



# Old Master Paintings

Wednesday 5 December 2012, at 2pm  
New Bond Street, London



# Old Master Paintings

Wednesday 5 December 2012, at 2pm  
New Bond Street, London

## Bonhams

101 New Bond Street  
London W1S 1SR  
[www.bonhams.com](http://www.bonhams.com)

## Viewing

Sunday 2 Dec 2012  
11am to 3pm  
Monday 3 Dec 2012  
9am to 4.30pm  
Tuesday 4 Dec 2012  
9am to 4.30pm  
Wednesday 5 Dec 2012  
9am to 12pm

**Sale number:** 20030

**Catalogue:** £25

## Bids

+44 (0) 20 7447 7448  
+44 (0) 20 7447 7401 fax  
To bid via the internet please  
visit [www.bonhams.com](http://www.bonhams.com)

Please note that bids should be submitted no later than 24 hours before the sale. New bidders must also provide proof of identity when submitting bids. Failure to do this may result in your bids not being processed.

## Live online bidding is available for this sale

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

## Enquiries

+44 (0) 20 7468 8307  
[oldmasters@bonhams.com](mailto:oldmasters@bonhams.com)

## Specialists

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

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

Carlotta Mascherpa  
+44 (0) 20 7468 8307  
[carlotta.mascherpa@bonhams.com](mailto:carlotta.mascherpa@bonhams.com)

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

## International Director

David Dallas  
+44 (0) 20 7468 8336  
[david.dallas@bonhams.com](mailto:david.dallas@bonhams.com)

## Consultant

Brian Koetser

## Global Director, Picture Sales

Jonathan Horwich  
+44 (0) 20 7468 8280  
[jonathan.horwich@bonhams.com](mailto:jonathan.horwich@bonhams.com)

## Customer Services

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

Please see back of catalogue  
for important notice to bidders

## Illustrations

Front cover: 103  
Back cover: 55  
Inside front cover: 40 (one of a pair)  
Inside back cover: 40 (one of a pair)

Bonhams 1793 Limited  
Registered No. 4326560  
Registered Office: Montpelier Galleries  
Montpelier Street,  
London SW7 1HH  
+44 (0) 20 7393 3900  
+44 (0) 20 7393 3905 fax

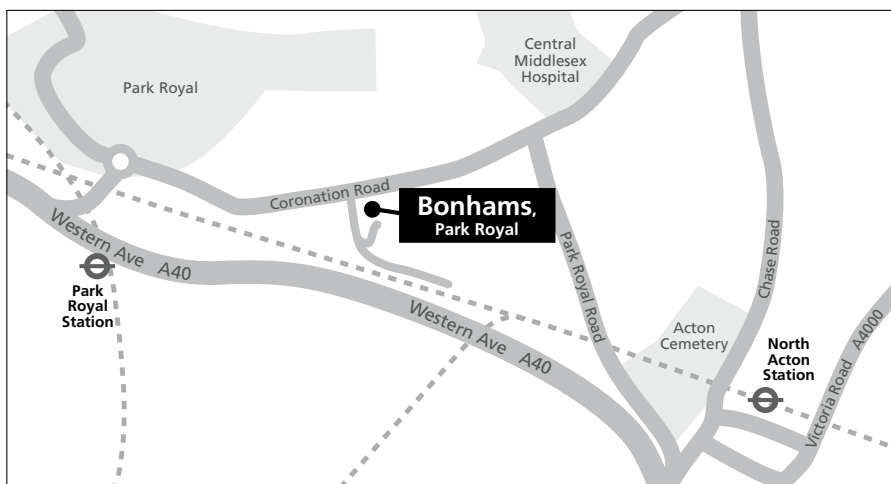
**Bonhams 1793 Ltd Directors**  
Robert Brooks Chairman, Colin Sheaf Deputy Chairman,  
Malcolm Barber Group Managing Director,  
Matthew Girling CEO UK and Europe,  
Geoffrey Davies, Jonathan Horwich, James Knight,  
Patrick Meade, Caroline Oliphant, Hugh Watchorn.

**Bonhams UK Ltd Directors**  
Colin Sheaf Chairman, Jonathan Baddeley, Antony Bennett,  
Matthew Bradbury, Harvey Cammell, Simon Cottle,  
Andrew Currie, David Dallas, Paul Davidson, Jean Ghika,  
Charles Graham-Campbell, Miranda Grant, Robin Hereford,  
Charles Lanning, Camilla Lombardi, Fergus Lyons,  
Paul Maudsley, Gordon McFarlan, Andrew McKenzie,  
Simon Mitchell, Jeff Muse, Mike Neill, Charlie O'Brien,  
David Park, Giles Peppiatt, Peter Rees, Julian Roup,

Iain Rushbrook, John Sandon, Tim Schofield,  
Veronique Scorer, James Stratton, Roger Tappin,  
Shahin Virani, David Williams, Michael Wynnell-Mayow.



# Sale Information



## Bids

+44 (0) 20 7447 7448  
+44 (0) 20 7447 7401 fax  
To bid via the internet please visit  
[www.bonhams.com](http://www.bonhams.com)

## Payments

### Buyers

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

### Sellers

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

## Valuations, taxation & heritage

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

## Catalogue subscriptions

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

## Shipping

For information and estimates on domestic and international shipping as well as export licenses please contact Bonhams Shipping Department on:  
+44 (0) 20 8963 2849  
+44 (0) 20 8963 2850  
+44 (0) 20 7629 9673 fax  
[shipping@bonhams.com](mailto:shipping@bonhams.com)

## Collection & shipment

Sold lots marked with a special symbol **W** will be only retained at Bonhams New Bond Street until 5pm on Thursday 6 December. Lots not collected by then will be removed to Bonhams Park Royal warehouse.

The sold lots marked with a special symbol **W** will be available for collection from Bonhams warehouse as from 9.30am on Monday 10 December 2012.

Lots may be released from Bonhams warehouse on production of the collection order obtained from cashier's office at Bonhams and a form of photographic ID. If a third party is collecting on behalf of the client, the client must provide Bonhams with written authority prior to collection. The third party must present a photographic form of ID when collecting.

**All sold lots not marked W will remain in Collections at Bonhams New Bond Street for a period of not less than 14 days from the sale date. Following that all lots will be transferred to our Bonhams Park Royal warehouse. Transfer and storage charges will commence on Wednesday 9 January 2013.**

## Bonhams Warehouse Address:

Unit 1, Sovereign Park  
Coronation Road  
Park Royal, London NW10 7QP  
Tel: +44 (0) 87 0811 3867  
Hours of opening 9.30am to 4.30pm Monday to Friday

## Handling & storage charges

### Please Note

For sold lots marked with a special symbol **W** removed to Bonhams Park Royal warehouse transfer and storage charges will commence on **Wednesday 9 January 2013.**

The charges levied by Bonhams are as follows:

Paintings and Frames marked with **W**

Transfer per lot £20.00  
Daily storage per lot £3.40

All other paintings and frames

Transfer per lot £10.00  
Daily storage per lot £1.70

All the above charges are exclusive of VAT

## Handling & storage payment

All charges due Bonhams must be paid by the time of collection from Bonhams' warehouse.

### Please note:

Please note Bonhams will close for business at 1pm on Friday 21 December 2012 and reopen at 9am on Wednesday 2 January 2013.

## Payment in advance

Tel: +44 (0) 20 7447 7447  
to ascertain amount due by:  
cash, cheque with banker's card, credit card, bank draft or traveller's cheque.

## Payment at time of collection

By credit card / debit card

## Important Notice

A surcharge of 3% is applicable when using Mastercard, Visa and overseas debit cards.

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

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

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

**W** These lots will be removed to Bonhams Park Royal after the sale. Please read the sale information page for more details.

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

**AR** These lots are subject to the Artists Resale Right levy. Please refer to the information in section 7 of the Notice to Bidders at the back of the catalogue.

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



1



1

1

Prague School, circa 1630

Adam and Eve in the Garden of Eden, surrounded by swags of flowers;

and The Expulsion from the Garden, surrounded by swags of flowers

a pair, oil on copper

13 x 16cm (5 1/16 x 6 1/4in). (2)

£5,000 - 7,000

€6,200 - 8,700

US\$8,000 - 11,000

The swags of flowers are later additions, dating from circa 1700.



2

2

School of the Rhine, circa 1500

A Miracle of Saint James the Great, with demons commanded by the sorcerer Hermogenes bound by angels at the behest of Saint James and the scholar Philetus

oil on gold-ground panel

50.2 x 42cm (19 3/4 x 16 9/16in).

£7,000 - 10,000

€8,700 - 12,000

US\$11,000 - 16,000



3

3

Circle of Bartholomäus Bruyn the Elder  
(Wesel or Cologne 1493-1555 Cologne)

Portrait of a lady of the Chaulnes family, half-length, in a black dress and white bonnet, holding a carnation

inscribed 'ANNO 1533/ETATIS.SVE. 23' (upper right)

oil on panel

65 x 47cm (25 9/16 x 18 1/2in).

£4,000 - 6,000

€5,000 - 7,500

US\$6,400 - 9,600

PROVENANCE:

With E. & A. Silberman, Vienna-New York (according to label on the reverse)

The Collection of Dr. Ludwig Baldass (according to label on the reverse)

Sale, Sotheby's, London, 6 December 1995, lot 166



4

4

**Attributed to Hendrik Rietschoof (Hoorn 1687-1746 Koog)**

Dutch ships at anchor, before the dock of the Dutch East India Company in Amsterdam

oil on canvas

54.5 x 70cm (21 7/16 x 27 9/16in).

unframed

£7,000 - 10,000

€8,700 - 12,000

US\$11,000 - 16,000

**PROVENANCE:**

The Property of a Private European Collector

A similar version of the same view by Ludolf Backhuysen, dated 1696, is now in the Amsterdams Historisch Museum.

The Dutch East India Company was founded in 1602 and remained active until 1800. Formed as a combination of mercantile organisations from various cities in Holland and Zeeland, it grew to become the largest trading and transport enterprise in the world.



5

5

**Giacomo van Lint (Rome 1723-1790)**

A capriccio of a landscape in the Roman Campagna with numerous figures beside a river running between Roman ruins to the left and a Renaissance villa to the right

oil on canvas

50 x 73.5cm (19 11/16 x 28 15/16in).

£4,000 - 6,000

€5,000 - 7,500

US\$6,400 - 9,600

6

**Hubert Robert (Paris 1733-1808)**

*La Petite Cascade*

oil on canvas

68.4 x 93.1 cm (26 15/16 x 36 5/8 in).

**£20,000 - 30,000**

**€25,000 - 37,000**

**US\$32,000 - 48,000**

PROVENANCE:

Professor Thomas Bodkin

Thence by descent to the present owner

EXHIBITED:

Orangerie des Tuileries, Paris, 1933, *Hubert Robert, A l'occasion du deuxième centenaire de sa naissance*, no. 88 (lent by Professor Bodkin, Dublin)

Birmingham, City of Birmingham Museum and Art Gallery, July-September, 1953, *Works from Midland Houses*, no. 39

Professor Thomas Bodkin (1887–1961) was an Irish lawyer, art historian, art collector and curator. He was Director of the National Gallery of Ireland in Dublin from 1927 to 1935 and founding Director of the Barber Institute of Fine Arts in Birmingham from 1935 until 1952.





7

7

**Alexander Adriaenssen the Elder (Antwerp 1587-1661)**

A still life with a ham and chicken on silver plates, glasses of wine and beer, a bread roll, a peeled lemon and an earthenware jug on a table draped with a grey cloth

oil on panel

47 x 72.3cm (18 1/2 x 28 7/16in).

£8,000 - 12,000

€10,000 - 15,000

US\$13,000 - 19,000

8

**Circle of Johann Nepomuk Mayrhofer (Oberneukirchen 1764-1832 Munich)**

A still life of roses, convolvulus, tulips, honeysuckle, a passion flower and other flowers in a basket on a marble ledge; and A still life of roses, tulips, hyacinths, honeysuckle and other flowers in a basket beside strawberries and a peach

a pair, oil on copper

41 x 51cm (16 1/8 x 20 1/16in). (2)

£10,000 - 15,000

€12,000 - 19,000

US\$16,000 - 24,000



8



8



9

9

Follower of Guido da Siena (active Siena, 13th Century)

The Madonna and Child, in a shaped arch

tempera on gold-ground panel

66 x 42cm (26 x 16 9/16in).

in an integral frame

£10,000 - 15,000

€12,000 - 19,000

US\$16,000 - 24,000

PROVENANCE:

The Property of a Private European Collector



10

10  
Florentine School, 15th Century  
The Crucifixion  
tempera on gold-ground panel  
49.5 x 24cm (19 1/2 x 9 7/16in).  
£8,000 - 12,000  
€10,000 - 15,000  
US\$13,000 - 19,000



11

11

**Francis Hayman, R.A. (Exeter 1708-1776 London)**

Portrait of Elizabeth Barber, full-length, seated, in a blue dress and white cap, holding a spinning bobbin

oil on canvas

61 x 51cm (24 x 20 1/16in).

£10,000 - 15,000

€12,000 - 19,000

US\$16,000 - 24,000

**PROVENANCE:**

By descent in the sitter's family to their great-granddaughter, Miss A.M. Pewtress

Sale, Sotheby's, London, 18 November 1987, lot 35

Sale, Phillips, London, 10 July 1990, lot 45

Sale, Christie's, London, 12 April 1991, lot 18, with companion (see our lot 12)

With Agnew's, London

The sitter, the daughter of Bennett Barber of Hampton Wick, married Thomas Pewtress on 18 April 1752. She died at Northampton on 13 November 1786.



12

12

**Francis Hayman, R.A. (Exeter 1708-1776 London)**

Portrait of John Barber, full-length, in a brown coat and yellow waistcoat, standing, holding a tricorn hat, in an interior oil on canvas

61 x 43.5cm (24 x 17 1/8in).

£7,000 - 10,000

€8,700 - 12,000

US\$11,000 - 16,000

**PROVENANCE:**

By descent in the sitter's family to their great-granddaughter, Miss A.M. Pewtress

Sale, Sotheby's, London, 18 November 1987, lot 36

Sale, Christie's, London, 12 April 1991, lot 18, with companion (see our lot 11)

With Agnew's, London

The sitter, John Barber, was the son of Bennett Barber of Hampton Wick and the sister of Elizabeth (see lot 11). John was a partner in Dimsdale's Bank, according to the label on the reverse of the portrait. He was also admitted a Member of Lincoln's Inn on 6 July 1741, and made the Grand Tour, visiting Rome between 1769 and 1770. He died at Sion End.



13

13

Antwerp Mannerist, circa 1540

The Massacre of the Innocents; and The Holy Family with Saint John

oil on panel

91 x 67cm (35 13/16 x 26 3/8in). (2)

unframed

£12,000 - 18,000

€15,000 - 22,000

US\$19,000 - 29,000



13

PROVENANCE:  
The Property of a Private European Collector

The present paintings most likely originally formed two panels of a larger polyptych. Stylistically they appear to be by the same hand that painted a two-sided panel depicting *The Visitation* and *Two Angels*, 58.5 x 65.5 cm., which was attributed to the Master of the Antwerp Adoration (active 1520-1530) (sale, Drouot, Paris, 30 March 1998, lot 35).



14

14  
**Abraham Daniëlsz. Hondius** (Rotterdam circa 1631-1691 London)

Vertumnus and Pomona

oil on canvas

99 x 126cm (39 x 49 5/8in).

unframed

£15,000 - 20,000

€19,000 - 25,000

US\$24,000 - 32,000

PROVENANCE:

The Property of a Private European Collector



15

Property from a Private English Collection

15

Louis de Moni (Breda 1698-1771 Leiden)

A fish seller, within a painted stone niche  
signed 'L: D. Moni/F:' (on stone niche, upper right)  
oil on panel

32 x 26.6cm (12 5/8 x 10 1/2in).

£3,000 - 5,000

€3,700 - 6,200

US\$4,800 - 8,000



16

16

**Kerstiaen de Keuninck (Antwerp 1560-1633)**

Figures around a fire, before an extensive river landscape, with a ship moored in the distance

oil on panel

26.5 x 46.8cm (10 7/16 x 18 7/16in).

unframed

£10,000 - 15,000

€12,000 - 19,000

US\$16,000 - 24,000

**PROVENANCE:**

With Lasson Gallery, London, October-December, 1965, where purchased by the present owner's family and thence by descent

**LITERATURE:**

H. Devisscher, 'Bijdrage tot de studie van de zestiende-eeuwse Vlaamse Landschapschilder Kerstiaen de Keuninck', in *Gentse Bijdragen tot de Kunstgeschiedenes*, XXVI, 1981-1984, p. 155

H. Devisscher, *Kerstiaen de Keuninck 1560-1633, De Schilderijen met Catalogue Raisonné* (Düsseldorf, 1987), pp. 188-189, cat. no. 43, ill.

In Devisscher's 1987 catalogue he refers to numerous motifs in the present composition by which we may recognise the hand of de Keuninck: the gentle, circular display of trees on the hillside occurs in many of his works; the silhouette of the tree on the left of the panel is comparable to that in the *Landscape with the Good Samaritan* (*op. cit.*, cat. no. A8); the two ships in the river are of the same type as those in the *Fall of Phaëton*, *The Fall of Troy* in Kortrijk and *The Disasters of Humanity* (*op. cit.*, cat. nos. A.11, A. 23 and A. 25). The small, white figures, moreover, find their counterpart in the *Landscape with Tobias and the Angel* at Karlsruhe (*op. cit.*, cat. no. A. 13). Finally, Devisscher observes how the sharp sunrays and the contrast between the light and dark areas in the foreground reveal irrefutably the hand of de Keuninck (*op. cit.*, p. 189).



17

17

**Studio of Sir Anthony van Dyck (Antwerp 1599-1641 Blackfriars)**

The Adoration of the Magi

oil on panel

16.1 x 24.4cm (6 5/16 x 9 5/8in).

unframed

£2,000 - 3,000

€2,500 - 3,700

US\$3,200 - 4,800

PROVENANCE:

The Sadolin Collection, Sadolin Castle, Denmark

With Lasson Gallery, London, 1965 (as by Sir Anthony van Dyck)

Where purchased by the present owner

ILLUSTRATED:

*The Burlington Magazine*, no. 750, vol. 107, September 1965

The present painting follows the composition of *The Adoration of the Magi* in the Kunsthhaus, Zürich, which Sir Oliver Millar believed to be a studio work. A further variant of the same composition is in the Princes Gate Collection, Courtauld Institute Gallery, London (see: H. Vey et .al., *Van Dyck: a complete catalogue of the paintings* (New Haven, 2004), p. 257, cat. no. III.16, ill.)



18

18  
Studio of Abraham Jansz. Storck (Amsterdam circa 1635-circa 1710)

A *capriccio* of a Mediterranean port with figures loading ships  
bears signature and date 'A. Storck fecit/A.o 1695' (lower left)  
oil on canvas

83.2 x 66.5cm (32 3/4 x 26 3/16in).

unframed

£4,000 - 6,000

€5,000 - 7,500

US\$6,400 - 9,600

The present composition loosely follows Abraham Storck's  
*Mediterranean Harbour* (oil on canvas, signed and dated 1695), which  
was with the Rupert Preston Gallery, London, in 1965.



19

19

**Frederick de Moucheron (Emden 1633-1686 Amsterdam)**

A mountainous landscape with travellers on a country path  
signed with initials 'M..F:' (lower right)

oil on panel

40.4 x 31.9cm (15 7/8 x 12 9/16in).

unframed

£5,000 - 7,000

€6,200 - 8,700

US\$8,000 - 11,000

PROVENANCE:

The Collection of A.D. Pilkington

With Thomas Agnew and Sons, London, 1960s

Where purchased by the present owner



20

20  
 Venetian School, 18th Century  
 The Ascension, within a painted cartouche  
 oil on canvas  
 33.5 x 18.4cm (13 3/16 x 7 1/4in).  
 £4,000 - 6,000  
 €5,000 - 7,500  
 US\$6,400 - 9,600

21  
 Carlo Innocenzo Carlone (Genoa 1686-1775 Scaria)  
 The Apotheosis of Hercules  
 oil on canvas, oval, with the corners made up  
 50.5 x 40.4cm (19 7/8 x 15 7/8in).  
 £4,000 - 6,000  
 €5,000 - 7,500  
 US\$6,400 - 9,600

PROVENANCE:  
 Sale, Leo Spik, November 1964 (with a certificate from Professor Herman Voss)  
 With Lasson Gallery, London, 1965  
 Where purchased by the present owner



21

The present work can be compared with a number of sketches and frescoes that Carlone painted in the early 1730s, when active both in Ludwigsburg for Prince Ludwig Eberhard of Württemberg, and near Heimsheim, in the Castle of Wilhelm von Gravenitz. For both commissions, a number of preparatory studies survive, and there is an almost literal correspondence between the present painting and the left group in the *modello* for the signed and dated 1730 frescoes in Gravenitz, now in the Württembergisches Landesmuseum in Stuttgart (see: P. O. Kruckmann, *Carlo Carlone 1686-1775. Der Ansbacher Auftrag*, exh. cat. (Landshut/Ergolding, 1990), no. 10, p. 151-152, ill. figs. 149, 150).

If the main difference between the finished frescoes and the aforementioned drawing is the presence/absence of the female figure playing the trumpet to the left of the main group, she appears almost identical in the sketch for the fresco depicting the *Glory of Prince Ludwig Eberhard*, now in the Musei Civici del Castello Sforzesco, Milan (see: A. Barigozzi Brini and K. Garas, *Carlo Innocenzo Carlone* (Milan, 1967), pp. 62-63, ill. fig. 40).



22

22

**Catharina Treu (Bamberg 1743-1811 Mannheim)**

A glass dish of wild strawberries with a rose, loganberries and cherries  
on a marble top

signed and dated 'CKONIG:PINX/1807' (lower left)

oil on panel

28.8 x 22.7cm (11 5/16 x 8 15/16in).

£4,000 - 6,000

€5,000 - 7,500

US\$6,400 - 9,600

Catharina, a member of the Treu family of painters from Bamberg, has signed the present work with her married name of König. She went on to become the Court Painter to Kurfürst Karl Theodor von der Pfalz und Bayern in Mannheim in 1769.



23

23

**Willem Frederik van Royen (Haarlem 1645-1723 Berlin)**

Roses in an earthenware vase on a marble ledge  
signed and dated 'W J. van Roy\*/ fecit Ao/ 1706' (lower left)

oil on canvas, extended along the upper edge

28.8 x 24.1cm (11 5/16 x 9 1/2in).

unframed

£3,000 - 5,000

€3,700 - 6,200

US\$4,800 - 8,000

**PROVENANCE:**

With the Lasso Gallery, London, 1965

Where purchased by the present owner



24

24

**Pieter Mulier the Elder (Haarlem circa 1615-circa 1670)**

Fishermen on a shore with shipping in a choppy sea

signed with initials 'P.M.' (on spar, lower centre)

oil on panel

23.8 x 27cm (9 3/8 x 10 5/8in).

unframed

£3,000 - 5,000

€3,700 - 6,200

US\$4,800 - 8,000

PROVENANCE:

The Collection of Mr M. H. Verrijn Stuart, Heemstede

With Douwes Fine Art, Amsterdam, 1964

EXHIBITED:

Dordrechts Museum, Dordrecht, *Zee-, Rivier- en Oevergezichten*,

12 July - 14 September, 1964, cat. no. 56, ill. p. 68



25

25

**Jan Peeters (Antwerp 1624-1677)**

Shipping in choppy seas off a harbour

signed with initials 'JP' (on yacht, centre left)

oil on panel

37.8 x 49.2cm (14 7/8 x 19 3/8in).

£5,000 - 7,000

€6,200 - 8,700

US\$8,000 - 11,000

It has been suggested that the present composition may depict the Oude Hofdpoort in Rotterdam.



26

26

**Hendrick Frans Van Lint, called Studio (Antwerp 1684-1763 Rome)**

An arcadian landscape with travellers on a path

signed 'Franz van Lint Studio' (lower left)

oil on canvas

33.3 x 42.8cm (13 1/8 x 16 7/8in).

unframed

£15,000 - 20,000

€19,000 - 25,000

US\$24,000 - 32,000

**PROVENANCE:**

The Sadolin Collection, Sadolin Castle, Denmark

With Lasson Gallery, London, 1965

Where purchased by the present owner

**LITERATURE:**

A. Busiri Vici, *Peter, Hendrick e Giacomo Van Lint* (Rome, 1987), cat. no.

234, ill. p. 192



27

27

**Hendrick Frans Van Lint, called Studio (Antwerp 1684-1763 Rome)**

Figures resting beside a road before the village of Borghetto

signed 'H.van Lint f.' (lower left)

oil on canvas

32.8 x 41.1cm (12 15/16 x 16 3/16in).

unframed

£12,000 - 18,000

€15,000 - 22,000

US\$19,000 - 29,000

**PROVENANCE:**

The Sadolin Collection, Sadolin Castle, Denmark

With Lasson Gallery, London, 1965

Where purchased by the present owner

**LITERATURE:**

A. Busiri Vici, *Peter, Hendrick e Giacomo Van Lint* (Rome, 1987),

cat. no. 106, ill. p. 108

The preparatory drawing for the present painting is now in the Staatliche Museen, Berlin.



28

28

Attributed to Johannes de Blaauw (Amsterdam 1712-1776)

Dutch shipping in choppy seas off the coast

oil on canvas

36.3 x 42.4cm (14 5/16 x 16 11/16in).

£3,000 - 5,000

€3,700 - 6,200

US\$4,800 - 8,000



29

29

Studio of Willem van de Velde II (Leiden 1633-1707 Greenwich)

A *kaag* and a *smalschip* at anchor in a calm

bears initials 'WVV' (lower right)

oil on panel

26.3 x 38cm (10 3/8 x 14 15/16in).

unframed

£4,000 - 6,000

€5,000 - 7,500

US\$6,400 - 9,600

#### PROVENANCE:

Probably the Collection of James Fenton Esq., Norton Hall,

Gloucestershire, 1880 (according to a label on the reverse)

Probably 'A Calm - W. Vande Velde' sold at Christie's, London, February

1880, the Property of James Fenton, Norton Hall, Gloucestershire

(*Redford's Art Sales*, vol. I, p. 307)

With Max Koetser, London

With Rupert Preston Gallery, London, May 1966

Where purchased by the present owner

#### LITERATURE:

M. S. Robinson, *The Paintings of the Willem van de Velde*, (London, 1990), vol. I, p. 395, cat. no. 573, ill. pl. 573

Robinson believed that unless the present painting is a very early, heavily restored work by Van de Velde the Younger, it must be an 18th century studio picture with a copied signature (*op. cit.* p. 395).



30

30

Luigi Garzi (Pistoia 1638-1721 Rome)

The Finding of Moses

oil on canvas

49.1 x 66.4cm (19 5/16 x 26 1/8in).

£7,000 - 10,000

€8,700 - 12,000

US\$11,000 - 16,000

Luigi Garzi has repeated the figure of the princess in his large work now in the Galleria Nazionale d'Arte Antica, Rome, which until the 1950s was traditionally attributed to Donato Creti.



31

31

**Costantino Cedini (Padua 1741-1811 Venice)**

An Allegory with Venus and Time, within a painted oval  
oil on canvas

26.5 x 29cm (10 7/16 x 11 7/16in).

£3,000 - 5,000

€3,700 - 6,200

US\$4,800 - 8,000

**PROVENANCE:**

The Sadolin Collection, Sadolin Castle, Denmark

With Lasson Gallery, London, 1965 (as Costantino Cedini)

Where purchased by the present owner



32

## Other Properties

32

**Workshop of Bernardo Polo**  
(active Zaragoza, circa 1650-circa 1675)

A vase of flowers with a bowl of pomegranates and another of assorted fruit and two split melons, on a stone ledge

oil on canvas

98.2 x 137.2cm (38 11/16 x 54in).

£30,000 - 50,000

€37,000 - 62,000

US\$48,000 - 80,000

In a letter dated 16 April, 2001, William Jordan identified the present painting's style and repertoire of forms as being completely consistent with the works of the Pseudo-Hiepes, whom Jordan has since identified as Bernardo Polo following the discovery of a signed composition (see: 'El Pseudo-Hiepes es Bernardo Polo', in *Archivo Español de Arte*, LXXXII, no. 328, October-December 2009, pp. 395-403). Jordan observes that in all of these works each of the individual elements is arranged so that it is viewed from the front and are further characterised by the artist's lighting of the subject from the upper left: a typical device employed in order to divide diagonally the composition into two halves.



33

33

Alexis Grimou (Romont 1678-1733 Paris)

Portrait of a man, bust-length, in a white cravat and armour  
oil on canvas

56 x 46cm (22 1/16 x 18 1/8in).

unframed

£5,000 - 7,000

€6,200 - 8,700

US\$8,000 - 11,000

PROVENANCE:

The Property of a Private European Collector

Grimou's significance for the development of 18th century French art is only now beginning to be appreciated. Influenced by 17th century Dutch masters, most notably Rembrandt, by introducing into France northern formulae, such half-length portraits as the present work inspired the later works of artists including Jean-Honoré Fragonard, Charles Eisen, Joseph Duvreux and Jean-Baptiste Greuze. In particular, he anticipated the sketches of fantasy portraits produced by Fragonard, who, moreover, made pastiches of Grimou's work (for example, his *Portrait of a Girl*, now in Dulwich Picture Gallery).



34

34

**Jean-Baptiste Pillement (Lyons 1728-1808)**

Travellers on a country path

signed with monogram 'J.P.' (lower right)

oil on paper, laid down on canvas

24 x 31.5cm (9 7/16 x 12 3/8in).

£4,000 - 6,000

€7,500 - 10,000

US\$9,600 - 13,000



35

35

**Jean-Baptiste Pillement (Lyons 1728-1808)**

A landscape with shepherds and sheep resting in a woodland clearing

signed with monogram and dated 'J.P. 1788' (lower left)

oil on paper, laid down on card

14.6 x 19.5cm (5 3/4 x 7 11/16in).

£2,000 - 3,000

€2,500 - 3,700

US\$3,200 - 4,800

36

**English Follower of Antonio Canal, called  
il Canaletto (Venice 1697-1768)**

A view of the entrance to the Grand Canal, Venice, looking west, with  
the Dogana and Santa Maria della Salute to the left and the Palazzo  
Tiepolo to the right

oil on canvas

*124.5 x 73.5cm (49 x 28 15/16in).*

**£60,000 - 80,000**

**€75,000 - 100,000**

**US\$96,000 - 130,000**

**PROVENANCE:**

The Cider House Galleries, Surrey, 2005

Where purchased by the present owner

The composition of the present view relates closely to Canaletto's  
painting which was acquired by Consul Smith for George III and now  
hangs at Windsor Castle. The vessels and figures on the Canal here,  
however, differ significantly from the earlier version.

Beyond the Salute, on the same side of the Canal, can be seen the tall  
tower of the Palazzo Venier della Torreselle, built in the 15th century and  
demolished in the 19th century. It adjoined the Palazzo Venier dei Leoni.  
In the distance is the campanile of the church of the Carità.





37

37

Circle of Gérard de Lairesse (Liège 1641-1711 Amsterdam)

The Rape of Europa

oil on canvas

106 x 140cm (41 3/4 x 55 1/8in).

unframed

£6,000 - 8,000

€7,500 - 10,000

US\$9,600 - 13,000

PROVENANCE:

The Property of a Private European Collector

The composition of the group of Europa and the Bull with the two putti relates closely to a signed etching by Gérard de Lairesse, although the head of the bull is facing forwards in the etching and his legs are in a different position (Coburg, Kunstsammlungen der Veste, inv. no. VIII, 328,53).



38

38

**Gaspard Dughet, called Gaspard Poussin (Rome 1615-1675)**

Figures conversing in an Arcadian landscape, with a walled city in the distance

oil on canvas

42 x 48cm (16 9/16 x 18 7/8in).

£5,000 - 7,000

€6,200 - 8,700

US\$8,000 - 11,000



39

39

Circle of Franz Sigrist (Alt-Brisach 1727-1803 Vienna)

The Adoration of the Shepherds, The Ascension,  
The Resurrection and The Pietà

a polyptych, oil on silvered metal, two central with shaped top  
central panels 32 x 19.5cm (12 5/8 x 7 11/16in), wings 29 x 19cm  
(11 7/16 x 7 1/2in). (4)

unframed

bear indistinct inscriptions on the reverse

£10,000 - 15,000

€12,000 - 19,000

US\$16,000 - 24,000

PROVENANCE:

The Property of a Private European Collector





40

40

**Johann Amandus Winck (Eichstätt 1748-1817 Munich)**

A squirrel on a stone ledge with a still life of fruit, before a medallion garlanded with flowers; and A monkey seated on a stone ledge with a still life of fruit, before a medallion garlanded with flowers the former signed with initials 'J.W.' (on stone ledge, lower right); the latter signed 'Joan. Amand. Wink./pinxit Monachii 1794.' (lower left) a pair, oil on canvas

97.5 x 81cm (38 3/8 x 31 7/8in). (2)

£50,000 - 70,000

€62,000 - 87,000

US\$80,000 - 110,000

**PROVENANCE:**

Acquired by the present owner's family at least 40 years ago and thence by descent





41

41

**Cornelis Jonson van Ceulen (London 1593-1661 Utrecht)**

Portrait of a lady, bust-length, in a black dress with a white lace collar,  
within a painted oval

signed and dated 'C.J. fecit/ 1636' (lower right)

oil on canvas

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

£12,000 - 18,000

€15,000 - 22,000

US\$19,000 - 29,000

PROVENANCE:

With Philip Mould Fine Paintings, London, circa 2005



42

42

**Sir Peter Lely (Soest 1618-1680 London)**

Portrait of a child, traditionally identified as Lord Kensington, full-length, in a white cloth signed with monogram and dated 'PL/ 1656', bears later inscription oil on canvas

102.5 x 117.5cm (40 3/8 x 46 1/4in).

£10,000 - 15,000

€12,000 - 19,000

US\$16,000 - 24,000

A portrait of Henry Rich, the future 2nd Lord Kensington (1642-1659) as a young man, which was painted circa 1658, is at Berkeley Castle. Since the present portrait shows the sitter as an infant in 1656, when Henry would have been fourteen years old, it would appear that the later inscription is incorrect.



43

43  
Attributed to Pasquale Ottino (Verona 1578-1630)  
Joseph and Potiphar's wife  
oil on slate  
23.6 x 19.4cm (9 5/16 x 7 5/8in).  
unframed  
£10,000 - 15,000  
€12,000 - 19,000  
US\$16,000 - 24,000



44

44

**After Agnolo Bronzino, 17th Century**

Portrait of Cosimo de' Medici (1519-1594), half-length, in a burgundy embroidered coat

oil on panel

71 x 58.8cm (27 15/16 x 23 1/8in).

unframed

£7,000 - 10,000

€8,700 - 12,000

US\$11,000 - 16,000

**PROVENANCE:**

The Property of a Private European Collector

The present composition is after Bronzino's portrait of Cosimo de' Medici at the age of 40, known in several versions which are derived from a lost original.





46

**45**  
**Studio of Jusepe de Ribera (Jativa 1588-1656 Naples)**  
 Aesop  
 oil on canvas  
 123 x 92cm (48 7/16 x 36 1/4in).  
 unframed  
 £10,000 - 15,000  
 €12,000 - 19,000  
 US\$16,000 - 24,000

**PROVENANCE:**  
 The Property of a Private European Collector

Another version of the present painting, ascribed to Ribera, is now in the Real Monasterio de San Lorenzo, El Escorial (see: A. E. Perez Sanchez and N. Spinosa, *L'Opera Completa del Ribera* (Cleveland, 1981), cat. no. 394). Given that the majority of Ribera's subjects were copied on numerous occasions, it is highly unusual to find only two known versions of the present composition.

**46<sup>W</sup>**  
**Circle of Girolamo Romani, called Romanino**  
**(Brescia circa 1484-1562)**  
 The Entombment  
 oil on canvas  
 134 x 150cm (52 3/4 x 59 1/16in).  
 unframed  
 £7,000 - 10,000  
 €8,700 - 12,000  
 US\$11,000 - 16,000

**PROVENANCE:**  
 The Property of a Private European Collector



47

47

Leiden School, circa 1720

A woman at a casement window holding a spindle  
oil on copper

23 x 18.1cm (9 1/16 x 7 1/8in).

£3,000 - 5,000

€3,700 - 6,200

US\$4,800 - 8,000

A version of the present composition by Gerrit Dou, oil on panel, dated MDCLIII, 31 x 24 cm., is in the Rijksmuseum, Amsterdam. The architecture of the casement, however, in the latter painting was added in the 18th century. Another signed (?) version; ex-Knoedler, has a frieze of putti playing with a ram, beneath the ledge of the casement window and a terracotta pot of poppies on a plank, bottom left. It may be, therefore, that the present copy shows the Dou in its purest and earliest form, without later embellishments.



48 (actual size)

48

Attributed to F. Frantz, or Frantzen (active 1700)

The Lute Player

oil on panel

12 x 9.7cm (4 3/4 x 3 13/16in).

£4,000 - 6,000

€5,000 - 7,500

US\$6,400 - 9,600

The present painting may be compared to a small signed and dated arched panel by Frantz which was offered at Sotheby's, London, 29 October 1980, lot 80.



49

49  
 Attributed to Antonio Vassilacchi, called Aliense  
 (Milo 1556-1629 Venice)

The Transfiguration

oil on canvas

100 x 82cm (39 3/8 x 32 5/16in).

unframed

£8,000 - 12,000

€10,000 - 15,000

US\$13,000 - 19,000

PROVENANCE:

The Property of a Private European Collector



50

50

**Michael Willmann (Königsberg 1630-1706 Leibus)**

The Assumption of the Virgin

oil on canvas, laid down on card, extended upper edge

32 x 22.5cm (12 5/8 x 8 7/8in).

unframed

£3,000 - 5,000

€3,700 - 6,200

US\$4,800 - 8,000

PROVENANCE:

The Property of a Private European Collector



51

**51**  
**Jacopo Guarana (Verona 1720-1808 Venice)**

A study for a ceiling  
 oil on canvas  
 80 x 51.5cm (31 1/2 x 20 1/4in).  
 £8,000 - 12,000  
 €10,000 - 15,000  
 US\$13,000 - 19,000

PROVENANCE:  
 Private Collection, Milan (acquired in the 1950s)  
 Thence by descent to the present owner

**52**  
**Vittore Giuseppe Ghislandi, called Fra' Galgario (Bergamo 1655-1743)**

Portrait of a boy, bust-length, in a blue coat and hat  
 oil on canvas  
 55.7 x 42.4cm (21 15/16 x 16 11/16in).  
 £30,000 - 50,000  
 €37,000 - 62,000  
 US\$48,000 - 80,000

PROVENANCE:  
 Private Collection, Venice  
 Private Collection, Milan (acquired in 1952)  
 Thence by descent to the present owner

LITERATURE:  
 A. Riccoboni, *Pittura veneta: prima mostra d'arte antica delle raccolte private veneziane*, exh. cat. (Venice, 1947), cat. no. 64, p. 37, ill.  
 M. C. Gozzoli, *Vittore Ghislandi detto Fra' Galgario* (Bergamo, 1981), cat. no. 239, p. 135, ill. no. 6 p. 191 (as whereabouts unknown)

The present painting, first published in 1947, is datable to the period when Ghislandi became independent from the examples of Sebastiano Bombelli and, besides the official commissions, started to depict portraits of pupils who assisted him in his workshop in the convent in Galgario. In his catalogue entry, Riccoboni pointed out how the portrait painter, who, when working for the Bergamo aristocracy had to adapt to the often quite provincial taste of his patrons, could on these less formal occasions express a simpler and more direct approach, in which his sympathy towards the sitter was evident. When portraying members of the humbler sectors of society, Ghislandi captured his models in a natural, realistic and subdued manner. Here, as in other comparable works, the artist focuses his attention on the sitter, who looks out with a penetrating gaze and is painted with a narrow range of colour, broken only by the red of his tunic and cap.





53

53

Attributed to Pauwels Franck, called Paolo Fiammingo  
(Antwerp circa 1540-1596 Venice)

The Rape of Proserpina

oil on panel

55.5 x 84cm (21 7/8 x 33 1/16in).

£10,000 - 15,000

€12,000 - 19,000

US\$16,000 - 24,000



54

## The Property from a Private European Collection

54

Studio of Sebastian Vrancx (Antwerp 1573-1647)

A village skirmish in the Thirty Years' War

oil on panel

52.5 x 85.5cm (20 11/16 x 33 11/16in).

£20,000 - 30,000

€25,000 - 37,000

US\$32,000 - 48,000

### PROVENANCE:

Acquired by the present owner's family approximately 20 years ago and  
thence by descent

55

**Studio of Cornelis van Cleve (Antwerp 1520-1569)**

The Adoration of the Magi

oil on panel

*101.5 x 77.5cm (39 15/16 x 30 1/2in).*

**£70,000 - 100,000**

**€87,000 - 120,000**

**US\$110,000 - 160,000**

PROVENANCE:

Private Collection, Southern California

Sale, Sotheby's, London, 14 January 1988, lot 64 (as Circle of Cornelis van Cleve)

Acquired by the present owner's family approximately 20 years ago and thence by descent

The present composition is derived from the original work by Cornelis van Cleve which is now in the Koninklijk Museum voor Schone Kunsten, Antwerp. A further, weaker version was with Sotheby's, London, 16 July 1980, lot 71.

We are grateful to Peter van den Brink for confirming that the present painting is an excellent workshop variant of the Antwerp original, on the basis of a high resolution photograph.





56

56  
 Studio of Pieter Brueghel the Younger (Antwerp circa 1564-1638)

An Allegory of Autumn

oil on copper

29 x 35.6cm (11 7/16 x 14in).

£25,000 - 35,000

€31,000 - 44,000

US\$40,000 - 56,000

PROVENANCE:

Acquired by the present owner's family approximately 20 years ago and  
 thence by descent

Several versions of the present composition are known to have been painted in Pieter Brueghel the Younger's studio (see: K. Ertz, *Pieter Brueghel der Jüngere (1564-1637/38)* (Lingen, 2000), vol. II, pp. 598-600). These include a work ascribed to a Follower of Pieter Brueghel, on copper, of identical dimensions, but without the butchery of the pig, which was in a sale, Sotheby's, London, 2 May 2012, lot 6. An attribution for the present painting to Pieter Brueghel III (Antwerp 1589-circa 1628) has been suggested.



57

57

Joost van Geel (Rotterdam 1631-1698)

A woman and child with birds, at an arch  
oil on copper

28.6 x 21.6cm (11 1/4 x 8 1/2in).

£3,000 - 5,000

€3,700 - 6,200

US\$4,800 - 8,000

PROVENANCE:

Acquired by the present owner's family approximately 20 years ago and  
thence by descent

The present work may be compared to a signed and dated oil on copper by  
van Geel which was offered at Sotheby's, Olympia, 25 April, 2006, lot 281.



58

## Other Properties

58

Attributed to Giacomo Guardi (Venice 1764-1835)

A view of the Dogana and Santa Maria della Salute, Venice

oil on canvas

31 x 52cm (12 3/16 x 20 1/2in).

£10,000 - 15,000

€12,000 - 19,000

US\$16,000 - 24,000

PROVENANCE:

The Property of a Private European Collector



59

**Francesco Zanin**

**(active Venice, 19th Century)**

The Scuola Grande di San Marco and the Campo Santi Giovanni e Paolo,  
Venice

signed '14. Zanin. Fran.co' (lower left)

oil on canvas

43 x 64cm (16 15/16 x 25 3/16in).

**£50,000 - 70,000**

**€62,000 - 87,000**

**US\$80,000 - 110,000**

PROVENANCE:

With Frost and Reed, London

With Stacy-Marks, Eastbourne

Private Collection, UK

Although compositions by Zanin are known that are dated as late as the 1870s, his attention to architectural detail, marked by strong contrasts of light and shade, together with his choice of subject matter, remained heavily influenced by the tradition set by Canaletto a century earlier. Nonetheless, in the precision of his handling and in his greater attention to topographical accuracy he can be regarded as having added his own innovative stamp to the tradition of the 18th century *vedute*. His depictions of the grand Venetian *palazzi* are valued for the breathtaking detail and faultless perspective of their drawing.





60

60<sup>W</sup>

**Attributed to John Vanderbank (London 1694-1739)**

Portrait of Martha Fursman, full-length, in a white dress, standing in a landscape beside an urn on a plinth

oil on canvas

183.5 x 98cm (72 1/4 x 38 9/16in).

£10,000 - 15,000

€12,000 - 19,000

US\$16,000 - 24,000

**PROVENANCE:**

By descent through the family of the sitter to the present owner

Martha Fursman (1723-1741) was the only child of Martha Radcliffe (1688-1727) and the Rev. John Fursman (1680-1759). She died unmarried and is buried with her parents in Exeter Cathedral where her father was chancellor and canon residentiary. In 1730 her guardians brought an action, Radcliffe-v-Fursman, heard at the bar of the House of Lords against her mother's brother, Walter Radcliffe (1693-1752), over the legacy due to her under the will of her grandfather, Jasper Radcliffe (1635-1704).



61

61

**Tilly Kettle (London 1734-1786 Aleppo)**

Portrait of Captain Robert Stewart of St. Fort, Fife (died 1799), half-length, in military uniform, standing signed 'Kettle Pinxit' (on wall, lower left)

oil on canvas

127 x 102.2cm (50 x 40 1/4in).

£20,000 - 30,000

€25,000 - 37,000

US\$32,000 - 48,000

PROVENANCE:

Commissioned by the sitter

Thence by descent to Captain and Mrs J.B. Blackett

Sale, Bonhams, London, 9 December 1993, lot 7

With Richard Green, London

The portrait probably dates from 1773-74, during Tilly Kettle's Indian tour (1769-76), the first of any serious Western artist. Captain Stewart was at the time working for the East India Company in Calcutta and an extract from his *Letter Book* to his brother in Scotland, dated 29 December 1773, mentions the following: 'I enclose copy of Bond which I have granted to MR TILLY KETTLE for the sum of ST £362-10-0 payable in London on or before the thirteenth day of December 1777 with interest at 4% per annum to commence from 30 SEPT 1774 the interest to be paid annually in London as it becomes due and the principal at the expiration of the period I have mentioned'.



62

**62**  
**Circle of Valentin de Boulogne (Coulommiers 1591-1632 Rome)**  
**The Fortune Teller**

oil on canvas  
 100.5 x 123cm (39 9/16 x 48 7/16in).

£8,000 - 12,000  
 €10,000 - 15,000  
 US\$13,000 - 19,000

The present composition is derived from Valentin de Boulogne's 1631 work, *The Fortune-teller with concert party* (190 x 265 cm., Schloss Weissenstein, Pommersfelden). The latter composition comprises fourteen figures and the fortune-teller wears a dress with yellow sleeves.

**PROVENANCE:**

Sale, Sotheby's, London, 10 July 2003, lot 162  
 With Jean-Luc Baroni, London, 2004

The present sketch was most likely intended as a study for a larger composition which included Saint John the Baptist, although the exact correspondence with a painting by Passarotti has still to be found. Undoubtedly, the facial type is typical of the artist's *oeuvre* and often recurs in his repertoire: the figure shows some similarities to the *Saint John* in the *Presentation of Christ in the Temple with Saints*, now in the Pinacoteca Capitolina, Rome, as well as to the *Saint Anthony of Padua* for the Church of Santa Caterina dei Cappuccini in Parma.

**63**  
**Bartolomeo Passarotti (Bologna 1529-1592)**  
**Head study for Saint John the Baptist**

oil and black chalk on paper, laid down on canvas  
 42.7 x 28.7cm (16 13/16 x 11 5/16in).

unframed  
 £25,000 - 35,000  
 €31,000 - 44,000  
 US\$40,000 - 56,000

Passarotti can be regarded as one of the first artists who painted head sketches in Bologna. The practice employed in the Carracci's workshop from the 1590s might derive from Venice, where the Carracci spent some time and where the technique of making oil sketches on paper was relatively widespread.





64

64<sup>W</sup>

Circle of Nicolas Chapron, or Chaperon  
(Châteaudun 1612-circa 1656)

An Allegory of Temperance

oil on canvas

144 x 121cm (56 11/16 x 47 5/8in).

unframed

£7,000 - 10,000

€8,700 - 12,000

US\$11,000 - 16,000

PROVENANCE:

The Property of a Private European Collector



65

65

Michel-François Dandré-Bardon

A Temple scene

bears indistinct signature (lower right)

oil on paper, laid down on canvas, with upper corners added

76 x 51.5cm (29 15/16 x 20 1/4in).

£3,000 - 5,000

€3,700 - 6,200

US\$4,800 - 8,000

PROVENANCE:

The Property of a Private European Collector

66

Giovanni Battista Cimaroli  
(Salò 1687- after 1753 Venice)

The Piazza San Marco, Venice

oil on canvas

89 x 137.5cm (35 1/16 x 54 1/8in).

£80,000 - 120,000

€100,000 - 150,000

US\$130,000 - 190,000

PROVENANCE:

With Frost and Reed, London, 1961

Sale, Bonhams, London, 6 December 2006, lot 46 (purchased for £218,400) and thence by descent to the present owner

LITERATURE:

F. Spadotto, *Giovan Battista Cimaroli, catalogo ragionato dei dipinti* (Rovigo, 2011), cat no. 70, pp. 220,221, ill.

The present work may be compared to a group of Venetian *vedute* painted by Cimaroli, which has close stylistic affinities to the work of Luca Carlevarijs (compare, in particular, a *View of the Piazza San Marco*, which was with Franco Semenzato, July 1987, lot 55; and a *View of the Molo from the west with the Doge's Palace*, also with Franco Semenzato, Venice, 13 June, 1993, lot 20).

As Francesca Spadotto points out in her recent publication, Cimaroli's *oeuvre* exhibits an obvious indebtedness to the forerunner of the 18th century Venetian *vedutismo*, Luca Carlevarijs: although the younger artist shared the older's interest in the depiction of the daily life of the Serene Republic, the former developed his own personal style, characterised by his dry and sharp brushwork and his particular rendering of light, which made him especially popular with foreign patrons.

Cimaroli, who trained with the battle painter, Antonio Calza, in Brescia before moving to Venice and joining Canaletto's workshop, specialised in landscape and *vedute*, the two most popular genres in early 18th century Venice. Considered one of Canaletto's major rivals, he found favour among contemporary art critics and enjoyed several commissions from the local nobility, as well as from illustrious foreign residents and Grand Tourists. Many of his works were commissioned and sent to London and elsewhere in Britain.



67

**Thomas Gainsborough, R.A. (Sudbury 1727-1788 London)**

Portrait of Mr. Coke of Brookhill Hall, half-length, in a red coat and a blue waistcoat with gold embroidery, a tricorne hat under his arm  
oil on canvas

*92.1 x 71.1cm (36 1/4 x 28in).*

**£30,000 - 40,000**

**€37,000 - 50,000**

**US\$48,000 - 64,000**

**PROVENANCE:**

By descent in the family of the sitter to Roger Coke, London  
Sale, Christie's, London, 22 November 2006, lot 25

The sitter is likely to be Richard Coke, a younger son of the family which owned Brookhill Hall in Derbyshire for generations. His father, D'Ewes Coke (died 1771), was succeeded by Richard's nephew, the Rev. D'Ewes Coke. The latter continued the family tradition of artistic patronage, commissioning Joseph Wright of Derby in 1792 to paint his portrait (along with his wife, Hannah and relative, Daniel Parker Coke) which is now in Derby Museum and Art Gallery.





68

68  
 Workshop of Francesco Giambattista da Ponte, called Francesco  
 Bassano (Bassano 1549-1592 Venice)

The Presentation in the Temple

oil on canvas

43.5 x 57.5cm (17 1/8 x 22 5/8in).

£7,000 - 10,000

€8,700 - 12,000

US\$11,000 - 16,000

PROVENANCE:

Private Collection, Milan (acquired in the 1950s)

Thence by descent by the present owner

The present painting is based on a composition formerly in the collection  
 of the Duc d'Orléans, which is after the engraving by F. Couché (see:  
*Burlington Magazine*, July-December, 1932, pp. 112-113, ill.)



69

69

Attributed to Polidoro da Lanciano  
(Lanciano circa 1515-1565 Venice)

A *Sacra Conversazione* with Saints John the Baptist, Catherine and Roch  
oil on canvas

60.8 x 78cm (23 15/16 x 30 11/16in).

£7,000 - 10,000

€8,700 - 12,000

US\$11,000 - 16,000



70

70

**Arthur Devis (Preston 1712-1787 Brighton)**

Portrait of Mrs Wettenhall, full-length, in a gold silk dress and black wrap, seated in an interior, reading

oil on canvas

50 x 39.5cm (19 11/16 x 15 9/16in).

£6,000 - 8,000

€7,500 - 10,000

US\$9,600 - 13,000



71

71

**Arthur Devis (Preston 1712-1787 Brighton)**

Portrait of Mr. Thomas, full-length, in a blue coat and yellow waistcoat, standing in an interior

oil on canvas

49 x 34cm (19 5/16 x 13 3/8in).

£20,000 - 30,000

€25,000 - 37,000

US\$32,000 - 48,000

**PROVENANCE:**

By descent from the sitter to Mary Thomas, Lady Dalrymple-White

With Agnew's, London, 1958

Sale, Sotheby's, London, 30 June 2005, lot 75

**LITERATURE:**

E. d'Oench, *Arthur Devis, Master of the Georgian Conversation Piece*,  
*PhD Thesis* (unpublished, 1979), p. 419, no. 151

E. d'Oench, *The Conversation Piece: Arthur Devis and his  
Contemporaries*, exh. cat. (New Haven, 1980), p. 88, no. 151

72\*

**Jan De Bray (Haarlem circa 1627-circa 1697 Amsterdam)**

Bathsheba bathing

oil on panel

37 x 32cm (14 9/16 x 12 5/8in).

**£20,000 - 30,000**

**€25,000 - 37,000**

**US\$32,000 - 48,000**

Jan de Bray spent most of his career working in Haarlem where he succeeded Frans Hals as the favourite portrait painter of the Haarlem patriciate. Indeed, his biographer, Arnold Houbraken called Jan 'the pearl in Haarlem's crown'. As well as portraits, often groups, he was a history painter of originality and sensitivity, arguably one of the most important history painters of the Dutch Golden Age. Among his most successful works are those subject pictures in which he incorporated portraiture, allowing him all the better to concentrate on the psychological drama inherent in his stories. For example, in the two versions of the *Banquet of Cleopatra* he used his own family, including himself, as models (Royal Collection, 1652, and Currier Museum of Art, New Hampshire, 1669). Particularly moving is the second version since most of those depicted had died in the plague of 1663-4. Throughout his career Jan experimented with unusual vantage points and unusual moments within a story. He thus endowed his figures with great presence and a sense of monumentality, while retaining their natural identity.



73

**School of Constance, circa 1450**

Scenes from the Life of Christ

oil on linen, laid down on board

67.5 x 97cm (26 9/16 x 38 3/16in).

unframed

£20,000 - 30,000

€25,000 - 37,000

US\$32,000 - 48,000

PROVENANCE:

The Property of a Private European Collector





74

**74**  
**Apollonio Domenichini, alternatively identified as the Master of**  
**the Langmatt Foundation (active Venice circa 1740-1760)**

The Grand Canal, Venice

oil on canvas

36 x 58cm (14 3/16 x 22 13/16in).

unframed

£10,000 - 15,000

€12,000 - 19,000

US\$16,000 - 24,000

PROVENANCE:

The Property of a Private European Collector



75

75  
 Attributed to Apollonio Domenichini, alternatively identified  
 as the Master of the Langmatt Foundation  
 (active Venice circa 1740-1760)  
 The Piazzetta and Santa Maria della Salute, Venice  
 oil on canvas  
 55 x 89cm (21 5/8 x 35 1/16in).  
 £20,000 - 25,000  
 €25,000 - 31,000  
 US\$32,000 - 40,000



76

76  
Marzio Masturzio (active Naples, circa 1670)

A cavalry skirmish

oil on panel

48.2 x 71.4cm (19 x 28 1/8in).

£4,000 - 6,000

€5,000 - 7,500

US\$6,400 - 9,600



77

77

**Adriaen van der Cabel (Ryswyck 1631-1705 Lyons)**

Marine landscape

oil on canvas

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

£3,000 - 5,000

€5,000 - 7,500

US\$6,400 - 9,600

Both the spatial construction and the rendering of the staffage in the present painting can be closely compared with other examples by van der Cabel's Mediterranean harbours which have appeared on the London market (see: L. Salerno, *Pittori di paesaggio del Seicento a Roma* (Roma 1977-80), 3 vols., vol II, pp. 810-15, cat. nos. 148.1, 148.2 and 148.1, ill.).

Adriaen van der Cabel, nowadays a relatively little known painter, was a significant figure among the last generation of northern Italianate artists and during his lifetime was considered to have been a rival of Gaspar Poussin. Both a painter and engraver, he trained with Jan van Goyen and moved to Italy around 1660, where he became a member of the Bentvueghels in Rome. His work shows the influence of northern artists, such as Jan Wyck, as well as elements derived from the Italian tradition: from Tassi and Filippo Napoletano, amongst others.

78

**Attributed to Domenikos Theotokopoulos, called El Greco  
(Candia 1541-1614 Toledo)**

Saint Peter

oil on canvas

68 x 56cm (26 3/4 x 22 1/16in).

unframed

**£40,000 - 60,000**

**€50,000 - 75,000**

**US\$64,000 - 96,000**

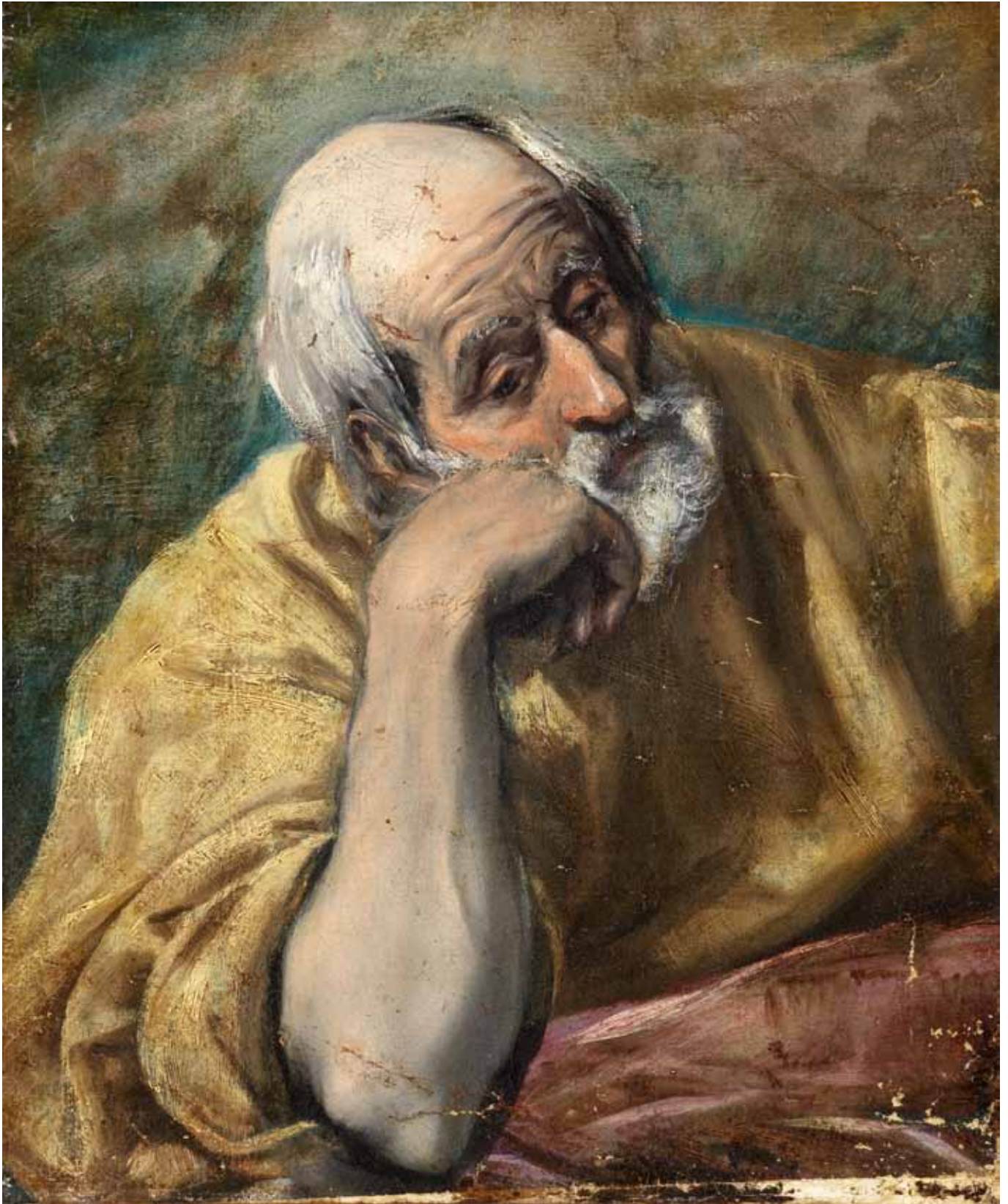
PROVENANCE:

The Property of a Private European Collector

In the words of José Gudiol, 'Faced with the problem of placing undocumented canvases in their right position in the chronological sequence of El Greco's work, and with no more to go on than what is revealed by their style, the art historian is always assailed by a certain amount of worrisome hesitation...his decision, despite the fact that has been reached after infinite consideration, has only the value of a working hypothesis. To form some idea of the difficulties this entails, we need only consider the disparity of the opinions uttered and published regarding the dates of these undocumented works.' He thus concludes that 'The task of distinguishing between a truly authentic work and a workshop copy sometimes - not always, fortunately - goes beyond the bounds of human possibilities.' J. Gudiol, *Domenikos Theotokopoulos El Greco 1541-1614* (London, 1973), p. 297.

Certain specific stylistic features of the present painting are nonetheless highly comparable to works that El Greco painted in particular in his late Roman and early Spanish period, when his rendering is very three-dimensional and naturalistic. Perhaps the most notable comparison can be made to the artist's *Disrobing of Christ* in Toledo Cathedral Sacristy. Executed between 1577-1579 this large altarpiece is one of El Greco's finest paintings and a work of the foremost importance in the history of European art. Most striking is the similarity between the treatment of the nose, ear and forehead with several of the heads depicted above Christ, but especially the bearded figure who lies at a similar angle, third from the right (see the detail in José Gudiol's volume, *op. cit.*, fig. 70, p. 84). Further comparison can be drawn from the figure in the same composition who is crouching lower right (*op. cit.*, fig. 73, p. 89). The same treatment of the eyebrows and beard may also be discerned in the artist's 1577 *Assumption*, in three of the figures to the lower right of the composition (Chicago Art Institute, see *op. cit.*, fig. 56, p. 72). A further work that bears close comparison is the head of the full-length *Saint John the Baptist* in Santo Domingo el Antiguo, Toledo, a work which was also executed in the period 1577-79.

It has been suggested that the subject may represent Saint Joseph and be a fragment of a larger composition.





79

79

**Genoese School, 17th Century**

A fox, long-eared owl, a barn owl and a dog with a crocodile and lizard  
oil on canvas

97 x 78cm (38 3/16 x 30 11/16in).

£7,000 - 10,000

€8,700 - 12,000

US\$11,000 - 16,000

An attribution to Arcangelo Resani (Rome 1670-1740 Ravenna) has been suggested.



80

80<sup>W</sup>

**Bartolomeo Guidobono (Savona 1654-1709 Turin) and  
Domenico Guidobono (Savona 1670-1746 Naples)**

The Rape of Ganymede

oil on canvas

205 x 155cm (80 11/16 x 61in).

unframed

£15,000 - 20,000

€19,000 - 25,000

US\$24,000 - 32,000

PROVENANCE:

The Property of a Private European Collector

Bartolomeo Guidobono's style brought a lighter, more graceful spirit to late Baroque painting in Genoa, which had previously been dominated by the work of his friend and master, Domenico Piola. His treatment of folded drapery, soft lighting and sweet-faced figures influenced by Correggio were immediately received with enthusiasm by the public. By the early 1690s his work was influenced by Giovanni Benedetto Castiglione, such as the scenes he painted in a small passageway of the Palazzo Rosso, which include figures framed by animals and still-life. It is suggested that the animals in the present composition were painted by Domenico Guidobono.



81

81

Louis de Caullery (Cambrai 1580-1621 Antwerp) and Frans  
 Francken the Elder (Herenthals 1542-1616)

The Fall of Troy with Aeneas carrying Anchises from the burning city  
 oil on panel

50 x 75cm (19 11/16 x 29 1/2in).

£8,000 - 12,000

€10,000 - 15,000

US\$13,000 - 19,000

The staffage in the foreground of the present painting are by Frans  
 Francken the Elder.



82

82  
Attributed to Simon de Vos (Antwerp 1603-1676)

A lion hunt

oil on panel

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

unframed

£7,000 - 10,000

€8,700 - 12,000

US\$11,000 - 16,000

PROVENANCE:

The Property of a Private European Collector

The present composition is partly influenced by the right-hand side of Sir Peter Paul Rubens's depiction of *The Lion Hunt* in the Gemäldegalerie, Dresden (see: M. Jaffe, *Rubens* (Milan, 1989), cat. no. 343). The rearing grey horse is repeated in other compositions by Rubens and by several of his pupils and followers.

83

**Peter Tillemans (Antwerp 1684-1734 Norton)**

A View of Chatsworth House and Park from the south-west with horses and figures in the foreground

signed 'P. Tillemans' (lower right)

oil on canvas

63.4 x 121.8cm (24 15/16 x 47 15/16in).

£150,000 - 200,000

€190,000 - 250,000

US\$240,000 - 320,000

**PROVENANCE:**

Probably acquired by William Drury Lowe of Locko Park in the 19th century and thence by descent to the present owner

**LITERATURE:**

J.P. Richter, *Catalogue of Pictures at Locko Park*, 1901, p. 98, no. 260

J. Harris, *The Artist and the Country House* (London, 1979), p.233

The present view, which is likely to date from the 1720s, shows the remodelled building as completed for William Cavendish, 1st Duke of Devonshire (1640-1707) just before his death and before Sir Jeffrey Wyatville's large North Wing was built for the 'Bachelor' 6th Duke, which now flanks the main entrance to the north. While the south (and east) fronts were built under the order of William Talman and were completed by 1696, the west (and north) fronts are thought to have been the work of Thomas Archer, possibly in collaboration with the Duke himself.

The prominence of the racehorses in the foreground of the present painting reflects the fact that William, 2nd Duke of Devonshire (1672-1729), was celebrated for his stable. The famously never-beaten Flying Childers, for example, was foaled in 1715 and sold as a yearling to the Duke. Indeed, the markings of the two foals depicted respectively third from the left and to the far right suggest the likely paternity of Flying Childers. The social commentator, Lord Hervey, claimed that 'Devonshire was a man who had no uncommon portion of understanding; and as his chief skill lay in painting, medals, and horses, he was more able as a virtuoso than a statesman, and a much better jockey than he was a politician.' It is likely that Tillemans depicted him here to the left of the composition, riding behind the groom who is shown wearing Cavendish livery.

It seems highly likely, therefore, that it was the 2nd Duke who commissioned the present painting. A patron of Tillemans, William was one of the principal art collectors of his day. Indeed, Sir Anthony Blunt described the Devonshire collection's reputation as 'unequalled at the time in England'. Having bought part of Lord Somers's collection at its dispersal in 1717, in 1723 he bought 225 drawings that had belonged to Nicolaes Anthoni Flinck, whose father, Govaert Flinck, had been a pupil of Rembrandt. In addition to Rembrandt, artists represented in the purchase included Rubens, Raphael, Mantegna, Barocci, and Annibale Carracci.

Three other views of Chatsworth are recorded to have been painted by Tillemans, the others being: at Chatsworth; in a Seabright and Bacon sale; and that formerly in the collection of Mr. and Mrs. R. Cavendish, Holker Hall, Cumberland (unsigned, on canvas, 16.3 x 173.1 cm., in sale, Christie's, London, 3 July, 2012, lot 60). Although Harris (*op. cit.* p. 233) refers to two views of Chatsworth by Tillemans at Locko Park, the 1901 catalogue of the collection only mentions one such work.



83





84

84  
Circle of Jacob Bouttats (active Antwerp, 1700)  
The Song of Orpheus  
oil on panel  
75.5 x 106.5cm (29 3/4 x 41 15/16in).  
£12,000 - 18,000  
€15,000 - 22,000  
US\$19,000 - 29,000



85

85

**Attributed to Lambert Sustris (Amsterdam 1515-1595)**

An infant holding a tambourine

oil on canvas

66 x 106cm (26 x 41 3/4in).

unframed

£6,000 - 8,000

€7,500 - 10,000

US\$9,600 - 13,000

PROVENANCE:

The Property of a Private European Collector

The right-hand side of the present composition is derived from a work in the Kunsthistorisches Museum, Vienna, which has been the subject of some debate and was once ascribed to Titian. Possibly having been cut down in the past, this latter painting was also previously thought to be by Paolo Veronese. A copy with variations is also recorded to have been in the collection of O. Kosek of Nice which has been attributed to Sustris.



86

86  
**Attributed to Cornelis van Cleve (Antwerp 1520-1569)**  
 The Madonna and Child

oil on panel  
 84 x 70cm (33 1/16 x 27 9/16in).

unframed  
 £6,000 - 8,000  
 €7,500 - 10,000  
 US\$9,600 - 13,000

PROVENANCE:  
 The Property of a Private European Collector

Two other versions of the present composition are in the Staatlichen Museen, Berlin, and a second at the Musée Magnin, Dijon. A third version attributed to Cornelis van Cleve (81 x 64.5cm.) was offered at Galerie Drouot, Paris, 17 March 1989, lot 33.



87

87  
Peeter de Kempener, called Pedro de Campagna  
(Brussels circa 1503-circa 1580)  
The Penitent Magdalen  
oil on panel  
93.5 x 63cm (36 13/16 x 24 13/16in).  
unframed  
£10,000 - 15,000  
€12,000 - 19,000  
US\$16,000 - 24,000

PROVENANCE:  
The Property of a Private European Collector

Peeter de Kempener worked in Seville circa 1548.



88

88  
 Follower of Jan Gossaert, called Mabuse  
 (?Maubeuge circa 1478-1532 Antwerp)  
 Tarquin and Lucretia  
 oil on panel  
 45 x 32cm (17 11/16 x 12 5/8in).  
 £15,000 - 20,000  
 €19,000 - 25,000  
 US\$24,000 - 32,000

The present composition is one of several versions painted in the style of Gossaert, some of which have been attributed to Michiel Coxie (Mechelen 1499-1592).

PROVENANCE:  
 The Property of a Private European Collector



89

89

Flemish School, circa 1580

The Judgment of Solomon

oil on panel

87 x 63.5cm (34 1/4 x 25in).

unframed

£15,000 - 20,000

€19,000 - 25,000

US\$24,000 - 32,000

PROVENANCE:

The Property of a Private European Collector

The composition is derived from an engraving by Heinrich Aldegrever of 1555.



90

90

**Circle of Gillis Mostaert the Elder (Hulst 1528-1598 Antwerp)**

A winter landscape with numerous figures skating on a frozen river in the midst of a village

oil on panel

53.5 x 71cm (21 1/16 x 27 15/16in).

£10,000 - 15,000

€12,000 - 19,000

US\$16,000 - 24,000



91

91

**\*\* Maas, early 18th Century**

Horsemen on a country path

indistinctly signed '\*\* Maas 1703' (lower centre)

oil on canvas

104 x 119.5cm (40 15/16 x 47 1/16in).

£7,000 - 10,000

€8,700 - 12,000

US\$11,000 - 16,000

The present painting may be by Johannes Maas II (1655-1690), his style being very different from that of Dirck Maas (1651-1690), who worked more in the tradition of Jan van Huchtenburg and Philips Wouwerman, for example. From a point of view of style, however, one might alternatively suggest that it was painted by an unknown German artist who signed in this way.

**Allan Ramsay (Edinburgh 1713-1784 Dover)**

Portrait of Sir John Hynde Cotton, 3rd Bt. (died 1752), three-quarter-length, in a burgundy coat and a blue cloak signed 'A. Ramsay/1740' (on ledge, lower right) and inscribed 'Sir John Hinde Cotton. Bart. MP.' (upper left)

oil on canvas

123 x 97cm (48 7/16 x 38 3/16in).

£20,000 - 30,000

€25,000 - 37,000

US\$32,000 - 48,000

**PROVENANCE:**

Probably commissioned by Sir Watkin Williams-Wynn, 3rd Bt. (1692-1749) and by descent to Sir Watkins Williams-Wynn, 8th Bt., his sale, Sotheby's, London, 5 February 1947, lot 52 With Doig, Wilson and Wheatley, Edinburgh, 1948, purchased by Charles Ballantyne and sold in the same year to the 2nd Viscount Weir Sale, Christie's, London, 8 December 1980, lot 374 Sale, Sotheby's, London, 10 July 1985, lot 46, purchased by Colnaghi Sale, Sotheby's, London, 26 March 2004, lot 8 With Richard Green Fine Paintings, London

**EXHIBITED:**

London, Royal Academy, *Allan Ramsay*, 1964, no. 3  
London, Colnaghi, *The British Face*, 1986, no. 25

**LITERATURE:**

A. Smart, *The Life and Art of Allan Ramsay* (London, 1952), pp. 44, 208, fig. XXXV  
J. Hayes, 'Allan Ramsay at the Royal Academy', *Burlington Magazine*, vol. CVI, 1964, pp.190, 193  
A. Smart, *The Life and Art of Allan Ramsay* (London, 1999), no. 104, fig. 39

After leaving Cambridge Cotton entered the House of Commons in 1708 as one of the members for Cambridge, a borough he represented continuously until 1722. Originally tall and handsome, with an imposing figure, epic over-indulgence eventually distorted his figure, such that the legendary size of Cotton's backside offered an irresistible target for satire. In one caricature ministers were depicted preparing to thrust him down the throat of a reluctant monarch, to the accompaniment of such observations as 'his bottom's damn'd broad'.

By 1733, with Tory morale low and the party lacking firm leadership, Cotton came to the fore, and was being described as one of 'the leaders of the Tories', even as 'the very head ... of the violent (some will say the Jacobite) party'. Yet it was only in the early 1740s that he took part in Jacobite intrigues and corresponded with the court in exile. Even then his participation in the negotiations for a Jacobite invasion in 1740-45 was marked by extreme caution and he never made any personal commitment. Thus during the Rising of 1745 Cotton managed to keep his place in government and ostentatiously proclaimed his loyalty to the Hanoverian dynasty when the rebellion was over. Nevertheless, he was still dismissed from office a year later and returned to opposition.

In view of his slippery political conduct it is ironic that Cotton's funerary monument at Landwade in Cambridgeshire praised his 'integrity and manly conduct', and his successful avoidance of 'faction' and 'invective'; while his obituary in the *Gentleman's Magazine* stressed his incorruptibility rather than his moderation and emphasized his constancy to 'country' principles: 'he lived, he died a patriot'.





93

93  
 Attributed to Johan Anton Richter, called Giovanni Richter  
 (Stockholm 1665-1745 Venice)

The Piazza San Marco, Venice  
 oil on canvas  
 36 x 55cm (14 3/16 x 21 5/8in).  
 unframed

£15,000 - 20,000  
 €19,000 - 25,000  
 US\$24,000 - 32,000

PROVENANCE:  
 The Property of a Private European Collector

A version of this view was sold at Phillips, London, 6 December 1994,  
 lot 49, with a certificate from Dario Succi.



94

**Luca Carlevarijs (Udine 1663-1730 Venice)**

The Piazzetta, Venice, looking towards the Punta della Dogana

oil on canvas

48 x 68.5cm (18 7/8 x 26 15/16in).

£400,000 - 600,000

€500,000 - 750,000

US\$640,000 - 960,000

PROVENANCE:

Private Collection, Milan

EXHIBITED:

Padua, 25 September-26 December, 1994, *Carlevarijs e la veduta veneziana del Settecento*, no. 41

LITERATURE:

D. Succi, *Carlevarijs e la veduta veneziana del Settecento*, exhibition catalogue (Padua, 1994) cat. no. 41

The present painting by Carlevarijs - who can be considered the founder of 18th Century Venetian *vedutismo* and the foremost influence on Canaletto's development - was first published in 1994 by Dario Succi, who dates it to circa 1710. Carlevarijs has opted here for a slightly unusual vista which allows for a theatrical, diagonal setting in which the varied architecture of the Piazza is juxtaposed with the opening of the square and the lagoon on the left. This particularly dramatic device was employed by the artist in two other works (see: Aldo Rizzi, *Luca Carlevarijs* (Venice, 1967), cat. 129 and 130, ill.). Ultimately this composition is derived, with slight differences, from Carlevarijs's *Veduta della Piazzetta verso la Zecca*, published in 1703 as one of the plates in a series of etchings entitled *Le Fabriche, e Vedute di Venetia*. Two of the figures, namely the one far left with his right arm outstretched, and the one to the left of the San Marco Column wearing a grey cape, are closely related to two drawings, now in the Salamon Collection, Milan (see: figs. 1 and 2). Although these drawings, which are highly finished and have inscriptions, were probably intended as models for the etchings, it was not unusual for the artist to incorporate some of them into his later painted compositions.



fig. 1 Courtesy of SALAMON&Co., Milan



fig. 2 Courtesy of SALAMON&Co., Milan





95

95

**Jan van de Venne (Mechelen ? -circa 1651 Brussels)**

Portrait of an elderly man, half-length, in a red robe and black hat  
oil on panel

57.2 x 42cm (22 1/2 x 16 9/16in).

£4,000 - 6,000

€5,000 - 7,500

US\$6,400 - 9,600

PROVENANCE:

Sale, Sotheby's, Monaco, 16/17 June, 1989, lot 333

Sale, Tajan, Paris, 23 April 1990, lot 169

With Bakara Antiquités, Biarritz

Where purchased by the present owner in 1993



96

96  
**Workshop of Pieter Bruegel the Younger**  
**(Antwerp circa 1564-1638)**

Two peasants with a hen and a spindle  
 oil on panel

22.5 x 28.7cm (8 7/8 x 11 5/16in).

£10,000 - 15,000

€12,000 - 19,000

US\$16,000 - 24,000

The present panel may be compared to two similar works ascribed to unknown artists: Berger Collection, Stockholm, 1938; and with Gallery Frye and Son, 1996, the latter being closest in its composition (see: K. Ertz, *Pieter Bruegel der Jüngere (1564-1637/38)* (Lingen, 2000), vol. I, p. 181, nos. 158 and 159, both illustrated).

97

**George Romney (Beckside 1734-1802 Kendal)**

Portrait of Stratford Canning (1786-1880), three-quarter length,  
seated, in a blue coat  
oil on canvas

126 x 104cm (49 5/8 x 40 15/16in).

£15,000 - 20,000

€19,000 - 25,000

US\$24,000 - 32,000

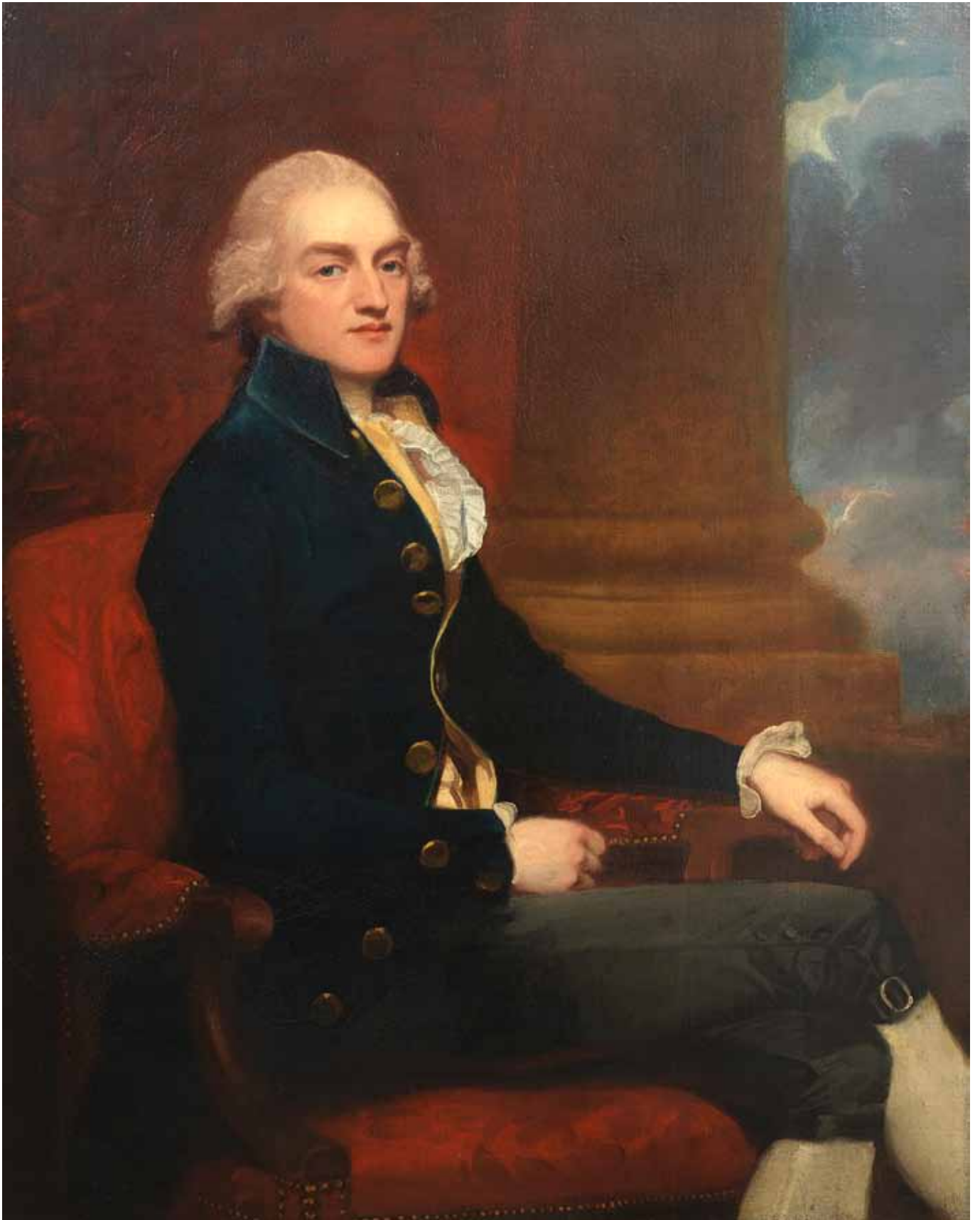
**PROVENANCE:**

Sale, Frant Court premises, 29 October 1908, according to William Roberts's annotated catalogue (T. H. Ward and W. Roberts, *Romney: Essay and Catalogue Raisonné* (2 vols., London and New York, 1904) The Collection of Sir Philip and Lady Haldin, Lympne Place, Lympne, Kent, circa 1920-1958, and thence by descent to the present owner

Romney also painted a portrait of Mrs Stratford Canning and Child, which is now with the National Trust for Scotland at Fyvie Castle. The latter painting had also been at Frant Court but was sold privately by the family to Agnew's prior to the 1904 sale.

Stratford Canning, subsequently 1st Viscount Stratford de Redcliffe K.G., G.C.B., P.C., was a British diplomat and politician, best known as the longtime British Ambassador to the Ottoman Empire. A cousin of the Foreign Secretary and Prime Minister, George Canning, he was Envoy Extraordinary and Minister-Plenipotentiary to the United States between 1820 and 1824 and held his first appointment as Ambassador to the Ottoman Empire between 1825 and 1828. He intermittently represented several constituencies in parliament between 1828 and 1842. In 1841 he was once again appointed Ambassador to the Ottoman Empire, a position he held for the next 17 years. Canning came to be seen as one of the leading figures in Constantinople, as British influence over the area increased and the Turks became viewed increasingly as British clients. Nevertheless, despite his illustrious diplomatic career Canning's hopes of high political office were frequently dashed.

We are grateful to Alex Kidson for his assistance in writing this catalogue entry.





98

98

**Richard Cosway, R.A. (Devon 1742-1821 London)**

Portrait of Mrs J.P. Fector, with her two children, Peter and Mary,  
in an interior

oil on canvas

69 x 87cm (27 3/16 x 34 1/4in).

£20,000 - 30,000

€25,000 - 37,000

US\$32,000 - 48,000

**PROVENANCE:**

The Collection of Sir Philip and Lady Haldin, Lympne Place, Lympne,  
Kent, circa 1920-1958, and thence by descent to the present owner

99

**John Hoppner, R.A. (London 1758-1810)**

Portrait of Jane, daughter of Lt. Gen. Sir Thomas Spencer Wilson Bt.,  
half length, in a black lace dress

oil on canvas

91 x 71cm (35 13/16 x 27 15/16in).

£8,000 - 12,000

€10,000 - 15,000

US\$13,000 - 19,000

**PROVENANCE:**

D. Perceval Esq.

Rt. Hon. Earl of Egmont, Avon Castle, Hampshire

With Gooden and Fox, December 1930 (purchased for 900gns)

The Collection of Sir Philip and Lady Haldin, Lympne Place, Lympne,  
Kent, circa 1920-1958, and thence by descent to the present owner

Jane Spencer (1769-1844) married The Rt. Hon. Spencer Perceval,  
son of the Earl of Egmont and Prime Minister of Britain. He was  
assassinated by John Bellingham in the lobby of the House of Commons  
on 11 May 1812.



100\*

**John Constable, R.A. (Suffolk 1776-1837 Hampstead)**

A study of figures and horse-drawn wagons on Hampstead Heath, intended for Branch Hill Pond, Hampstead  
oil on paper, laid down on board, incised for transfer  
19.5 x 24cm (7 11/16 x 9 7/16in).

£60,000 - 80,000

€75,000 - 100,000

US\$96,000 - 130,000

PROVENANCE:

Said to have come from the artist's studio  
Thence by descent to one of his granddaughters  
Sale, Christie's, London, 28 July 1950, lot 39 (*A study for the ponds, Hampstead Heath*, on paper, and *A landscape with pool*, on panel, two (2), 45 gns.)

This important study by Constable was last seen on the market over sixty years ago. It was painted, most probably, in 1824, when Constable was at the height of his fame, having won the Gold Medal at the Paris Salon for *The Haywain* and *View on the Stour near Dedham*, that year. Orders from the Paris dealers, Arrowsmith and Schroth, together with commissions from English patrons were plentiful; this coupled with the fact that he was travelling between Hampstead and Brighton, where he had moved his family in May 1824, for Maria's health, put significant pressure on his ability to produce pictures on time. For this reason it seems that Constable put his studio assistant, John Dunthorne Jun., to more and more use at this period, not only in priming canvases, but contributing the background lay-ins to some works.

The present study by Constable is the compositional beginning for the right-hand foreground of two important pictures of *Branch Hill Pond, Hampstead*, painted in 1824. The first is the version exhibited at the Royal Academy, London, in 1825, no. 115, and purchased by Francis Darby for 130 gns (see Graham Reynolds, *The late paintings of John Constable* (Yale University Press, 1984), p. 158, cat. No.25.5, pl.256) and the second is the replica (?), commissioned by Schroth (Reynolds op. cit., no.25.7).

The exact sequence of the genesis of these two pictures is unknown, but Beckett states that Dunthorne had laid in the outline (of one of these pictures), by 16 July 1824 and that Constable completed the picture at Brighton (R.B. Beckett (ed.), *John Constable's Correspondence* (Suffolk Records Office, 1962-8), vol. IV, p. 186). Beckett (*op.cit.*) quotes Constable in vol. VI, p. 187, in a letter to John Fisher (Archdeacon of Salisbury) of 17 December, 1824, explaining how he came to make two almost identical versions of *Branch Hill Pond* and its pendant (see Reynolds, *op. cit.*, p. 159): 'I have painted two of my best landscapes for Mr Schroth at Paris. They will soon go but I have copied them, so it is immaterial which is sent away.'

The most plausible explanation for our study is that it is a worked-up version in oil of a pencil drawing of the figures, horses and carts, now lost, but very close to the drawing of this subject in the British Museum Hampstead sketch book of 1819, which Constable intended to be the foreground focus of *Branch Hill Pond*. The outline of the closer horse, cart and figures are incised, which implies that they were traced while the paint was still relatively wet and then, presumably, transposed by Johnny Dunthorne into the right-hand corners of the canvases he had prepared.

This study, which is 25cm. wide, is replicated exactly in the bottom right-hand third of the two 75cm.-wide canvases mentioned above. It is a fascinating insight into Constable's studio practice, at the height of his career.



## Property from a Distinguished Californian Estate

101\*

**Jacob Adriaensz. Backer (Harlingen 1608-1651 Amsterdam)**

Portrait of a gentleman, three-quarter-length, in a black tunic with a lace collar

signed with monogram 'AB' (upper left)

oil on canvas

97 x 74.5cm (38 3/16 x 29 5/16in).

£20,000 - 30,000

€25,000 - 37,000

US\$32,000 - 48,000

### LITERATURE:

E. de Heer and P. van den Brink, *Jacob de Backer (1608/9-1651)*

(Amsterdam, 2008), ill. p. 171 (as whereabouts unknown)

Peter van den Brink dates this portrait, whose whereabouts was hitherto unknown, to circa 1647 and states that it compares well with other male portraits of Backer from the last phase of his life, such as the *Portrait of Abraham de Visscher* and the *Portrait of Machtelt Bas*, both of which are in the Rijksmuseum, Amsterdam and date from 1651, and more famously his portrait of the *Governors of the Nieuwezijds Huiszittenhuis at Amsterdam*, also in the Rijksmuseum (*op. cit.*, p. 171). These portraits are similarly characterised by an objective rendering of the subject, concentrating on the accurate representation of his sitters.

Jacob Backer, who had been a fellow pupil of Govaert Flinck in the studio of the history painter, Lambert Jacobsz., in Friesland, returned, with Flinck, to his native Amsterdam in 1633, where he remained for the rest of his life. Soon after his arrival in the city he received his first important commission for a group portrait of the *Governors of the Civic Orphanage of Amsterdam* (Amsterdams Historisch Museum), one of the most famous Amsterdam group portraits. While his fame has since been eclipsed by that of Rembrandt, he was much praised in his own lifetime and afterwards.



## Other Properties

102<sup>W</sup>

**Paul de Vos (Hulst 1596-1678 Antwerp)**

Various flowers in vases, figs and strawberries in *Kraak* porcelain bowls, with copperware, dead game, two cats fighting and three dogs in the foreground

oil on canvas

173 x 240cm (68 1/8 x 94 1/2in).

unframed

£20,000 - 30,000

€25,000 - 37,000

US\$32,000 - 48,000

PROVENANCE:

The Property of a Private European Collector

Paul de Vos was a very close pupil of Frans Snyder (1579-1657). The influence of the latter's style is particularly evident in the vase of flowers on the table in the present composition.



103

**Jacques de Stella (Lyons 1596-1657 Paris)**

The Madonna and Child

signed 'STELLA. f. 1651' (on ledge, lower right)

oil on canvas, tondo

71.5cm. (28 1/8in). diameter

**£80,000 - 120,000**

**€100,000 - 150,000**

**US\$130,000 - 190,000**

Stella employed a similar domestic motif with *The Virgin feeding the Infant while an angel blows on a brazier in a canvas*, 66 x 52 cm., in Blois, Musée Communal du Château (see: S. Laveissière & G. Chomer, *Jacques Stella (1596-1657)*, exh. cat. (Lyon, 2007), cat. no. 76, ill. p. 144). The tranquil and delicate sensibility of the scene, with its gentle, cool tones lit by the fire of the brazier, is pervaded by the solemnity with which the Virgin prepares food: no doubt an allusion to the Eucharist.

While the chronology of Stella's output is far from settled, the present, dated work can now be securely added to his very mature phase, executed some time after his return to France in 1634. He had quickly been retained in Paris by Cardinal Richelieu in the service of Louis XIII and was inundated by official favours: a royal warrant as *Peintre du Roi*, lodgings in the Louvre, a pension and, later, the chain of the Order of Saint Michel. *The Virgin and Child*, however, owes much to Stella's sojourn in Italy, where his friendship with Poussin was highly formative and where he came into contact with a variety of other influences, including the art of Raphael, the Carracci and Domenichino. It was in Rome that he also acquired a taste for realistic detail, often of a rustic kind, and for the effects of nocturnal light, all of which are evident in the present canvas.



103

## Index

## Lot No's

### A

Adriaenssen the Elder, Alexander	7
Antwerp Mannerist	13

### B

Backer, Jacob Adriaensz.	101
Bassano, Francesco Giambattista da Ponte, called	68
Blaauw, Johannes de	28
Boulogne, Valentin de	62
Bouttats, Jacob	84
Bray, Jan de	72
Bronzino, Agnolo	44
Brueghel the Younger, Pieter	56, 96
Bruyn the Elder, Bartholomus	3

### C

Cabel, Adriaen van der	77
Canaletto, Antonio Canal, called	36
Carlevarijs, Luca	94
Carlone, Carlo Innocenzo	21
Caullery, Louis de	81
Cedini, Constantino	31
Chapron, or Chaperon, Nicolas	64
Cimaroli, Giovanni Battista	66
Cleve, Cornelis van	55, 86
Constable, John	100
Constance, School of	73
Cosway, Richard	98

### D

Dandré-Bardon, Michel-François	65
Devis, Arthur	70, 71
Domenichini, Apollonio	74, 75
Dughet, Gaspard	38
Dyck, Sir Anthony van	17

### F

Flemish School	89
Florentine School	10
Franck, Pauwels, called Paolo Fiammingo	53
Frantz, or Frantzen, F.	48

### G

Gainsborough, Thomas	67
Garzi, Luigi	30
Geel, Joost van	57
Genoese School	79
Ghislandi, Vittore Giuseppe	52
Gossaert, Jan, called Mabuse	88
Greco, Domenikos Theotokopoulos, called El	78
Grimou, Alexis	33
Guarana, Jacopo	51
Guardi, Giacomo	58
Guido da Siena	9
Guidobono, Bartolomeo	80

### H

Hayman, Francis	11, 12
Hondius, Abraham Danielsz.	14
Hoppner, John	99

### I

Jonson van Ceulen, Cornelis	41
-----------------------------	----

### K

Kempener, Peeter de, called Pedro de Campagna	87
Kettle, Tilly	61
Keuninck, Kerstiaen de	16

### L

Lairesse, Gérard de	37
Lanciano, Polidoro da	69
Leiden, School of	47
Lely, Sir Peter	42
Lint, Hendrick Frans van, called Studio	26, 27
Lint, Giacomo van	5

### M

Maas, **	91
Masturzio, Marzio	76
Mayrhofer, Johann Nepomuk	8
Moni, Louis de	15
Mostaert the Elder, Gillis	90
Moucheron, Frederick de	19
Mulier the Elder, Pieter	24

### O

Ottino, Pasquale	43
------------------	----

### P

Passarotti, Bartolomeo	63
Peeters, Jan	25
Pillement, Jean-Baptiste	34, 35
Polo, Bernardo	32
Prague School	1

### R

Ramsay, Allan	92
Rhine, School of the	2
Ribera, Jusepe de	45
Richter, Johan Anton	93
Rietschoof, Hendrik	4
Robert, Hubert	6
Romanino, Girolamo Romani, called	46
Romney, George	97
Royen, Willem Frederik van	23

### S

Sigrist, Franz	39
Stella, Jacques de	103
Storck, Abraham Jansz.	18
Sustris, Lambert	85

### T

Tillemans, Peter	83
Treu, Catharina	22

### V

Vanderbank, John	60
Vassilacchi, Antonio, called Aliense	49
Velde II, Willem van de	29
Venetian School	20
Venne, Jan van de	95
Vos, Paul de	102
Vos, Simon de	82
Vrancx, Sebastian	54

### W

Willmann, Michael	50
Winck, Johann Amandus	40

### Z

Zanin, Francesco	59
------------------	----



## The Marouf Collection: Part I

### Highly important 18th century Meissen porcelain

Wednesday 5 December 2012 at 1.30pm  
New Bond Street, London

Enquiries:  
Sebastian Kuhn  
+44 (0)20 7468 8384  
sebastian.kuhn@bonhams.com

Nette Megens  
+44 (0)20 7468 8348  
nette.megens@bonhams.com

Details of a beaker and saucer from the  
'Half-Figure Service': a highly important  
group of Meissen tea wares, circa 1723-24  
Estimate upon Request



Bonhams

1793

# The Gentleman's Library Sale

Wednesday 30 January 2013  
Knightsbridge, London  
Entries now invited

Closing date for entries  
Friday 30 November 2012

+44 (0) 20 7468 8232  
sam.travers@bonhams.com

Barbara Regina Dietzsch  
(Nuremberg 1706-1783)

A blue poppy with a red beetle and white  
moth against a black background  
gouache with gum arabic on laid paper  
30.5 x 21.3cm (12 x 8 3/8in).  
£3,000-4,000

International Auctioneers and Valuers - [bonhams.com/perioddesign](http://bonhams.com/perioddesign)



Bonhams

1793

# Old Master Paintings

Wednesday 10 April 2013  
Knightsbridge, London

+44 (0) 20 7468 8307  
oldmasters@bonhams.com

Flemish School, 16th Century  
The Magdalen  
oil on panel  
70 x 49.5cm (27 9/16 x 19 1/2in).  
£1,000-1,500

International Auctioneers and Valuers - [bonhams.com/oldmasters](http://bonhams.com/oldmasters)

## NOTICE TO BIDDERS

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

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

### 1. OUR ROLE

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

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

### 2. LOTS

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

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

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

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### *Contractual Description of a Lot*

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

#### *Estimates*

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams’* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer’s Premium* payable. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

#### *Condition Reports*

In respect of most *Lots*, you may ask for a *Condition Report* on its physical condition from *Bonhams*. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. Nor does the *Seller* owe or agree to owe you as a *Bidder* any obligation or duty in respect of this free report about a *Lot*, which is available for your own inspection or for inspection by an expert instructed by you. However, any written *Description* of the physical condition of the *Lot* contained in a *Condition Report* will form part of the *Contractual Description* of the *Lot* under which it is sold to any *Buyer*.

#### *The Seller’s responsibility to you*

The *Seller* does not make or agree to make any representation of fact or contractual promise, *Guarantee* or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf, which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any *Contract for Sale* between a *Seller* and a *Buyer*.

#### *Bonhams’ responsibility to you*

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller’s* agent only (unless *Bonhams* sells the *Lot* as principal).

*Bonhams* undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams’* behalf, whether in the *Catalogue* or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

*Bonhams* does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on

*Bonhams’* behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer’s Agreement*.

#### *Alterations*

*Descriptions* and *Estimates* may be amended at *Bonhams’* discretion from time to time by notice given orally or in writing before or during a *Sale*.

THE *LOT* IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY *LOT* OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE *SALE*.

### 4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer’s* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

### 5. BIDDING

We do not accept bids from any person who has not completed and delivered to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form*. You will be asked for proof of identity, residence and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving licence (or similar photographic proof of identity) and proof of address. We may request a deposit from you before allowing you to bid. We may refuse entry to a *Sale* to any person even if that person has completed a *Bidding Form*.

## Bidding in person

You should come to our *Bidder* registration desk at the *Sale* venue and fill out a *Bidder* Registration Form on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as “paddle bidding”. You will be issued with a large card (a “paddle”) with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer's*. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your *Bidder* Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale*. At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

## Bidding by telephone (only available on lots with a low estimate greater than £400)

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

## Bidding by post or fax

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

## Bidding via the internet

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

## Bidding through an agent

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

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

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

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

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

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

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

25% up to £25,000 of the *Hammer Price*  
20% from £25,001 of the *Hammer Price*  
12% from £500,001 of the *Hammer Price*

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

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

## 8. VAT

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

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

- † *VAT* at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω *VAT* on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- \* *VAT* on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

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

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

## 9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus *VAT* and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

**Sterling personal cheque drawn on a UK branch of a bank or building society:** all cheques must be cleared before you can collect your purchases;

**Bankers draft/building society cheque:** if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, we will allow you to collect your purchases immediately;

**Cash:** you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £5,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

**Sterling travellers cheques:** you may pay for *Lots* purchased by you at this *Sale* with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £5,000. We will need to see your passport if you wish to pay using travellers cheques;

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

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

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

**Debit cards:** there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 3% surcharge;

**Union Pay cards:** these are now accepted at our Knightsbridge and New Bond Street offices, when presented in person by the card holder. These cards are subject to a 3% surcharge.

**Credit cards:** Visa and Mastercard only. Please note there is a 3% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

## 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

Please refer all enquiries to our shipping department on:  
Tel: +44 (0)20 7468 8353/8302 Fax: +44 (0)20 7629 9673  
Email: [shipping@bonhams.com](mailto:shipping@bonhams.com)

## 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/about-us/museums-and-libraries/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5228. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

## 13. CITES REGULATIONS

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

DEFRA, Wildlife Licensing and Registration Service  
Floor 1, Zone 17, Temple Quay House  
2 The Square, Temple Quay  
BRISTOL BS1 6EB

## 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 10 of the *Buyers Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to VAT on the *Buyer's Premium*.

## 16. CLOCKS AND WATCHES

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

## 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

### Proof of Firearms

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

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

### Guns Sold as Parts

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

### Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the ° of bore and wall-thickness measurements

posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

## Original Gun Specifications Derived from Gunmakers

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

## Licensing Requirements

### Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

## Taxidermy and Related Items

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

## 18. FURNITURE

### Upholstered Furniture

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

## 19. JEWELLERY

### ~ Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US and it is the *Buyer's* responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of *Sale*. *Bonhams* will not be responsible for any additional costs in this regard howsoever incurred.

### Gemstones

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

### Estimated Weights

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

### Signatures

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

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

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

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 Kutichinsky

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

## 20. PHOTOGRAPHS

### Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.

- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

## 21. PICTURES

### Explanation of Catalogue Terms

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

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

## 22. PORCELAIN AND GLASS

### Damage and Restoration

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

## 23. VEHICLES

### The Veteran Car Club of Great Britain

#### Dating Plates and Certificates

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

## 24. WINE

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

### Examining the wines

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

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

### Corks and Ullages

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

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

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

### Options to buy parcels

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

### Wines in Bond

Wines lying in Bond are marked Δ and VAT is payable by the purchaser, at the standard rate, on the *Hammer Price*, unless the wines are to remain under Bond. *Buyers* requiring their wine to remain in Bond must notify *Bonhams* at the time of the *Sale*. The *Buyer* is then himself responsible for all duty, clearance VAT and other charges that may be payable thereon. All such *Lots* must be transferred or collected within two weeks of the *Sale*.

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

### Bottling Details and Case Terms

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

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

## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- 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.

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

### DATA PROTECTION – USE OF YOUR INFORMATION

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

## APPENDIX 1

### CONTRACT FOR SALE

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

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

#### 1 THE CONTRACT

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

#### 2 SELLER'S UNDERTAKINGS

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

#### 3 DESCRIPTIONS OF THE LOT

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

#### 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

#### 5 RISK, PROPERTY AND TITLE

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

#### 6 PAYMENT

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

#### 7 COLLECTION OF THE LOT

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



## 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

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

### 1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the *Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
  - 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;
  - 1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;
  - 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in

writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

### 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

### 3 PAYMENT

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

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

### 4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.

- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.
  - 4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.
  - 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
  - 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
  - 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
  - 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
  - 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.
- ## 5 STORING THE LOT
- We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders*, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the relevant section of the *Catalogue*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.

<b>6</b>	<b>RESPONSIBILITY FOR THE LOT</b>				
6.1	Only on the payment of the <i>Purchase Price</i> to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passed to you when it was knocked down to you.	7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
6.2	You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .			9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .
<b>7</b>	<b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i> ) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i> ) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i> ):	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	to terminate this agreement immediately for your breach of contract;			9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;	<b>8</b>	<b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , VAT and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i> ) and/or damages for breach of contract;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i> ) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	<b>10</b>	<b>OUR LIABILITY</b>
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i> ) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i> ) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	<b>9</b>	<b>FORGERIES</b>		
		9.1	We undertake a personal responsibility for any <i>Forgery</i> 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 <i>Lot</i> and that invoice has been paid; and		

- 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 MISCELLANEOUS

- 11.1 You may not assign either the benefit or burden of this agreement.
- 11.2 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.
- 11.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

- 11.4 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.
- 11.5 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.
- 11.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 11.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 11.8 In this agreement "including" means "including, without limitation".
- 11.9 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.
- 11.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 11.11 Save as expressly provided in paragraph 11.12 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.
- 11.12 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.

## 12 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](http://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](mailto:info@bonhams.com).

## APPENDIX 3

### DEFINITIONS AND GLOSSARY

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

### LIST OF DEFINITIONS

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

**"Auctioneer"** the representative of *Bonhams* conducting the *Sale*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Stamp”** means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

**“Standard Examination”** a visual examination of a *Lot* by a non-specialist member of *Bonhams’* staff.

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

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

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

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

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

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

**“Withdrawal Notice”** the *Seller’s* written notice to *Bonhams* revoking *Bonhams’* instructions to sell a *Lot*.

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

## GLOSSARY

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

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

**“bailee”**: a person to whom goods are entrusted.

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

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

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

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

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

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

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

## SALE OF GOODS ACT 1979

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

“Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
  - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
  - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer’s quiet possession of the goods, namely:
  - (a) the seller;
  - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
  - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties.”

# Bonhams Specialist Departments

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

## 19th Century Paintings

UK  
Charles O' Brien  
+44 20 7468 8360  
U.S.A  
Madalina Lazen  
+1 212 644 9108

## 20th Century British Art

Matthew Bradbury  
+44 20 7468 8295

## Aboriginal Art

Greer Adams  
+61 2 8412 2222

## African and Oceanic Art

UK  
Philip Keith  
+44 2920 727 980  
U.S.A  
Fred Baklar  
+1 323 436 5416

## American Paintings

Alan Fausel  
+1 212 644 9039

## Antiquities

Madeleine Perridge  
+44 20 7468 8226

## Antique Arms & Armour

UK  
David Williams  
+44 20 7393 3807  
U.S.A  
Paul Carella  
+1 415 503 3360

## Art Collections, Estates & Valuations

Harvey Cammell  
+44 (0) 207 468 8340

## Art Nouveau & Decorative Art & Design

UK  
Mark Oliver  
+44 20 7393 3856  
U.S.A  
Frank Maraschiello  
+1 212 644 9059

## Australian Art

Litsa Veldekis  
+61 2 8412 2222

## Australian Colonial Furniture and Australiana

James Hendy  
+61 2 8412 2222

## Books, Maps & Manuscripts

UK  
David Park  
+44 20 7393 3817  
U.S.A  
Christina Geiger  
+1 212 644 9094

## British & European Glass

UK  
Simon Cottle  
+44 20 7468 8383  
U.S.A.  
Suzy Pai  
+1 415 503 3343

## British & European Porcelain & Pottery

UK  
John Sandon  
+44 20 7468 8244  
U.S.A  
Peter Scott  
+1 415 503 3326

## Contemporary Art

U.S.A  
Jeremy Goldsmith  
+1 212 644 9656

## California & American Paintings

Scot Levitt  
+1 323 436 5425

## Carpets

UK  
Mark Dance  
+44 8700 27361  
U.S.A.  
Hadji Rahimpour  
+1 415 503 3392

## Chinese & Asian Art

UK  
Asaph Hyman  
+44 20 7468 5888  
U.S.A  
Dessa Goddard  
+1 415 503 3333  
HONG KONG  
Julian King  
+852 2918 4321

## Clocks

UK  
James Stratton  
+44 20 7468 8364  
U.S.A  
Jonathan Snellenburg  
+1 212 461 6530

## Coins & Medals

UK  
John Millensted  
+44 20 7393 3914  
U.S.A  
Paul Song  
+1 323 436 5455

## Contemporary Art & Modern Design

UK  
Gareth Williams  
+44 20 7468 5834  
U.S.A  
Sharon Goodman Squires  
+1 212 644 9128

## Costume & Textiles

Claire Browne  
+44 1564 732969

## Entertainment Memorabilia

UK  
Stephanie Connell  
+44 20 7393 3844  
U.S.A  
Catherine Williamson  
+1 323 436 5442

## Ethnographic Art

Jim Haas  
+1 415 503 3294

## Football Sporting Memorabilia

Dan Davies  
+44 1244 353118

## Furniture & Works of Art

UK  
Fergus Lyons  
+44 20 7468 8221  
U.S.A  
Jeffrey Smith  
+1 415 503 3413

## Greek Art

Olympia Pappa  
+44 20 7468 8314

## Golf Sporting Memorabilia

Kevin Mcgimpsey  
+44 1244 353123

## Irish Art

Penny Day  
+44 20 7468 8366

## Impressionist & Modern Art

Deborah Allan  
+44 20 7468 8276

## Islamic & Indian Art

Alice Bailey  
+44 20 7468 8268

## Japanese Art

UK  
Suzannah Yip  
+44 20 7468 8368  
U.S.A  
Jeff Olson  
+1 212 461 6516

## Jewellery

UK  
Jean Ghika  
+44 20 7468 8282  
U.S.A  
Susan Abeles  
+1 212 461 6525  
AUSTRALIA  
Patti Sedgwick  
+61 2 8412 2222

## Marine Art

UK  
Alistair Laird  
+44 20 7468 8211  
U.S.A  
Gregg Dietrich  
+1 917 206 1697

## Mechanical Music

Laurence Fisher  
+44 20 7393 3984

## Modern, Contemporary & Latin American Art

U.S.A  
Sharon Goodman Squires  
+1 212 644 9128

## Motor Cars

UK  
Tim Schofield  
+44 20 7468 5804  
USA  
Mark Osborne  
+1 415 503 3353  
EUROPE  
Philip Kantor  
+32 476 879 471  
AUSTRALIA  
Damien Duigan  
+61 2 8412 2232  
Automobilia  
UK  
Toby Wilson  
+44 8700 273 619  
USA  
Kurt Forry  
+1 415 391 4000

## Motorcycles

Ben Walker  
+44 8700 273616  
Automobilia  
Adrian Pipiros  
+44 8700 273621

## Musical Instruments

Philip Scott  
+44 20 7393 3855

## Natural History

U.S.A  
Claudia Florian  
+1 323 436 5437

## Old Master Pictures

UK  
Andrew McKenzie  
+44 20 7468 8261  
U.S.A  
Mark Fisher  
+1 323 436 5488

## Orientalist Art

Charles O'Brien  
+44 20 7468 8360

## Photography

U.S.A  
Judith Eurich  
+1 415 503 3259

## Portrait Miniatures

Camilla Lombardi  
+44 20 7393 3985

## Prints

UK  
Robert Kennan  
+44 20 7468 8212  
U.S.A  
Judith Eurich  
+1 415 503 3259

## Russian Art

UK  
Sophie Hamilton  
+44 20 7468 8334  
U.S.A  
Yelena Harbick  
+1 212 644 9136

## Scientific Instruments

Jon Baddeley  
+44 20 7393 3872  
U.S.A.  
Jonathan Snellenburg  
+1 212 461 6530

## Scottish Pictures

Chris Brickley  
+44 131 240 2297

## Silver & Gold Boxes

UK  
Michael Moorcroft  
+44 20 7468 8241  
U.S.A  
Aileen Ward  
+1 800 223 5463

## South African Art

Giles Peppiatt  
+44 20 7468 8355

## Sporting Guns

Patrick Hawes  
+44 20 7393 3815

## Toys, Dolls & Chess

Leigh Gotch  
+44 20 8963 2839

## Travel Pictures

Veronique Scorer  
+44 20 7393 3960

## Urban Art

Gareth Williams  
+44 20 7468 5879

## Watches & Wristwatches

UK  
Paul Maudsley  
+44 20 7447 7412  
U.S.A.  
Jonathan Snellenburg  
+1 212 461 6530  
HONG KONG  
Carson Chan  
+852 2918 4321

## Whisky

UK  
Martin Green  
+44 1292 520000  
U.S.A  
Joseph Hyman  
+1 917 206 1661  
HONG KONG  
Daniel Lam  
+852 3607 0004

## Wine

UK  
Richard Harvey  
+44 (0) 8700 273622  
U.S.A  
Doug Davidson  
+1 415 503 3363  
HONG KONG  
Daniel Lam  
+852 3607 0004

**UNITED KINGDOM**

**London**  
101 New Bond Street •  
London W15 1SR  
+44 20 7447 7447  
+44 20 7447 7400 fax

Montpelier Street •  
London SW7 1HH  
+44 20 7393 3900  
+44 20 7393 3905 fax

**South East  
England**

**Brighton & Hove**  
19 Palmeira Square  
Hove, East Sussex  
BN3 2JN  
+44 1273 220 000  
+44 1273 220 335 fax

**Guildford**  
Millmead,  
Guildford,  
Surrey GU2 4BE  
+44 1483 504 030  
+44 1483 450 205 fax

**Tunbridge Wells**  
Ground Floor  
Royal Victoria House  
51-55 The Pantiles  
Tunbridge Wells, Kent  
TN2 5TE  
+44 1892 546 818  
+44 1892 518 077 fax

**Whitstable**  
95/97 Tankerton Road,  
Whitstable, Kent  
CT5 2AJ  
+44 1227 275 007  
+44 1227 266 443 fax

**Isle of Wight**  
+44 1983 282 228

Representative:  
**West Sussex**  
Jeff Burfield  
+44 1243 787 548

**South West  
England**

**Bath**  
Queen Square House  
Charlotte Street  
Bath BA1 2LL  
+44 1225 788 988  
+44 1225 446 675 fax

**Cornwall – Par**  
Cornubia Hall  
Eastcliffe Road  
Par, Cornwall  
PL24 2AQ  
+44 1726 814 047  
+44 1726 817 979 fax

**Exeter**  
The Lodge  
Southernhay West Exeter,  
Devon  
EX1 1JG  
+44 1392 425 264  
+44 1392 494 561 fax

**Winchester**  
The Red House  
Hyde Street  
Winchester  
Hants SO23 7DX  
+44 1962 862 515  
+44 1962 865 166 fax

**Tetbury**  
22a Long Street  
Tetbury  
Gloucestershire  
GL8 8AQ  
+44 1666 502 200  
+44 1666 505 107 fax

Representatives:  
**Dorset**  
Bill Allan  
+44 1935 815 271

**East Anglia**

**Bury St. Edmunds**  
21 Churchgate Street  
Bury St Edmunds  
Suffolk IP33 1RG  
+44 1284 716 190  
+44 1284 755 844 fax

**Norfolk**  
The Market Place  
Reepham  
Norfolk NR10 4JJ  
+44 1603 871 443  
+44 1603 872 973 fax

**Midlands**

**Knowle**  
The Old House  
Station Road  
Knowle, Solihull  
West Midlands  
B93 0HT  
+44 1564 776 151  
+44 1564 778 069 fax

**Oxford •**  
Banbury Road  
Shipton on Cherwell  
Kidlington OX5 1JH  
+44 1865 853 640  
+44 1865 372 722 fax

**Henley**  
The Coach House  
66 Northfield End  
Henley on Thames  
Oxon RG9 2JN  
+44 1491 413 636  
+44 1491 413 637 fax

**Yorkshire & North East  
England**

**Leeds**  
30 Park Square West  
Leeds LS1 2PF  
+44 113 234 5755  
+44 113 244 3910 fax

**North West England**

**Chester •**  
New House  
150 Christleton Road  
Chester, Cheshire  
CH3 5TD  
+44 1244 313 936  
+44 1244 340 028 fax

**Carlisle**  
48 Cecil Street  
Carlisle, Cumbria  
CA1 1NT  
+44 1228 542 422  
+44 1228 590 106 fax

**Manchester**  
The Stables  
213 Ashley Road  
Hale WA15 9TB  
+44 161 927 3822  
+44 161 927 3824 fax

**Southport**  
33 Botanic Road  
Churchtown  
Southport  
Merseyside PR9 7NE  
+44 1704 507 875  
+44 1704 507 877 fax

Representative:  
**Isle of Man**  
Felicity Loughran  
+44 1624 822 875

**Channel Islands**

**Jersey**  
39 Don Street  
St.Helier  
JE2 4TR  
+44 1534 722 441  
+44 1534 759 354 fax

Representative:  
**Guernsey**  
+44 1481 722 448

**Scotland**

**Edinburgh •**  
22 Queen Street  
Edinburgh  
EH2 1JX  
+44 131 225 2266  
+44 131 220 2547 fax

**Glasgow**  
176 St. Vincent Street,  
Glasgow  
G2 5SG  
+44 141 223 8866  
+44 141 223 8868 fax

Representatives:  
**Wine & Spirits**  
Tom Gilbey  
+44 1382 330 256

**Wales**

**Cardiff**  
7-8 Park Place,  
Cardiff CF10 3DP  
+44 2920 727 980  
+44 2920 727 989 fax

**EUROPE**

**Austria**  
Garnisongasse 4  
1090 Vienna  
+43 (0)1 403 00 01

**Belgium**  
Boulevard  
Saint-Michel 101  
1040 Brussels  
+32 (0)2 736 5076  
+32 (0)2 732 5501 fax

**France**  
4 rue de la Paix  
75002 Paris  
+33 (0)1 42 61 1010  
+33 (0)1 42 61 1015 fax

**Germany**  
Albertusstrasse 26  
50667 Cologne  
+49 (0)221 2779 9650  
+49 (0)221 2779 9652 fax

Maximilianstrasse 52  
80538 Munich  
+49 (0) 89 2420 5812  
+49 (0) 89 2420 7523 fax

**Ireland**  
31 Molesworth Street  
Dublin 2  
+353 (0)1 602 0990  
+353 (0)1 4004 140 fax

**Italy**  
Via Boccaccio 22  
20123 Milano  
+39 (0)2 4953 9020  
+39 (0)2 4953 9021 fax

Via Sicilia 50  
00187 Rome  
+39 (0)6 48 5900  
+39 (0)6 482 0479 fax

**Monaco**  
Le Beau Rivage  
9 Avenue d'Ostende  
Monte Carlo  
MC 98000  
+377 93 50 14 80  
+377 93 50 14 82 fax

**The Netherlands**  
de Lairessestraat 123  
1075 HH Amsterdam  
+31 20 67 09 701  
+31 20 67 09 702 fax

**Spain**  
Nuñez de Balboa no.4 - 1A  
Madrid  
28001  
+34 91 578 17 27

**Switzerland**  
Rue Etienne-Dumont 10  
1204 Geneva  
Switzerland  
+41 76 379 9230

Representatives:  
**Athens**  
Art Expertise  
+30 210 3636 404

**Denmark**  
John Raben Levetzau  
+44 (0)1508 521 251

**Marbella**  
James Roberts  
+34 952 90 62 50

**Moscow**  
Olga Malysheva  
+7 903 724 6872

**Portugal**  
Filipa Rebelo de Andrade  
+351 91 921 4778

**Prague**  
Jan Zvelebil  
+420 2 414 00081

**NORTH AMERICA**

**USA**

**San Francisco •**  
220 San Bruno Avenue  
San Francisco  
CA 94103  
+1 (415) 861 7500  
+1 (415) 861 8951 fax

**Los Angeles •**  
7601 W. Sunset Boulevard  
Los Angeles  
CA 90046  
+1 (323) 850 7500  
+1 (323) 850 6090 fax

**New York •**  
580 Madison Avenue  
New York, NY  
10022  
+1 (212) 644 9001  
+1 (212) 644 9007 fax

Representatives:  
**Arizona**  
Terri Adrian-Hardy  
+1 (480) 994 5362

**California**  
**Central Valley**  
David Daniel  
+1 (916) 364 1645

**District of Columbia/  
Mid-Atlantic**  
Martin Gammon  
+1 (202) 333 1696

**Southern California**  
Christine Eisenberg  
+1 (949) 646 6560

**Florida**  
+1 (305) 228 6600

**Georgia**  
Mary Moore Bethea  
+1 (404) 842 1500

**Illinois**  
Ricki Blumberg Harris  
+1 (312) 475 3922  
+1 (773) 267 3300

**Massachusetts**  
**Boston/New England**  
Amy Corcoran  
+1 (617) 742 0909

**Nevada**  
David Daniel  
+1 (775) 831 0330

**New Mexico**  
Leslie Trilling  
+1 (505) 820 0701

**Oregon**  
Sheryl Acheson  
+1(503) 312 6023

**Texas**  
Amy Lawch  
+1 (713) 621 5988

**Washington**  
Heather O'Mahony  
+1 (206) 218 5011

**CANADA**

**Toronto, Ontario •**  
Jack Kerr-Wilson  
20 Hazelton Avenue  
Toronto, ONT  
M5R 2E2  
+1 (416) 462 9004

**Montreal, Quebec**  
David Kelsey  
+1 (514) 341 9238

**SOUTH AMERICA**

**Argentina**  
Daniel Claramunt  
+54 11 479 37600

**Brazil**  
Thomaz Oscar Saavedra  
+55 11 3031 4444  
+55 11 3031 4444 fax

**ASIA**

**Hong Kong**  
Carson Chan  
Suite 1122  
Two Pacific Place  
88 Queensway  
Admiralty  
Hong Kong  
+852 2918 4321  
+852 2918 4320 fax

**Beijing**  
Xibo Wang  
Room A515  
F/5 CBD International Mansion  
No. 16 Yongnan Dongli  
Chaoyang District  
Beijing 100022  
+852 3607 0023  
+852 2918 4320 fax

**Japan**  
Hiromi Ono  
Level 14 Hibiya Central Building  
1-2-9 Nishi-Shimbashi  
Minato-ku  
Tokyo 105-0003  
+81 (0) 3 5532 8636  
+81 (0) 3 5532 8637 fax

**Taiwan**  
37/F Taipei 101 Tower  
No. 7 Xinyi Road  
Section 5  
Taipei 100, Taiwan  
+886 2 8758 2898  
+886 2 8758 2897 fax

**AUSTRALIA**

**Sydney**  
76 Paddington Street  
Paddington NSW 2021  
Australia  
+61 (0) 2 8412 2222  
+61 (0) 2 9475 4110 fax

**Melbourne**  
Ormond Hall  
557 St Kilda Rd  
Melbourne VIC 3004  
+61 (0) 3 8640 4088

Representatives:  
**Perth**  
Norah Ohrt  
+61 (0) 8 9433 4414

**Adelaide**  
James Bruce  
+61 (0) 8 8232 2860

**AFRICA**

**South Africa**  
Penny Culverwell  
Johannesburg  
+27 (0)71 342 2670

## Data Protection

Would you like to receive e-mailed information from us? ☐

Payments in excess of £5,000 can only be made by the cardholder in person.

[illegible]

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE READ AND UNDERSTAND OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM. THIS AFFECTS YOUR LEGAL RIGHTS.

Your signature	Date
----------------	------

**FOR OFFICE USE ONLY**

Identification seen: Client Card ☐ Driving Licence ☐ Passport ☐ C/C ☐ Other (Detail)..... Date..... Time ..... Taken by.....  
Bonhams 1793 Limited, Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.



EB 1793

**Bonhams**  
101 New Bond Street  
London W1S 1SR  
+44 (0) 20 7447 7447  
+44 (0) 20 7447 7400 fax

