior to bidding and ensure you understand the charges payable on any purchase you make. The Conditions also set out certain undertakings by bidders and buyers and limits Bonhams' liability to you. Please note an invoice for a purchased lot will be made out in the name as shown on this form and payment will only be accepted from an account in that name (or the name of the company if the bid is on behalf of that company).

Data protection
Where we obtain any personal information about you when you register or bid with us, we shall only use it in accordance with the terms of our Privacy Policy. A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from info@bonhams.com.

We may from time to time provide you with information about goods and services that we believe may interest you, based on your previous interactions with us. You can opt out of receiving these communications at any time. If you do not want to receive such communications, please tick this box ☐

Notice to Bidders.
At least 24 hours prior to the Sale, you must provide government issued photo ID, e.g., a passport or driving licence and - if not included on the ID document - proof of address, e.g., a current utility bill, or bank/credit card statement. Corporate clients must also provide their company registration documents, documentary proof of beneficial owners owning 25% or more of the company and confirmation of the named individual's authority to act. Failure to provide these documents may result in your bids not being processed. Clients who are not able to provide documents prior to Sale may opt to bid online using our credit card verification option. Please note we reserve the right to request a bank reference or deposit.

If successful
I will collect the purchases myself ☐

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

Sale title:	Old Masters Paintings	Sale date:	5 July 2023
Sale no.	28250	Sale venue:	New Bond Street, London

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

General Bid Increments:

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

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

Customer Number	Title
First Name	Last Name
Company name (if applicable)	
Company Registration number (if applicable)	
Address	
	City
Post / Zip code	County / State
Telephone (mobile)	Country
Telephone (landline)	
E-mail (in capitals)	

Please answer all questions below

1. ID supplied: Government issued ID ☐ and (if the ID does not confirm your address) ☐ current utility bill/ bank statement. If a company, please provide the Certificate of Incorporation, your ID (as above) (plus, if not a director, a letter authorising you to act), and documentary evidence of the company's beneficial owners

2. Are you representing the Bidder? ☐ If yes, please complete question 3.

3. Bidder's name, address and contact details (phone and email):
Bidder's ID: Government issued ID ☐ and (if the ID does not confirm their address) ☐ current utility bill/bank statement

Are you acting in a business capacity? Yes ☐ No ☐

If registered for VAT in the EU please enter your registration here: ☐☐ / ☐☐☐ - ☐☐☐☐ - ☐☐

Please note that all telephone calls may be recorded.

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

FOR WINE SALES ONLY	
Please leave lots "available under bond" in bond ☐	Please include delivery charges (minimum charge of £20 + VAT) ☐

BY SIGNING THIS FORM, YOU CONFIRM THAT YOU HAVE REVIEWED THE CATALOGUING FOR THE ABOVE LOTS, YOU AGREE TO THE CONDITIONS OF SALE INCLUDING THE WARRANTIES LISTED THEREIN, AND AGREE TO PAY THE APPLICABLE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES DUE. THIS AFFECTS YOUR LEGAL RIGHTS.

Bidder/Agent's (please delete one) signature:	Date:

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

Please email or post the completed Auction Registration form and requested information to:
Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447, bids@bonhams.com

Index

Bonhams
101 New Bond Street
London, W1S 1SR

+44 (0) 20 7447 7447
bonhams.com

AUCTIONEERS SINCE 1793