

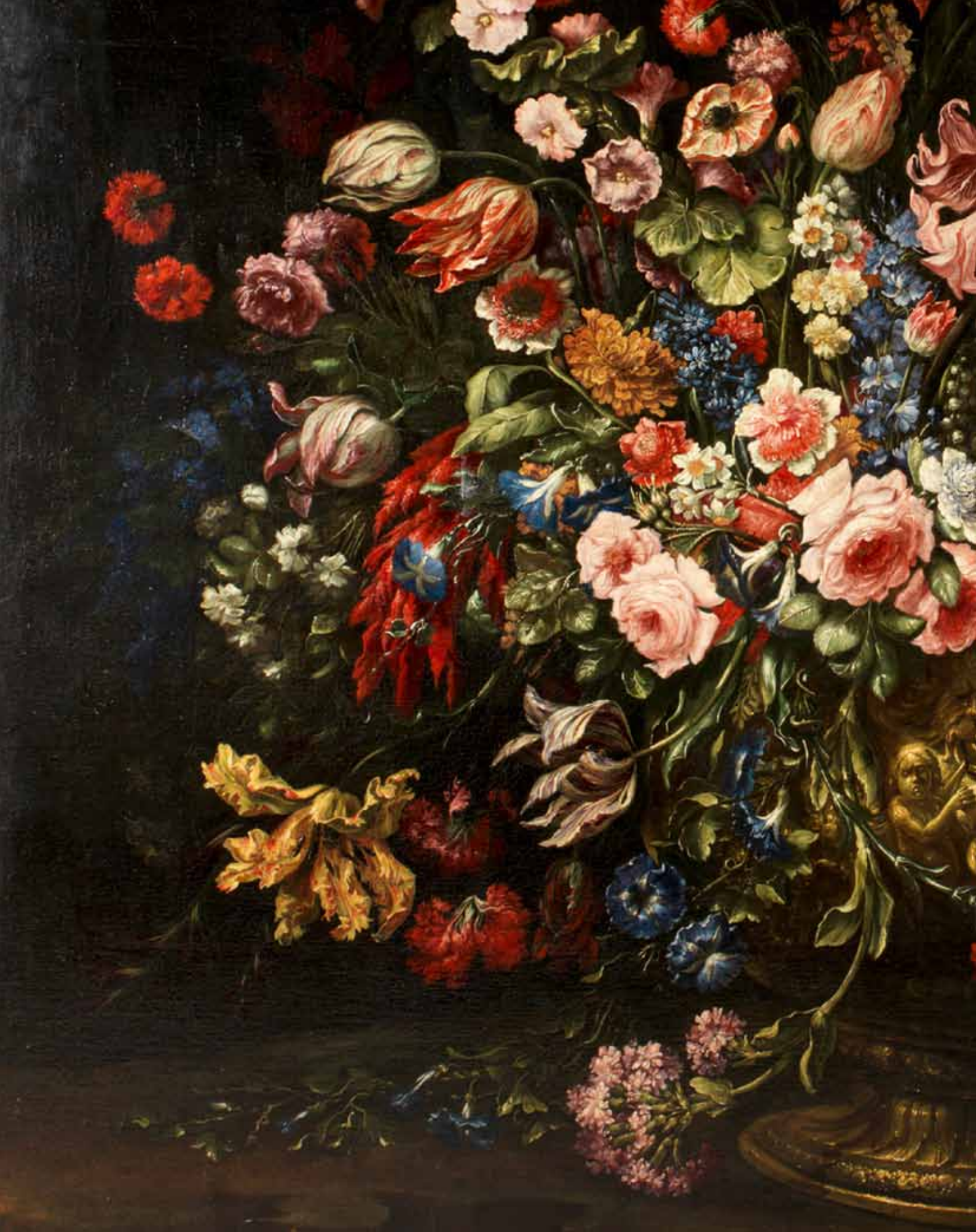


Bonhams

1793

Old Master Paintings

Wednesday 3 July 2013 at 2pm
New Bond Street, London







Old Master Paintings

Wednesday 3 July 2013, at 2pm
New Bond Street, London

Bonhams

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Front cover: 30 (detail)
Back cover: 67 (detail)
Inside front cover: 58 & 64 (details)
Inside back cover: 16 & 77 (details)



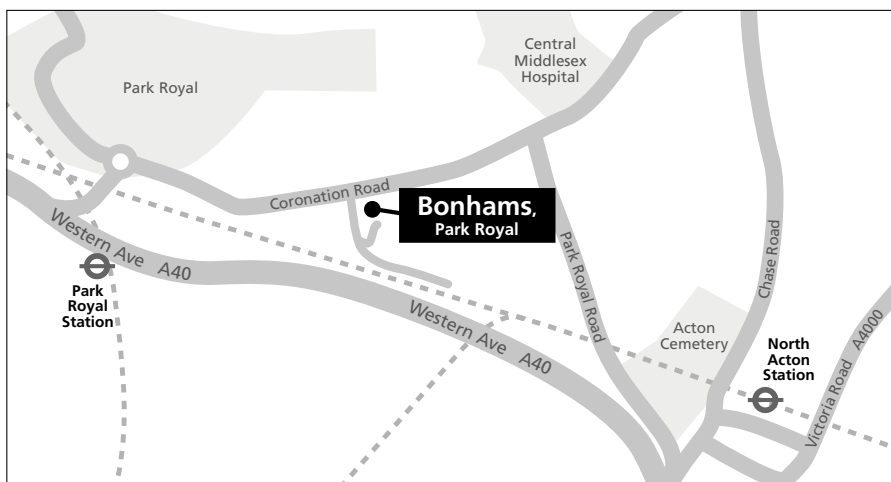
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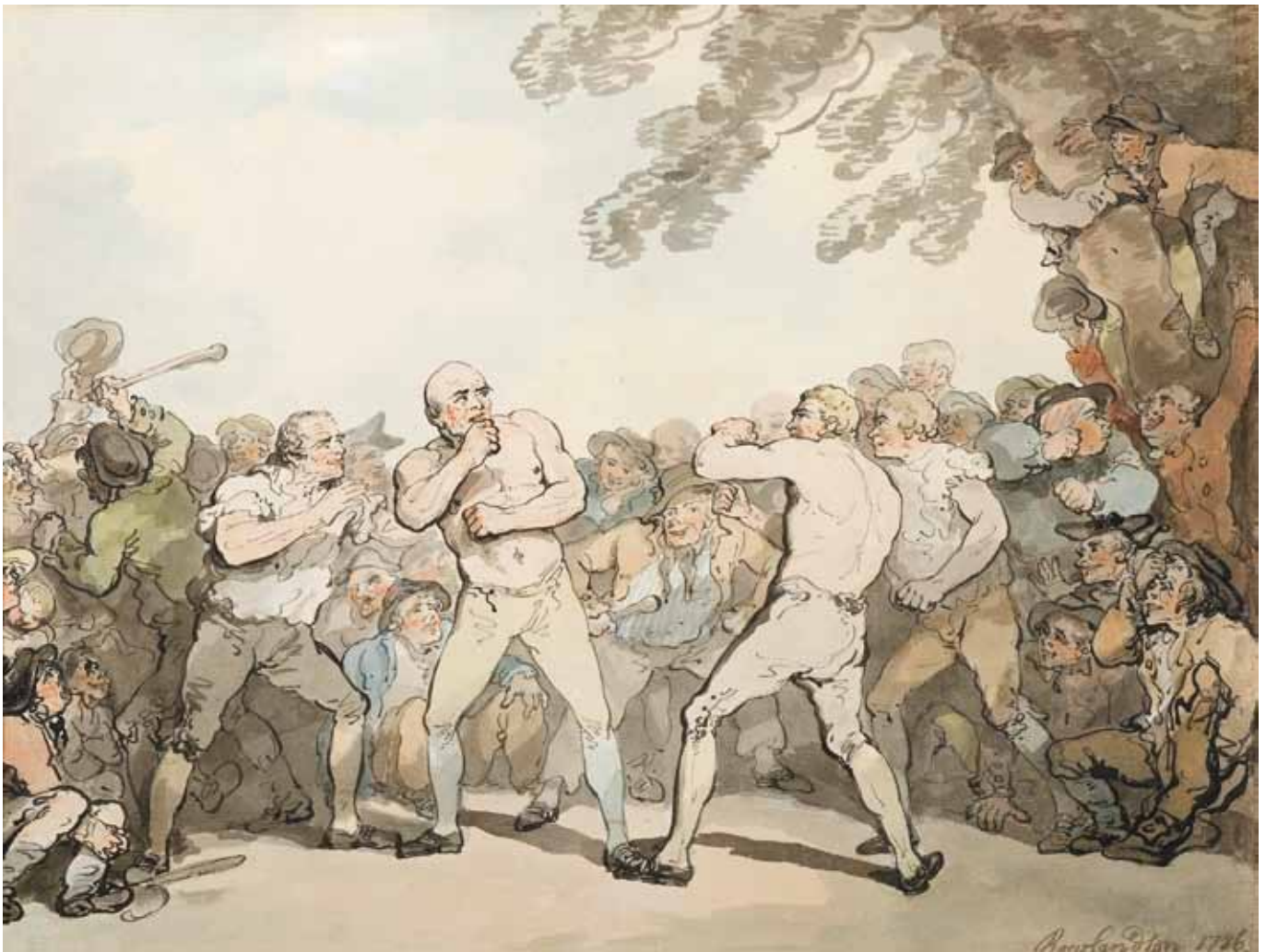
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▲ Bonhams owns the lot either wholly or partially or may otherwise have an economic interest.



1

1

Thomas Rowlandson (London 1756-1827)

A boxing match with a large crowd gathered bears signature and date 'Rowlandson 1786.' (lower right) pencil, pen and ink and watercolour on laid paper 28.6 x 36.9cm (11 ¼ x 14 ½in).

£5,000 - 7,000

€5,900 - 8,200

US\$7,600 - 11,000

Boxing was a subject that Rowlandson depicted on a number of occasions in his prints and watercolours. The sport enjoyed an unprecedented surge in popularity during the Regency period when it was openly patronised by the Prince Regent (later George IV) and his brothers. Championship boxing matches acquired a louche reputation as the places to be seen by the wealthy upper classes. A match would often be attended by thousands of people, as depicted by the crowd of spectators in this watercolour, many of whom had wagered money on the outcome.

The present watercolour seems to be a unique composition. Here Rowlandson is probably not reproducing an actual bout, but rather imagining a fight between the English champion John Broughton (on the left) and an unidentified opponent. Broughton is particularly remembered for introducing 'Broughton's Rules' after an accident in the ring. The Yorkshireman George Stevenson, known as 'The Coachman',

had fought Broughton on the 17 February 1741 in a fairground booth on Tottenham Court Road. Unfortunately, Stevenson died a few days after his 45-minute fight. Drawn up in order to prevent a recurrence of this unfortunate incident and published on 16 August 1743, 'Broughton's Rules' applied to the bare-knuckle Prize Ring and included 'That no person is to hit his adversary when he is down, or seize him by the ham, the breeches, or any part below the waist; a man on his knees to be reckoned down'. Broughton also advocated the use of boxing gloves.

Nonetheless, much was still left to the discretion of referees during Georgian boxing matches. Rounds were not of a fixed length but continued until one of the fighters was knocked or thrown to the ground. Those in his corner were then allowed 30 seconds to return him to the "scratch" – the middle of the ring – failing which his opponent was declared the victor. Broughton's rules were universally used until 1838. He died in 1789, aged 85, and was buried in Westminster Abbey in recognition of his contribution to English boxing.

Further examples of Rowlandson's boxing subjects dating to a similar period as the present lot include a watercolour in the Mellon Collection dating from 1787 and a slight sketch of a boxing match by him in the collection of the British Museum, dated 1785-90. Although Broughton's last fight in 1750 predates our watercolour, he was still considered an important figure in boxing circles and indeed a mezzotint of Broughton was produced in 1781.

Property from the Estate of Jasper L. Moore, Michigan, U.S.A.

The following 6 lots come from the Estate of Jasper L. Moore, an anglophile banker, from Michigan, U.S.A. Moore was descended from John Howland, who sailed on the Mayflower in 1620 and he never lost sight of this English ancestry, bringing his family to England on numerous occasions.

He began collecting during World War II, whilst stationed in California and was still actively acquiring works of art until his recent death, aged 90.

2*

John Constable, R.A. (East Bergholt 1776-1837 London)

Salisbury Cathedral: The West End

pencil on laid paper

12.5 x 8.2cm (4 ¹⁵/₁₆ x 3 ¹/₄in).

unframed

£15,000 - 20,000

€18,000 - 24,000

US\$23,000 - 30,000

PROVENANCE:

Sir Robert Witt

LITERATURE:

G. Reynolds, *The Early Paintings and Drawings of John Constable* (London, 1984), p. 159, cat. no. 11.25, pl. 901



2 (actual size)



3

3*

John Constable, R.A. (East Bergholt 1776-1837 London)

A view of Brighton Beach with figures on the shoreline bears inscription and date 'at Brighton 1825' (lower right), possibly in the hand of a Constable family member
pencil, black and white chalk with touches of pink and yellow chalks on blue paper

21.1 x 27.1cm (8 ⁵/₁₆ x 10 ¹/₁₆ in).

£8,000 - 12,000

€9,400 - 14,000

US\$12,000 - 18,000

PROVENANCE:

Eustace Constable (according to a label on the reverse)



4

4*

John Constable, R.A. (East Bergholt 1776-1837 London)

Study of a castle amongst trees

pencil on paper

12.5 x 21.8cm (4 ¹⁵/₁₆ x 8 ⁹/₁₆ in).

unframed

£15,000 - 20,000

€18,000 - 24,000

US\$23,000 - 30,000

5*

John Constable, R.A. (East Bergholt 1776-1837 London)

Coleorton Hall

Dated nov 7th/1823 (lower left)

and bares number 16 (upper right)

pencil on paper

17.4 x 25.1cm (6 ⁷/₈ x 9 ⁷/₈ in).

£60,000 - 80,000

€71,000 - 94,000

US\$91,000 - 120,000

PROVENANCE:

Possibly Maria Constable from November 1823

C. Bostock Esq.

Sale, Sotheby's, London, 26 June 1946, lot 71 (as part of an album)

With Agnew's, London

EXHIBITED:

Milwaukee, University of Wisconsin, *Constable: Symposium and Exhibition Commemorating the 200 Year Anniversary of the Birth of John Constable*, April 1976, cat. no. 3

LITERATURE:

G. Reynolds, *The Later Paintings and Drawings of John Constable* (London, 1984), p. 125, cat. no. 23.28, pl. 416

Coleorton Hall, Leicestershire was the seat of Sir George Howland Beaumont Bt. (1753-1827), collector, patron, painter and founder of the National Gallery. The house was designed by George Dance the Younger (1741-1825) in a severe gothic style, but oriented with great care and with large windows to frame and take in the prospect at the insistence of Sir Uvedale Price (1747-1829).

Constable's view is taken from the South, with the avenue leading to the Reynolds cenotaph at the artist's back, the terrace retaining wall to the left and the Winter Garden designed by Dorothy and William Wordsworth just out of view to the left of St. Mary's church, which is visible in the left distance, behind the fine stand of elm trees. It has been a mild, if rainy autumn and the trees are still in full leaf.

Constable had been staying at Coleorton since late October 1823 and was suffering a bout of ill health due to being cooped up indoors copying Sir George's Claudes, his twenty cloud studies by Alexander Cozens, who had been his drawing master at Eton and landscapes by Sir George, himself. Their daily routine would be to repair to Sir George's painting room after breakfast and paint together and go riding in the afternoon, if the weather allowed.

In early November Constable decided to extend his stay at Coleorton as he had heard that Robert Southey, the Poet Laureate and his wife and daughter were coming to spend a few days in Leicestershire on their way back from the Lakes. He had met Southey with Sir George in 1806, when they were staying with John Harden (1772- 1847) at Brathay Hall on the shores of Lake Windermere.

He wrote to his wife, Maria, on 18 November 1823: 'I sent you a hasty shabby line by Southey but all that morning I had been engaged on a little sketch in Miss Southey's album of his (Beaumont's) house which pleased all parties here very much.' Edith Southey's album is preserved intact in the Central Library, Bristol with Constable's watercolour still in it. The beautiful pencil sketch owned by the late Jasper Moore is the starting point for this watercolour and in many ways is the more powerful of the two views of the house.

Writing again on the 26 November shortly before leaving Coleorton Constable refers to having hardly been out of the house and regrets that he had 'only made you one little sketch of the house, which is all I have done from nature.' If the sketch from nature was a drawing then this lot has a strong claim to be that 'one little sketch.'





6

6*

John Constable, R.A. (East Bergholt 1776-1837 London)

A river landscape with a barge before barns, elms and ash trees,
with a country house to the right

pencil on paper

11.6 x 19cm (4⁵/₁₆ x 7 1/2in).

unframed

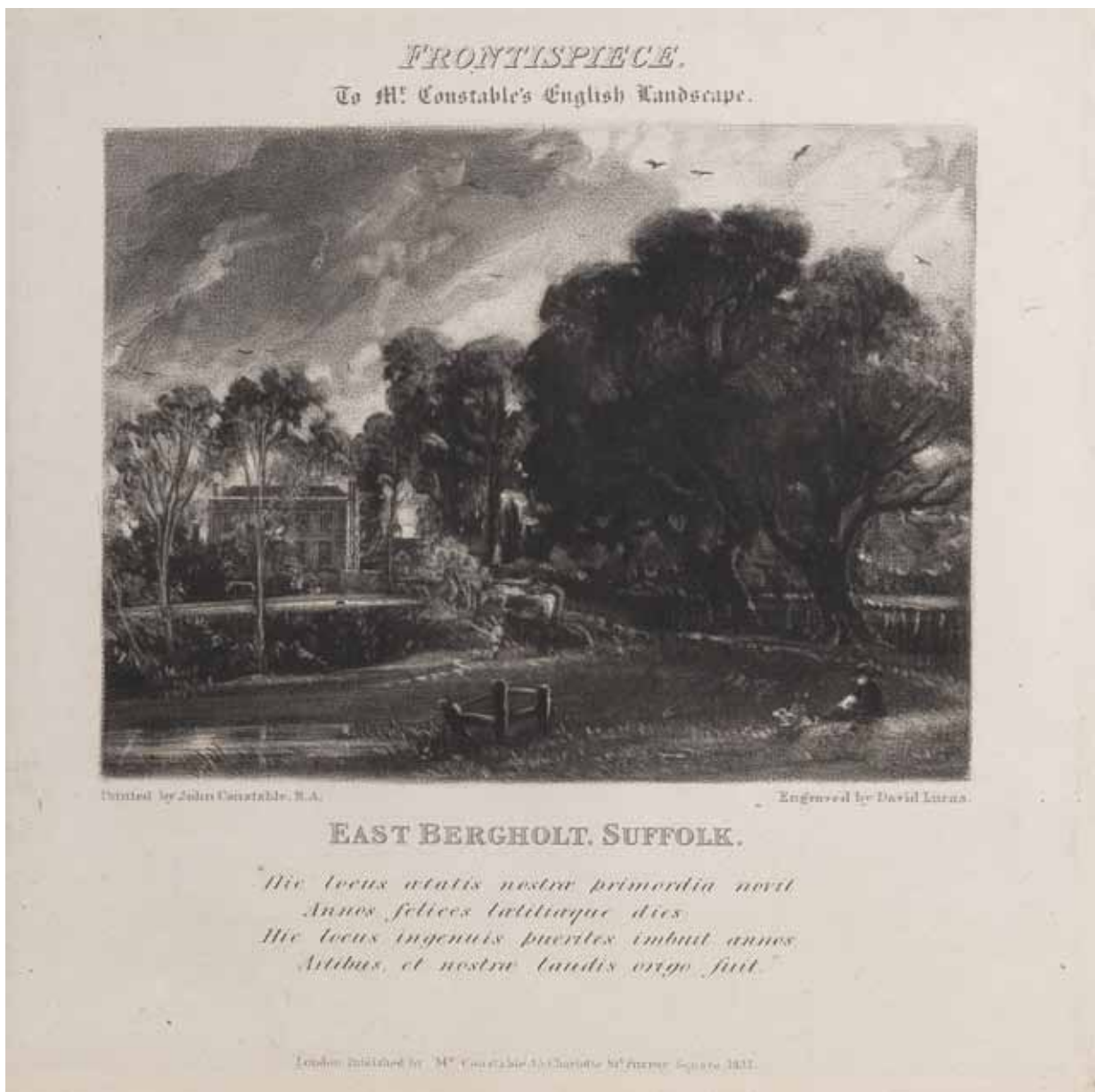
£6,000 - 8,000

€7,100 - 9,400

US\$9,100 - 12,000

PROVENANCE:

With John Nicholson Gallery, New York



7

7*

After John Constable, R.A., by David Lucas (1802-1881)

Various Subjects of Landscape, Characteristic of English Scenery, from Pictures painted by John Constable (Shirley 3,5-10,12-14,16-20,23, 25-29,34)

The complete set of 22 mezzotints, with etching, roulette and drypoint, including the frontispiece and vignette, 1830-32, with title page, introduction, text, list of plates and text pages to accompany the plates Old Sarum, Stoke by Neyland and Spring, published by the artist in 1833, very good velvety impressions of mostly first and second states, on chine appliqué, with wide margins, with the original binding holes, bound in brown paper-covered boards with leather spine and title in gold, 17.7 x 25cm (average plate size), 28.8 x 42.6cm (Vol), together with two volumes of *English Landscape Scenery*, published by Henry Bohn in 1833, each containing 40 mezzotints, with title, introduction and list of plates, on thick wove paper, bound in gilt-tooled red morocco boards with gold title on the spine, 44 x 29cm (Vol) (3 Volumes)

£5,000 - 7,000

€5,900 - 8,200

US\$7,600 - 11,000

Other properties

8

Giovanni Francesco Barbieri, called il Guercino (Cento 1591-1666 Bologna)

Study for an executioner

inscribed with the number '2' (upper right)

pen and ink

21.4 x 17.2cm (8⁷/₁₆ x 6 ³/₄in).

£10,000 - 15,000

€12,000 - 18,000

US\$15,000 - 23,000

PROVENANCE:

The artist's studio and by descent to his nephews Benedetto (1633-1715) and Cesare Gennari (1637-1688)

Probably with Francesco Forni, Bologna

John Bouverie (circa 1723-1750), circa 1745

John Hervey (d. 1764), through his wife Anne Bouverie (d. 1757)

Thence by descent to Elizabeth Bouverie (d. 1798)

Thence by bequest to Sir Charles Middleton, later 1st Baron Barham (1726-1813)

Thence by descent to Charles Noel (1781-1866), later 1st Earl of Gainsborough,

Thence by descent to the 3rd Earl of Gainsborough

By whom sold, Christie's, London, 27 July 1922 (lot number unknown)

Where purchased by E. Parsons and Sons, London

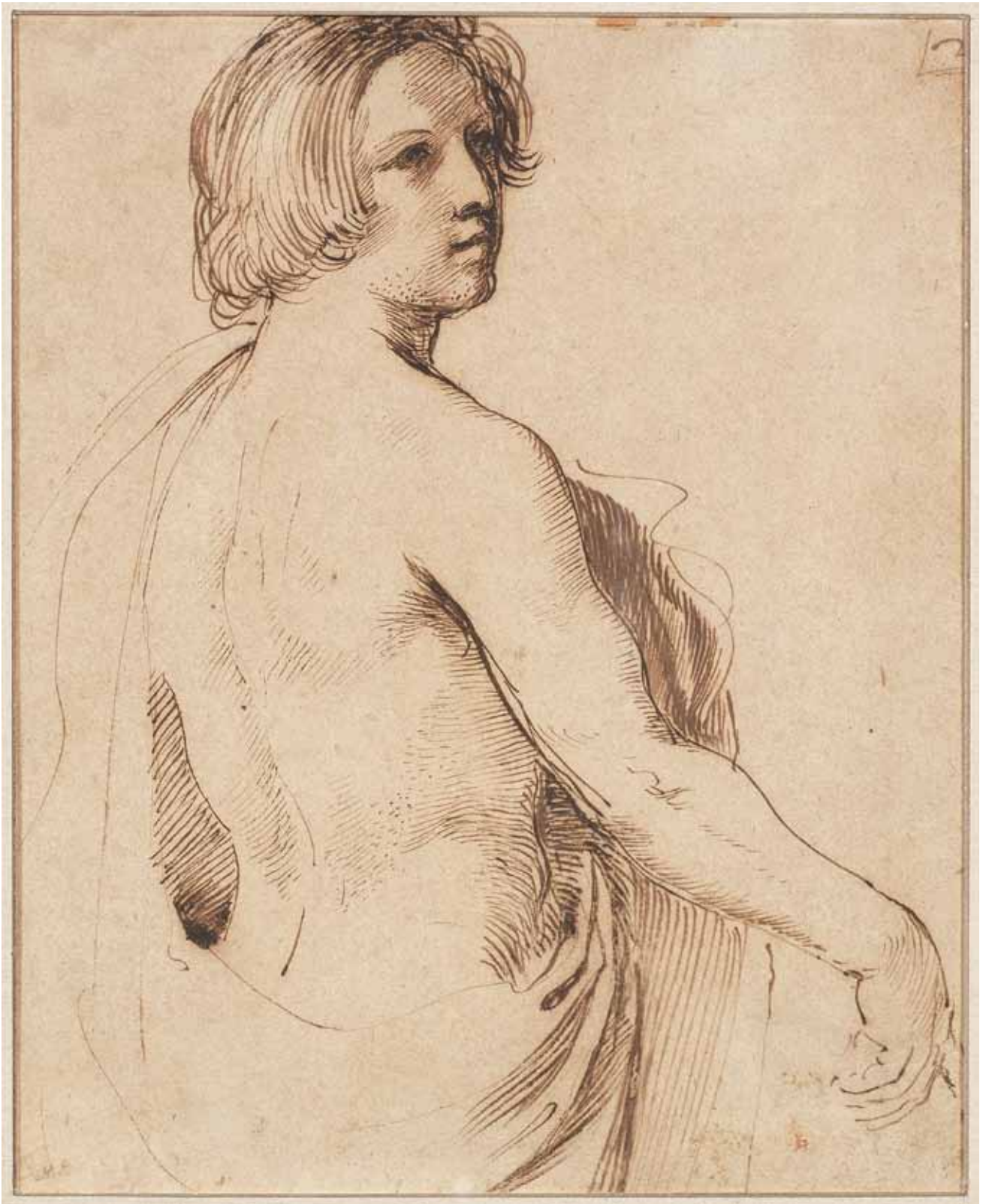
From whom purchased by Dan Fellowes Platt (1873-1937), 1922

Thence by descent to his widow

The provenance of the drawing is confirmed by the presence of the number 2 inscribed in a box in the upper right corner. The same type of numbering appears on Guercino's drawing *Landscape with a Winding Road*, numbered '12' or possibly '72', now in the Collection of her Majesty the Queen, suggesting that both works formed part of the same series. The latter drawing is further inscribed on the verso by a contemporary hand 'Sono in tutte Carte numero 32/ che fanno 32 disegni/ Opera del Sig. r Gio: Francesco Barbieri/ da Cento' and dated 1635. Nicholas Turner believes that both the present drawing and the Windsor drawing belong stylistically to the 1630s, further supporting the possibility that both drawings were part of this series of 32. The Windsor group (made up of more than eight hundred works by Guercino and his school), also originating from Guercino's studio, were bought nearly twenty years after John Bouverie's purchase of this drawing and others of circa 1745.

Nicholas Turner suggests that the present drawing is a study for an executioner or *boia*. In all three paintings of the 1630s in which executions are depicted, the executioner wears a very flimsy white shirt leaving one shoulder and his back uncovered (see, for example, his *Martyrdom of Saints John and Paul*, now in the Musée des Augustins, Toulouse, or *Damon and Pythias*, in the Palazzo Rospigliosi, Rome). In his depiction of *Damon and Pythias* of 1632, the executioner is shown as a young, short-haired, beardless man, as in the present drawing, suggesting perhaps a dating of early on in the 1630s.

We are grateful to Nicholas Turner for confirming the attribution to Guercino upon firsthand inspection of the drawing and for his kind help with the catalogue entry.





9

9

Louis-François Cassas (Azay-le-Ferron 1756-1827 Versailles)

The ruins at Segesta with figures resting in the foreground

signed and dated 'L.f Cassas/ 1820' (on rock, lower left)

pen, ink and watercolour on paper

68.4 x 103.8cm (26¹⁵/₁₆ x 40⁷/₈ in).

£8,000 - 12,000

€9,400 - 14,000

US\$12,000 - 18,000

PROVENANCE:

Acquired by the present owner's grandfather prior to 1964, and thence by descent

Louis François Cassas is probably best known for his illustrations for numerous travel books published in the late 18th and early 19th centuries depicting the sites of Italy, Dalmatia and the Near East.

As a young man, he studied in Rome and travelled to Venice, Sicily and Naples. Then in 1784 he accompanied the French Ambassador to the Ottoman Empire, Count Choiseul-Gouffier, on his mission to Constantinople. He was also commissioned by Jean-Claude Richard, Abbe de Saint-Non (1727-1791) to illustrate some of the views in his *Le Voyage pittoresque ou Description des Royaumes de Naples e de Sicile* published in 1786. Returning to Paris in 1792, Cassas further established his reputation with his *Voyage Pittoresque de la Syrie, de la Phenicie, de la Palestine, et de la Basse Egypte*.



10

10

Louis-François Cassas (Azay-le-Ferron 1756-1827 Versailles)

The Theatre at Taormina with Mount Etna in the distance and an artist sketching in the foreground

signed and dated 'L.f Cassas f./ 1822' (on rock, lower right)

pen, ink and watercolour on paper

68.4 x 103.8cm (26¹⁵/₁₆ x 40⁷/₈ in).

£8,000 - 12,000

€9,400 - 14,000

US\$12,000 - 18,000

PROVENANCE:

Acquired by the present owner's grandfather prior to 1964, and thence by descent

The present view of Taormina was clearly a popular one: a watercolour study (22.9 x 38.4 cm.) now in the Art Institute of Chicago, was engraved by Pierre-Gabriel Berthault for the *Voyage Pittoresque ou Description des Royaumes de Naples e de Sicile* and a further drawing (25.7 x 39.5 cm.) was offered at Christie's, Paris, 17 March 2005, lot 321. In the 1820s Cassas appears to have turned to earlier compositions and worked them up on to a larger scale; see for example his *Greek family in front of the Gate of Persecution, Ephesus* of 1822, sold in these rooms on 20 May 2008. Awarded the *Legion d'honneur* by the King in 1821, the present work and the previous lot were painted when Cassas's fame was at its height.



11

11

**David Teniers the Younger (Antwerp 1610-1690 Brussels)
after Andrea Schiavone (circa 1510-1563, Venice)**

The Holy Family with the Infant Saint John the Baptist in an open
landscape

oil on panel

21.5 x 31cm (8⁷/₁₆ x 12³/₁₆ in).

£10,000 - 15,000

€12,000 - 18,000

US\$15,000 - 23,000

PROVENANCE:

With Agnew's, London (according to a label on the reverse)

ENGRAVED:

Peeter van Lisebetten, *Theatrum Pictorum*, 1656-60

The panel is part of the series painted by Teniers for the Archduke Leopold Wilhelm, who from 1644 onwards commissioned small copies of the works in his collection, the present work being after Andrea Meldolla, called Andrea Schiavone. Many of these paintings can now be found in the Kunsthistorisches Museum, Vienna, as is the case with the original for this picture (inv. GG325). The Schiavone painting in the Collection of Archduke Leopold Wilhelm also appears in a gallery interior with the Archduke by Teniers the Younger, which is also in the Kunsthistorisches Museum, Vienna (inv. GG739).

The prototype by Schiavone was in turn derived from Titian's original composition, now in the National Gallery, London.



12

12

David Teniers the Elder (Antwerp 1582-1649)

A group of figures beside a fountain with an Italianate villa and gardens beyond

oil on copper

45 x 56cm (17¹¹/₁₆ x 22¹/₁₆in).

£12,000 - 18,000

€14,000 - 21,000

US\$18,000 - 27,000

PROVENANCE:

Sir Francis Blake Bt., Twizell Castle, Northumberland

His sale, 26 January 1876, lot 62

Where purchased by Edward J Fooks (1851-1920)

Thence by descent to the present owner

That the present painting was formerly attributed to Adam Elsheimer (1578-1610) is not surprising. Teniers the Elder first studied in Antwerp under Sir Peter Paul Rubens (1577-1640) and subsequently with Elsheimer in Rome. The crowded figure group, depicted in bright primary colours set against the shadows of the foreground, reveals the influence of his teacher in Rome. Teniers has even quoted directly the turbaned figure on the right from that in Elsheimer's *Saint Lawrence prepared for Martyrdom*, now in the National Gallery, London. However, the more attenuated proportions of the figures and the distinctive rays of light falling through the trees place the present work securely within the oeuvre of David Teniers the Elder. The building in the background is loosely based on both the Villas Medici and Borghese in Rome.

We are grateful to Luuk Pijl for confirming the attribution to Teniers the Elder and for suggesting a date of the 1620s.

13

Gerbrand van den Eeckhout (Amsterdam 1621-1674)

Saint Mark the Evangelist

signed and dated 'G.v.Eeckhout fet/ Ao 1670' (upper right)

oil on panel

36.8 x 27.2cm (14 ½ x 10 ⅞ in).

£20,000 - 30,000

€24,000 - 35,000

US\$30,000 - 45,000

PROVENANCE:

Sale, Christie's, London, 6 December 1918 (according to an inscription on the reverse)

T. Ward Collection, 1919

Acquired shortly after this date by Julius Goldschmidt, and thence by descent to the present owners

LITERATURE:

W. Sumowski, *Gemälde der Rembrandt-Schüler II G. van den Eeckhout - I. de Joudreville* (Landau/Pfalz, 1983), under no. 497

ENGRAVED:

A.C.van Buren, circa 1775

The present work is sold with a photocopy of a letter of authentication from Hofstede de Groot, dated May 1920.

The three other *Evangelists* by van den Eeckhout, each of similar dimensions and signed and dated 1670 are known: *Saint Matthew*, Hofstede de Groot Collection, The Hague; *Saint Luke*, with J. Goudstikker, Amsterdam; and *Saint John*, with B. Houthakker, Amsterdam (Werner Sumowski, *Gemälde der Rembrandt-Schüler II G. van den Eeckhout - I. de Joudreville* (Landau/Pfalz, 1983), nos. 497-499, ill.)





14

14

Gerrit van Vucht (Schiedam 1610-1697)

A pewter dish of oysters with grapes, a roemer and bread on a draped table-top

signed with monogram 'Gvv' (on table-edge, lower right)

oil on panel

35.2 x 27.2cm (13⁷/₈ x 10¹/₁₆ in).

£12,000 - 18,000

€14,000 - 21,000

US\$18,000 - 27,000

Although an inventory of 1648 mentions 57 of Vucht's pictures, only about 30 are known today. Only in relatively recent years has his work been distinguished from that of other still life painters. Vucht's works have a particular affinity, in colour and composition, to those of Harmen and Pieter van Steenwijck, but Vucht's typically small works are usually easily recognised with their objects painted in careful detail on the corner of a table with a cloth crumpled in a characteristic manner, the general tone often, as in the present work, yellowish-brown with a light-grey background.



15

15

Dirck de Bray (Haarlem circa 1635-1694 Goch)

A carnation, Banded snails, a damsel-fly, a Red Admiral and various other butterflies in a forest

signed with initials 'DBr.' (lower right, 'DB' in ligature)

oil on panel

58.8 x 44.4cm (23 1/8 x 17 1/2in).

£8,000 - 12,000

€9,400 - 14,000

US\$12,000 - 18,000

It is only in the past half century that most of the still lifes by Dirck and his brother, Joseph de Bray, have come to light and allowed existing works to be finally recognised as theirs. Currently only 7 pure flower pieces by Dirck de Bray are known, but he also ventured into other branches of still life painting.

Property from the Warner Bros. Studio Collection

16* W

Leonardo Coccorante (Naples 1680-1750)

A *capriccio* of a ruined classical palace with ships in a Mediterranean harbour beyond

oil on canvas

156 x 208cm (61⁷/₁₆ x 81⁷/₈ in).

£30,000 - 50,000

€35,000 - 59,000

US\$45,000 - 76,000

The present large canvas by Coccorante is typical of his work from the way in which he incorporated small figures in the foreground in order to emphasize the enormity of his imaginary classical ruins. A student of Jan Frans van Bloemen, called Orizzonte (1662-1749) and Angelo Maria Costa (1670-1721), he also worked with the circle of Luca Giordano (1634-1705). He was patronised by Charles VII of Naples, for whom he decorated the Royal Palace.





17

Other properties

17

Attributed to Cornelis Ketel (Gouda 1548-1616 Amsterdam)

Portrait of a gentleman, bust-length, in black costume with a white ruff charged with the sitter's coat-of-arms (upper right)

oil on panel, oval

44 x 34cm (17 ⁵/₁₆ x 13 ³/₈ in).

£5,000 - 7,000

€5,900 - 8,200

US\$7,600 - 11,000



18

18

Circle of Hans Wolf (Bamberg -died 1542)

Portrait of a young man, bust-length, in a brown tunic, a white chemise
and a red cap

oil on panel

42 x 30cm (16⁹/₁₆ x 11¹³/₁₆in).

£5,000 - 7,000

€5,900 - 8,200

US\$7,600 - 11,000

19

Lazzaro di Jacopo Bastiani (Venice 1425-1512)

Saint Liberale; and Saint Roch

a pair, oil on panel

31.5 x 17cm (12 ³/₈ x 6 ¹/₁₆ in). (2)

£20,000 - 30,000

€24,000 - 35,000

US\$30,000 - 45,000

PROVENANCE:

Quincey Shaw Esq., Boston, early 20th century

From whom acquired by Justin K. Thannhauser, post 1940

Sale, Karl & Faber, Munich, 26 November 1964, lot 102

With Agnew's, London, 1968

Where purchased by the present owner's mother

Bastiani was first recorded in 1449, as a painter in Venice and in 1460 he was paid for an altarpiece in the church of San Samuele there. The influence of Andrea del Castagno and of Bartolomeo Vivarini is evident in his works of this period, before he went on to explore perspective following his experience of Gentile Bellini in the 1480s.



19



19



20

20

Attributed to Richard Roper (active London 1730-1775)

A bay and a grey hunter, said to belong to Thomas Watson, 3rd Earl of Rockingham (1715-1746), in a landscape
oil on canvas

87 x 98.5cm (34 1/4 x 38 3/4in).

£15,000 - 20,000

€18,000 - 24,000

US\$23,000 - 30,000

Thomas Watson, 3rd Earl of Rockingham was an English nobleman and politician. He was educated at Eton and studied for the bar at Lincoln's Inn. He served as Member of Parliament for Canterbury from 1741 until 1745 when he succeeded to the earldom. He was Lord Lieutenant of Kent, 1741-46. He died unmarried at Rockingham Castle in Northamptonshire at the age of thirty.

PROVENANCE:

Lord McAlpine, Fawley House, Oxfordshire

His sale, Sotheby's at Fawley House, 14-15 October 2003, lot 428 (as Thomas Spencer), whence acquired by the present owner



21

21

Attributed to Francis Barlow (Lincolnshire 1626-1702)

A grey goose, ducks, guinea pigs and a black rabbit beside a pond
oil on canvas

76.1 x 106.8cm (29 ¹⁵/₁₆ x 42 ¹/₁₆ in).

£20,000 - 30,000

€24,000 - 35,000

US\$30,000 - 45,000

A similar composition, but in a vertical format, on canvas,
105.6 x 76.2 cm., described as School of Francis Barlow, was with
Cadogan Gallery, London, prior to 1991.

Master of the Morrison Triptych (active Antwerp, first quarter of the 16th Century)

The Madonna and Child with Angels

oil on panel

67.3 x 45.7cm (26 ½ x 18in).

£40,000 - 60,000**€47,000 - 71,000****US\$61,000 - 91,000****PROVENANCE:**

José Fernandez Huerta, Spain

Consul Bainberg, Nuremberg

Germanisches Museum, Nuremberg, from circa 1879 until after 1924

With Mayring, Nuremberg, 1954

With Heinz Kisters, Kreuzlingen, 1963

Günter and Anne Liese Henle Collection, Duisberg

Their sale, Sotheby's, London, 3 December 1997, lot 29

With Luigi Caretto Gallery, Turin, December 1998

Private Collection, Spain

EXHIBITED:Nuremberg, Germanisches Nationalmuseum, *Sammlung Heinz Kisters. Altdeutsch und Altniederländische Gemälde*, 25 June 1963 - 15 September 1963, no. 77 (as Quinten Massys)**LITERATURE:**De Rober, Bayendorfer, *Catalogue of the Germanisches Nationalmuseum* (Nuremberg, 3rd edition, 1893), p. 45De Rober, Bayendorfer, *Catalogue of the Germanisches Nationalmuseum* (Nuremberg, 4th edition, 1909),

under no. 15 (75)

G. Glück, 'Beiträge zur Geschichte der antwerpner Malerei in XVI Jahrhundert', in *Jahrbuch der Kunsthistorischen Sammlungen der alleröchsten Kaiserhauses* (1901), vol. XXII, pp. 5-6G. Hulin de Loo, 'Ein autenthisches Werk von Goossen van de Weyden im Kaiser-Friedrich-Museum', in *Jahrbuch der Kg. Preuss. Kunstsammlungen* (1913), no. 1, pp. 59-98M.J. Friedländer, 'Der Meister des Morrison Triptychon', *Zeitschrift für bildende Kunst* (1915), p. 14-15, no. 4F. Winkler, *Die Altniederländische Malerei, die Malerei in Belgien und Holland von 1400-1600* Berlin, (1924), p. 129M.J. Friedländer, *Die Altniederländische Malerei* Berlin, (1929), vol. VII, p. 85, no. 88, plate LXM.J. Friedländer, in *Art News* (1946), p. 24W.R. Valentiner, 'Simon van Herlam, the Master of the Morrison Triptych', in *Gazette des Beaux-Arts* (January, 1955), pp. 6-10P. Wescher, 'Beiträge zu Simon van Haarlem, dem Meister des Morrison Triptychons', in *Jahrbuch der Berliner Museen* (1965), pp. 175-187, no. 2M.J. Friedländer, *Early Netherlandish Painting*, vol. II: *Quinten Massys* (London, 1971), no. 88, p. 70, pl. 75A. de Bosque, *Quinten Metsys* (Brussels, 1975), pp. 116-119, ill. fig. 43, as Workshop of Quinten MetsysL. Silver, *The Paintings of Quinten Massys* (Montclair, 1984), p. 195, under cat. no. 3

Based on the close similarity of the pose and style of the Virgin in the present work and that represented in the Morrison Triptych, which is now in the Toledo Museum of Art (inv. no. 54.5 A-C), Friedländer believed the present work to be by the same hand: a close follower of Quentin Massys who has yet to be identified (op. cit.).

De Bosque considers this picture to have been painted in Massys's workshop, circa 1505, possibly by Adriaen Skilleman. The painting is close in composition to the central portion of the Dyson-Perrins *Madonna Enthroned* by Quentin Massys in the National Gallery, London, one of Massys's earliest works. This is the compositional source for a number of derivations by Massys and his followers, including the Morrison Master. While the pose and the hair of the Virgin vary considerably between them, the Christ-child holding the book is common to all. The present work may also be compared to the *Half-Length Madonna with Angels* in Brussels, Musée des Beaux-Arts, where the Virgin and Child are portrayed before a cloth borne aloft by Seraphim.





23

23

Thomas Heeremans (Haarlem 1640-1697)

Figures gathered outside a village, a church in the distance; and Figures gathered outside a village
the former signed and dated 'THMANS 1681' (lower right) and the latter signed and dated 'THMANS 1681' (lower left)

a pair, oil on canvas

33.2 x 39.5cm (13 ¹/₁₆ x 15 ⁹/₁₆ in). (2)

£10,000 - 15,000

€12,000 - 18,000

US\$15,000 - 23,000



23

24W

Isaac van Ostade (Haarlem 1621-1649)

A winter landscape with figures skating and playing *kolf* on a frozen river signed and dated 'I. van Ostade 1643' (on boat, lower right)

oil on canvas

110 x 152cm (43⁵/₁₆ x 59¹³/₁₆ in).

£50,000 - 70,000

€59,000 - 82,000

US\$76,000 - 110,000

PROVENANCE:

By descent to the present owners through the Windham, Dalling, and Meade families at Earsham Hall, Bungay, Suffolk, from the 18th and early 19th centuries.

This hitherto unrecorded work is representative of the mature winter landscapes which Ostade created in the 1640s and for which he became highly valued. The earliest examples of this genre, on panel, employ a darker tonal manner reminiscent of Jan van Goyen, while the present, larger and more ambitious design adopts a lighter overall tonality and stronger, lighter colour that typified his slightly later works. Other examples include the Louvre's *Frozen Canal with Skaters* of circa 1644, *Winter Scene outside an Inn* of circa 1646 in the National Gallery, London, and the *Frozen Lake* of 1648 in the Hermitage, Saint Petersburg. In his choice of composition Isaac van Ostade's winter landscapes showed above all his debt to pure genre paintings and they continued to inspire later genre winter scenes, in particular Salomon van Ruysdael's and Philip Wouwerman's winter landscapes, which often included skaters, tents and horse-drawn sledges.





25

25

Circle of Louis de Caullery (Cambrai 1580-1621 Antwerp)

A merry company in a woodland clearing

oil on panel

55 x 85cm (21⁵/₈ x 33⁷/₁₆ in).

£12,000 - 18,000

€14,000 - 21,000

US\$18,000 - 27,000

The present composition is a variation, with a number of differences among the figures and particularly in the background landscape, of a work by Louis de Caullery which was sold at Hôtel Drouot, Paris, 15 December 1993, lot 28. A further version of the Drouot composition was catalogued as Circle of Louis de Caullery and Abraham Govaerts (Christie's, London, 25 April 2001, lot 37).



26

26

Cornelis de Bailleur (Antwerp 1607-1671)

The Temptation of Saint Anthony

oil on copper

37 x 44cm (14 ⁹/₁₆ x 17 ⁵/₁₆ in).

£7,000 - 10,000

€8,200 - 12,000

US\$11,000 - 15,000

The present composition is based on a work by Frans Francken the Younger in the Museo de Bellas Artes de Bilbao. A further version by Francken was offered at Hôtel Drouot, Paris, 26 March 2010, lot 87.

27*

Francesco Foschi (Ancona 1710-1780 Rome)

A rocky winter landscape with elegant figures in a horse-drawn carriage

oil on canvas

74 x 100cm (29¹/₈ x 39³/₈in).

£50,000 - 70,000

€59,000 - 82,000

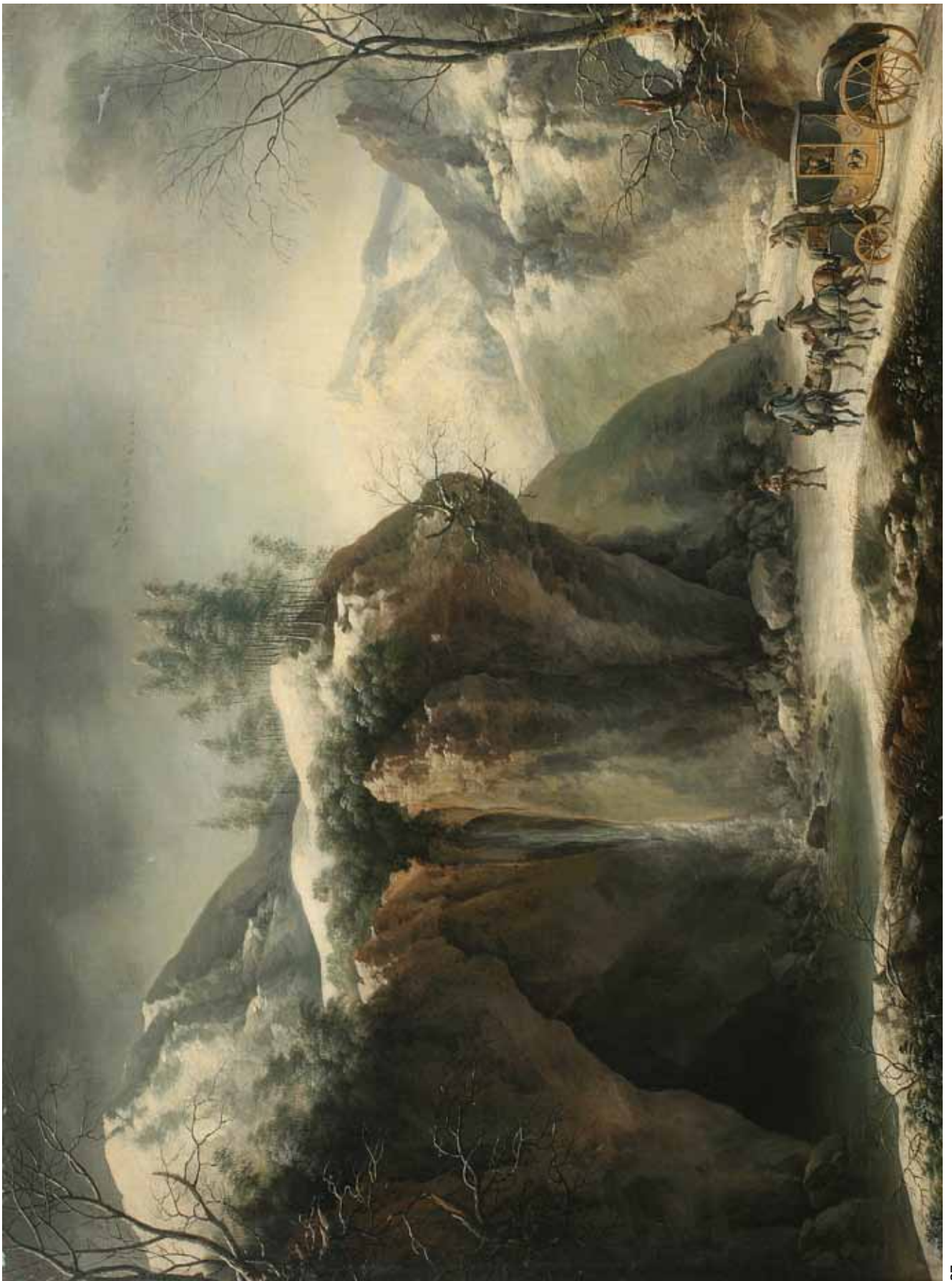
US\$76,000 - 110,000

PROVENANCE:

Purchased by the present owner's uncle in New York in the 1940s

Foschi can be considered the Italian *virtuoso* of winter landscapes. The genre of snowy landscapes had a period of glory in 16th and 17th century Flanders, but Foschi interpreted them in his own manner and participated in the rediscovery of an aspect of nature neglected by most of his contemporaries. As is typical of Foschi, the colour range of the present work and the following lot is limited with an emphasis on whites, a studied range of greys, a few brown and ochre tones that emphasise small areas of ground not covered by the snow. These tones and Foschi's precise technique are deployed to achieve outstanding effects among the treetops, the patches of grass, the bare trunks and the heavy sky. Typical also is the way in which the tiny figures provide a sense of the scale of the overwhelming, natural setting, nevertheless conveying a sense of warmth and a tranquillity which appealed to eighteenth century taste.

Until relatively recently little has been written about Francesco Foschi. However, Luigi Serra's investigations in the first quarter of the 20th century were followed by the studies of Bonfrancesco and Marietta Vinci, who set Foschi's life and work within a broader context. Despite this reconstruction of his output, various issues remain unresolved, particularly the dating of his paintings. Born in Ancona in 1710 Francesco Foschi was of noble origin and various members of his family were painters. After completing his training with Francesco Mancini in Fano, he moved to Rome in 1729, where he came in close contact with Gian Paolo Panini and Vanvitelli. The artist enjoyed the protection of influential figures at the outset of his career, including Count Raimondo Bonaccorsi and the English ambassador in Naples, Sir William Hamilton.



28*

Francesco Foschi (Ancona 1710-1780 Rome)

A winter river landscape with figures before a mill

oil on canvas

74.6 x 99.8cm (29³/₈ x 39⁵/₁₆ in).

£50,000 - 70,000

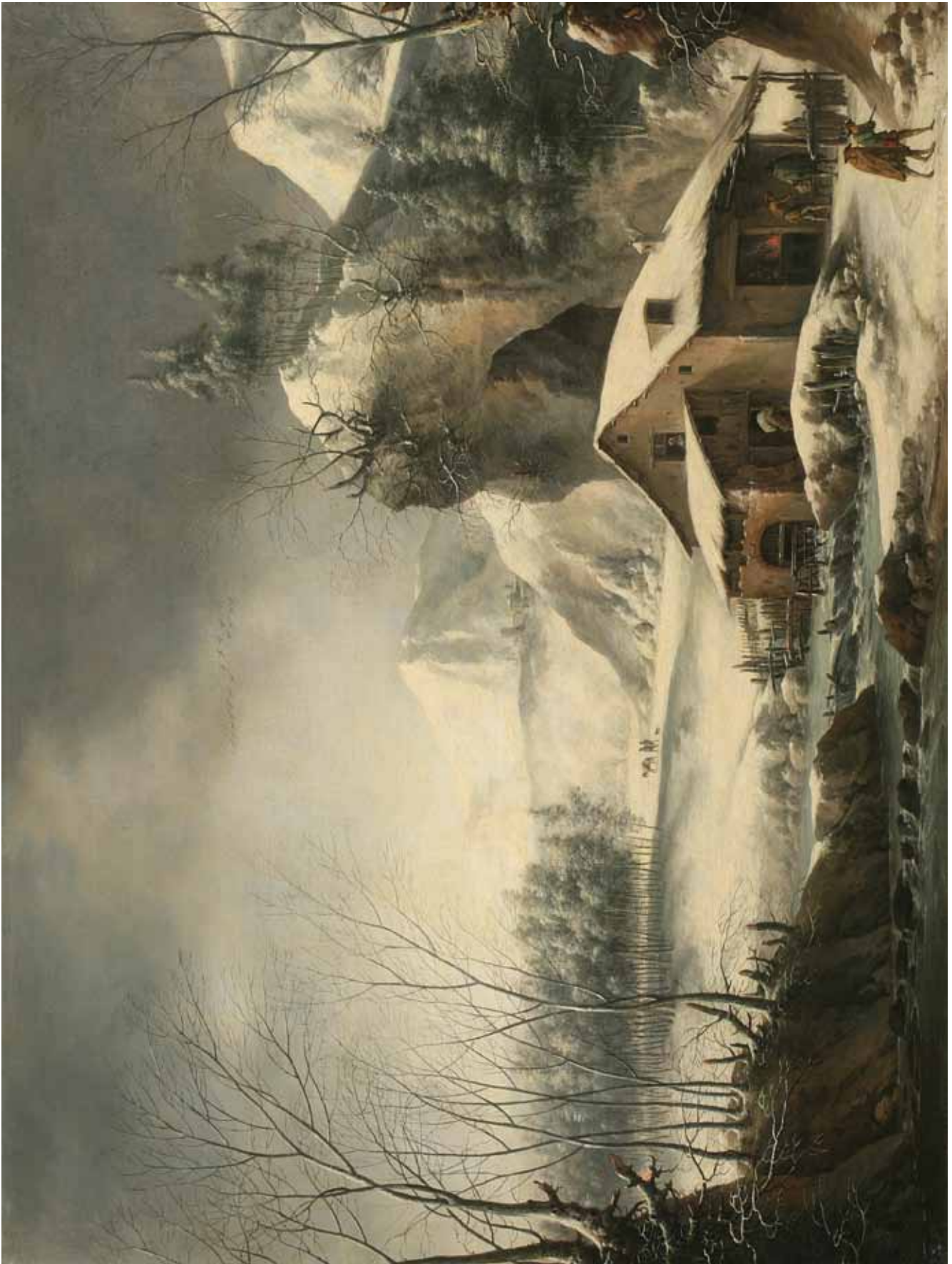
€59,000 - 82,000

US\$76,000 - 110,000

PROVENANCE:

Purchased by the present owner's uncle in New York in the 1940s

For a discussion of the artist see the previous lot.





29

29

Josef van Aken (Antwerp 1709-1749 London)

A courtly conversation

oil on canvas

51 x 37cm (20 1/16 x 14 9/16 in).

£7,000 - 10,000

€8,200 - 12,000

US\$11,000 - 15,000

A female figure in a black hood and red cape or dress was one favoured by the artist in a number of compositions (see, for example, his *Elegant company at a market stall*, Christie's, South Kensington, 4 July 2007, lot 101; *A vegetable stall by a cottage*; and *A Christening*, Private Collection, England). The present painting shows van Aken's Flemish roots while also reflecting the type of genre subject that Philip Mercier took from France and looking forward to the English fashion for depicting the novels of writers such as Samuel Richardson. Van Aken's reputation for his skill in depicting drapery was such that he used it as a side-line, collaborating with portrait painters such as Thomas Hudson and Allan Ramsay to the extent that Horace Walpole could write that 'almost every painter's works were painted by Van Aken'.



30*

Jean-Baptiste Pater (Valenciennes 1695-1736 Paris)

Halte de Chasse

oil on canvas

56 x 47cm (22 1/16 x 18 1/2in).

£250,000 - 350,000

€290,000 - 410,000

US\$380,000 - 530,000

PROVENANCE:

Laurent Richard. His sale, 7 April 1873, lot 42 (12,300 fr.)

Comte A. de Camondo. His sale, 1893, lot 19 (16,000 fr.)

Gimpel, Paris, 1900, from whom purchased 9 April 1900 (24,000 fr.) by George Crocker

His sister, Mrs Charles B. Alexander, 1928

Her grandson, Charles S. Whitehouse, New York, 1935, and thence by family descent to the present owner

EXHIBITED:

Paris, Palais-Bourbon, 1874, *Exposition en faveur des Alsaciens-Lorrains de l'Algérie*, no. 381

California, Palace of the Legion of Honour, *Fifteen Masters of the Eighteenth Century*, November 27-December 15 1928, no. 2346 (the property of Mrs Charles B. Alexander)

New York, World's Fair, *Masterpieces of Art*, 1939, cat. no. 214 (the property of Charles S. Whitehouse)

LITERATURE:

F. Ingersoll-Smouse, *L'Art Français Collection Dirigée par Georges Wildenstein: Pater* (Paris, 1921), no. 379, p. 67, ill. fig. 182, p. 197

A drawing by the artist in sanguine chalk, representing the servant on the left uncorking a bottle, was in the collection of Monsieur Alvin-Beaumont, Paris, in 1921.

As distinct from the more prolific *fêtes galantes*, the present painting is one of 18 hunting subjects by Jean-Baptiste Pater that Ingersoll-Smouse recorded as being known in 1921 and as such has a significant place in the artist's *oeuvre*. In 1736 Pater was commissioned by Louis XV to paint a *Chasse Chinoise* for the Petite Galerie du Roi at Versailles. This was one of a group of 6 paintings representing hunting scenes, the others being by Jean-François de Troy, Charles Parrocel, Nicolas Lancret, Carle van Loo and François Boucher (now in the Musée d'Amiens). Pater was thus one of the instigators of what was to become a fashionable new genre. Although Pater's master, Jean-Antoine Watteau, painted an *Halte de Chasse* (now in the Wallace Collection, London) as early as circa 1718-20, the establishment of this specific new genre, which combined the outdoor setting of the *fête galante* with the portrayal of fashionable society in the *tableau de mode* was something of an innovation. The very first recorded example of this specific genre was perhaps de Troy's *Picnic and Rest during the Hunt* which he completed in 1723 (Museu de São Paolo). This genre reflected the particular passions of Louis XV. While all the Bourbon kings were enthusiastic about hunting, Louis XV hunted at least 3 times a week; he was known to have killed more than 250 game in a day; he used to feed his dogs every day after dinner; and his Master of the Hounds, the Duc de Rochefoucauld, played a prime role at court.

Here we see aristocratic figures in a rustic setting: a charming and vibrant image of noble culture, whose privileged status had for centuries been defined by the hunt. The present scene records the elevated rank of the hunters through their rich costumes and the number of retainers at their service. It was believed that hunting was not only an energetic and healthy sport, but by the pursuit of wild animals and game, of the kind that were harmful to crops, the nobility were performing a service to their tenants. The picnic following the hunt was also a pretext for a highly refined mode of courtship and the aspect of the amorous pursuit is overtly portrayed in the present scene.





31

31

Abraham van Westerveldt (died 1692 Rotterdam)

Portrait of Admiral Witte Cornelisz. de With (1599–1658), standing three-quarter-length in black costume with a gorget and the badge of the Order of Saint Michael, a globe on the table beside him signed with initials 'A.W' (lower left)

oil on panel

39.5 x 32.5cm (15⁹/₁₆ x 12¹³/₁₆ in).

£7,000 - 10,000

€8,200 - 12,000

US\$11,000 - 15,000

Two versions of the present portrait are known; one in the Netherlands Scheepvaartmuseum, Amsterdam (inv. nr. 1991.0209), and the other, dated 1658, on loan to the Kweekschool voor de Zeevaart, Amsterdam.

De With is shown standing beside the globe, which he himself circumnavigated before advancing his career in the Dutch navy. In October 1637 he was appointed Vice Admiral of Holland and West Frisia, second in command to his childhood friend and rival, Maarten Tromp (1598-1653). In the Eighty Years War against Spain he fought at the Battle of the Downs and in the First Anglo-Dutch War against the English Commonwealth he commanded the Dutch fleet at the Battle of Kentich Knock and fought again as sub-commander at the Battle of the Gabbard and the final Battle of Scheveningen in which Tromp died. De With was temporary commander between 14 August and 22 September, 1653, but was denied permanent command of the Dutch fleet because of his difficult personality in favour of Lieutenant-Admiral Jacob van Wassenaer Obdam. He fell bravely in November 1658 at the Battle of the Sound, during the Northern Wars, commanding the vanguard of the Dutch fleet relieving Copenhagen from the Swedish, when his ship *Brederode* was grounded and surrounded by the enemy at Oresund.



32

32

Pieter Nason (Amsterdam 1612-1688 The Hague)

Portrait of a young girl, three-quarter-length, in a pink silk dress and a yellow sash, holding a laurel branch, seated before an open landscape signed and dated 'Nason/1647' (lower left) and inscribed 'Ae**'

(lower right)

oil on panel

85 x 65.5cm (33 ⁷/₁₆ x 25 ¹³/₁₆ in).

£4,000 - 6,000

€4,700 - 7,100

US\$6,100 - 9,100



33

33W

Marzio Masturzo (active Naples, circa 1670)

A cavalry battle between the Christians and Turks with a fortress to the left; and A cavalry battle between the Christians and Turks with a fortress to the right

a pair, oil on canvas

95 x 174cm (37³/₈ x 68 1/2in). (2)

£40,000 - 60,000

€47,000 - 71,000

US\$61,000 - 91,000

PROVENANCE:

With Zanini Galleria d'Arte, Bergamo

Sale, Sotheby's, Milan, 16 November 2010, lot 76

EXHIBITED:

Villa d'Este, Tivoli, *I battaglisti. La pittura di battaglia dal XVI al XVIII secolo*, 13 June - 30 October, 2011

LITERATURE:

G. Sestieri, *I battaglisti. La pittura di battaglia dal XVI al XVIII secolo*, exh. cat. (Rome, 2011), cat. nos. 15 and 16, pp. 48-51, ill.

Sestieri has recently identified qualitative differences in the large corpus of works previously given to Marzio Masturzo, which suggest some contribution from other studios, supporters or other contemporary imitators in many of those works. The present pair of battle scenes, however, exhibit the specific qualities by which this artist may be identified: the main opponents can be seen fighting in a well-balanced backdrop depicting a hill with forts or fortifications with round or square turrets on top, on the one hand, and a plain rolling away on the other, where the battle continues on a reduced scale, showing his skill in enforcing a uniform dynamism into the crowded layouts. This is combined with chromatic cohesion with bright, clear colours, prevalently grey and light blue. A further feature is the inclusion of vortices of clouds rising up from the battle.

Masturzo was a pupil of Salvator Rosa and the two were friends when young. Masturzo was known to have sold off copies of Rosa's work, which were worked on by his friend. They both went to Aniello Falcone's school and Masturzo's commercial activity was assisted by Rosa, this genre enjoying much success among Neapolitan collectors in the 17th century.



33



34

34W

Circle of Giovanni Battista Cimaroli (Salò 1687-after 1753 Venice)

A view of Mira on the Brenta; and A view of Dolo on the Brenta
a pair, oil on canvas

115 x 150cm (45 1/4 x 59 1/16 in). (2)

£40,000 - 60,000

€47,000 - 71,000

US\$61,000 - 91,000

Views of the Brenta became part of the figurative repertoire of *vedutisti* from the 1740s, when Canaletto engraved a number of *capricci*, published in the series *Vedute. Altre prese da i luoghi altre ideate da Antonio Canal e da esso intagliate poste in prospettiva illustrate umiliate All'Ill.mo Signor Giuseppe Smith Console di S.M. Britannica appresso la Ser.ma Repubblica di Venezia*. Another major iconographic reference for views of this region was *Delle Delizie del Fiume Brenta espresso ne' palazzi e casini situati sopra le sue sponde dalla sboccatura della Laguna di Venezia fino alla città di Padova*, an impressive publication of 140 engraved plates in two volumes by Gianfrancesco Costa (1711-1772). These views depict aspects of the *Terra firma*, while the presence of travellers and elegant company conversing also indicates an attention towards the leisurely life of the noble class.

The present View of Dolo shows an interesting depiction of the *burchiello*, a water taxi pulled by horses, that connected Venice and Padua and which was used by all strata of society. In the View of Mira, elegant figures walk before the entrance of a Palladian style villa, suggesting the Grand Tourists' fascination with architecture. Indeed, it has been noted that such views of the Riviera found a receptive market amongst Grand Tourists, as Consul Smith's commissions to Canaletto testify.



34

35

Bartolomeo Schedoni (Modena 1578-1615 Parma)

The Holy Family with the Infant Saint John the Baptist
oil on panel

40 x 32.5cm (15 ³/₄ x 12 ¹³/₁₆in).

£50,000 - 70,000

€59,000 - 82,000

US\$76,000 - 110,000

PROVENANCE:

Spoervelt Collection (?) (according to an inscription on the reverse)

With P. & D. Colnaghi and Co., London, 1952

A.E. Popham Esq. and thence by descent to the present owner

LITERATURE:

F. Dallasta and C. Cecchinelli, *Bartolomeo Schedoni: pittore emiliano (Modena 1578-Parma 1615)* (Parma, 1999), p. 163, no. 5, ill. p. 355, fig. 62f

E. Negro and N. Roio, *Bartolomeo Schedoni 1578-1615* (Modena, 2000), p. 83

Several versions and copies testify to the enormous success of the present subject, known in two main compositional types, the significant difference being the position of Saint Joseph in relation to the main group. The present work belongs to the second of these types in which Saint Joseph has been moved from the foreground to the background. It is from this composition that Sisto Badalocchio took his engraving (see: Bartsch XVIII.357.25, reverse). Owing to the high level of draughtsmanship of the present painting Dr. Roio believes that it predates the engraving. The presence of a number of *pentimenti*, in the limbs of Christ and in the Madonna's hand, moreover, confirm that the painting is the prime version.

The present painting can be compared stylistically with other works which date to the first decade of the 17th century, such as the *Charity* (Museo di Capodimonte, Naples) and the *Madonna and Child with the Infant Saint John the Baptist and Saint Francis of Assisi* (Pinacoteca di Brera, Milan). The Caravaggesque use of light is coupled with a marked reference to Correggio in the facial types and postures of the figures. A clear religious message displayed through tender domestic scenes characterizes Schedoni's intimate devotional pictures for private clients, which he often produced during his second stay at the Court of Parma.

Bartolomeo Schedoni was born in Modena and moved to Parma early in his life, where he soon gained the patronage and sponsorship of Ranuccio I Farnese, Duke of Parma. After 1595, he is recorded in Rome as an apprentice to Federico Zuccari. He was back in Parma soon afterwards and the contemporary art historian, Count Carlo Cesare Malvasia, reported that the artist trained under Annibale Carracci in Bologna as well. Although this latter information has been recently disputed, Schedoni's *oeuvre* clearly shows a knowledge of late 16th century Emilian and Roman artistic developments; hence his interest and understanding of the Carraccesque *Maniera Naturale*. From the first decade of the *Seicento*, however, Schedoni updated Carracci's naturalistic reforms and the influence of Caravaggio becomes more apparent, especially in the use of light and the structure of his compositions.

We are grateful to Dr. Nicoletta Roio for confirming the attribution on the basis of a digital image. The painting will be published as autograph in the forthcoming publication on *Caravaggio e i pittori caravaggeschi emiliani*, by B. Roio and E. Negro (2013).





36 (recto)



36 (verso)



37

Property of a Lady

36
 North German school, circa 1520
 The Road to Calvary (*recto*); and The
 Martyrdom of Saints Vitus, Modestus and
 Crescentia (*verso*)
 inscribed 'LEO.MA***' (*recto*, centre, on the
 hem of the standard-bearer's tunic)
 oil on panel, double-sided
 118.1 x 107.2cm (46 1/2 x 42 in).
 £10,000 - 15,000
 €12,000 - 18,000
 US\$15,000 - 23,000

PROVENANCE

The Property of a Lady, Christie's, London,
 7 December 2011, lot 109

At the time of the sale in 2011, Ludwig Meyer
 of the Archiv für Kunstgeschichte, Munich,
 suggested that the work originated in Northern
 Germany in the early part of the sixteenth
 century.

Other properties

37
 Spanish School, early 16th Century
 Saint James the Greater
 tempera on gold ground panel
 95 x 40cm (37 x 15 3/4in).
 £10,000 - 15,000
 €12,000 - 18,000
 US\$15,000 - 23,000

38

Michele Marieschi (Venice 1710-1743)

A view of the Piazza San Marco, Venice

oil on canvas

61 x 95.6cm (24 x 37 ⁵/₈ in).

£80,000 - 120,000

€94,000 - 140,000

US\$120,000 - 180,000

The full attribution to Michele Marieschi has been confirmed by Filippo Pedrocco in a written communication to the present owner. Pedrocco dates the work to Marieschi's early career, just after his return from Germany.

In his expertise Pedrocco suggests that the present view can be compared stylistically to other works from the 1730s, such as the view of *Rialto Bridge and the Palazzo dei Camerlenghi with the festive entry of the Patriarch Antonio Correr* of 1737 now at Claydon House, Buckinghamshire. In particular he notes the meticulous description of the buildings and the thick impasto, irregularly applied.

The same view appears later in his *Magnificentiores Selectioresque Urbis Venetiarum Prospectus* (number 4 in the second state), a set of his views printed and published by the painter in 1741.





39

39

Paulus Constantijn la Fargue (The Hague 1729-1782 Leiden)

A view of Bocht van Guinee and the Huygenspark, The Hague

signed 'P.C. la Fargue Pinx.' (lower left)

oil on panel

34.8 x 53.2cm (13⁷/₁₆ x 20¹⁵/₁₆ in).

£7,000 - 10,000

€8,200 - 12,000

US\$11,000 - 15,000

PROVENANCE:

Miss E. Floersheim

Sale, Sotheby's, London, 13 June 1973, lot 186

Private Collection, and thence by descent to the present owner

La Fargue painted the same view in a further version, signed and dated 1772, which was exhibited at the Gemeentemuseum, The Hague, *Den Haag in de pruikentijd gezien door de familie La Fargue*, 13 October 1973 - 13 January 1974, no. 13.



40

40

Johann Christian Vollerdt (Leipzig 1708-1769 Dresden)

An extensive river landscape with figures resting on the banks and others fishing

signed and inscribed 'vollerdt.pinxit' (lower right)

oil on panel

48 x 64cm (18 ⁷/₈ x 25 ³/₁₆ in).

£5,000 - 7,000

€5,900 - 8,200

US\$7,600 - 11,000

PROVENANCE:

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

41*

Circle of Ambrosius Bosschaert the Elder (Courtrai 1573-1621
Utrecht)

Roses, a tulip, hyacinths and other flowers in a glass *roemer* beside a
crocus flower and shell in a stone niche

oil on copper

23 x 17.5cm (9 ¹/₁₆ x 6 ⁷/₈ in).

£40,000 - 60,000

€47,000 - 71,000

US\$61,000 - 91,000

PROVENANCE:

Private Collection, U.S.A.

The present composition is related to Ambrosius Bosschaert the Elder's
Still Life of Flowers in the Musée du Louvre, Paris. The latter, however,
shows a niche that is open to a landscape beyond and the crocus that
has fallen on the ledge in the present painting is in the vase in the Louvre
picture. The shell in the present painting is also additional and appears
to have been taken from Bosschaert's work in the Statens Museum for
Kunst, Copenhagen.



41 (actual size)



42

42

Richard Wilson, R.A (Penegoes 1714-1782 Colomendy)

Torre delle Grotte, near Naples

signed with initials 'RW' (on boat canopy, lower left) and bears initials

'RW' (in ligature, on rock, lower right)

oil on canvas

43.8 x 73.8cm (17 ¼ x 29 ⅙ in).

£25,000 - 35,000

€29,000 - 41,000

US\$38,000 - 53,000

The present painting is a version of the prototype by Wilson painted circa 1758-9, now in a private collection. There are 4 other versions of the composition, all in private collections (see: W.G. Constable, *Richard Wilson* (London, 1953), p. 199). The Tate, London, owns a drawing of the subject, etched by William Hodges in his *Twelve Original Views of Italy*, drawn by Richard Wilson, published by Boydell in 1776.



43

43

Attributed to Apollonio Domenichini, alternatively identified as the Master of the Langmatt Foundation Views (active Venice circa 1740-1760)

The Grand Canal from the Palazzo Foscari, Venice

oil on canvas

42.2 x 63.6cm (16 ⁵/₈ x 25 ¹/₆ in).

£10,000 - 15,000

€12,000 - 18,000

US\$15,000 - 23,000

44W

Adriaen van Utrecht (Antwerp 1599-1653)

A barn interior with a turkey, a bantam cockerel, a pheasant and numerous other ornamental fowl

signed and dated 'Adriaen van Utrecht/fe ano 1645' (lower left)

oil on canvas

125 x 175cm (49³/₁₆ x 68⁷/₈ in).

£120,000 - 180,000

€140,000 - 210,000

US\$180,000 - 270,000

PROVENANCE:

Private Collection, Spain, since 2005

The subject is characteristic of the artist's mature works and may be compared to Adriaen van Utrecht's composition showing a chicken shed of similar dimensions which he painted three years later which was sold at Sotheby's, London, 16 December 1999, lot 44; and to a larger canvas showing a farmyard, also dated 1650, which was sold at Christie's, London, 10 December 1993, lot 26.





45

45

Pier Francesco Mola (Coldrerio 1612-1666 Rome)

Portrait of a boy, bust-length, in a brown waistcoat with a white cap
oil on canvas

66.7 x 52.1cm (26 ¼ x 20 ½in).

extended on the right edge

£15,000 - 20,000

€18,000 - 24,000

US\$23,000 - 30,000

PROVENANCE:

Possibly the Collection of Filippo II Colonna, 1714-16
Sale, Christie's, London, 6 July 2011, lot 202
(as Circle of Pier Francesco Mola)

LITERATURE:

F. Petrucci, *Pier Francesco Mola (1612-1666) Materia e colore nella pittura del '600* (Rome, 2012), no. A.16, p. 246, ill. (as whereabouts unknown)

Petrucci mentions a painting described as 'Un quadro in tela da testa per alto rapp.te un putto con Pennacchino bianco in testa originale del Mola con sua Cornice dorata, et intagliata spett.e come sorpa' [sic] (E. A. Safarik, *Collezione dei dipinti Colonna. Inventari 1611-1795*, see F. Petrucci, *Pier Francesco Mola (1612-1666) Materia e colore nella pittura del '600* (Rome, 2012), no. A.16, p. 246).



46

46
Francesco Giovanni Gessi (Bologna 1588-1649)
 Saint Cecilia
 oil on canvas
 136.3 x 103cm (53¹¹/₁₆ x 40⁹/₁₆ in).
£10,000 - 15,000
€12,000 - 18,000
US\$15,000 - 23,000

PROVENANCE:
 G. Burghart, Hamburg
 Sale, Phillips, London, 2 July 1996, lot 196
 Private Collection, Italy

EXHIBITED:
 On loan to the Staatliche Museen, Kassel (1972-1996)

In a certificate dated 1961, Dr. Hermann Voss identified the present painting as an autograph work by Pier Francesco Gessi and stylistically compared it to the *Immaculate Conception* altarpiece, painted in 1633 for the Church of San Nicolò in Carpi.



47

47

Johann Amandus Winck (Eichstätt 1748-1817 Munich)

A melon, peaches and grapes on a stone ledge with snails; and A split melon, peaches, grapes and various flowers on a stone ledge the former signed with initials 'J.A.W.' (on stone ledge, lower right); the latter signed and dated 'Joan Amand Winck/ 1795.' (on stone ledge, lower right)

a pair, oil on panel

22 x 19.5cm (8¹¹/₁₆ x 7¹¹/₁₆ in). (2)

£15,000 - 20,000

€18,000 - 24,000

US\$23,000 - 30,000

PROVENANCE:

In the present owner's family since the early 20th century





48

48

Jean-Baptiste Jouvenet (Rouen 1644-1717 Paris)

Christ in the House of Mary and Martha

oil on canvas

92.5 x 75cm (36 ⁷/₁₆ x 29 ¹/₂in).

£6,000 - 8,000

€7,100 - 9,400

US\$9,100 - 12,000

PROVENANCE:

Morel Sale, l'Hôtel de Bullion, Paris, 19 April-3 May 1786, lot 140
Joseph-Hyacinthe-François de Paule de Rigaud, Comte de Vaudreuil.
His sale, 26 November 1787, lot 55 (see old label on reverse)
Whence purchased by Jean Baptiste Pierre Le Brun
Sale, Galerie Fischer, Lucerne, 20 May 1983, lot 2442, where purchased
by Jean-Pierre Haldi Sale, Phillips, London, 5 December 1995, lot 43,
where purchased by the present vendor

LITERATURE:

A. Schnapper, *Jean Jouvenet 1644-1717 et la peinture d'histoire à Paris* (Paris, 1974), p. 192

A. Schnapper, *Jean Jouvenet 1644-1717 et la peinture d'histoire à Paris* (Paris, 2010), no. P.60, p. 216-217 (incorrectly illustrated).

The present painting was identified by Schnapper in 1985 as an autograph repetition by Jean-Baptiste Jouvenet of his larger canvas, now in the Musée du Louvre, Paris, which was painted for the Church of Pères de Nazareth in Paris. The composition differs from the larger work in the presence of the still life of flowers in the foreground and in the arrangement of the vessels on the table in the background. Schnapper notes, in particular, the subtle colouring, the facial expressions and the beautiful quality as proof that the present painting is a repetition by Jouvenet's hand. A version of this composition by Jouvenet was exhibited in the Salon of 1699; while it is also known that a version of similar dimensions to the Louvre painting was retained by Jouvenet's daughters (Halle Sale, 1781, no. 2). The same subject is also cited as being in the possession of a curé of Saint-Jacques-de-la-Boucherie, formerly in the Church of Sainte-Opportune, in a letter by Lemonnier to the Commission of Monuments dated 13 September 1791 (*Nouvelles Archives de l'Art Français* (1901), p. 49).



49

The provenance of the present painting is notable in that Joseph-Hyacinthe-François de Paule de Rigaud, Comte de Vaudreuil (1740-1817) was arguably in the 1780s the most important patron and collector of French art in Paris. The most prominent of a group of ambitious nobles in the circle of Marie Antoinette, his extravagant expenditure on luxury objects functioned at one level as a means of legitimising his recently gained high office. As well as being responsible for the first almost-public performance of Beaumarchais' controversial *Marriage de Figaro* in 1783, he was the foremost patron of Mme. Vigée Lebrun and his picture collection comprised a prestigious survey of French painting from Poussin to David, many of its works being now among the most prized pictures in the world's greatest art galleries. (For a discussion of Vaudreuil as a collector, see *Apollo*, July 1989, 'The comte de Vaudreuil, Aristocratic Collecting on the Eve of the Revolution', by Colin B. Bailey). The man who purchased the present work from Vaudreuil's sale in 1787, Jean Baptiste Pierre Le Brun, was the husband of the celebrated artist, Madame Elisabeth Vigée Le Brun.

49

Attributed to François Guillaume Menageot (1744-1816 Paris)

The High Priest Coresus sacrificing himself to save Callirhoe
oil on canvas

113 x 145.5cm (44 ½ x 57 5/16 in).

£7,000 - 10,000

€8,200 - 12,000

US\$11,000 - 15,000

PROVENANCE:

Private European Collection, since the 1960s



50

50

Carel van Falens (Antwerp 1683-1733 Paris)

Figures on horseback by a river, an open landscape beyond
bears initials 'P.W.' (lower right)

oil on copper

41 x 52cm (16 1/8 x 20 1/2 in).

£8,000 - 12,000

€9,400 - 14,000

US\$12,000 - 18,000

PROVENANCE:

L. Tupper, Hyde Park Terrace, from whom gifted to the present owner's family



51

51
Pieter van Bloemen, called Standard (Antwerp 1657-1720)

Two horses

bears signature 'A. Cuyp' (lower left)

oil on canvas

27.5 x 38cm (10¹³/₁₆ x 14¹⁵/₁₆ in).

£6,000 - 8,000

€7,100 - 9,400

US\$9,100 - 12,000

PROVENANCE:

Acquired prior to 1920 by Julius Goldschmidt, and thence by descent to the present owners

The two almost identical horses were employed by the artist in one of a pair of paintings that are in the Bayerische Staatsgemäldesammlungen, Bayreuth.

52

Workshop of Bernaert van Orley (Brussels 1488-1541)

The Adoration of the Magi

oil on panel

32.4 x 44.5cm (12 3/4 x 17 1/2in).

£40,000 - 60,000

€47,000 - 71,000

US\$61,000 - 91,000

PROVENANCE:

Sale, Phillips, London, 10 December 1996, lot 32

Private Collection, Madrid, since 2001

The present composition is related to three other versions of the subject: a panel, 32.4 x 44.5 cm., dated 1535, sold at Sotheby's, London, 5 April 1995, lot 187 (as Bernaert van Orley or Workshop); a painting on canvas laid down on panel, 34 x 45.5 cm., with Caretto Gallery, December 1997; and an undated version in Philadelphia, John G. Johnson Collection, which was listed by Friedländer as painted by Bernaert van Orley circa 1522 (see: M.J. Friedländer, *Early Netherlandish Painting*, vol. VIII (1972), p. 105, no. 105, ill. pl. 102). Although the Sotheby's and Caretto versions are very close, the other two pictures differ in minor details, in particular in the architecture far right and in the background figures, far left and far right. While the Philadelphia version shows the figure far left to be wearing a helmet, the present composition is closer in this respect to the Sotheby's and Caretto versions. The Philadelphia picture, moreover, lacks the fourth figure seen in this and the Sotheby's picture to the far left. The present composition, however, also incorporates a further figure in this group: that wearing a white turban, which is absent in the other three known versions of this subject.

Friedländer was unaware of the Sotheby's painting, but if he had been familiar with it he would probably not have suggested such an early date for the Philadelphia version. J.D. Farmer, who had not seen the Sotheby's version, assigns it and the Philadelphia picture to a painter in van Orley's workshop (J.D. Farmer, *Bernaert van Orley of Brussels*, dissertation, 1981, p. 268). He suggests the anonymous painter of a *Crucifixion* in Madrid, Museo Arqueológico Nacional and a *Scourging of Christ* in a Swiss Private Collection as the possible author (reproduced Farmer, *op. cit.*, figs. 135, 217). Further weaker painted derivations of the central figure group are at Brussels and Schleissheim, and one is lost (Friedländer, *op. cit.*, nos. 106a-c, reproduced plates 102-3).





53

53W

Antwerp School, circa 1600

Belshazzar's Feast

oil on canvas

99.8 x 152.5cm (39⁵/₁₆ x 60¹/₁₆ in).

£8,000 - 12,000

€9,400 - 14,000

US\$12,000 - 18,000

The present painting is related to an engraving by Jan Harmensz. Muller (1570-1625), (see: *The Illustrated Bartsch* (New York, 1980), vol. 4, p. 44) which was widely known through its publication in a 17th century bible. Versions by Frederik and Gillis van Valckenborch, Frans Francken II, Melchior Bocksberger and others are recorded.



54

54

Isidoro Bianchi (Campione 1602-1690 Milan)

The Adoration of the Magi

oil on panel

51.2 x 91.8cm (20³/₁₆ x 36¹/₈ in).

£30,000 - 50,000

€35,000 - 59,000

US\$45,000 - 76,000

LITERATURE:

M. Bona Castellotti, *La pittura lombarda del '600* (Milan, 1985),
no. 64, ill.

55

Luca di Tommè (active Siena, circa 1330-1389)

The Madonna and Child

tempera on gold ground panel

64 x 46cm (25 x 18 in).

£100,000 - 150,000

€120,000 - 180,000

US\$150,000 - 230,000

PROVENANCE:

Sale, Sotheby's, London, 16 March 1966, lot 27, (bought by Salocchi)

With Vittore Frascione, Florence, 1968/69

Private Collection, Italy and thence by descent to the present owner

LITERATURE:

S. A. Fehm, 'Luca di Tommè's Influence on Three Sienese Masters: The Master of the Magdalene Legend, The Master of the Panzano Triptych, and the Master of the Pietà', *Mitteilungen des Kunsthistorischen Institutes in Florenz*, XX (1976), p. 348 (as Luca di Tommè)

C. De Benedictis, *La pittura senese 1330-1370* (Florence, 1979), pp. 38, 66, and 89 (as Luca di Tommè)

S. A. Fehm, *Luca di Tommè. A Sienese Fourteenth-Century Painter*, Illinois, 1986, p. 165, cat. no. 64, ill. pl. 64 (under Doubtful Attributions and Shopworks)

A late work by Luca di Tommè, the present panel can be compared to his *Madonna and Child* now in the Museo Civico, Montalcino. Freuler tentatively suggests that the latter painting formed the central section of a dismembered altarpiece for a chapel in the Church of San Francesco in Montalcino, which was commissioned in the 1380s. The dating of the present work to the latter part of Luca di Tommè's career is supported by the stronger, brighter palette and the relatively large proportions of the figures within the picture space.

We are grateful to Gaudenz Freuler for confirming the attribution to Luca di Tommè on the basis of a colour photograph and for suggesting a date of the 1380s.





56

56

Hendrik Jacobsz. Dubbels (Amsterdam circa 1620-1676)

A beach landscape with a fish seller

signed 'Dubbels' (lower right)

oil on panel

42.7 x 49.5cm (16¹³/₁₆ x 19 1/2in).

£8,000 - 12,000

€9,400 - 14,000

US\$12,000 - 18,000

PROVENANCE:

The Long Sale, Sotheby's, London, 30 June 1926, lot 47

With Gallerie van Diemen & Co., Amsterdam, 1928

Where purchased by Freiherr Treusch van Buttler-Brandenfels
(1888-1962)

Sold by order of the heirs of his widow, Sotheby's, London, 11 March
1964, lot 133

The Collection of Sir Bruce Ingram

With Brian Koetser Gallery, London, 1965-6, no. 925, ill.

EXHIBITED:

Rye, Rye Art Gallery, *Marine Art*, May 1966, no. 17

LITERATURE:

Weltkunst, 15 October 1966, p. 973, ill.

U. Middendorf, *Hendrik J. Dubbels* (Freren, 1989), p. 143, no. 86, ill.

Middendorf dates the painting to 1660 and states that a later version of
the present composition is in the Musée du Louvre, Paris.



57

57

Herman Saftleven (Rotterdam circa 1609-1685 Utrecht)

Christ preaching on the Sea of Galilee

signed with monogram and dated 'HS 1648' (lower left)

oil on panel

72.4 x 102.2cm (28 1/2 x 40 1/4in).

£15,000 - 20,000

€18,000 - 24,000

US\$23,000 - 30,000

PROVENANCE:

With H. Jungeling, The Hague, 1959 (as Droochsloot)

With Kunsthandel Schlichte Bergen, Amsterdam

Pathuis, Amsterdam

Private Collection, Amsterdam

Sale, Christie's, Amsterdam, 10 November 1992, lot 26

Sale, Phillips, London, 7 July 1998, lot 139

With Luigi Caretto Gallery, Turin, 1998

Private Collection, Spain, since 1998

EXHIBITED:

Madrid, *Feria Antiquaria*, 1997 and 1998

LITERATURE:

J. Nieuwstraten, *De Ontwikkeling van Herman Saftlevens Kunst Tot 1650* (1965), p. 113, pl. 42

W. Schulz, *Herman Saftleven 1609-1685* (Walter de Gruyter, 1982), p. 139, cat. no. 55

58W

Andrea Scacciati (Florence 1642-1710)

Tulips, roses, convolvulus, lilies and other flowers in a bronze urn

signed, inscribed and dated 'Andreas D* de Scacciatis Flor[entin]us Civis Pinxit A: 1687'

(lower right)

oil on canvas

169 x 225cm (66 ⁹/₁₆ x 88 ⁹/₁₆in).

£200,000 - 300,000

€240,000 - 350,000

US\$300,000 - 450,000

PROVENANCE:

With Galleria d'Arte Bosoni, Milan

EXHIBITED:

Florence, Palazzo Strozzi, *La natura morta italiana: da Caravaggio al Settecento*, 26 June - 12 October 2003

Munich, Kunsthalle der Hypo-Kulturstiftung, *Stille Welt. Italienische Stilleben aus drei Jahrhunderten* 6 December 2002 - 24 February 2003

LITERATURE:

La natura morta italiana: da Caravaggio al Settecento, exh. cat. (Florence, 2003), pp. 418-419

S. Bellesi, *Catalogo dei pittori Fiorentini del '600 e '700* (Florence, 2009), vol. III, p. 300, ill. 1492

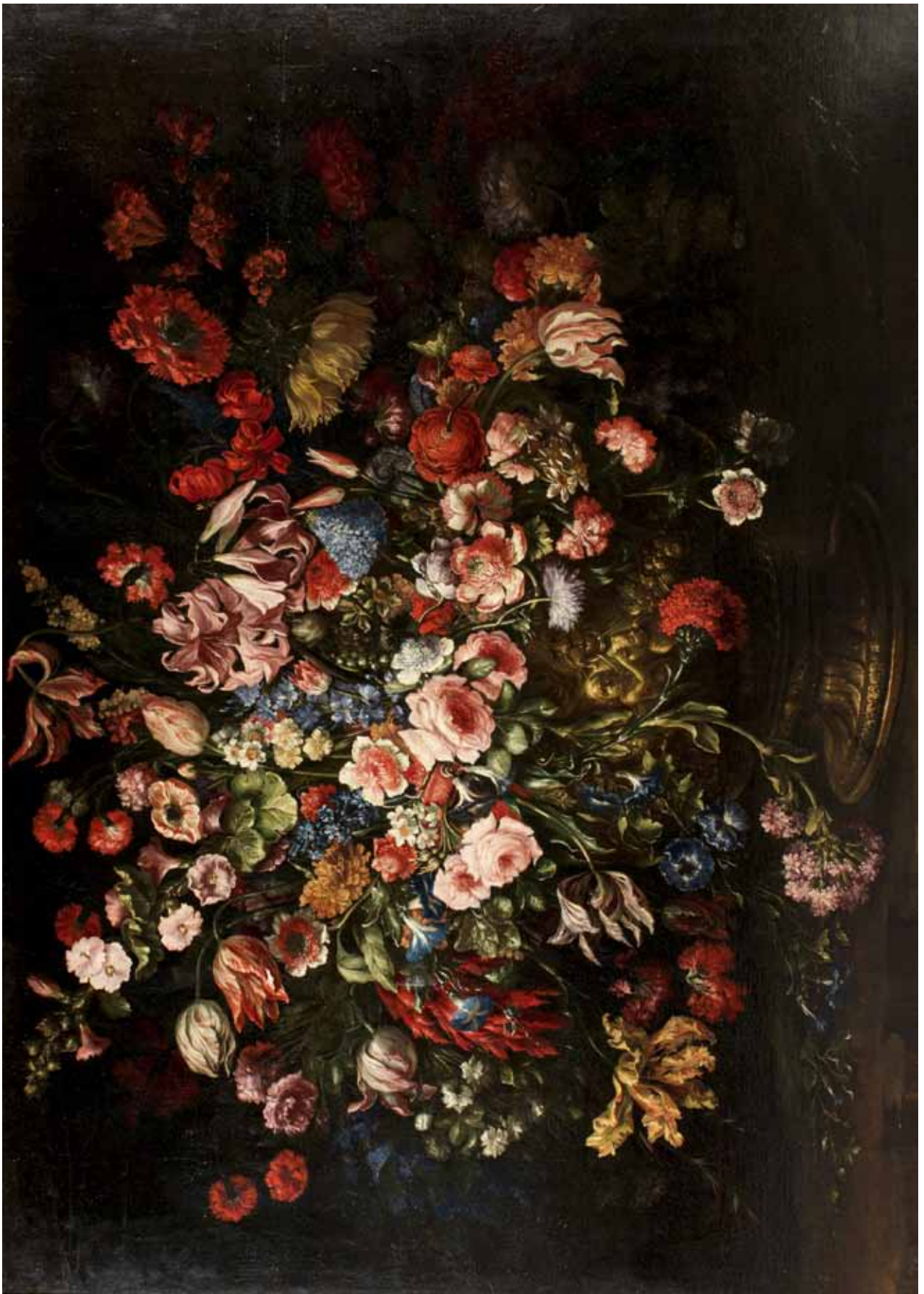
S. Bellesi, *Andrea Scacciati. Pittore di fiori, frutta e animali a Firenze in età tardobarocca* (Florence, 2012), p. 135, ill.

Born in Florence, Andrea Scacciati began his artistic training as a figure painter with Mario Balassi and Lorenzo Lippi. After the latter encouraged him to make a particular study of the qualities of flowers, he came to focus on still life painting, drawing inspiration from Flemish as well as Roman and Neapolitan sources, developing a style which combined luxuriant and exuberant compositions with a realistic observation of nature.

The present painting is a unique example in terms of size, complexity of composition and in the variety of flowers represented which is almost encyclopaedic. It can be read as a display of the artist's entire repertoire: whereas many of the species depicted appear in other examples of his work, the present work includes a number of particular flowers that Scacciati does not repeat elsewhere. Although a small number of other examples similar in size is known, the present work can be considered unique as the flowers spread across the entire canvas, with both the ornate vase and the background almost disappearing beneath their mass.

The thick impasto, almost in bas relief, perfectly epitomises the artist's output of the 1680s and compares closely, amongst others, to the works commissioned by Vittoria della Rovere (see: Bellesi, 2012, pp. 185-186). The monumental size, the Latin signature and the ambitious composition suggest an important commission, although it has not yet been possible to trace its patron.

Andrea Scacciati's refined and dramatic paintings made him one of the most successful still life painters of the Medici Grand Dukes' Court. Amongst his illustrious patrons, Scacciati also enjoyed the lifelong protection of the Grand-Duchess Vittoria della Rovere, various Tuscan noble families and he also gained commissions from members of the British aristocracy visiting Florence and Livorno.





59

59

Attributed to Andrea Michieli, called Vicentino
(Vicenza 1542-1617 Venice)

Belshazzar's Feast

oil on canvas

65.2 x 102.5cm (25 ¹/₁₆ x 40 ³/₈in).

£5,000 - 7,000

€5,900 - 8,200

US\$7,600 - 11,000



60

60

Workshop of Michele Tosini (Florence 1503-1577)

Saint John the Baptist

oil on panel

70 x 54.5cm (27⁹/₁₆ x 21⁷/₁₆ in).

unframed

£6,000 - 8,000

€7,100 - 9,400

US\$9,100 - 12,000

The present work follows the same composition as the *Saint John the Baptist* (of the same dimensions) now in the Saint Louis Art Museum, Missouri. The motif of Saint John gesturing heavenwards, first established by Leonardo da Vinci in his *Saint John the Baptist* now in the Musée du Louvre, Paris, was later quoted by many Mannerist painters such as Andrea del Sarto in his *Saint John the Baptist* now in Worcester Art Museum, Worcester, Massachusetts.

61

Jan Brueghel the Younger (Antwerp 1601-1678) and Joos de Momper (Antwerp 1564-1635)

A country path with several wagons and other travellers on foot, a cowherd and his livestock leaving a woodland track in the foreground and an extensive landscape with two distant towns beyond
oil on panel

45.4 x 77.9cm (17 ⁷/₈ x 30 ¹/₁₆ in).

£150,000 - 250,000

€240,000 - 350,000

US\$230,000 - 300,000

PROVENANCE:

Acquired by the present owner's family in England in the late 19th century and thence by descent

Having been hidden in a private collection for over 100 years, the present painting has hitherto been unknown to the art world and forms an exciting addition to the *oeuvre* of Jan Brueghel the Younger. While the hand of Joos de Momper can be identified in the technique of the panoramic landscape, the general composition is taken from a drawing by Jan Brueghel the Elder (Staatliche Museen, Berlin, Kupferstichkabinett, Inv. Nr. 5544). The two central wagons were employed again by the younger Brueghel (in reversed positions) in a panel in the Hermitage, Saint Petersburg (see: K. Ertz, *Jan Brueghel the Younger (1601-1678)* (Lingen, 1984), no. 23, p. 204, ill. p. 206). However, unusually, the overall composition of the landscape of this large panel appears to be unique to the known painted output of the Brueghels' studio.









62

62W

Attributed to Francesco de Mura (Naples 1696-1782)

The Dream of Saint Joseph

oil on canvas

126.5 x 180cm (49¹³/₁₆ x 70⁷/₈ in).

£10,000 - 15,000

€12,000 - 18,000

US\$15,000 - 23,000

PROVENANCE:

Private Collection, Germany, circa 100 years ago, and thence by descent to the present owner

The pose of the angel's right arm may be compared to that of Theseus in *The Offering of Theseus* of 1741 by Francesco de Mura in the Salzburger Barockmuseum (Sammlung-Rossacher).



63

63*

Pietro Montanini, called Petruccio (Perugia 1626-1689)

The young Saint John the Baptist in the Wilderness

signed with initials 'PM' (in ligature, on rock, lower centre)

oil on unlined canvas

50.2 x 70.4cm (19 3/4 x 27 1/16 in).

£7,000 - 10,000

€8,200 - 12,000

US\$11,000 - 15,000

A little known artist of Perugian origins, Montanini came to Rome to train with Pietro da Cortona. A small nucleus of his work is known, based around two signed seascapes in the Pallavicini Gallery, Rome, and a large signed and dated landscape of 1689 now in a Private Collection, Perugia, all of which reveal the influence of Salvator Rosa. The present work is unusual within his oeuvre in that the central figure is relatively large in scale but the broad handling of the landscape and distinctive palette are typical of the artist.

64

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

The Bird Trap

oil on panel

38 x 56.5cm (14 ¹⁵/₁₆ x 22 ¹/₄in).

£60,000 - 80,000

€71,000 - 94,000

US\$91,000 - 120,000

PROVENANCE:

Acquired by the present owner's family by at least 1958 and thence by descent

The prototype for this popular and much repeated composition has yet to be securely identified. While the original had long been considered to be the painting in the Musées Royaux des Beaux-Arts, Brussels, the attribution of that work to Pieter Brueghel the Elder has recently been questioned. Klaus Ertz suggests that the prototype may be a lost work by Jan Brueghel the Elder, inspired by his father's celebrated *Hunters in the Snow* of 1565 (see: K. Ertz, *Pieter Brueghel der Jüngere* (Lingen, 2000), p. 576).

It has been suggested that the underlying message of the picture is the precariousness of life, the birds being oblivious to the threat of the trap, while the skaters are unaware of the dangers of the fragile ice. In the catalogue of the exhibition, *Le Siècle de Brueghel*, Georges Marlier identified the village depicted as Pede-Ste-Anne in Brabant (Brussels, Musées Royaux des Beaux-Arts, 27 September-24 November 1963, p. 69).

A copy of a certificate of authenticity by Dr. Klaus Ertz attributing the present painting in full to Pieter Brueghel the Younger from first hand inspection, dated 27 February 2009, is available.





65

65*

Nicolas Baudesson (Troyes circa 1611-1680 Paris)

Chrysanthemums, narcissi, forget-me-nots and other flowers
in a glass vase

oil on canvas

46.5 x 37cm (18 5/16 x 14 9/16in).

£6,000 - 8,000

€7,100 - 9,400

US\$9,100 - 12,000

Baudesson's habit of not signing his works, coupled with his subsequent confusion with such contemporaries as Monnoyer, Fontenay, Arellano, Nuzzi and his own son, François, have since the 18th century left many of his paintings unrecognised which in turn has obscured his once high stature. His prestige in Paris on his return in 1666 from a long sojourn in Italy was unrivalled, André Félibien writing shortly after that 'la père Zegre [Daniel Seghers], Mario dé Fiori [Nuzzi], Baudesson will always have a reputation for flowers.'



66

66

Circle of Paul van Somer (Antwerp 1576-1621 London)

Portrait of a girl, half-length, in a pink silk dress and a bejewelled lace collar and headdress, holding a lace handkerchief and an ostrich feather fan
oil on canvas

65 x 49.5cm (25 9/16 x 19 1/2in).

£7,000 - 10,000

€8,200 - 12,000

US\$11,000 - 15,000

67

Dirck van Delen (Heusden 1605-1671 Arnemuyden)

A noble family and its entourage in a palace courtyard, a group of men playing a ball game beyond dated '1631' (on plinth, lower left) with coat-of-arms

oil on panel

48.9 x 66.2cm (19 ¼ x 26 ⅙ in).

£30,000 - 50,000

€35,000 - 59,000

US\$45,000 - 76,000

The present work, dated 1631, compares closely with a group of paintings depicting opulent baroque architectural settings inhabited by elegant figures, dating to the 1630s, such as the *Architectural fantasy*, in the National Gallery, London (dated 1634) and *An elaborate architectural capriccio with Jephthah and his daughter* (dated 1633) sold at Sotheby's, New York, 26 January 2006, lot 2.

This type of finely painted fanciful setting, carefully constructed according to perspectival rules and populated with richly dressed figures, was probably painted for aristocratic and courtly patrons connected with the Court of Orange in the Netherlands, as the coat-of-arms on the plinth, lower left, seems to indicate.

Van Delen drew inspiration and even borrowed motifs from the graphic work of Hans and Paul Vredeman de Vries (see for example his *DORICA AVDITVS* for his series of the *Five Senses*, fig. 1), the Dutch father and son who worked at the court of Rudolf II in Prague, in a style influenced by that of Hendrick van Steenwyck the Younger (died 1649). He often worked together with figure painters, such as Jan Olis and Anthonie Palamedesz., who animated the picture plane with figures which almost became the focus of the painting.



fig. 1





68

68

Joost Cornelisz. Droochsloot (Utrecht 1586-1666)

A village with figures gathered outside an inn
signed with initials and dated 'JC.D 1627' (lower centre)
oil on panel

35.5 x 55cm (14 x 21 ⁵/₈ in).

£6,000 - 8,000

€7,100 - 9,400

US\$9,100 - 12,000

PROVENANCE:

W.G. Skillicorn Esq., Liverpool

W.H.H. Makant, Wales, June 1956

With Dennis Vanderkar, London, Spring, 1969



69

69

Jacob van Loo (Sluis circa 1614-1670 Paris)

Lot and his Daughters

oil on panel

41.5 x 53.5cm (16⁵/₁₆ x 21¹/₁₆in).

£7,000 - 10,000

€8,200 - 12,000

US\$11,000 - 15,000

PROVENANCE:

Private Collection, Germany since the 1950s

LITERATURE:

D. Mandrella, *Jacob van Loo* (Paris, 2011), no. 65, ill.

70W

Bartolomeo Bettera (Bergamo 1639-circa 1699)

An armillary sphere, a trumpet, books, a lute, a violin, a guitar and musical notebooks,
fruit and flowers in an urn on a stone ledge before a damask curtain

oil on canvas

147 x 194cm (57 ⁷/₈ x 76 ³/₈in).

£40,000 - 60,000

€47,000 - 71,000

US\$61,000 - 91,000

PROVENANCE:

Private Collection, Italy

EXHIBITED:

Bergamo, Credito Bergamasco, *Bartolomeo Bettera. La Sonata Barocca*, 4-24 October 2008, no. 13

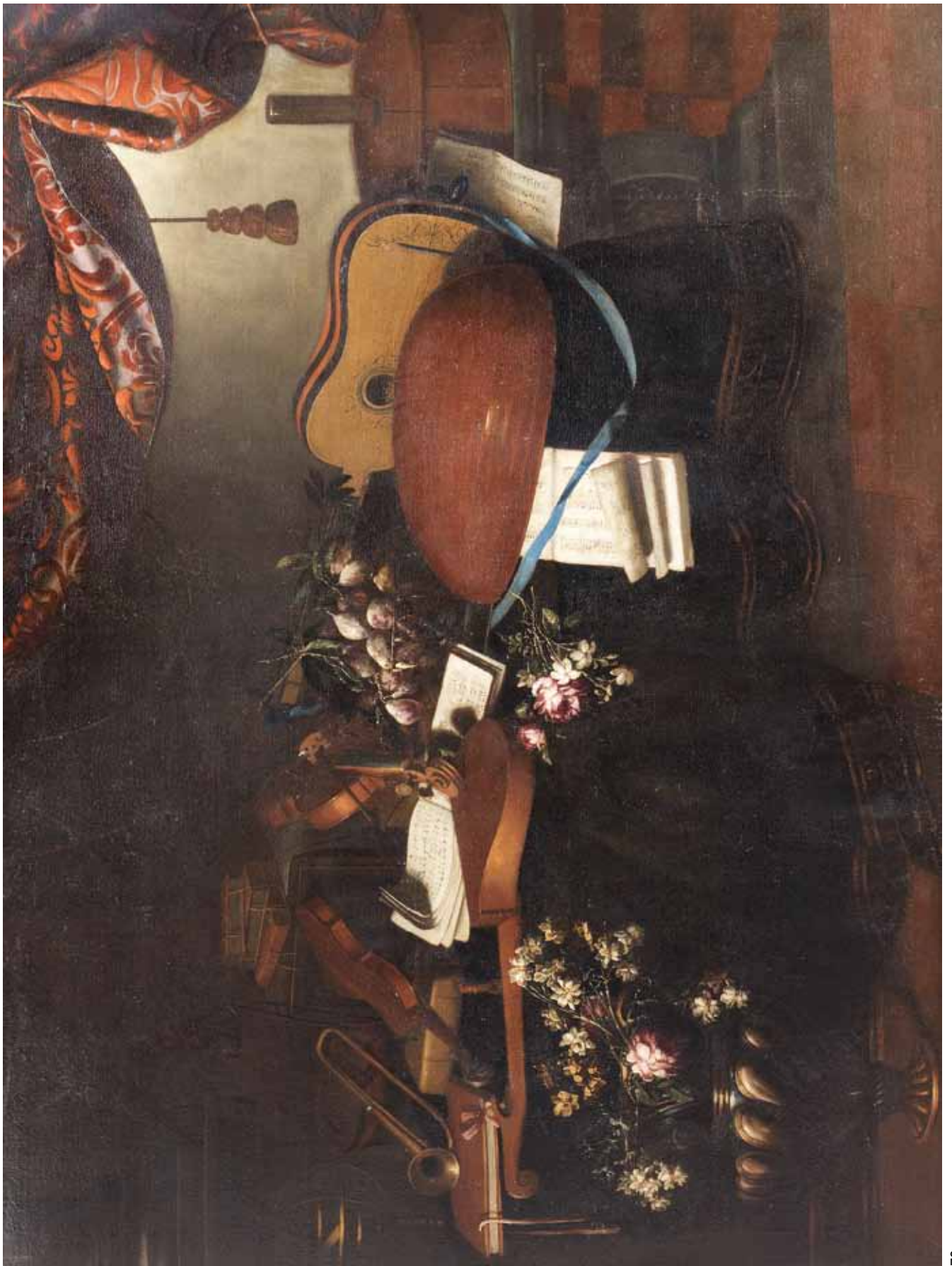
LITERATURE:

A. Cottino, *Bartolomeo Bettera. La Sonata Barocca*, exh. cat. (Bergamo, 2008), pp. 62-63, ill.

Bettera started in Evaristo Baschenis's workshop as an apprentice, later becoming an independent painter developing his master's imagery with a more theatrical approach. In the present painting, the vase lower left functions as a repoussoir element, detaching the main still life group from the foreground and setting it back from the observer.

The insertion of the flowers is particularly useful for dating the work. They are stylistically attributable to the still life painter, Francesca Vincenzina (Milan 1657-1700), from the Volò family of artists, who was active in Milan and who is known to have worked with Bettera, as did her brother, Andrea Vincenzino. This thus allows this painting to be dated to the mature production of Bettera, most probably to the 1690s, when the artist was active in Milan. The more open compositional setting also confirms this later dating for the work.

The theatrical setting of the present work and the distance between the viewer and the still life anticipate the 18th century tradition of still life painting, in which a concern with rendering atmosphere replaces the minute description of the physical object.





71

71

Michiel Jansz. van Miereveldt (Delft 1567-1641)

Portrait of a bearded man, bust-length, in a black doublet and white ruff
signed and dated 'A 1625/M Miereveld' (centre left)

oil on panel

62 x 53cm (24 ⁷/₁₆ x 20 ⁷/₈in).

£10,000 - 15,000

€12,000 - 18,000

US\$15,000 - 23,000

Michiel van Miereveldt was not only one of the most popular portrait painters with the leading citizens of his home town of Delft, but was one of the relatively few Dutch portrait painters in the first half of the 17th century whose patrons were not limited to his own place of residence. After becoming the official court portrait painter to the stadholder court from 1607 - producing many portraits of members of the House of Orange Nassau - he received numerous commissions from other noble families of the Dutch Republic, as well as from foreign diplomats based in the Hague.



72

72

Attributed to Pieter Binoit (Cologne circa 1590-1632 Hanau)

A pewter dish of apples with a glass of wine, peaches, walnuts, chestnuts and grapes on a stone ledge, a blue tit perching on a branch
oil on panel

39.2 x 49cm (15 ⁷/₁₆ x 19 ⁵/₁₆in).

£10,000 - 15,000

€12,000 - 18,000

US\$15,000 - 23,000

Giovanni Antonio Guardi (Vienna 1699-1760 Venice)

Portrait of Ferdinand of Spain, as the Prince of Asturias, later King Ferdinand VI, three-quarter-length, in a velvet coat with gold embroidered decoration, wearing the Order of the Golden Fleece and holding a baton

inscribed with Schulenburg inventory number '80' (lower right)

oil on canvas laid down on board

130 x 107cm (51³/₁₆ x 42¹/₈ in).

£100,000 - 150,000

€120,000 - 180,000

US\$150,000 - 230,000

PROVENANCE:

Commissioned by Field Marshal Count Johann Matthias von der Schulenburg (1661-1747)

Bequeathed to his nephew, Adolph Friedrich von der Schulenburg (1685-1741), Berlin

Sold by a member of the von der Schulenburg family, Christie's, London, 22 April 1994, lot 46

Where purchased by the present owner

EXHIBITED:

Venice, Palazzo Grassi, *Mostra dei Guardi*, 5 June - 10 October 1965, cat. no. 13

Bergamo, Accademia Carrara, and Musée des Augustins, Toulouse, *Fra' Galgario e il ritratto in*

Europa nel Settecento, 2 October 2003 - 10 May 2004

LITERATURE:

Inventario Generale della Galleria di S.E. Maresciallo Co: di Schulenburg (Venice, June 1741), appendix, *Tableaux achetés après le sudit Catalogue* (see Binion *La Galleria scomparsa del maresciallo von der Schulenburg* (Milan, 1990))

A. Morassi, *Antonio Guardi ai servizi del Feldmaresciallo Schulenburg*, *Il Emporium*, CXXXI, May 1960, p. 204

R. Pallucchini, *Note sulla Mostra dei Guardi*, *Arte Veneta*, 1965, p. 216

D. Mahon, *The Brothers at the Mostra dei Guardi: some Impressions of a Neophyte*, *Problemi Guardeschi* (Atti del Convegno di Studi promosso dalla Mostra dei Guardi, Venice, 13-14 September 1965), (Venice, 1967), pp. 767-77 and ill. pl.22

A. Morassi, *Antonio Guardi, Sensibilità e razionalità del Settecento* (Florence, August 1967), p. 505

A. Morassi, *Guardi* (Venice, 1973), vol. I, pp. 59-60 and 331, cat. no. 122; vol. II, ill. fig. 146

A. Binion, *La Galleria scomparsa del maresciallo von der Schulenburg* (Milan, 1990), pp. 179, 245 and 259

F. Pedrocco and F. Montecuccoli degli Erri, *Antonio Guardi* (Milan, 1992), p. 42, note 41, 129, no. 53 and 198, ill. fig. 70

Field Marshal Count Johann Matthias von der Schulenburg (1661-1747), a German aristocrat of Brandenburg Prussian descent, initially served in both the Imperial and Saxon armies. His later service under Prince Eugene of Savoy during the Wars of the Spanish Succession brought him to the attention of the Venetians. Appointed Field Marshall of the Venetian forces in 1715, he successfully broke the siege of Corfu the following year and secured victory for the Venetian Republic. He set up residence in the Palazzo Loredan, San Trovaso, and after his retirement from active service, he began collecting and commissioning art. Alongside Consul Joseph Smith (1682-1770), von der Schulenburg went on to become one of the foremost patrons and collectors of art in Venice in the 18th Century and by his death in 1747, his collection numbered some 957 items, including groups of paintings by leading Venetian artists such as Piazzetta, Giovanni Antonio Guardi and the Ricci, along with views by Canaletto, Bellotto and Marieschi.

Giovanni Antonio Guardi appears to have enjoyed a particularly close relationship with Schulenburg. Indeed he was paid a monthly retainer by the marshal. Many of the works produced for Schulenburg were copies, such as *The Last Supper* (now in the Museum of Halle, Saale) which was based on a prototype by Niccolò Grassi now in Augsburg and commissioned by the marshal in the summer of 1738. Guardi also executed numerous portraits for him of various members of the royal houses of Europe including, for example, a group of 'cinque ritratti della Casa d'Austria'. The present portrait was commissioned by Schulenburg from Giovanni Antonio Guardi in 1745 and payments to the artist are recorded between October 1745 and January 1746 for a series of six portraits of the King and Queen of Spain, Philip, Duke of Parma and his wife, and the present sitter, the future King Ferdinand VI of Spain and his wife (see A. Binion, p. 179), five of which have been rediscovered and identified by Morassi (*op. cit.* pp. 330-331). Out of necessity, many of these paintings were based on the works of other artists. The portraits of the Spanish royal family are based on prototypes by Louis Michel van Loo and the original model for the present painting is now located at the Palacio Real, Madrid (inv. no. 10002069).





74

74

Attributed to Nicola Malinconico (Naples 1663-1726) and Circle of Luca Giordano (Naples 1634-1705)

The Penitent Magdalen surrounded by a garland of flowers

oil on canvas

117.5 x 92.7cm (46 1/4 x 36 1/2in).

£7,000 - 10,000

€8,200 - 12,000

US\$11,000 - 15,000

The flower still life is attributed to Malinconico, while it is believed that the figure of the Magdalen was painted by a contemporary Neapolitan artist influenced by Luca Giordano. The still life element may be compared to a *Garland of flowers surrounding the Infant Saint John the Baptist* that was offered at Semenzato, Venice, October 1986, lot 63.



75

75

Giovanni Stanchi (Rome 1608-circa 1673)

Tulips, narcissi, jasmine, convolvulus, roses and other flowers in a garland with Jersey Tiger moths, a Swallowtail and various other butterflies bears signature 'Ambrosius Bosschaert' (lower left)

oil on canvas, possibly extended on all four sides

118 x 94cm (46 7/16 x 37in).

£8,000 - 12,000

€9,400 - 14,000

US\$12,000 - 18,000

Several garlands of flowers by Stanchi are known, which like the present composition surround a space filled with butterflies. Comparable examples include the still lifes in the Pinacoteca Nazionale, Bologna, and in the Musée des Beaux Arts, Bordeaux (see: L. Ravelli, *Stanchi dei Fiori* (Bergamo, 2005), nos. 49 and 50, ill. pp. 70-71).

76

Nicolaas Verkolje (Delft 1673-1746 Amsterdam)

Moses defending the daughters of Jethro

signed 'Verkulie' lower left

oil on panel

49 x 70.8cm (19⁵/₁₆ x 27⁷/₈in).

£30,000 - 50,000

€35,000 - 59,000

US\$45,000 - 76,000

Nicolaas Verkolje studied under his father, Jan Verkolje, and settled in Amsterdam in 1700. Nicolaas's work consisted mainly of genre and mythological subjects and was generally influenced by Gérard de Lairese, Gabriel Metsu and Adriaen van der Werff. Perhaps the clearest influence, however, was that of the French academic painters, such as Antoine Coypel, whose engravings would have been readily available for study. A comparison with Coypel can be drawn in the depiction of attenuated female figures and the wide open gestures. Verkolje also developed a highly finished technique akin to the popular *fijnschilderij* of the Leiden School and in particular to the successful Adriaen van der Werff.



77

Sebastiano Ricci (Belluno 1659-1734 Venice)

An angel and mule from The Flight into Egypt

oil on canvas

79.5 x 63.2cm (31⁵/₁₆ x 24⁷/₈ in).

£60,000 - 80,000

€71,000 - 94,000

US\$91,000 - 120,000

PROVENANCE:

With Agnew's, London, 1968 (cat. no. 13)

Where purchased by the present owner's mother

LITERATURE:

J. Daniels, *Sebastiano Ricci* (Hove, 1976), p. 84, cat. no. 285, p. 114, no. 409

J. Daniels, *L'opera completa di Sebastiano Ricci* (Milan, 1976), cat. no. 283, ill.

F. Romei, P. Tosini, *Collezioni veneziane nelle foto di Umberto Rossi. Dipinti e disegni dal XIV al XVIII secolo* (Naples, 1995), pp. 258-9, ill.

A. Scarpa, *Sebastiano Ricci* (Milan, 2006), no. 569

The present painting is an autograph version of the right-hand section of Ricci's *Flight into Egypt*, formerly on loan to the Museum of Fine Arts, Springfield.

The existence of copies both of the full painting, formerly at Springfield, and of the right-hand section attest to the popularity of the present composition (at the Raleigh Museum, North Carolina and with the Schaeffer Galleries, New York 1973 respectively). Jeffrey Daniels suggests that the Springfield *Flight into Egypt* dates to Ricci's English period and notes the close similarities between it and the painting of the same subject at Chatsworth. The figure of Joseph in the Springfield work closely relates to that in the Chatsworth painting and the Virgin is of the same facial type particularly associated with Ricci's English period. These stylistic similarities along with the English provenance of the Chatsworth painting further support the dating of the whole composition, and therefore this work, to Ricci's time in England (circa 1712-1716).



78

Hieronymus Galle the Elder (Antwerp 1625-1679)

Roses, lilies, tulips and other flowers in an earthenware vase
on a table-top
signed and dated 'HIERONIMO GALLE/ 16*3' (upper left)
oil on panel

68.8 x 54cm (27 ¹/₁₆ x 21 ¹/₄in).

£30,000 - 50,000

€35,000 - 59,000

US\$45,000 - 76,000

PROVENANCE:

Ellis Collection, Detroit
With Victor D. Spark, New York, 1956
With Slatter Gallery, London, 1958
With Agnew's, London, 1960s

EXHIBITED:

Connecticut, Wadsworth Atheneum, Hartford, *Flowers*, May-June 1953,
no. 14

LITERATURE:

W. Bernt, *The Netherlandish Painters of the Seventeenth Century*
(Munich, 1969), vol. 1, pl. 404

Galle was known to have been influenced by Daniel Seghers, but, unlike Seghers, who generally bathed his flowers in full light, Galle's works more typically employed an animated play of light and shade. The present work also shows the salmon-pink tonalities that he favoured. About 15 signed and dated paintings executed between 1643 and 1680 are known.

End of Sale



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The Rau-UNICEF Sale

Thursday 5 December 2013
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Jean-Honoré Fragonard
Portrait of Francois-Henri, Duc d'Harcourt
oil on canvas
110 x 92.5cm
Estimate upon request



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Sir Edward John Poynter, PRA RWS
(1836-1919)

The Ionian Dance
signed with initials and dated
'18EJP95' (lower left)
oil on canvas
38.5 x 51cm (15 3/16 x 20 1/16in).
£300,000 - 400,000



Bonhams

1793

Prints

Tuesday 16 July 2013
New Bond Street, London

Tanya Grigoroglou
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Andy Warhol (American, 1928-1987)
Mick Jagger (F. & S. II.140)

Screenprint in colours, 1975, on Arches
Aquarelle, signed in pencil by the artist
and by Mick Jagger in black felt-tip pen,
from the edition of 250,
1105 x 737mm (43 1/2 x 29in)(SH)
£20,000 - 30,000

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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*.

"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

"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."

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 <i>Hammer Price</i>
20% from £25,001 of the <i>Hammer Price</i>
12% from £500,001 of the <i>Hammer Price</i>

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 £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, 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 £3,000. 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 2% 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 2% surcharge.

Credit cards: Visa and Mastercard only. Please note there is a 2% 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 8963 2850/2852 Fax: +44 (0)20 8963 2805
Email: 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 licencing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or

any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ 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 Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

Wines lying in Bond are marked Δ 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 or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from info@bonhams.com

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS		
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <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>):		
7.1.1	to terminate this agreement immediately for your breach of contract;	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.
7.1.2	to retain possession of the <i>Lot</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.
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2	The discretion referred to in paragraph 8.1:
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
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	FORGERIES
		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
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
		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
		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.
		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> .
		9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
		9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
		9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
		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> .
		10	OUR LIABILITY
		10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <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> .
		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:
		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
		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 <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

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

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Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Paddle number (for office use only)

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

Data protection – use of your information

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

Credit and Debit Card Payments

There is no surcharge for payments made by debit cards issued by a UK bank. All other debit cards and all credit cards are subject to a 2% surcharge on the total invoice price.

Notice to Bidders.

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

If successful

I will collect the purchases myself ☐
Please contact me with a shipping quote (if applicable) ☐

Sale title: Old Master Paintings		Sale date: Wednesday 3 July 2013	
Sale no. 20612		Sale venue: New Bond Street	
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.			
General Bid Increments:			
£10 - 200by 10s		£10,000 - 20,000by 1,000s	
£200 - 500by 20 / 50 / 80s		£20,000 - 50,000by 2,000 / 5,000 / 8,000s	
£500 - 1,000by 50s		£50,000 - 100,000by 5,000s	
£1,000 - 2,000by 100s		£100,000 - 200,000by 10,000s	
£2,000 - 5,000by 200 / 500 / 800s		above £200,000at the auctioneer's discretion	
£5,000 - 10,000by 500s			
The auctioneer has discretion to split any bid at any time.			
Customer Number		Title	
First Name		Last Name	
Company name (to be invoiced if applicable)			
Address			
City		County / State	
Post / Zip code		Country	
Telephone mobile		Telephone daytime	
Telephone evening		Fax	
Preferred number(s) in order for Telephone Bidding (inc. country code)			
E-mail (in capitals) <input type="text"/>			
<input type="text"/>			
I am registering to bid as a private client <input type="checkbox"/>		I am registering to bid as a trade client <input type="checkbox"/>	
If registered for VAT in the EU please enter your registration here: <input type="text"/> / <input type="text"/> - <input type="text"/> - <input type="text"/>		Please tick if you have registered with us before <input type="checkbox"/>	

Please note that all telephone calls are recorded.

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

FOR WINE SALES ONLY

Please leave lots "available under bond" in bond ☐ I will collect from Park Royal or bonded warehouse ☐ Please include delivery charges (minimum charge of £20 + VAT) ☐

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:

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

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

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

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

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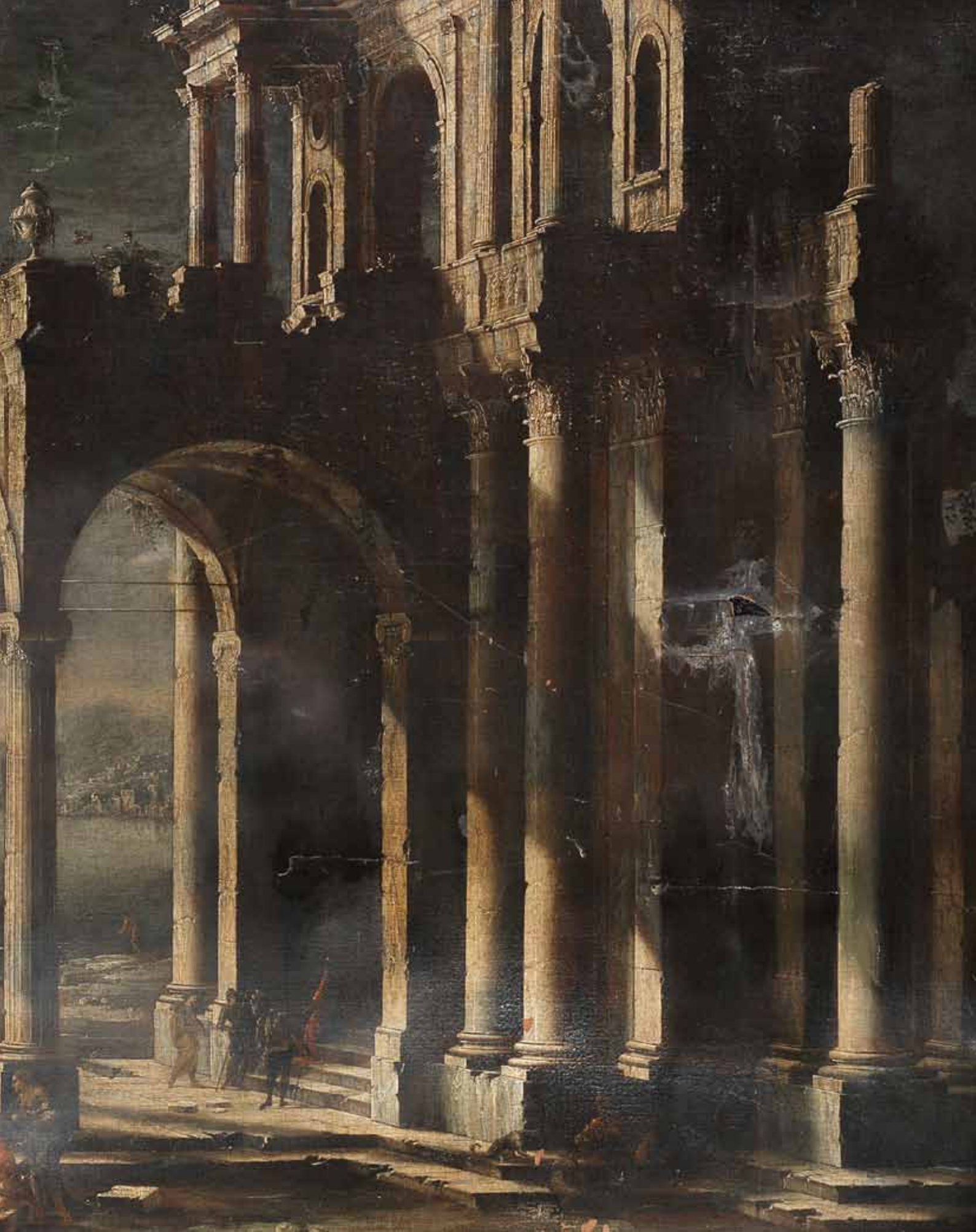
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