

Old Master Paintings

Wednesday 30 October 2013 at 1pm
Knightsbridge, London



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Bonhams

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+44 (0) 20 7468 8307

Specialists

Head of Sale:
Carlotta Mascherpa
+44 (0) 20 7468 8307
carlotta.mascherpa@bonhams.com

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

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

David Dallas
+44 (0) 20 7468 8336
oldmasters@bonhams.com

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

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

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Front cover: Lot 206 (detail)
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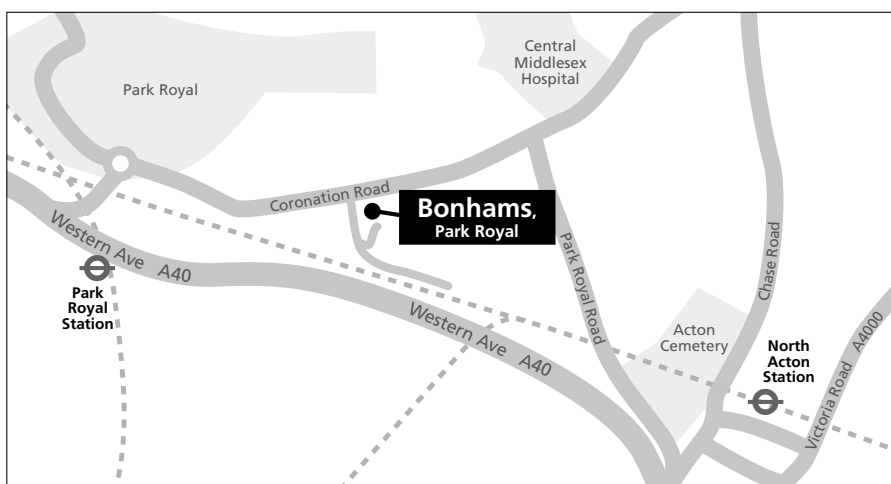
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1



1

1
 Florentine School, circa 1580
 The Stoning of Saint Peter; and The Gathering of the Manna
 a pair, oil on panel
 9.5 x 21cm (3 3/4 x 8 1/4in). (2)
 £7,000 - 10,000
 €8,300 - 12,000



2



3



4

2

Circle of Francesco de' Rossi, called il Salviati (Florence 1510-1563)

Portrait of a gentleman, three-quarter-length, in a black embroidered tunic

oil on panel

116 x 87.1cm (45 11/16 x 34 5/16in).

£3,000 - 5,000

€3,600 - 5,900

3

Florentine School, 16th Century

The Angel Annunciate

oil on panel

75.5 x 54.5cm (29 3/4 x 21 7/16in).

unframed

£1,500 - 2,000

€1,800 - 2,400

4

Italian School, 17th Century

Portrait of Michelangelo Buonarroti, bust-length, seated before a sculpture

inscribed 'Michel angelis bona/rotus patritius floren/tinus.an.agens 73' (on the piece of paper, lower right)

oil on canvas

42.1 x 37.1cm (16 9/16 x 14 5/8in).

£1,000 - 1,500

€1,200 - 1,800



5

5

After Fra' Angelico, circa 1450

The Flight into Egypt

inscribed 'ELONGAVI FVGIENS 7 MANSI INSOLITVDINE. PS. XXXXXV.C' (upper edge) and 'SVRGE ACCIPE PVERVM 7 MATREM EP 7 FVGE IN EGIPTVM MACEI.II.C' (lower edge)

oil on panel

37.5 x 36.5cm (14 3/4 x 14 3/8in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

The Collection of Lord Northwick, Thirlestane House, Cheltenham

(possibly inv. no. 1639)

From whom purchased by Sir Thomas Phillipps Bart., Middle Hill, 1859

(all according to a label on the reverse)

LITERATURE

Possibly J.R. Northwick, *Catalogue of the Late Lord Northwick's Extensive and Magnificent Collection of Ancient and Modern Pictures, Cabinet of Miniatures and Enamels* (1859), p.85, cat. no. 1639

The present composition is after Fra' Angelico's original composition, part of a series for the Armadio degli Argenti door, now in the Museo di San Marco, Florence, and originally commissioned by Piero de' Medici for the Basilica della Santissima Annunziata in the same city.

6

School of Ferrara, 16th Century

Portrait of a young gentleman, bust-length, in a black tunic and hat

oil on panel

43.5 x 36cm (17 1/8 x 14 3/16in).

£1,000 - 1,500

€1,200 - 1,800

7*

Milanese School, circa 1800

Portrait of a nobleman, half-length, in profile, in red robes and hat

oil on panel

17.5 x 12.2cm (6 7/8 x 4 13/16in).

£2,000 - 3,000

€2,400 - 3,600



6



7



8 (recto)



8 (verso)



9

8

German School, circa 1500

The Mocking of Christ; and Saint John the Baptist with Saint John the Evangelist

double-sided, oil on panel

96 x 69cm (37 13/16 x 27 3/16in).

unframed

£2,000 - 3,000

€2,400 - 3,600

9

German School, circa 1528

Portrait of a gentleman, half-length, in a fur-trimmed mantle holding a sword

inscribed 'AETATIS SUAE 44' (upper centre), signed and dated '1520/AS' (lower left)

oil on panel

46.3 x 34.2cm (18 1/4 x 13 7/16in).

bears inscription 'Thomas Morus/Gros Kanzler von./England hingericht/ A1535/gemahelt/durch Hans Asper/von Zurich' (on the reverse)

£2,000 - 3,000

€2,400 - 3,600

EXHIBITED

National Portrait Exhibition, South Kensington Museum, 1866 (as Portrait of Sir Thomas More, lent by Locko Park)

LITERATURE

J. P. Richter, *Catalogue of Pictures at Locko Park* (London, 1901), no. 153, p. 67



10

10
Circle of Quentin Matsys (Leuven 1466-1530 Antwerp)
 The head of Saint John the Baptist
 oil on panel, *tondo*
 36cm (14 3/16in) diameter
 £1,500 - 2,000
 €1,800 - 2,400



11

11*
Attributed to Anthonisz. Claessens (Bruges 1536-1631)
 Salvator Mundi
 oil on panel
 65.6 x 52cm (25 13/16 x 20 1/2in).
 £3,000 - 5,000
 €3,600 - 5,900



12

12
Franz Wolfgang Rohrich (Nuremberg 1787-1834)
 Portrait of a lady, three-quarter-length, in a gold and burgundy dress, holding a bird
 oil on panel
 37 x 29.5cm (14 9/16 x 11 5/8in).
 unframed
 £2,000 - 3,000
 €2,400 - 3,600



13



13



13

13

After Raffaello Sanzio, called Raphael, 17th Century

The Vision of Saint Cecilia

three fragments, oil on canvas

61 x 49.5cm (24 x 19 1/2in), 55.9 x 43cm (22 x 17in) and 56.5 x 43.2cm (22 1/4 x 17in). (3)

unframed

£2,000 - 3,000

€2,400 - 3,600

The present works are after Raphael's original altarpiece, now in the Pinacoteca Nazionale, Bologna.



14



14

14

French School, 18th Century

Three studies of the heads of the Magi
a set of three, oil on canvas

54.5 x 38cm (21 7/16 x 14 15/16in). (3)

£6,000 - 8,000

€7,100 - 9,500



14



15



16

15^W

Follower of Frans Floris the Elder (Antwerp circa 1519-1570)

The Garden of Eden

oil on panel

98 x 126cm (38 9/16 x 49 5/8in).

£2,500 - 3,500

€3,000 - 4,200

16

Circle of Frans Francken the Younger (Antwerp 1581-1642)

The Madonna and Child surrounded by a garland of flowers

oil on copper

22.5 x 18.1cm (8 7/8 x 7 1/8in).

£3,000 - 5,000

€3,600 - 5,900



17

17* W

Circle of Lodewijk Toeput, called il Pozzoserrato (Antwerp circa 1550-circa 1605 Treviso)

Latona turning the Lycians into frogs

oil on canvas

116 x 166cm (45 11/16 x 65 3/8in).

£6,000 - 8,000

€7,100 - 9,500

A comparable work and possibly a companion of the present canvas, a *Rape of Europa* (oil on canvas, 113.5 x 163 cm) was offered at Christie's, Monaco, 3 July 1993, lot 17 (as attributed to Pozzoserrato).

18

Attributed to Peeter Sion (active circa 1649-1695 Antwerp)

The Crucifixion

oil on copper

41.5 x 25.9cm (16 5/16 x 10 3/16in).

£3,000 - 5,000

€3,600 - 5,900

The present painting can be compared with a series of signed religious scenes, on copper, which are now in the Ermita de Nuestra Señora del Patrocinio, Pedrosa.



18



19



20

19

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

Two peasants with a hen and a spindle

oil on panel

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

£5,000 - 7,000

€5,900 - 8,300

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

20

Circle of Pieter Coecke van Aelst (Aelst 1502-1550 Brussels)

The Holy Family

oil on panel

40 x 31.2cm (15 3/4 x 12 5/16in).

£3,000 - 5,000

€3,600 - 5,900



21

21
Circle of Juan de Flandes (active Spain, 1496-1519)
 The Road to Calvary
 oil on panel
 13 x 12cm (5 1/8 x 4 3/4in).
 £1,200 - 1,800
 €1,400 - 2,100



22

22
The Master of the Large Jars (active Netherlands, 17th Century)
 The card players
 oil on panel
 16.4 x 16.4cm (6 7/16 x 6 7/16in).
 £1,500 - 2,000
 €1,800 - 2,400



23

23
Follower of Pieter Coecke van Aelst (Aelst 1502-1550 Brussels)
 The Holy Family with an angel
 oil on panel, shaped top
 72 x 49.8cm (28 3/8 x 19 5/8in).
 £6,000 - 8,000
 €7,100 - 9,500

PROVENANCE
 The Collection of Gräfin von Staden
 Sale, Lepke, July 1920 (sold for 15,000 goldmarks, all according to a label on the reverse)

A version of the present composition, attributed to the workshop of Joos van Cleve, was offered at Hôtel Drouot, Paris, 7 November 2011, lot 6.



24



25

24

Circle of Agostino Buonamico, called Agostino Tassi (Perugia circa 1579-1644 Rome)

Figures conversing before a walled building, in an Italianate river landscape

oil on canvas

70.8 x 79cm (27 7/8 x 31 1/8in).

£1,000 - 1,500

€1,200 - 1,800

25

After Carlo Saraceni, 17th Century

Judith with the head of Holofernes

oil on copper

35.7 x 28cm (14 1/16 x 11in).

£2,000 - 3,000

€2,400 - 3,600

The present composition is after Saraceni's original now in Museo di Castelvecchio, Verona.



26

26
After Claude Gellée, called Claude Lorrain, 18th Century
 Landscape with the Marriage of Isaac and Rebecca
 oil on canvas
89.5 x 116.5cm (35 1/4 x 45 7/8in).
 £4,000 - 6,000
 €4,800 - 7,100

The present painting is after Claude's original composition now in the National Gallery, London.

27
Neapolitan School, 18th Century
 A shepherd in adoration
 oil on canvas
104.5 x 73.5cm (41 1/8 x 28 15/16in).
 £4,000 - 6,000
 €8,300 - 12,000



27



28



29

28

Attributed to Cornelis Jacobsz. van der Burgh (The Hague 1640-1674)

A harbour scene with a fountain with shipping at anchor beyond
indistinctly signed '***s:f' (on plinth, lower left)

oil on canvas

65 x 82cm (25 9/16 x 32 5/16in).

£3,000 - 5,000

€3,600 - 5,900

The present composition can be compared with a signed harbour scene by Cornelis Jacobsz. van der Burgh (oil on canvas, 86.3 x 107.3 cm), offered at Christie's, New York, 31 May 1990, lot 75.

The shipping is likely to be by a different hand, and an attribution to Hendrik van Minderhout has been suggested.

29*

Flemish School, circa 1620

A man laughing and holding a needle and thread in one hand, a fool's cap in the other

inscribed 'SI CREDEREFASEST' (lower centre)

oil on panel

29.1 x 20.8cm (11 7/16 x 8 3/16in).

in a carved and gilt frame

£4,000 - 6,000

€4,800 - 7,100

The present painting is based on the left-hand section of Goltzius's invention, engraved by Matthias Quad in 1588 *Si credere fas est*, published in *New Hollstein*, 725.II (Hendrick Goltzius; Prints after inventions by Goltzius).

The Latin inscription below suggests that the figure intends to put the fool's cap on the viewer. This could be a reference to the German expression 'jemanden zum Narren machen' or 'jemanden zum Narren halten'. There may also be a connection with the famous Cologne carnival.



30

30

Circle of Dirck van der Lisse (The Hague 1607-1669)

Female figures bathing

oil on panel

22.5 x 29cm (8 7/8 x 11 7/16in).

£1,000 - 1,500

€1,200 - 1,800

31

After Abraham Bloemaert, 18th Century

Sine Cerere et Baccho friget Venus

oil under glass

27.3 x 22.2cm (10 3/4 x 8 3/4in).

£1,000 - 1,500

€1,200 - 1,800

The present painting is a copy in reverse after an engraving by Bloemaert, with minor differences.



31



32

32

Flemish School, 17th Century

Lemons, grapes and apricots in a basket with a platter of cheese and a pewter dish with bread along with a gilt cup and cover on a draped table top

oil on canvas

74.2 x 95.2cm (29 3/16 x 37 1/2in).

£2,000 - 3,000

€2,400 - 3,600

33

Jan van de Meer II (Haarlem 1656-1705)

Shepherds grazing their cattle before an open Italianate landscape

oil on canvas

74.6 x 64.4cm (29 3/8 x 25 3/8in).

£4,000 - 6,000

€4,800 - 7,100



33



34

34
 Circle of Dirck Hals (Haarlem circa 1591-1656)
 Elegant figures conversing in an interior
 oil on panel, a fragment
 22.1 x 28.3cm (8 11/16 x 11 1/8in).
 £2,500 - 3,500
 €3,000 - 4,200

35
 Frans Francken III (Antwerp 1607-1667)
 Christ amongst the Doctors
 oil on copper
 22.2 x 15.5cm (8 3/4 x 6 1/8in).
 £1,000 - 1,500
 €1,200 - 1,800



35



36



37

36

Circle of Jan Wildens (Antwerp 1586-1653), and Pieter Snayers (Antwerp 1592-1667 Brussels)

A cavalry skirmish, before an extensive landscape

oil on canvas

80.5 x 116.8cm (31 11/16 x 46in).

unframed

£6,000 - 8,000

€7,100 - 9,500

37

Egbert Lievensz. van der Poel (Delft 1621-1664 Rotterdam)

A peasant family before a farmhouse

indistinctly signed and dated '***L**8' (centre left)

oil on panel

66.6 x 57.9cm (26 1/4 x 22 13/16in).

£4,000 - 6,000

€4,800 - 7,100

PROVENANCE

Sale, Bonhams, Knightsbridge, 29 October 2008, lot 97

Where purchased by the present owner

The present work can be compared with a signed painting by van der Poel, offered for auction at Leo Spick KG, Berlin, December 1975.



38

38*

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

Bathsheba bathing

oil on panel

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

£12,000 - 18,000

€14,000 - 21,000

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



39



40



41

39

Circle of Pietro Liberi (Padua 1614-1687 Venice)

Diana

oil on canvas, oval

54.4 x 45.5cm (21 7/16 x 17 15/16in).

£2,000 - 3,000

€2,400 - 3,600

40

Circle of Jan van Huchtenburg (Haarlem 1647-1733 Amsterdam)

An elegant company departing for the hunt

oil on panel

62.7 x 52cm (24 11/16 x 20 1/2in).

£6,000 - 8,000

€7,100 - 9,500

41

Circle of Giulio Carpioni (Venice 1613-1679 Vicenza)

Bacchus and Ariadne

oil on canvas, tondo

38.5 cm. (15 3/16 in.) diameter

£2,000 - 3,000

€2,400 - 3,600



42

42

Studio of Calisto Piazza (Lodi 1500-circa 1562)

The Madonna and Child

oil on canvas

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

£7,000 - 10,000

€8,300 - 12,000



43



44



44

43*

Spanish School, 17th Century

Dead partridge in a basket on a stone shelf with a dish of grapes and pears, dead snipe, European bee-eaters and other birds on a stone ledge

oil on canvas

66.2 x 91.2cm (26 1/16 x 35 7/8in).

£4,000 - 6,000

€4,800 - 7,100



45

44*

French School, circa 1630

The Marriage of the Virgin; The Annunciation; The Adoration of the Magi and The Adoration of the Shepherds

a set of four, oil on slate

22.5 x 32.5cm. (8 7/8 x 12 3/4 in.), 23.2 x 32.3cm. (9 1/4 x 12 3/4 in.),

23.2 x 32cm. (9 1/8 x 12 5/8 in.) and 23 x 32.4cm. (9 x 12 3/4 in.). (4)

£6,000 - 8,000

€7,100 - 9,500



44

45

German School, 17th Century

A bowl of spinach and eggs with a pewter dish of roasted quails on a draped table

oil on canvas

41.4 x 62.3cm (16 5/16 x 24 1/2 in.).

£2,000 - 3,000

€2,400 - 3,600



44



46



46

46

Jan-Sebastiaen Loybos (active Antwerp, 1653-1703)

A fête champêtre; and An elegant company at a ball in an Italianate garden

a pair, oil on canvas

59.7 x 94.6cm (23 1/2 x 37 1/4in). (2)

£8,000 - 12,000

€9,500 - 14,000

PROVENANCE

Sale, Christie's, London, 7 July 2006, lot 159 (as attributed to Jasper Broers)

The present pair can be compared with a signed work by Loybos, offered at Tajan, Paris, 18 December 2002, lot 34.



47

47

English School, early 17th Century

Portrait of Sir Thomas Monson (1563/4-1641), three-quarter-length, in a slashed white doublet, girdled with a sword, holding a falcon and his wand of office
bears inscription and date 'Sr L'Estrange/Mordaunt Bart/ June 26th 1611' (lower right)

oil on panel

110 x 82cm (43 5/16 x 32 5/16in).

£7,000 - 10,000

€8,300 - 12,000

Sir Thomas Monson was the eldest surviving son of Sir John Monson (d. 1593) of South Carlton, Lincolnshire. His career thrived under the rule of James I and he became Master Falconer to the King, a position celebrated in this portrait, and was appointed Keeper of the Armoury at Greenwich and Master of the Armoury at the Tower of London. However, his fortunes changed in 1615 when he was implicated in the scandal of poisoning Sir Thomas Overbury. He was imprisoned in the Tower before eventually being cleared and released with his reputation and fortune in ruins.

Another version of this portrait was sold at Christie's, London, 3 July 2013, lot 231.



48



49

48

Circle of Joseph van Bredael (born 1688-1739 Paris)

Travellers on a country path, a river landscape beyond; and Travellers on a country path, crossing a brook

a pair, oil on copper

16.5 x 21cm (6 1/2 x 8 1/4in). (2)

£3,000 - 5,000

€3,600 - 5,900



48

49

Spanish School, 17th Century

Portrait of Philip IV of Spain as a child, full-length; and Portrait of Anne of Austria as a child, full-length

the former bears inscription 'Don Felipe 4. Principe/ De spanaña, ano. 1608./etatis. 4,' (upper left) and the latter bears inscription 'Dona *** mauricia de Austria/ infanta maior Despaña, ano, 1608/ Etatis, 7' (upper left)

a pair, oil on canvas

106.5 x 57.5cm (41 15/16 x 22 5/8in). (2)

£6,000 - 8,000

€7,100 - 9,500

The portrait of Anne of Austria as Infanta of Spain is loosely based on the same figure in the double portrait of her and her younger brother by Pantoja de la Cruz (1554-1608) of 1607 now in the Kunsthistorisches Museum, Vienna.



49



50



51

50

Attributed to Lendert de Laeff (active Amsterdam, 17th Century)
Solomon worshipping the Idols; and The Queen of Sheba before
Solomon

a pair, oil on canvas

61 x 72cm (24 x 28 3/8in). (2)

£3,000 - 5,000

€3,600 - 5,900

51

Circle of Willem Willemsz. van der Vliet (Delft circa 1584-1642)

Portrait of a gentleman, three-quarter-length, in black costume with a
white lace collar, holding gloves

oil on panel

109 x 79.2cm (42 15/16 x 31 3/16in).

£2,000 - 3,000

€2,400 - 3,600



50

52

Attributed to Karel Skréta (Prague 1610-circa 1674)

An acting company
inscribed and dated 'Dießer Zeit/Cornütt/1661' (on a piece of paper,
centre left)

oil on canvas

76.5 x 58cm (30 1/8 x 22 13/16in).

£5,000 - 7,000

€5,900 - 8,300



52



53



54

53*

Brussels School, 17th Century

An extensive wooded river landscape with travellers on a path before a village

oil on canvas

23.5 x 53.3cm (9 1/4 x 21in).

£1,000 - 1,500

€1,200 - 1,800

54* W

Attributed to Nicolas de Liemaker, called Roose (Ghent active 1600-1646)

Saint Jerome

oil on canvas

163.5 x 120.8cm (64 3/8 x 47 9/16in).

£3,000 - 5,000

€3,600 - 5,900

A smaller version (on panel, 59.4 x 47.2 cm), was offered at Lempertz, Cologne, 20 May 1995, lot 876. The same picture later appeared at Christie's, Amsterdam, 7 May 1996, lot 125, with a note stating that the attribution was suggested by Prof. J. Muller Hofstede and that a certificate dated 18 February 1995 was available to the buyer.



55

55
 Workshop of Francesco Albani (Bologna 1578-1660)
 Sleeping putti
 oil on canvas
 26 x 59.5cm (10 1/4 x 23 7/16in).
 £1,500 - 2,000
 €1,800 - 2,400

56
 Circle of Frans Francken the Younger (Antwerp 1581-1642)
 The Adoration of the Magi
 oil on canvas
 107.2 x 84.5cm (42 3/16 x 33 1/4in).
 £4,000 - 6,000
 €4,800 - 7,100



56



57



58

57

Flemish School, 17th Century, after Francesco Giambattista da Ponte, called Francesco Bassano (Bassano 1549-1592 Venice)

Drovers tending their livestock

oil on copper

26.2 x 35.4cm (10 5/16 x 13 15/16in).

£3,000 - 5,000

€3,600 - 5,900

58

Giovanni Domenico Cerrini (Perugia 1609-1681 Rome)

The Madonna

oil on canvas

56 x 46.2cm (22 1/16 x 18 3/16in).

£2,000 - 3,000

€2,400 - 3,600

The present work is related to the head of the Madonna in the *Mystic Marriage of Saint Catherine*, now in a private Italian collection (see: *Gian Domenico Cerrini: il Cavalier Perugino tra classicismo e barocco*, exh. cat. (Perugia, Palazzo Baldeschi al Corso, 17 September 2005 - 8 January 2006, cat. no. 57, p. 228).

We are grateful to Francesco Petrucci for suggesting the attribution upon firsthand inspection of the painting.



59

59*

Circle of Johann Heinrich Roos (Otterberg 1631-1685 Frankfurt-am-Main)

A mountainous landscape with a drover and his flock resting before a stream

oil on canvas

52.4 x 60.7cm (20 5/8 x 23 7/8in).

£2,000 - 3,000

€2,400 - 3,600

60

Follower of Giovanni Battista Salvi, called il Sassoferato (Sassoferrato 1609-1685 Rome), and Circle of Mario Nuzzi, called Mario de' Fiori (Penna circa 1603 - 1673 Rome)

The Madonna at prayer, surrounded by a garland of flowers

oil on canvas

99 x 74.5cm (39 x 29 5/16in).

unframed

£3,000 - 5,000

€3,600 - 5,900

The Madonna is based on the original composition by Sassoferato now in the Musée des Beaux Arts, Bordeaux.



60



61



62

61
Jacob van Loo (Sluis circa 1614-1670 Paris)
 Lot and his Daughters
 oil on panel
 41.5 x 53.5cm (16 5/16 x 21 1/16in).
 £4,000 - 6,000
 €4,800 - 7,100

PROVENANCE
 Private Collection, Germany since the 1950s

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

62
Adriaen de Gryeff (Antwerp circa 1670-1715 Brussels)
 A spaniel with a dead heron and other birds in a wooded landscape,
 huntsmen and their dogs beyond
 signed 'AGryeff f' (lower right)
 oil on panel
 21.1 x 29.1cm (8 5/16 x 11 7/16in).
 £2,000 - 3,000
 €2,400 - 3,600



63

63*

Gortzius Geldorp (Louvain 1553-1618 Cologne)

Portrait of a gentleman, half-length, in black costume, before a green curtain

inscribed and dated 'Anno:1612' (upper left)

oil on panel

68.7 x 63.5cm (27 1/16 x 25in).

£5,000 - 7,000

€5,900 - 8,300

PROVENANCE

Sale, Christie's, New York, 11 June 1989, lot 65

EXHIBITED

Taiichung Museum, Taiwan, *Golden Age of Flemish Painters*, 26 June-10 October 1988, p. 99, no. 100



64



65

64

Roman School, circa 1700

The Chariot of Apollo and Ceres

oil on panel

54.6 x 83.5cm (21 1/2 x 32 7/8in).

£4,000 - 6,000

€4,800 - 7,100

65

Circle of Andrea Schiavone (Venice circa 1500-1563)

The Deposition

oil on canvas

116.2 x 94.4cm (45 3/4 x 37 3/16in).

£2,000 - 3,000

€2,400 - 3,600

The present painting is derived, with differences in the head of Christ, from Schiavone's original offered at Christie's, South Kensington, 10 April 2003, lot 220. Another similar version by Schiavone was with Bob Haboldt, 1995.



66

66

After Tiziano Vecellio, called Titian, 18th Century

Venus with an organist and a dog

oil on canvas

46.8 x 76cm (18 7/16 x 29 15/16in).

£2,000 - 3,000

€2,400 - 3,600

The present painting is after Titian's *Venus with an organist and a dog* now in the Museo del Prado, Madrid.

67

Workshop of the Bassano Family, early 17th Century

The Agony in the Garden

oil on slate

36 x 36.5cm (14 3/16 x 14 3/8in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

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



67



68



69

68

Venetian School, 18th Century

Joseph sold by his Brothers

oil under glass

40.2 x 55cm (15 13/16 x 21 5/8in).

£1,000 - 1,500

€1,200 - 1,800

69^W

Francesco Bruni (Porto Maurizio 1648-1726)

The Madonna and Child, with Saints Clare, Francis of Assisi and Saint Bartholomew

signed and dated 'F. BRVNI. F 1680' (on book, lower right)

oil on canvas, arched top

235 x 113.5cm (92 1/2 x 44 11/16in).

£4,000 - 6,000

€4,800 - 7,100



70

70^W

Manner of the Bassano Family, 18th Century
 Christ Driving the Money Lenders from the Temple
 oil on canvas

132 x 169.5cm (51 15/16 x 66 3/4in).

in a carved and gilt 17th Century frame
 bears inscription 'D.P.G.' (on the reverse)

£12,000 - 18,000

€14,000 - 21,000

Several workshop versions of the present composition have been executed by the different members of the Bassano Family, derived from the work in the Museo del Prado, Madrid.



71



72

71

Circle of Pieter Bout (Brussels 1658-1719), and Adriaen Frans Boudewijns (Brussels 1644-1711)

Peasants grazing their cattle in an open landscape, amongst classical ruins

oil on canvas

30.1 x 41.2cm (11 7/8 x 16 1/4in).

£4,000 - 6,000

€4,800 - 7,100

The present work is based on the prime version by Bout and Boudewijns that was sold at Sotheby's, London, 9 December 2010, lot 171.

72

Follower of Gerrit Dou (Leiden 1613-1675)

Portrait of an elderly man, bust-length, in a black coat

oil on panel

15 x 11.6cm (5 7/8 x 4 9/16in).

£800 - 1,200

€950 - 1,400



73

73*

Richard van Orley (Brussels 1663-1732)

Vertumnus and Pomona

gouache on vellum

28.2 x 39.8cm (11 1/8 x 15 11/16in).

£3,000 - 5,000

€3,600 - 5,900

PROVENANCE

Sale, Christie's, New York, 24 January 2008, lot 152

Sale, Tajan, Paris, 26 June 2008, lot 48

74

Jan Miense Molenaer (Haarlem circa 1610-1668)

Peasants drinking in an interior

signed 'Jmolenaer*' (lower right)

oil on panel

30.8 x 26cm (12 1/8 x 10 1/4in).

£1,000 - 2,000

€1,200 - 2,400



74



75



76



77

75

Attributed to Sebastian Muñoz (Madrid circa 1650-1690)

The Adoration of the Shepherds

oil on canvas

61.7 x 45.2cm (24 5/16 x 17 13/16in).

£3,000 - 5,000

€3,600 - 5,900

PROVENANCE

Sale, Dorotheum, Vienna, 14 December 2010, lot 186 (as Spanish School, 17th Century)

76

Circle of Joan de Joanes (Valencia 1510-1579)

The Holy Family with the Infant Saint John the Baptist

oil on panel

92 x 76.5cm (36 1/4 x 30 1/8in).

£5,000 - 7,000

€5,900 - 8,300

PROVENANCE

Private Collection, Ireland

77

Spanish School, 18th Century

The Madonna and Child enthroned

inscribed with coat-of-arms (upper right)

oil on canvas

83.5 x 61cm (32 7/8 x 24in).

£1,500 - 2,000

€1,800 - 2,400



78

78^W

Circle of Diego Rodríguez de Silva y Velázquez (Seville 1599-1660 Madrid)

Portrait of King Philip IV of Spain, full-length, in black costume with a crown on a draped table beside him
oil on canvas

201.8 x 111.6cm (79 7/16 x 43 15/16in).

£10,000 - 15,000

€12,000 - 18,000

The present painting follows the same composition as Velázquez's portrait of the young Philip IV of Spain. Known in several variations, it is first thought to have been painted around 1625, when the artist returned to Spain after his first stay in Italy. The present painting closely relates to the portrait of the same sitter now in the Isabelle Stewart Gardner Museum, Boston, and to the one recorded in the 1701 inventory of Buen Retiro, now in the Prado. The latter is possibly a later autograph version of an earlier prototype. A few workshop copies are also recorded. The present composition certainly refers to the official iconography of the king, as the crown and the golden fleece indicate, it also shows a few significant differences from the other known versions in the replacement of the black hat of the Prado original with a crown and sceptre on the table and in the letter held by Philip IV.



79



80

79

Followers of Francesco Albani (Bologna 1578-1660)

The Mystic Marriage of Saint Catherine

oil on canvas, oval, laid down on a rectangular canvas

35 x 44.2cm (13 3/4 x 17 3/8in).

£1,500 - 2,000

€1,800 - 2,400

80

After Scipione Pulzone, 18th Century

The Madonna and Child

oil on canvas

48 x 38cm (18 7/8 x 14 15/16in).

£3,000 - 5,000

€3,600 - 5,900

The present composition is after Pulzone's original, now in the Galleria Borghese, Rome.



81

81

Attributed to Giuseppe Nuvolone (Milan 1619-1703)

Christ and the Woman taken in Adultery

oil on canvas

123.5 x 100.5cm (48 5/8 x 39 9/16in).

£12,000 - 18,000

€14,000 - 21,000

PROVENANCE

Sale, Sotheby's London, 18 April 2000, lot 62 (as Giuseppe Nuvolone)



82



83

82

Circle of Pieter de Bloot (Rotterdam circa 1602-1658)

Soldiers in an interior

oil on panel

45.1 x 67.6cm (17 3/4 x 26 5/8in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

Lucius O'Callaghan Esq., Ireland (former Director of the National Gallery of Ireland)

83

Attributed to Godfried Schalcken (Dordrecht 1643-1706 The Hague)

Study of a young woman, bust-length, with a red shawl

oil on canvas

40 x 33cm (15 3/4 x 13in).

unframed

£1,500 - 2,000

€1,800 - 2,400

A version of this composition was sold at Phillips, London, 11 December 1990, lot 44.



84

84*

Philips Angel (Middelburg 1616-circa 1683)

The interior of a cottage, with a peasant woman cleaning kitchen utensils, a peasant coming up from the cellar on her left signed 'P. Angel' (on sink, lower left)

oil on panel

52.1 x 82.1cm (20 1/2 x 32 5/16in).

£3,000 - 5,000

€3,600 - 5,900

PROVENANCE

The Collection of J.F. Hatfield Harter Esq., Bedfordshire (according to a label on the reverse)

85

Circle of Jan Wyck (Haarlem circa 1640-1702 Mortlake)

A hunting party

oil on canvas

79.6 x 70cm (31 5/16 x 27 9/16in).

£1,200 - 1,800

€1,400 - 2,100



85



86



87

86^W

Follower of Jakob de Heusch (Utrecht 1657-1701 Amsterdam)

Figures fishing on a riverbank, an extensive river landscape beyond
oil on canvas

98 x 140cm (38 9/16 x 55 1/8in).

£3,000 - 5,000

€3,600 - 5,900

87

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

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

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

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

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

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

With Bakara Antiquités, Biarritz

Where purchased by the present owner in 1993



88

88

Kerstiaen de Keuninck (Antwerp 1560-1633)

An extensive hilly landscape with farmsteads

oil on panel

40 x 64cm (15 3/4 x 25 3/16in).

£5,000 - 7,000

€5,900 - 8,300

PROVENANCE

With D. Komter, Amsterdam, 1925

Sale, Mak van Waay, 09-12 March 1926, lot 108

With J. Nypels-Kamerlingh Onnes, Warmond

Sale, Lempertz, Cologne, 11 November 1976, lot 491 (as signed)

Sale, Lempertz, Cologne, 19 May, 2001, lot 1084

Sale, Hotel Drouot, Paris, 19 May 2005, lot 1085 (as attributed to Keuninck)

Private Collection, The Netherlands

Sale, Dorotheum, Vienna, 11 December 2007, lot 161

Sale, Christie's, Amsterdam, 10 November 2008, lot 83

89

Manner of Jan Davidsz. de Heem, 19th Century

Roses, convolvulus, honeysuckle and other flowers in a swag held with a blue ribbon

oil on canvas

51 x 34cm (20 1/16 x 13 3/8in).

£2,000 - 3,000

€2,400 - 3,600



89



90



91

90

Studio of Godfried Schalcken (Dordrecht 1643-1706 The Hague)

A candlelit interior with a young artist sketching a statue of a mother and child

bears signature 'GDOV' (on plinth, lower right)

oil on panel

53 x 68cm (20 13/16 x 26 3/4in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

Sale, Sotheby's, London, 14 February 1968, lot 48, where purchased by the present owner

91

Circle of Jacob Duck (Utrecht 1600-1667)

A young woman and her maid in an interior, a man at the door

oil on canvas

35.8 x 29.9cm (14 1/8 x 11 3/4in).

bears inscription 'H Dullaert.f.b.1630 1684' (on the stretcher)

£2,000 - 3,000

€2,400 - 3,600



92

92

Follower of Heinrich Wilhelm Schweickardt (Brandenburg 1746-1797 London)

Winter landscape with figures skating before a village

oil on panel

20 x 29cm (7 13/16 x 11 3/8in).

£800 - 1,200

€950 - 1,400

The group of houses and the tent are repeated in various works by Schweickardt.

93

Pieter Jansz. van Asch (Delft 1603-1678)

A wooded landscape with a horseman on a sandy road and a fisherman by a pond in the foreground

signed 'P.v.Asch' (lower right)

oil on panel

50 x 41cm (19 11/16 x 16 1/8in).

£3,000 - 5,000

€3,600 - 5,900

PROVENANCE

Sale, Christie's, London, 14 December 1990, lot 228 (as The Property of a Nobleman)

Sale, Christie's, London, 29 October 2003, lot 34

Sale, Christie's, London, 23 April 2004, lot 91



93



94



96

94
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 1/2 x 10 11/16in).
 £10,000 - 15,000
 €12,000 - 18,000



95

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.).

95
Circle of Christian Wilhelm Ernst Dietrich (Weimar 1712-1774 Dresden)
 Portrait of an elderly man, bust-length, with a fur-trimmed coat
 oil on panel
 36 x 28cm (14 3/16 x 11in).
 unframed
 £1,500 - 2,000
 €1,800 - 2,400

96
Studio of Justus Sustermans (Antwerp 1597-1681 Florence)
 Portrait of Caterina de' Medici, later Duchess of Mantua and Governor of Siena, half-length, in black costume with a white ruff
 oil on canvas
 77 x 61cm (30 5/16 x 24in).
 £2,000 - 3,000
 €2,400 - 3,600



97

97*

Jacob Andries Beschey (Antwerp 1710-1786)

The Miraculous Draught of Fishes

oil on panel

50.1 x 68.2cm (19 3/4 x 26 7/8in).

£4,000 - 6,000

€4,800 - 7,100

The present painting follows, in reverse, the cartoon by Rubens in the National Gallery, London, which depicts a broader composition based on the central panel of his triptych for Notre-Dame-au-delà-de-la-Dyle, Malines, of 1617-19. The cartoon was most probably in preparation for the engraving by Bolswert.

98

After Sir Peter Paul Rubens, 18th Century

The Assumption of the Virgin

bears initials 'C.P.' (lower left)

oil on panel

84 x 61.5cm (33 1/16 x 24 3/16in).

unframed

£4,000 - 6,000

€4,800 - 7,100

The present painting is after the *modello* panel by Rubens, now in The Collection of Her Majesty the Queen. The upper half of the composition was used for the altarpiece of the Mary Chapel of Antwerp Jesuit Church (now in the Kunsthistorisches Museum, Vienna), while the lower part was used for the Brussels Carmelite Church altarpiece (now in the Musees Royaux des Beaux-Arts, Brussels).



98



99



100

99

Neapolitan School, 18th Century

Roses, lilies, poppies and other flowers in a vase on a stone ledge
oil on canvas

74.4 x 102.2cm (29 5/16 x 40 1/4in).

£2,000 - 3,000

€2,400 - 3,600

100

Follower of Francesco de Mura (Naples 1696-1782)

The Education of the Virgin

oil on canvas

26.5 x 21.5cm (10 7/16 x 8 7/16in).

unframed

£1,500 - 2,000

€1,800 - 2,400



101

101
Workshop of Francesco Albani (Bologna 1578-1660)
 The Rest on the Flight into Egypt
 oil on canvas
 38 x 48cm (14 15/16 x 18 7/8in).
 bears inscription 'a.Sybills/ Coote' (on the reverse)
 £2,000 - 3,000
 €2,400 - 3,600

102
Venetian School, 18th Century
 Tobias and the Angel
 oil on canvas
 21 x 15.5cm (8 1/4 x 6 1/8in).
 £2,000 - 3,000
 €2,400 - 3,600



102



103

103

Circle of Sebastian Vrancx (Antwerp 1573-1647)

Elegant figures conversing and making music in a wooded landscape, with a village in the distance

oil on canvas

56.5 x 88.7cm (22 1/4 x 34 15/16in).

£4,000 - 6,000

€4,800 - 7,100

104

Cornelis van Lelienbergh (The Hague 1626-1676)

Dead birds in a basket on a draped stone ledge

oil on canvas

64.1 x 55.8cm (25 1/4 x 21 15/16in).

£2,000 - 3,000

€2,400 - 3,600



104



105

105

Jan van Gool (The Hague 1685-1765)

Shepherds tending their flock

signed 'F.V:Gool./F.t' (on rock, lower right)

oil on panel

35.8 x 48.2cm (14 1/8 x 19in).

£5,000 - 7,000

€5,900 - 8,300

106*

Govert Dircksz. Camphuysen (Dokkum 1623-1672
Amsterdam)

A river landscape with a fisherman before a village

bears signature and dated 'R***z F/ Ao: 1627' (lower right)

oil on panel

29.6 x 27.2cm (11 5/8 x 10 11/16in).

£1,000 - 1,500

€1,200 - 1,800



106



107



107



108

107

Frans Francken the Younger (Antwerp 1581-1642)

Saint John; and Saint Luke

two of a set, oil on panel

15 x 12.5cm (5 7/8 x 4 15/16in). (2)

£2,000 - 3,000

€2,400 - 3,600

108

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

The Angel Annunciate

oil on canvas

42 x 32.4cm (16 9/16 x 12 3/4in).

£1,000 - 1,500

€1,200 - 1,800



109

109
 Circle of Andrea Vaccaro (Naples 1604-1670)
 Rinaldo and Armida
 oil on canvas
 75 x 100.8cm (29 1/2 x 39 11/16in).
 in a carved frame
 £3,000 - 5,000
 €3,600 - 5,900

110
 Circle of Simone Cantarini, called il Pesarese (Oropezza 1612-1648
 Verona)
 An Evangelist
 oil on canvas
 72.5 x 58cm (28 9/16 x 22 13/16in).
 £1,000 - 1,500
 €1,200 - 1,800



110



111



112

111

Attributed to Frans Breydel (Antwerp 1679-1750)

A cavalry skirmish

oil on canvas

29 x 36cm (11 7/16 x 14 3/16in).

£1,200 - 1,800

€1,400 - 2,100

112

Klaes Molenaer (Haarlem circa 1630-1676)

Barges approaching a village in an open river landscape

oil on panel

39.5 x 55.6cm (15 9/16 x 21 7/8in).

£3,000 - 5,000

€3,600 - 5,900

PROVENANCE

Sale, Lempertz, Cologne, 11 May 2008, lot 1107

Sale, Lempertz, Cologne, 11 December 2008, lot 251



113

113
Circle of Hendrick Frans van Lint (Antwerp 1684-1763
Rome)

Soldiers preparing their horses, a walled town in the distance

oil on canvas

36.3 x 60cm (14 5/16 x 23 5/8in).

£3,000 - 5,000

€3,600 - 5,900

114
Neapolitan School, 18th Century

Tulips, roses, chrysanthemums and other flowers in an urn on a stone ledge

oil on canvas

101 x 78.5cm (39 3/4 x 30 7/8in).

£1,800 - 2,500

€2,100 - 3,000



114



115



116

115

Attributed to Giuseppe Pesci (active Parma, 18th Century)

A cock pheasant with a bowl of flowers and a terracotta pot of tuber roses on a stone ledge; and A peahen with a rose in her beak, beside a bowl of wild strawberries, with a vase of flowers on a stone ledge

a pair, oil on canvas

67 x 113.6cm (26 3/8 x 44 3/4in). (2)

unframed

£3,000 - 5,000

€3,600 - 5,900

116

Tuscan School, 17th Century

Saint John the Baptist

oil on copper

24.5 x 18.5cm (9 5/8 x 7 5/16in).

unframed

£700 - 1,000

€830 - 1,200



115

117

After Pietro Muttoni, called della Vecchia, 17th Century

A young man in a plumed hat with a young woman

oil on canvas

75.5 x 59.2cm (29 3/4 x 23 5/16in).

£2,000 - 3,000

€2,400 - 3,600

The present work is after the prime version by della Vecchia in the Museo Civico, Bassano, of which many versions exist.



117



118



119

118^W

Follower of Salvator Rosa (Arenella 1615-1673 Rome)

Fishermen on a shore before a rocky river landscape

oil on canvas

90.8 x 135cm (35 3/4 x 53 1/8in).

£2,000 - 3,000

€2,400 - 3,600

The present painting is after Rosa's original now in the Gage Collection, Firle Place, East Sussex.

119

Follower of Michelangelo Cerquozzi (Rome circa 1602-1660)

Figures smoking and making music in a courtyard

oil on canvas

60.5 x 56cm (23 13/16 x 22 1/16in).

£1,500 - 2,000

€1,800 - 2,400



120

120*

Attributed to Giuseppe Ruoppolo (Naples 1639-1710)

Figs, peaches, grapes and other fruit on a stone ledge,
before an open landscape

oil on canvas

45.4 x 64.2cm (17 7/8 x 25 1/4in).

£5,000 - 7,000

€5,900 - 8,300

PROVENANCE

T. Bodkin Esq. (according to a label on the reverse)

With J.J.Gorry, Dublin (according to a label on the reverse)

121

Circle of Giuseppe Marullo (active Naples, circa

1615-circa 1685)

Saint Dorothy

oil on canvas

70.4 x 64cm (27 11/16 x 25 3/16in).

£3,000 - 5,000

€3,600 - 5,900



121



122



123

122

Nicola Casissa (active Naples, circa 1730)

A swag of roses, peonies, and other flowers on a stone brick, in a garden, with red flowers in a vase
oil on canvas

47.1 x 59.1cm (18 9/16 x 23 1/4in).

£2,000 - 3,000

€2,400 - 3,600

123

Circle of Francesco de Mura (Naples 1696-1782)

The Judgment of Solomon

oil on canvas

128.2 x 100cm (50 1/2 x 39 3/8in).

£8,000 - 12,000

€9,500 - 14,000

The present painting is derived from the autograph version, now in the Galleria Nazionale d'Arte Antica di Palazzo Barberini, Rome.



124

124^W

Circle of Gregorio Lazzarini (Venice 1655-1730 Villabona)

The Birth of Castor and Pollux

oil on canvas, octagonal, the lower left and upper right edges made up

156.8 x 140.5cm (61 3/4 x 55 5/16in).

£10,000 - 15,000

€12,000 - 18,000



125



126

125

Circle of Francesco Albani (Bologna 1578-1660)

Hercules resting

oil on copper, oval, laid down on panel

23 x 33.3cm (9 1/16 x 13 1/8in).

£3,000 - 5,000

€3,600 - 5,900

126

Workshop of Giovanni Ghisolfi (Milan circa 1623-1683)

The Holy Family before ruins, a river landscape beyond

oil on canvas

76 x 50cm (29 15/16 x 19 11/16in).

£800 - 1,200

€950 - 1,400

PROVENANCE

Lady B Cotes (according to a label on the reverse)

Charles Hamilton Esq., of Sudbury Grove, Middlesex and Kensworth,
Hertfordshire



127

127
 Attributed to Placido Costanzi (Rome 1690-1759)
 Terpsichore, within a painted oval
 oil on canvas
 56.1 x 71.2cm (22 1/16 x 28 1/16in).
 £2,000 - 3,000
 €2,400 - 3,600

128*
 School of Verona, 17th Century
 The Madonna with Saints Paul and Peter and Angels
 oil on canvas
 61.4 x 47.3cm (24 3/16 x 18 5/8in).
 £1,500 - 2,000
 €1,800 - 2,400



128



129



130

129

Manner of Sir Anthony van Dyck, late 18th Century

Double portrait of Charles I and Henrietta Maria, within a painted double lancet window

oil on canvas

65 x 80.5cm (25 9/16 x 31 11/16in).

in a carved frame

£1,200 - 1,800

€1,400 - 2,100

130

Circle of Charles Jervas (Dublin circa 1675-1739 London)

Portrait of a gentleman, half-length, in a claret coat, standing before an open landscape

oil on canvas

89 x 70.4cm (35 1/16 x 27 11/16in).

£2,000 - 3,000

€2,400 - 3,600



131

131

Thomas Luny (St Ewe 1759-1837 Teignmouth)

Ships at anchor in a Mediterranean port with merchants on the quay in the foreground

signed and indistinctly dated 'Luny/ 182*' (lower left)

oil on canvas

30.5 x 40.5cm (12 x 15 15/16in).

£1,200 - 1,800

€1,400 - 2,100

132^W

Thomas Hudson (Devon 1701-1779 Twickenham)

Portrait of The Rev. John Fursman, three-quarter-length, in clerical robes, holding a book, standing before a window

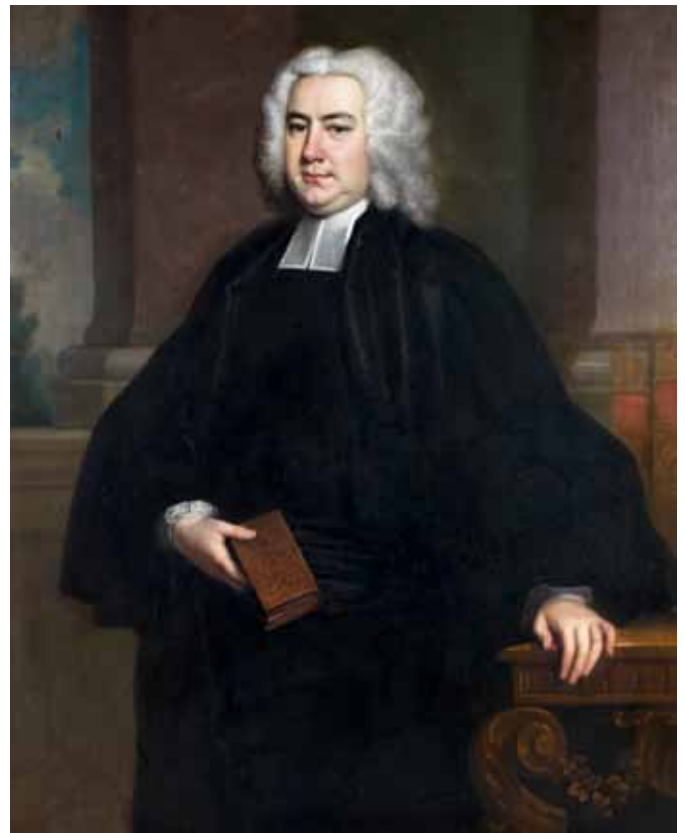
oil on canvas

125.8 x 100.5cm (49 1/2 x 39 9/16in).

£2,000 - 3,000

€2,400 - 3,600

The sitter, The Rev. John Fursman (1680-1759) of Franklyn House, Exeter, and Hockworthy Court, Devon, married the seventh daughter of Jasper Radcliffe and Jane Andrew in 1727.



132



133



134

133

Circle of Jan Porcellis (Ghent 1584-circa 1632 Zoeterwoude)

Shipping in a stormy sea

oil on panel

33.1 x 42.9cm (13 1/16 x 16 7/8in).

£2,000 - 3,000

€2,400 - 3,600

134

Joseph van Bredael (born 1688-1739 Paris)

A mountainous landscape with a figure reading before a cottage

oil on panel

40.3 x 32.6cm (15 7/8 x 12 13/16in).

£4,000 - 6,000

€4,800 - 7,100

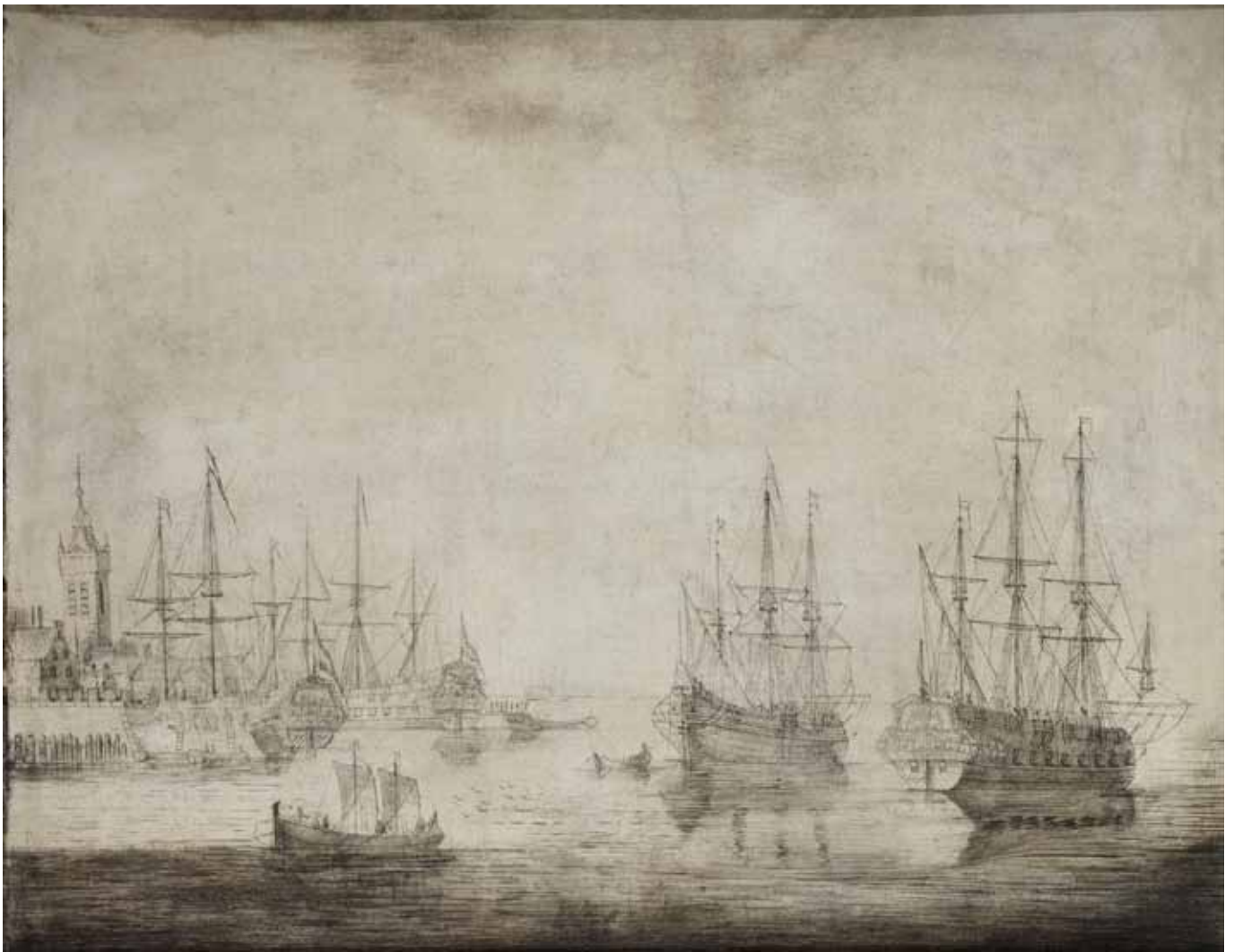
PROVENANCE

Sale, Sotheby's, New York, 24 June 2008, lot 272 (as Attributed to Peeter Gysels, with a note suggesting an attribution to Jan Brueghel II)

Sale, Bonhams, London, 9 December 2009, lot 44

Where purchased by the present owner

The present landscape, which may have originally been larger on the right, compares favourably to two works by Bredael which were previously with Galerie d'Art St. Honoré, Paris (see: K. Ertz and C. Nitze Ertz, *Josef van Bredael* (Lingen, 2006), cat. no. 130 and 136, ill. pl. 100 and 104).



135

135

Attributed to Heerman Witmont (Deflt circa 1605-circa 1683)

Shipping at anchor in a calm

oil on canvas, *penschilderij*

54.3 x 67cm (21 3/8 x 26 3/8in).

£6,000 - 8,000

€7,100 - 9,500



136



137

136

Circle of Peter Gysels II (Antwerp circa 1650-circa 1675)

Travellers on a cart approaching a village, with a river in the distance
oil on panel

15.5 x 23.7cm (6 1/8 x 9 5/16in).

£2,500 - 3,500

€3,000 - 4,200

137

Circle of Harmen Loeding (Leyden circa 1637-1673)

Roses and other flowers in a *Kraak* porcelain vase, on a draped table,
with pomegranates, peaches, cherries and other fruit
oil on panel

81 x 56cm (31 7/8 x 22 1/16in).

£4,000 - 6,000

€4,800 - 7,100



138

138

Klaes Molenaer (Haarlem circa 1630-1676)

A dune landscape with figures resting on a country path, before a village
oil on panel

26.5 x 37.1cm (10 7/16 x 14 5/8in).

£4,000 - 6,000

€4,800 - 7,100

139

Follower of Elias Vonck (Amsterdam circa 1605-1652)

A dead hare

oil on canvas

76.7 x 53.3cm (30 3/16 x 21in).

£700 - 1,000

€830 - 1,200



139



140



141

140^W

Paul de Vos (Hulst 1595-1678 Antwerp)

Hens and cockerels before a hen-house with a bird of prey swooping
oil on canvas

174.5 x 237.5cm (68 11/16 x 93 1/2in).

unframed

£5,000 - 7,000

€5,900 - 8,300

There is a number of paintings by Paul de Vos, which depict a large diving bird of prey on the left side of the present composition.

It has been suggested that the landscape could be by Jan Wildens (1586–1653).

141

Adriaen van der Werff (Kralinger Ambach 1659-1722 Rotterdam)

Portrait of a lady, three-quarter-length, as Diana

signed and dated 'Adn vander werff fe. 1686.' (lower left)

oil on canvas

48.8 x 40.6cm (19 3/16 x 16in).

£6,000 - 8,000

€7,100 - 9,500

PROVENANCE

Étienne-Edmond Martin de Beurnonville, Baron de Beurnonville (1825-1906), Paris

His sale, Charles Pillet, Paris, 9 May 1881, lot 551

Henri Hecht, Paris

His sale, E. Féral & G. Petit, 8 June 1891, lot 108

Private Collection, France

In both the 1881 and 1891 sales this painting was sold alongside a possible companion piece, a *Portrait of a Man* with similar dimensions but -according to the 1891 catalogue- with a later date of 1692 (see Provenance, 1881 sale, lot 550, and 1891 sale, lot 109).



142

142

After Sir Peter Paul Rubens, 18th Century

Drovers watering their flocks, a wooded landscape beyond
oil on panel

23.5 x 33cm (9 1/4 x 13in).

£1,000 - 1,500

€1,200 - 1,800

The present painting is derived from the original composition by Rubens in the National Gallery, London.

143

Dutch School, late 17th Century

Portrait of a boy, three-quarter-length, in grey costume, standing before a rock and holding a whip

oil on copper

37 x 27.7cm (14 9/16 x 10 7/8in).

£3,000 - 4,000

€3,600 - 4,800



143



144



145

144

Follower of Aert van der Neer (Amsterdam 1603-1677)

Port scene at sunset

oil on panel

21 x 28cm (8 1/4 x 11in).

£800 - 1,200

€950 - 1,400

145

Studio of Jan De Bray (Haarlem circa 1627-circa 1697 Amsterdam)

Portrait of a cleric, seated in a church

oil on panel

38.5 x 30.5cm (15 3/16 x 12in).

unframed

£1,000 - 1,500

€1,200 - 1,800



146

146

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

Two horses

bears signature 'A.Cuyp' (lower left)

oil on canvas

27.5 x 38cm (10 13/16 x 14 15/16in).

£3,000 - 4,000

€3,600 - 4,800

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.

147

After Caspar Netscher, 17th Century

A lady at a spinning-wheel

oil on panel

24.3 x 18.2cm (9 9/16 x 7 3/16in).

£1,000 - 2,000

€1,200 - 2,400

The present composition is after Netscher's original, now in The National Gallery, London.



147



148



149

148

Circle of Simon de Vos (Antwerp 1603-1676)

The Mocking of Christ

oil on copper

28 x 36cm (11 x 14 3/16in).

£2,000 - 3,000

€2,400 - 3,600

149

Adriaen Frans Boudewijns (Brussels 1644-1711), and

Pieter Bout (Brussels 1658-1719)

A wooded landscape with travellers on a path

oil on panel

21.2 x 23.5cm (8 3/8 x 9 1/4in).

£3,000 - 5,000

€3,600 - 5,900



150

150

Dirk Dalens III (Amsterdam 1688-1753)

Skaters on a frozen lake, before a winter landscape

oil on panel

20.5 x 28.6cm (8 1/16 x 11 1/4in).

£5,000 - 7,000

€5,900 - 8,300



151



152



153

151

Studio of Jean-Baptiste Monnoyer (Lille 1636-1699 London)

Lilies, chrysanthemums and other flowers in a basket on a stone ledge, with apples, grapes, a split melon, a monkey and a parrot signed 'Baptiste' (lower left)

oil on canvas

76.7 x 115.5cm (30 3/16 x 45 1/2in).

£4,000 - 6,000

€4,800 - 7,100

The present work is part of a group of pictures, of a similar subject, all signed 'Baptiste'. The artist may well have been a member of the studio of Jean-Baptiste Monnoyer (Lille 1636-1699 London).

152

French School, 16th century

Portrait of a gentleman, said to be Philippe I, Duc d'Orléans (1640-1701), bust-length, in a white chemise and red sash

oil on metal, oval

9.4 x 8.3cm (3 11/16 x 3 1/4in).

£500 - 700

€590 - 830

153

Circle of Jakob Ferdinand Voet (Antwerp 1639-circa 1700)

Portrait of a lady, half-length, in a gold embroidered dress

oil on canvas

66 x 50cm (26 x 19 11/16in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

Sale, Hampel, Munich, 9 December 2011, lot 318



154

154
Circle of Valentin de Boulogne (Coulommiers 1591-1632 Rome)
The Fortune Teller
 oil on canvas
 100.5 x 123cm (39 9/16 x 48 7/16in).
 £4,000 - 6,000
 €4,800 - 7,100

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

155^W
After Simon Vouet, late 17th Century
The Madonna and Child
 oil on canvas
 129.8 x 99.1cm (51 1/8 x 39in).
 £5,000 - 7,000
 €5,900 - 8,300

The present composition is after Vouet's original, now in The Hermitage, Saint Petersburg.



155



156



157

156*

**Workshop of David Vinckboons (Malines 1576-1629 Amsterdam),
and Abraham Govaerts (Antwerp 1589-1626)**

Elegant figures seated at a banquet table in a wooded clearing
oil on panel

44.1 x 65.5cm (17 3/8 x 25 13/16in).

£15,000 - 20,000

€18,000 - 24,000

PROVENANCE

Sale, Sotheby's, London, 6 April 1977, lot 23 (as by Christoffel J. van der
Lamen)

Sale, Christie's, New York, 10 October 1990, lot 225 (as by Christoffel J.
van der Lamen, The Property of a Gentleman)

The landscape was painted by Abraham Govaerts.

157

Dutch School, circa 1800

Portrait of a man, bust-length, in a black tunic and a white collar
oil on panel

42.5 x 32.5cm (16 3/4 x 12 13/16in).

£1,000 - 1,500

€1,200 - 1,800



158

158

Jan Coelenbier (Kortrijk circa 1600-1677 Haarlem)

A river landscape with fishermen in boats and a walled town in the distance

indistinctly signed (on the boat, lower left)

oil on canvas

46.2 x 72.5cm (18 3/16 x 28 9/16in).

£7,000 - 10,000

€8,300 - 12,000

PROVENANCE

Sale, Lempertz, Cologne, 22 November 2009, lot 1067

A signed version was offered at Paul Brandt, Amsterdam in November 1978, lot 12.

159

Manner of Jan Brueghel the Elder, 19th Century

A wooded river landscape with figures before a cottage and others crossing a bridge

oil on copper, *tondo*, bears the stamp of the hands of Antwerp, the panelmaker's mark of Pieter Staes and the date 1607 (on the reverse)

18.3 cm. (7 1/4 in.) diameter

£800 - 1,200

€950 - 1,400

PROVENANCE

With Galerie Volmer, Dusseldorf, 1966 (according to a label on the reverse)



159



160



161

160

After Angelo Caroselli, late 18th Century

An Allegory of Vanity

oil on canvas

64.2 x 76.2cm (25 1/4 x 30in).

£1,500 - 2,000

€1,800 - 2,400

The present composition is after Caroselli's original, now in the Galleria Nazionale d'Arte Antica di Palazzo Corsini, Rome.

161

Genoese School, 17th Century

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

oil on canvas

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

£3,500 - 4,500

€4,200 - 5,400

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



162

162
Circle of Pietro Ricchi (Lucca 1605-1675 Udine)
Cupid and Psyche
oil on canvas
81 x 97.5cm (31 7/8 x 38 3/8in).
in a carved Florentine frame
£6,000 - 8,000
€7,100 - 9,500



163



164

163

Follower of Philips Wouwerman (Haarlem 1619-1668)

Horsemen resting before an encampment; and Peasants loading a hay cart

a pair, oil on canvas

38.4 x 41.5cm (15 1/8 x 16 5/16in). (2)

£800 - 1,200

€950 - 1,400

164

Leiden School, circa 1720

A woman at a casement window holding a spindle

oil on copper

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

£1,500 - 2,000

€1,800 - 2,400

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



163

165
 After Gabriel Metsu, 18th Century
 The Hunter's Gift
 oil on canvas
 57.5 x 43cm (22 5/8 x 16 15/16in).
 £3,000 - 5,000
 €3,600 - 5,900

The present composition is after Metsu's original, now in the Musei degli Uffizi, Florence.



165



166



167



168

166

Studio of Jean-Baptiste Monnoyer (Lille 1636-1699 London)

Tulips, narcissi, hyacinths, poppies, roses and other flowers in a vase on a stone ledge

bears signature 'J. Baptiste Monnoyer' (lower left)

oil on canvas, extended on all four sides

79 x 64cm (31 1/16 x 25 3/16in).

£4,000 - 6,000

€4,800 - 7,100

PROVENANCE

Sir. A. Wilson (according to a label on the reverse)

Sale, Sotheby's, London, 13 November 1968, lot 71, where purchased by the present owner

167

Circle of Pierre Mignard (Troyes 1612-1695 Paris)

Portrait of a lady, half-length, in a gold dress and pink wrap

oil on canvas

63 x 52cm (24 13/16 x 20 1/2in).

£800 - 1,200

€950 - 1,400

168

Circle of Gabriel Gresly (L'isle-sur-le-Doubs 1712-1756 Besancon)

Portrait of a young child

oil on canvas

31.6 x 25.8cm (12 7/16 x 10 3/16in).

£1,500 - 2,000

€1,800 - 2,400



169

169

Jean Charles Joseph Remond (Paris 1795-1875)

Figures collecting water in a classical landscape

signed and dated 'Remond/ 1820' (on rock, lower left)

oil on canvas

38 x 46cm (14 15/16 x 18 1/8in).

£4,000 - 6,000

€4,800 - 7,100

170

Attributed to Jean-Baptiste Oudry (Paris 1686-1755 Beauvais)

Portrait of a gentleman, said to be Charles François, duc de la Vallière (1670-1739), half-length, in a gold brocade coat and a blue silk wrap

oil on canvas

44 x 36cm (17 5/16 x 14 3/16in).

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE

The Collection of duc de Thouras (d. 1911) (according to a label on the reverse)

Thence by descent to the art market, Paris, 1920s

Sale, Christie's, South Kensington, 1 March 2011, lot 280

With Miles Barton, London

171

French School, 18th Century

Study of a young girl

oil on unlined canvas

39.6 x 28.7cm (15 9/16 x 11 5/16in).

£3,000 - 5,000

€3,600 - 5,900



170



171



172



173

172

Willem Romeyn (Haarlem 1624-circa 1694)

A shepherd and shepherdesses grazing their herd before an Italianate landscape

indistinctly signed '***MEVN' (on rock, lower right)

oil on canvas

63.6 x 75.5cm (25 1/16 x 29 3/4in).

£2,000 - 3,000

€2,400 - 3,600

173

Attributed to Nicolaes Claes Moeyaert (active Netherlands, 17th Century)

The Supper at Emmaus

oil on panel

30.2 x 19.8cm (11 7/8 x 7 13/16in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE

John H. Sawers, Belfast (according to a label on the reverse)



174

174
Circle of Michiel Carrée (The Hague 1657-1727 Alkmaar)
 Travellers on a path before an Italianate landscape
 oil on canvas
 39 x 71.5cm (15 3/8 x 28 1/8in).
 £1,500 - 2,000
 €1,800 - 2,400

175
After Caspar Netscher, 18th Century
 A lady at a casement window with a parrot
 oil on canvas
 46.7 x 35.5cm (18 3/8 x 14in).
 £1,200 - 1,800
 €1,400 - 2,100

The present composition is after Netscher's original, now in the Van der Heydt Museum, Wuppertal.



175



176



177

176

Italian School, circa 1800

Roses, carnations and other flowers in a porcelain vase on a table; and Narcissi, peonies and other flowers in a porcelain vase on a table

a pair, oil on canvas

48 x 62.5cm (18 7/8 x 24 5/8in). (2)

£3,000 - 5,000

€3,600 - 5,900

177

Follower of Leandro da Ponte, called Leandro Bassano (Bassano 1557-1622 Venice)

Portrait of a bearded man, bust-length, in black costume with a white lace ruff

oil on canvas

35.5 x 29.4cm (14 x 11 9/16in).

£1,500 - 2,000

€1,800 - 2,400



176

178
 Studio of Paolo Farinati (Verona 1524-1606)
 The Flagellation of Christ
 oil on slate
 31.7 x 27.1cm (12 1/2 x 10 11/16in).
 £2,000 - 3,000
 €2,400 - 3,600



178



179



180

179

Attributed to Agnolo Zani di Pisa (active Italy, 18th Century)

A heron with a basket of grapes, red currants and other fruits beside a river; and A parrot with roses, narcissi and other flowers in a vase, with various fruit, before an open landscape

a pair, oil on canvas

83.5 x 115.5cm (32 7/8 x 45 1/2in). (2)

£7,000 - 10,000

€8,300 - 12,000

The present paintings may be compared to a signed pair (92 x 67cm.) by Agnolo Zani di Pisa sold at Sotheby's, London, 29 October 2009, lot 98.

180

Circle of Lavinia Fontana (Bologna 1552-1614 Rome)

Portrait of a lady, three-quarter-length, in a black embroidered dress, standing beside a table

oil on canvas

114.5 x 88.7cm (45 1/16 x 34 15/16in).

unframed

£2,000 - 3,000

€2,400 - 3,600



179

181

Italian School, early 17th Century

Portrait of a bearded gentleman, said to be Paolo Gonzaga, bust-length, in black costume

inscribed '**ON/PAVLI/Gonzaghe/6.July' (upper left)

oil on canvas

55.2 x 45.8cm (21 3/4 x 18 1/16in).

£2,500 - 3,500

€3,000 - 4,200



181



182



183

182*

Joachim Franz Beich (Ravensburg 1665-1748 Munich)

An extensive mountainous landscape with horsemen on a wooded path
oil on canvas

51.5 x 72cm (20 1/4 x 28 3/8in).

£2,000 - 3,000

€2,400 - 3,600

183*

Circle of Michiel Jansz. van Miereveldt (Delft 1567-1641)

Portrait of a gentleman, half-length, in black costume with a white ruff
inscribed and dated 'Aetatis.38./A:1614.' (centre left)

oil on panel

76 x 60.1cm (29 15/16 x 23 11/16in).

£4,000 - 6,000

€4,800 - 7,100

PROVENANCE

Private Collection, Switzerland, since the 1980s



184

184

Circle of Willem van den Bundel (Brussels 1575-1655 Delft)

Elegant figures conversing in a river landscape, with a bridge in the distance

oil on panel

40.3 x 58.2cm (15 7/8 x 22 15/16in).

£3,000 - 5,000

€3,600 - 5,900

185*

Follower of Cornelis Bisschop (Dordrecht 1630-1674)

An elegant interior with a cloth seller

oil on canvas

64.6 x 60.6cm (25 7/16 x 23 7/8in).

£1,500 - 2,000

€1,800 - 2,400



185



186



187

186

Circle of Giovanni Ghisolfi (Milan circa 1623-1683)

Pythagoras Emerging from the Underworld

oil on canvas

63 x 83.5cm (24 13/16 x 32 7/8in).

£3,000 - 5,000

€3,600 - 5,900

PROVENANCE

Possibly Sale, Antonina, Rome, 14 April 1978, lot 124 (one of a pair)

Possibly Sale, Finarte, Milan, 17 December 2009, lot 1273 (one of a pair)

The present painting is probably to be identified with the work published by Busiri Vici (see: A. Busiri Vici, and F. Cosmelli (eds), *Giovanni Ghisolfi (1623- 1683). Un pittore milanese di rovine romane* (Rome, 1992), cat. no. 105, p. 144), who considered the canvas to be by a close pupil of the master.

Ghisolfi depicted more than one version of the same subject (see: Busiri Vici, 1992, cat. 33, p. 80, in the Almagià Collection Italy, and cat. 35, p. 82, in the Pinacoteca Sabauda, Turin).

187

Paolo de Majo (Marcianise 1703-1784)

The Eritrean Sibyl

oil on canvas

61.7 x 47.2cm (24 5/16 x 18 9/16in).

£3,000 - 5,000

€3,600 - 5,900

PROVENANCE

Sale, Sotheby's, Milan, 20 November 2007, lot 35



188

188

Circle of Antonio Joli (Modena circa 1700-1777 Rome)

View of Whitehall, with the Banqueting House and the Holbein Gate

oil on parchment, laid down on panel

22.5 x 32.7cm (8 7/8 x 12 7/8in).

£5,000 - 7,000

€5,900 - 8,300



189



190

189*

Jacob Frans van der Merck ('s Gravendeel circa 1610-1664 Leiden)

Portrait of a gentleman, bust-length, in a black coat and white lawn collar

oil on panel

52.8 x 39.9cm (20 13/16 x 15 11/16in).

£4,000 - 6,000

€4,800 - 7,100

190

Jan van Neck (Naarden 1634-1714 Amsterdam)

Portrait of a gentleman, three-quarter-length, in black costume signed and dated 'JvNeck f./ 1678' (upper right)

oil on canvas

42 x 33cm (16 9/16 x 13in).

£5,000 - 7,000

€5,900 - 8,300

PROVENANCE

Baronne van Zuylen van Nyevelt

Private Collection, Belgium

Sale, Lempertz, Cologne, 14 May 2011, lot 1097

The attribution to Jan van Neck was confirmed by Robert Schillemans, on the occasion of the previous sale.



191

191

Monogrammist DVB (active 17th Century)

Adam and Eve

signed with initials 'DvB' (lower right)

oil on panel

21.2 x 31.5cm (8 3/8 x 12 3/8in).

£1,500 - 2,000

€1,800 - 2,400

192

Attributed to Anthonis Sallaert (Brussels 1590-circa 1658)

Saint Macarius of Ghent giving Communion to the victims of The Plague

oil on paper laid down on canvas, *en grisaille*

32.2 x 21.5cm (12 11/16 x 8 7/16in).

£2,500 - 3,500

€3,000 - 4,200



192



193



194

193

Follower of Pieter Casteels III (Antwerp 1684-1749 Richmond)

A pheasant, ducks, pigeons and other birds by a river

oil on canvas

91.2 x 121.1cm (35 7/8 x 47 11/16in).

£3,000 - 5,000

€3,600 - 5,900

194*

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

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

oil on canvas

72.8 x 62.2cm (28 11/16 x 24 1/2in).

£5,000 - 7,000

€5,900 - 8,300

The present painting is after the three-quarter-length portrait by Sir Anthony van Dyck, now in a private collection. A copy of the bust was once in the collection of the Marquess of Dufferin and Ava (see: S. Barnes et. al., *Van Dyck. A complete catalogue of the paintings*, p. 219, cat. no. II 86, illustrated on p. 219).



195

195^W

Attributed to Matthäus Terwesten, called Arends (The Hague 1670-1757), and Pieter Hardimé (Antwerp 1677-1758)

Cherubs and a spaniel before a landscape

oil on canvas

74 x 125cm (29 1/8 x 49 3/16in).

£3,000 - 5,000

€3,600 - 5,900

196

After Johann Heinrich Roos, 17th Century

Horses and cattle before an Italianate landscape, with mountains on the horizon

oil on canvas

80.5 x 65.5cm (31 11/16 x 25 13/16in).

£2,000 - 3,000

€2,400 - 3,600

The original composition of the painting is now in a private collection, Düsseldorf.



196



197



198

197^W

Attributed to Ilario Spolverini (Parma 1657-1734)

A regiment preparing the siege of a distant fortified town
oil on canvas

104.2 x 152.1cm (41 x 59 7/8in).

£8,000 - 12,000

€9,500 - 14,000

The attribution to Spolverini has been accepted by Prof. Ferdinando Arisi, who considers the work autograph and dates it to the early years of the 18th century. A copy of Arisi's expertise is available.

198

Circle of Carlo Bononi (Ferrara 1569-1632)

The Stoning of Saint Stephen

oil on copper

22.5 x 17.4cm (8 7/8 x 6 7/8in).

£2,500 - 3,500

€3,000 - 4,200



199

199

Circle of Bartolomeo Pedon (Venice 1665-1732)

An Italianate landscape with figures approaching a fountain amongst ruined buildings

oil on canvas

73 x 97.5cm (28 3/4 x 38 3/8in).

£3,000 - 5,000

€3,600 - 5,900

200

Circle of Giovanni Domenico Tiepolo (Venice 1727-1804)

Portrait of an old man, bust-length, in oriental dress

oil on canvas

58.9 x 44cm (23 3/16 x 17 5/16in).

£5,000 - 7,000

€5,900 - 8,300

The present portrait is based on Tiepolo's original composition, offered at Christie's, New York, 24 January 2002, lot 209.



200



201



202

201
Circle of Antonio Calza (Verona 1653-1725)
 A cavalry skirmish
 oil on canvas
 43.2 x 65cm (17 x 25 9/16in).
 unframed
 £1,500 - 2,000
 €1,800 - 2,400

202
Italian School, 18th Century
 Saint Paul the Apostle
 oil on canvas
 48.2 x 38cm (19 x 14 15/16in).
 unframed
 £2,000 - 3,000
 €2,400 - 3,600



203

203*

Joseph Wannenmacher (Tömerdingen 1722-1780)

The Queen of Sheba before Solomon

signed and inscribed 'Josephus Wannenmacher/ De Tömerdingen/invenit & pinxit/ 1747' (on the reverse)

oil on unlined canvas

59 x 76.8cm (23 1/4 x 30 1/4in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

Sale, Sotheby's, London, 29 April 2010, lot 187

204

Follower of Paolo Caliari, called Paolo Veronese (Verona 1528-1588 Venice)

The Head of a Saint

oil on canvas

38.5 x 32.4cm (15 3/16 x 12 3/4in).

£1,000 - 1,500

€1,200 - 1,800



204



205

205

Gaspare Traversi (Naples 1722-1769)

Portrait of a gentleman, three-quarter-length, in a silk fur-trimmed coat,
seated at his desk, holding a book

oil on canvas

115.5 x 86.4cm (45 1/2 x 34in).

unframed

£7,000 - 10,000

€8,300 - 12,000

Nicola Spinosa has confirmed the attribution to Traversi upon inspection
of colour photographs.



206

206

Alessandro Grevenbroeck (active Venice, 1717-1787)

Fishermen and other figures in a Mediterranean coastal landscape

oil on canvas

38.6 x 54.2cm (15 3/16 x 21 5/16in).

£5,000 - 7,000

€5,900 - 8,300

207

Attributed to Giuseppe Nogari (Venice 1699-1763)

Archimedes

oil on canvas

64.5 x 49.5cm (25 3/8 x 19 1/2in).

£5,000 - 7,000

€5,900 - 8,300

PROVENANCE

Private Collection, Berlin

Lempertz, Cologne, 22 May 2004, lot 1110

Private Collection, Italy



207



208



209

208

Followers of Giovanni Ghisolfi (Milan circa 1623-1683)

Two architectural *capricci* with scenes from The Old Testament

a pair, oil on canvas

94.5 x 129.5cm (37 3/16 x 51in). (2)

£8,000 - 12,000

€9,500 - 14,000

209

Circle of Johann Heinrich Tischbein (Haina 1722-1789 Kassel)

Portrait of a lady, bust-length, in a blue dress and black headdress

oil on canvas

28 x 21.5cm (11 x 8 7/16in).

£1,200 - 1,800

€1,400 - 2,100



208

210

School of Seville, 17th Century

Portrait of Juan Lopez de Piñero Osorio, half-length, in clerical robes bears extensive identifying inscription (lower right) and '*** Sr DJVANDPALAJOX (upper edge) and charged with the sitter's coat-of-arms (upper left)

oil on canvas

82.9 x 62.3cm (32 5/8 x 24 1/2in).

£2,000 - 3,000

€2,400 - 3,600

Juan Piñero Osorio was Bishop of Calahorra y La Calzada from 13 July 1643 until 24 December 1647.



210



211



212

211

Follower of Frans Snyders (Antwerp 1579-1657)

An owl, pheasant, magpie and parrot with apples, grapes, plums and cobnuts in a basket

oil on canvas

76.4 x 96cm (30 1/16 x 37 13/16in).

unframed

£1,500 - 2,000

€1,800 - 2,400

212

Circle of David Teniers the Younger (Antwerp 1610-1690 Brussels)

Figures making music seated at a table in a humble interior

oil on panel

23 x 17.8cm (9 1/16 x 7in).

£1,000 - 2,000

€1,200 - 2,400



213

213

Manner of Willem Claesz. Heda, 19th Century

A silver cup with a *roemer* of white wine and a glass jug on a draped table with a pewter dish of oysters and nuts

oil on panel

41.5 x 54.5cm (16 5/16 x 21 7/16in).

£7,000 - 10,000

€8,300 - 12,000



214



215

214

Circle of Alessandro Salucci (Florence 1590-circa 1655 Rome)

Two architectural *capricci* with scenes from the Life of Christ

a pair, oil on canvas laid down on board

71 x 126cm (27 15/16 x 49 5/8in). (2)

unframed

£5,000 - 7,000

€5,900 - 8,300

215

Studio of Domenico Brandi (Naples 1683-1736)

The Penitent Magdalen

oil on canvas

74.6 x 62cm (29 3/8 x 24 7/16in).

£3,000 - 5,000

€3,600 - 5,900



214

216
 Circle of Giuseppe Bonito (Castellammare 1707-1789 Naples)
 Portrait of a lady, half-length, in a red fur-trimmed dress and a pearl
 necklace, seated, holding a miniature of an infant
 oil on canvas
 87.1 x 67.7cm (34 5/16 x 26 5/8in).
 £3,000 - 5,000
 €3,600 - 5,900



216



217



218

217

Studio of Giovanni Andrea Podesta (Genoa 1608-circa 1674)

A Bacchanale

oil on canvas

46.2 x 77cm (18 3/16 x 30 5/16in).

£6,000 - 8,000

€7,100 - 9,500

218

Netherlandish School, 1556

Portrait of a gentleman, half-length, in a black cloak

inscribed with the sitter's coat-of-arms (upper left) and inscribed '1556.

AETATIS A SUAE. 39.' (upper right)

oil on panel

81 x 59cm (31 7/8 x 23 1/4in).

£3,000 - 5,000

€3,600 - 5,900



219

219^w

Circle of Pietro Bellotti (Volzano 1627-1700 Warsaw)

Humble figures making music

oil on canvas

101.8 x 150.2cm (40 1/16 x 59 1/8in).

unframed

£5,000 - 7,000

€5,900 - 8,300

The present painting can be compared with two compositions by Pietro Bellotti, published in L. Anelli, *Pietro Bellotti 1625-1700* (Brescia, 1996), p. 404, R162. Another similar version is in the Henkell Collection, Wiesbaden.

220

Studio of Luca Giordano (Naples 1634-1705)

The Marriage of the Virgin

oil on canvas

101 x 74.7cm (39 3/4 x 29 7/16in).

£5,000 - 7,000

€5,900 - 8,300



220



221



222

221

Frederick Waters Watts (St. Albans 1800-1862 London)

A wooded river landscape with a figure seated by a bridge in the distance

oil on board, laid down on panel

11.5 x 17.1cm (4 1/2 x 6 3/4in).

unframed

£1,000 - 1,500

€1,200 - 1,800

222

Circle of Theodore Russell (London 1614-1689)

Portrait of a boy, half-length, in a gold silk coat, blue sash and a white lace collar

oil on panel

32 x 26cm (12 5/8 x 10 1/4in).

£800 - 1,200

€950 - 1,400

PROVENANCE

The Collection of the Warton Family, Hampshire (according to a label detached from the reverse)

A further version of the same portrait was offered at Christie's, South Kensington, 21 February 2007, lot 867.



223

223
Attributed to George Barrett R.A. (Dublin circa 1728-1784
Paddington)

Horses and deer in a woodland landscape
 gouache on paper laid down on board
 61.2 x 76.3cm (24 1/8 x 30 1/16in).

£2,000 - 3,000

€2,400 - 3,600

Another version of this drawing was with the Fine Art Society in 1971;
 the location was suggested as being Roxbury Park in Surrey (according to
 a Witt Library photograph)

224
English School, 18th Century
 Portrait of a girl, three-quarter-length, in a pink dress and matching
 ribbon, seated at a table reading a book
 oil on canvas
 77 x 65.7cm (30 5/16 x 25 7/8in).
 £6,000 - 8,000
 €7,100 - 9,500



224



225



226

225

Circle of Francesco Londonio (Milan 1723-1783)

Drovers resting with their flock; and Peasants grazing cattle
a pair, oil on panel

59.2 x 79.3cm (23 5/16 x 31 1/4in). (2)

£4,000 - 6,000

€4,800 - 7,100

A drawing, by Londonio, for the seated shepherdess in the former painting was offered at Christie's, London, 14 December 1984, lot 86. A further oil sketch study for the head of the goat, amongst others, in the latter painting was with Galerie Grünwald, Munich, in October 1978.

226

Circle of Jacopo Amigoni (Venice 1682-1752 Madrid)

Christ healing the sick

oil on canvas

47.5 x 41.5cm (18 11/16 x 16 5/16in).

£1,500 - 2,000

€1,800 - 2,400



225

227^w

Workshop of Antonio Molinari (Venice 1655-1704)

Lot and his daughters

oil on canvas

152 x 134cm (59 13/16 x 52 3/4in).

£3,000 - 5,000

€3,600 - 5,900



227



228



229

228

English School, 18th Century

A river landscape - possibly Matlock

oil on canvas

62 x 76.5cm (24 7/16 x 30 1/8in).

£1,500 - 2,000

€1,800 - 2,400

229

English School, 18th Century

Portrait of a gentleman, said to be Field Marshal Arnold Joost van Keppel, 1st Earl of Albemarle, KG., bust-length, in a blue coat, holding a letter

oil on canvas

76.3 x 63.7cm (30 1/16 x 25 1/16in).

bears inscription 'to/the Queen/168*' (on the letter)

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE

Private Collection, South Africa

Private Collection, UK

Field Marshal Arnold Joost van Keppel (1669-1718) was a Dutch-born courtier who came to England as a page to William III in 1688. He was a particular friend of the King and returned to Holland on William's death to pursue a military career.



230

230

Frederick Waters Watts (St. Albans 1800-1862 London)

Bishops Stoke, Hampshire

inscribed 'Bishops Stoke/ Hampshire' (on the reverse)

oil on board

11.4 x 17.5cm (4 1/2 x 6 7/8in).

£800 - 1,200

€950 - 1,400

PROVENANCE

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

231

After Jonathan Richardson, 18th Century

Portrait of Alexander Pope, bust-length, in a brown cloak, within a painted oval

oil on canvas

78 x 64.5cm (30 11/16 x 25 3/8in).

£1,000 - 1,500

€1,200 - 1,800

The present composition is after Richardson's original, now in the Victoria and Albert Museum, London.



231



232

232

Nicolas Bertin (Paris 1668-1736)
 Moses defending the daughters of Jethro
 bears signature 'Verkulie' (lower left)
 oil on panel
 49 x 70.8cm (19 5/16 x 27 7/8in).
£20,000 - 30,000
€24,000 - 36,000

We are grateful to Alastair Laing for suggesting that the present work is by Nicolas Bertin (Paris 1668-1736). Of the three known paintings by the artist of this subject, Laing identifies this painting as that sold by Baron de Vanballe, Paris, 9 April 1781, lot 80: (described as 'Ce tableau est d'une grande finesse et du meilleur faire de ce Maître'); and later in the Williot sale in Paris on 26 February 1788, lot 6 (see: T. Lefrançois, *Nicolas Bertin* (Paris, 1981), p. 102, cat. no. 4). It later came up on the art market in Paris and New York in 1959. The painting may also be further identified with that exhibited in the Paris Salon of 1704.

233

Attributed to Jean Baptiste Huët (Paris 1745-1811)
 A tigress with her cubs
 oil on canvas
 71 x 81.5cm (27 15/16 x 32 1/16in).
£4,000 - 6,000
€4,800 - 7,100

PROVENANCE:

Possibly the 'Tigress and whelps' sold Foster's, London, 31 January 1827, where acquired by Coleman for £1.1 (as Rubens)
 With Philip Mould, London, where purchased by the present owner

This composition was engraved in 1790 by Nikolaus Rhein and is known through a print in the British Museum (see: C.G. Voorhelm Schneevoogt, *Catalogue des estampes gravées d'après P.P. Rubens* (Haarlem, 1873), no. 229.38).

Jean Baptiste Huët was known to have painted and drawn numerous depictions of wild animals: for example, the *Pride of Lions* sold at Christie's New York, 21 October 1997, lot 331, the *Study of a Leopard* at the Hôtel Drouot, Paris, 24 June 1994, lot 58. C. Gabillot in his work on *Les Huëts* (Paris, 1892) lists several drawings of wild and domestic animals and that this composition is taken from an earlier engraving would not be unusual. There is a painting by Jan van Kessel depicting the present composition incorporated in a *Landscape of the Four Continents*, now in the Alte Pinakothek, Munich. Two other paintings depicting bitches with their litters of pups, previously attributed to Jean Jacques Bachelier, but for which Huët has subsequently been suggested, were offered at Phillip's London, 8 December 1992, and Christie's South Kensington, 18 February 1998, lot 196, which may be compared with the present painting.



233

234

Circle of Pierre-Paul Prud'hon (Cluny 1758-1823 Paris)

The Assumption of the Virgin

oil on canvas

31.6 x 26.1cm (12 7/16 x 10 1/4in).

£1,200 - 1,800

€1,400 - 2,100

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



234



235



236

235^W

Anglo-Flemish School, early 18th Century

A shepherd attending his flock in an extensive wooded river landscape, with a barge approaching the shore in the distance

oil on canvas

101.8 x 126.5cm (40 1/16 x 49 13/16in).

£2,500 - 3,500

€3,000 - 4,200

236*

Attributed to Tobias Stranover (Sibiu 1684-circa 1731 London)

A cockerel, hen and chicks in a wooded landscape

oil on canvas

76.5 x 63.5cm (30 1/8 x 25in).

£4,000 - 6,000

€4,800 - 7,100



237

237^W

Follower of Jacob More (Edinburgh circa 1740-1793 Rome)

Shepherds and a shepherdess driving their flocks along the river bank, a walled town in the distance

oil on canvas

95 x 126cm (37 3/8 x 49 5/8in).

£4,000 - 6,000

€4,800 - 7,100

238*

Thomas Beach (Milton Abbas 1738-1806 Dorchester)

Portrait of Francis Steward (1743-1798), Mayor of Weymouth and Melcombe Regis, half-length, in a brown coat, within a painted oval

signed and dated 'T Beach pinxt/1783.' (lower left)

oil on canvas

76 x 64cm (29 15/16 x 25 3/16in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

With Ehrich Galleries, New York; their sale, New York, American Art

Association, Anderson Galleries, 2 April 1931, lot 68

Sale, Christie's, New York, 6 October 1994, lot 106

A civic dignitary, whose brother Gabriel was M.P. for Weymouth and Melcombe Regis, Francis was twice Mayor of Weymouth, in 1770 and again in 1782, and played host to George III in 1794 during the King's official visit to the city.



238



239



240

239

Circle of Jean-Baptiste Pater (Valenciennes 1695-1736 Paris)

A fête champêtre

oil on canvas

74 x 93.5cm (29 1/8 x 36 13/16in).

£5,000 - 7,000

€5,900 - 8,300

240

After Pierre Louis Goudreaux, 19th Century

Le Regard

oil on canvas, unlined

83.2 x 67.4cm (32 3/4 x 26 9/16in).

£3,000 - 5,000

€3,600 - 5,900

The present work is after Goudreaux's original composition (also known as *Pèlerin contemplant une Pèlerine*) formerly in the collection of Dr. A. Goldschmidt, Munich, 1936.



241

241

Attributed to Jacques de Lajoue (Paris 1687-1761)

Portrait of a musician, full-length, seated before a park landscape
indistinctly inscribed (on music score, lower right)

oil on canvas

37.2 x 44cm (14 5/8 x 17 5/16in).

£4,000 - 6,000

€4,800 - 7,100

The figure is possibly by a different hand.

242

Petrus Johannes van Reysschoot (Gent 1702-1772)

A fête galante

oil on canvas

114.5 x 88.5cm (45 1/16 x 34 13/16in).

£5,000 - 7,000

€5,900 - 8,300



242



243



244

243*

Louis Bélanger (Paris 1736-1816 Stockholm)

The Rhine rapids at Laufenburg

signed and dated 'Louis Belanger le romain/ 1793' (on rock, lower right)

watercolour on paper

62 x 96.2cm (24 7/16 x 37 7/8in).

£3,000 - 4,000

€3,600 - 4,800

244

Circle of Jean Baptiste Greuze (Tournus 1725-1805 Paris)

Portrait of a young girl, bust-length, in a pale green dress

oil on canvas, oval, with corners made up

43 x 36cm (16 7/8 x 14 1/8in).

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE

The Demidoff Collection, Florence (according to a label on the reverse)

Where purchased by the present owner June 1972



245

245

Jacques Antoine Vallin (Paris 1760-1831)

Nymphs bathing

signed 'Vallin' (on rock, lower left)

oil on canvas

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

£1,500 - 2,000

€1,800 - 2,400

246

Follower of Claude Lefebvre (Fontainebleau 1632-1675 Paris)

Portrait of Simon Arnauld, Marquis de Pomponne (1618-1699), half-length, in a black coat with a lace jabot

bears inscription 'M.r De Pomponne' (on the reverse)

oil on panel, oval

69.5 x 57.5cm (27 3/8 x 22 5/8in).

£2,000 - 3,000

€2,400 - 3,600



246



247



247



248

247*

Circle of Pierre-Paul Prud'hon (Cluny 1758-1823 Paris)

The Birth of Bacchus; and The Birth of Zeus

the former indistinctly signed (on log, lower right)

a pair, oil on canvas

28 x 23.5cm (11 x 9 1/4in). (2)

£1,200 - 1,800

€1,400 - 2,100

248

Workshop of Nicolas Lancret (Paris 1690-1743)

An elegant Lady and a Fortune Teller in a wooded landscape

oil on canvas

37 x 29cm (14 9/16 x 11 3/8in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

Sale, Sotheby's, London, 6 December 1972, lot 108A (as Lancret, sold for £5000)

Sale, Sotheby's, London, 23 March 1990, lot 52

The present work is a studio variant of the original composition by Lancret formerly in the collection of Mr G. Harland-Peck (exhibited in London, Burlington Fine Arts Club, *The French School of the Eighteenth Century*, 1913, no. 12, pl. VIII) and published in G. Wildenstein, *Lancret* (Paris, 1924), p. 104, no. 524, ill. 200.



249

249
 After Antoine Coypel, late 18th Century
 Esther before Ahasuerus
 bears signature 'A Coypel' (lower right)
 oil on canvas
 81.6 x 100.3cm (32 1/8 x 39 1/2in).
 £2,000 - 3,000
 €2,400 - 3,600

The present painting is after Coypel's original composition now in the Musée du Louvre, Paris.

250
 Hyacinthe Collin de Vermont (Versailles 1693-1761 Paris)
 A Bacchanale
 oil on canvas
 98.5 x 72.3cm (38 3/4 x 28 7/16in).
 £2,000 - 3,000
 €2,400 - 3,600



250



251



252

251

Attributed to George Morland (London 1763-1804)

A horseman in a stormy landscape

oil on canvas

84.3 x 117cm (33 3/16 x 46 1/16in).

£4,000 - 6,000

€4,800 - 7,100

The figure group of the present painting clearly follows that in Morland's *Before a Thunderstorm* now in The Hermitage, Saint Petersburg. The landscape is also broadly similar but the obvious difference is in the absence of the cottage, far left.

252

Circle of Johann Joseph Zoffany (Frankfurt-am-Main 1733-1810
Strand-on-the-Green)

Portrait of a gentleman, full-length, in red uniform, standing before an
army encampment, a hound at his feet

inscribed 'C. Whitworth Esq. Balinaer Park' (on dog's collar, lower right)

oil on canvas

80 x 62cm (31 1/2 x 24 7/16in).

£2,000 - 3,000

€2,400 - 3,600



253

253

Benjamin Marshall (Seagrave 1768-1835 London)

A bay hunter in a landscape

oil on canvas

60 x 73cm (23 5/8 x 28 3/4in).

£4,000 - 6,000

€4,800 - 7,100

PROVENANCE

Sale, Christie's, London, 18 November 1988, lot 29

254

Attributed to Nathaniel Hone, R.A. (Dublin 1718-1784 London)

Portrait of a lady, half-length, in a green dress and a fur-trimmed shawl, within a painted oval

oil on canvas

78 x 65cm (30 11/16 x 25 9/16in).

£1,800 - 2,500

€2,100 - 3,000

PROVENANCE

Sale, Sotheby's, Olympia, 25 January 2007, lot 2

Sale, Bonhams, London, 21 June 2011, lot 513, where purchased by the present owner



254



255



256

255

Hubert Robert (Paris 1733-1808)

La Petite Cascade

oil on canvas

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

£10,000 - 15,000

€12,000 - 18,000

PROVENANCE

Professor Thomas Bodkin

Thence by descent to the present owner

EXHIBITED

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

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

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



257

256*

Circle of Etienne Aubry (Versailles 1745-1781)

An interior with a young woman sketching; and An interior with a young man drawing

a pair, oil on canvas

32.5 x 24.4cm (12 13/16 x 9 5/8in). (2)

£6,000 - 8,000

€7,100 - 9,500

257

Jean-Baptiste Pillement (Lyons 1728-1808)

A mill beside a river, washerwomen in the foreground

signed 'Jean Pillement' (lower left)

pastel on gesso laid on canvas

45 x 72cm (17 11/16 x 28 3/8in).

£4,000 - 6,000

€4,800 - 7,100

PROVENANCE

Sale, Sotheby's, London, 5 July 1993, lot 91

With Christina van Marle, The Netherlands

Maria Gordon-Smith, London

Sale, Christie's, South Kensington, 9 July 2009, lot 627

LITERATURE

N. Jeffares, *Dictionary of Pastellists before 1800* (London, 2006), p.422



256



258



259

258

James Ward R.A. (London 1769-1859 Cheshunt)

Cows in a rural landscape

signed and dated 'JW* 1809' (lower left)

oil on panel

15 x 21cm (5 7/8 x 8 1/4in).

£800 - 1,200

€950 - 1,400

PROVENANCE

Painted by James Ward for John Buonarotti Papworth, London
(according to a 19th century label on the reverse)

259

English School, circa 1750

Portrait of a lady, half-length, in a buff dress, coat and hat

oil on canvas

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

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE

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



260

260

Follower of Paul Sandby R.A. (Nottingham 1730-1809 London)

An extensive river landscape with drovers watering their cattle
gouache on paper

50 x 80cm (19 11/16 x 31 1/2in).

£1,000 - 2,000

€1,200 - 2,400

261

Sir Godfrey Kneller (Lübeck 1646-1723 London) and Studio

Portrait of Gilbert Affleck, bust-length, in a blue coat, within a painted oval

signed with initials 'GK' (lower left) and inscribed 'Gil; Affleck Esq./1717.' (lower left)

oil on canvas

78 x 66cm (30 11/16 x 26in).

£3,000 - 5,000

€3,600 - 5,900

The sitter, Gilbert Affleck, married Ann Dolben, the youngest daughter of John Dolben.



261



262



263

262*

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

An Italianate landscape with figures conversing before a river, a fortified village in the distance

oil on canvas

34.5 x 53.6cm (13 9/16 x 21 1/8in).

£1,200 - 1,800

€1,400 - 2,100

263

After Bartolomeo Schedoni, 17th Century

The Holy Family with the Infant Saint John the Baptist

oil on canvas

36.8 x 28.2cm (14 1/2 x 11 1/8in).

£2,000 - 3,000

€2,400 - 3,600

The present painting follows Schedoni's original composition, the prime version of which is now in the Ashmolean Museum, Oxford.



264

264
Attributed to Giovanni Battista Marcola (Verona 1711-1780)
 Figures on a palace terrace
 oil on canvas
 98.4 x 131.5cm (38 3/4 x 51 3/4in).
 £8,000 - 12,000
 €9,500 - 14,000

265
Circle of Bartolomeo Nazari (Bergamo 1699-1758 Milan)
 Portrait of an elderly man, bust-length, holding a coin
 oil on canvas
 51.5 x 40.2cm (20 1/4 x 15 13/16in).
 £2,000 - 3,000
 €2,400 - 3,600



265



266



267

266

Italian School, circa 1800

Cattle grazing in an Alpine landscape

oil on canvas, unlined

60 x 80.2cm (23 5/8 x 31 9/16in).

£1,000 - 1,500

€1,200 - 1,800

267

Attributed to Johann Baptist Lampi I (Romeno 1751-1830 Vienna)

Portrait of Count Alessandro di Cagliostro, bust-length, in brown fur-trimmed robes

oil on canvas

54.5 x 43.8cm (21 7/16 x 17 1/4in).

£2,000 - 3,000

€2,400 - 3,600

Born Giuseppe Balsamo in Sicily, Alessandro di Cagliostro is perhaps best remembered for his possible role in the Affair of the Diamond Necklace. He travelled throughout Europe, initially to Rome, then London, Germany and eventually Paris in 1785. Held in the Bastille for nine months, he was finally acquitted of any involvement in the Affair of the Necklace. He later moved to Rome where he was betrayed to the Inquisition and was eventually found guilty of the charge of being a Freemason (he had been admitted to the Esperance Lodge in London in 1776). The initial death sentence was commuted by the Pope to life imprisonment and he died in the fortress of San Leo in 1795.



268

268*

Circle of Jacques-Laurent Agasse (Geneva 1767-1849 London)
Study of a young lady, three-quarter-length in a white dress and a bonnet

oil on canvas, unstretched

19.2 x 13.8cm (7 9/16 x 5 7/16in).

£2,000 - 3,000

€2,400 - 3,600

269

Johann Christian Ziegler (Wunsiedel 1803-1833 Munich)

Self-portrait of the artist

inscribed 'Ziegler. Von ** ge* 824' (upper left) and '** Freund/
Waldmüller 182**' (on the reverse)

oil on copper

18.5 x 14.7cm (7 5/16 x 5 13/16in).

£2,500 - 3,500

€3,000 - 4,200

270*

Friedrich Heinrich Füger (Heilbronn 1751-1818 Vienna)

Portrait of a young woman in a yellow dress with a white shawl and
holding a basket of flowers

oil on canvas

26.7 x 20.8cm (10 1/2 x 8 3/16in).

£2,000 - 3,000

€2,400 - 3,600



269



270



271



272

271

Anglo-Flemish School, 18th Century

Travellers, horses and carts before an extensive river landscape

oil on canvas

53 x 63cm (20 7/8 x 24 13/16in).

£1,000 - 1,500

€1,200 - 1,800

272*

Philipp Friedrich von Hetsch (Urach 1758-1838 Stuttgart)

Portrait of the wife and child of Gottlieb Christian Heigelen seated in an interior

oil on panel

47.7 x 33cm (18 3/4 x 13in).

£3,000 - 4,000

€3,600 - 4,800

A portrait of Gottlieb Christian Heigelen by Hetsch was sold at Sotheby's, New York, on 31 January 2013, lot 300 (for \$15,000). That portrait appears in the background of the present work suggesting that the pictures were conceived as a pair. This is further confirmed by the fact that the portraits are of the same dimensions.



273

273

German School, circa 1740

An extensive landscape with drovers watering their cattle, a walled town beyond

oil on canvas

35 x 48.5cm (13 3/4 x 19 1/8in).

£1,200 - 1,800

€1,400 - 2,100

PROVENANCE

Madame Bourelet (according to a label on the reverse)

274*

Attributed to Daniel Nikolaus Chodowiecki (Danzig 1726-1801 Berlin)

Elegant figures in an interior

oil on canvas

41 x 33.4cm (16 1/8 x 13 1/8in).

£2,000 - 3,000

€2,400 - 3,600



274



275



276



277

275

Francesco Leonardoni (Venice 1654-1711 Madrid)
Self-portrait of the artist, bust-length, holding a palette
oil on canvas
53.6 x 43.7cm (21 1/8 x 17 3/16in).
£1,500 - 2,000
€1,800 - 2,400

PROVENANCE

Sale, Hôtel Drouot, Paris, 20 December 2002, lot 25

Another version of this composition can be seen in the Museo del Prado, Madrid.

276

Dirk Jan Hendrik Joosten (Haarlem 1818-1882)
Gooseberries and cherries
signed 'D.J.H. Joosten.ft' (lower right)
gouache on card
33.1 x 23.8cm (13 1/16 x 9 3/8in).
£3,000 - 4,000
€3,600 - 4,800

277

Attributed to Johann Heinrich Wilhelm Tischbein (Hayna 1751-1829 Eutin)
Achilles
oil on canvas
61.8 x 49.6cm (24 5/16 x 19 1/2in).
£4,000 - 6,000
€4,800 - 7,100

The present painting is a work in oil relating to one of the watercolours in Tischbein's series depicting the leading characters from Homer's *Iliad*. The latter was sold at Christie's, New York on 22 January 2003, lot 226, and the figure of Achilles was fifth in the album.



278

278

William Hodges, R.A. (London 1744-1797 Devon) after Richard Wilson

The Cascatelle at Tivoli

oil on canvas

73.7 x 94cm (29 x 37in).

£8,000 - 12,000

€9,500 - 14,000

This landscape is a version of Richard Wilson's subject now in the Dulwich Picture Gallery, London. Wilson had been in Rome in between 1752 and 1755/6, and upon his return set about producing classical landscapes inspired by painters such as Vernet and Zuccarelli. Hodges was apprenticed to Wilson between 1758 and 1765, and together with his fellow pupils Joesph Farington and Thomas Jones, is one of the key biographical sources on Wilson. His account in the *European Magazine* of 1790 remains the earliest, and presumably most accurate, record of Wilson's life.

Hodges' view of Tivoli is an exact version of Wilson's original composition. However, his interpretation goes beyond the classicism of Wilson and there is a discernible Romanticism in his treatment of the glowing sky and, in particular, the dramatic waterfall. This style was a product of his voyage on Cook's second expedition to the South Seas (1772-5), and it is probable therefore, that he copied Wilson's original in England between 1775 and his departure for India in 1779. By the time of his return to England in 1783, his manner had developed away from the classical, studio style of Wilson into a more organised, plein-airiste idiom.

279

Italian School, early 19th Century

David with the head of Goliath

oil on canvas

54.5 x 43.8cm (21 7/16 x 17 1/4in).

£1,000 - 1,500

€1,200 - 1,800



279



280



281



282

280

Circle of Alessandro Longhi (Venice 1733-1813)

Portrait of a cleric with the sacred heart

oil on copper

13.9 x 10.1cm (5 1/2 x 4in).

bears indistinct inscription (on reverse)

£700 - 1,000

€830 - 1,200

281

Venetian School, 18th Century

The Sacrament of Holy Communion

oil on canvas

41.6 x 35.7cm (16 3/8 x 14 1/16in).

£1,000 - 1,500

€1,200 - 1,800

282

Follower of Giovanni Battista Pittoni (Venice 1687-1767)

Saint Francis before a vision of the Immaculate Conception

oil on canvas

56 x 34cm (22 1/16 x 13 3/8in).

unframed

£1,500 - 2,000

€1,800 - 2,400



283

283^W

After Bernardo Bellotto, circa 1800

The Grand Canal with the Church of Santa Maria della Salute, Venice
oil on canvas

76.2 x 127.5cm (30 x 50 3/16in).

£20,000 - 30,000

€24,000 - 36,000

The present composition is based on Bellotto's original, now in the
Fitzwilliam Museum, Cambridge.



284



285

284
After Francesco Guardi, 19th Century
 The Piazzetta towards San Giorgio Maggiore, Venice
 oil on canvas
 43 x 70cm (16 7/8 x 27 1/2in).
 £1,200 - 1,800
 €1,400 - 2,100

The present composition is after Guardi's original, now in the Ca' d'Oro, Venice.

285
Francesco Zugno (Venice 1709-1787)
 The Finding of Moses
 oil on canvas
 41 x 35cm (16 1/8 x 13 3/4in).
 £3,000 - 5,000
 €3,600 - 5,900



286

286
 English Follower of Antonio Canal, called il Canaletto (Venice
 1697-1768)
 Santa Maria della Salute, Venice
 oil on canvas
 46 x 80cm (18 1/16 x 31 7/16in).
 £5,000 - 7,000
 €5,900 - 8,300

PROVENANCE
 With Cooling Galleries, London (according to a label on the reverse)

287
 After Domenico Maggiotto, 19th Century
 A teacher with his pupil
 oil on canvas
 63.6 x 53.6cm (25 1/16 x 21 1/8in).
 £3,000 - 5,000
 €3,600 - 5,900

The present composition is a detail after Maggiotto's *Lezione di disegno*
 now in the Museo Civico Luigi Bailo in Treviso.



287



288



289

288^W

English Follower of Bernardo Bellotto, early 19th Century

The Grand Canal, Venice, with the Church of San Stae in the foreground
oil on canvas

72.2 x 128.6cm (28 7/16 x 50 5/8in).

£6,000 - 8,000

€7,100 - 9,500

The present composition is after Bellotto's original painting sold at Christie's, New York, 19 April 2007, lot 113, which is known to have been in an English collection by the early 19th century.

289

Circle of Francesco Salvator Fontebasso (Venice 1709-1769)

Portrait of a gentleman, half-length, in a blue ermine-trimmed coat and a turban

oil on canvas

31.5 x 21.2cm (12 3/8 x 8 3/8in).

unframed

£800 - 1,200

€950 - 1,400



290

290

Venetian School, 19th Century

The Molo with the Church of Santa Maria della Salute, Venice

oil on canvas

55.7 x 91.6cm (21 15/16 x 36 1/16in).

£3,000 - 4,000

€3,600 - 4,800

291

Follower of Giuseppe Nogari (Venice 1699-1763)

An elderly lady holding glasses

oil on canvas

55 x 45.2cm (21 5/8 x 17 13/16in).

£3,000 - 5,000

€3,600 - 5,900



291



292

292

Circle of Johan Anton Richter, called Giovanni Richter (Stockholm 1665-1745 Venice)

The Grand Canal, Venice

oil on canvas

37.3 x 54.4cm (14 11/16 x 21 7/16in).

£5,000 - 7,000

€5,900 - 8,300



293 (actual size)

293

Venetian School, 18th Century

Portrait of a cardinal, in a red coat with standing collar, white chemise and black cap

oil on white metal, oval

6 x 4.5cm (2 3/8 x 1 3/4in).

£500 - 700

€590 - 830



294

294

Giacomo Guardi (Venice 1764-1835)

San Giorgio Maggiore, Venice

signed and inscribed 'veduta di S. Giorgio Maggiore e punta della Giudecca/a Recapito dal Sig.r Selva Ottico in Calle Larga S. Marco/a mio Nome'/Giacomo de Guardi' (on the verso)

pen and gouache on paper

15.6 x 23.3cm (6 1/8 x 9 3/16in).

£4,000 - 6,000

€4,800 - 7,100

295

Venetian School, 18th Century

Portrait of a gentleman, bust-length, in a powder blue embroidered coat and waistcoat

oil on copper, oval

7.5 x 5.2cm (2 15/16 x 2 1/16in).

£500 - 700

€590 - 830



295 (actual size)



296

296

Venetian School, early 18th Century

An Allegory of Divine Wisdom; and An Allegory of Fortitude
the former signed and dated 'APELLE NO.F./A.1738' (lower right)

a pair, oil on canvas, *cartouche shaped*

87.6 x 147cm (34 1/2 x 57 7/8in). (2)

£8,000 - 12,000

€9,500 - 14,000



297

Old Master Drawings

297

Thomas Rowlandson (London 1756-1827)

Reculver Church, Kent

pen, brown and grey ink and watercolour on wove paper

23 x 36.5cm (9 1/16 x 14 3/8in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

Joseph Grego Esq.

Edward White Esq.

Private Collection, UK

The work is accompanied by a letter, from Joseph Grego to Edward White, dated February 1882 and a receipt of purchase.



298



299

298*

Jacopo Strada (Mantua 1510-1588 Vienna)

Design for a basin with swing handles

pen and brown ink and wash on paper

41 x 27cm (16 1/8 x 10 5/8in).

£5,000 - 7,000

€5,900 - 8,300

EXHIBITED

San Francisco, 2007, *Jacopo Strada (1510-1588) Mannerist Splendor; Extravagant Designs for a Royal Table*

LITERATURE

S. Lawrence, *Jacopo Strada (1510-1588), Mannerist Splendor:*

Extravagant Designs for a Royal Table (San Francisco, 2007), p.65, ill.

Strada was a renowned artist and courtier who worked in service for many of the most powerful rulers of sixteenth century Europe. Both technically and stylistically, these drawings are significantly related to the silver designs of Giulio Romano, in whose workshop Strada was trained. After a succession of impressive commissions primarily concerned with monumental designs first at the Habsburg court in Vienna and then in Prague, Strada was appointed Court Antiquary in 1564 to the Imperial Court in Vienna. The significance of his important status in this role was immortalised in Titian's portrait of Strada which now hangs in the Kunsthistorisches Museum, Vienna. He remained in the post of Court Antiquary until 1579 and continued as part of the court household in Vienna until his death in 1588.

These drawings belong to a tradition of goldsmith albums that were intended for circulation to both patrons and craftsmen. Some of these folios were imaginative graphic restorations of ancient vases that complemented collections of classical antiquities. Others, such as these, show designs of fantastic vessels for decorative display. They were probably produced to demonstrate to prospective clients the range and beauty of designs offered by a goldsmith's shop. It is likely that few if any of these designs were ever realised. The drawings, beautifully rendered in ink and brown wash, were above all a showcase of the artist's powers of disegno and invention.



300



301

299

After Michelangelo Buonarroti, called Michelangelo, 16th Century

The Resurrection of the Dead

inscribed in red chalk '162' (lower left)

black chalk, watermark device within a circle

19.7 x 22.2cm (7 3/4 x 8 3/4in).

£600 - 800

€710 - 950

PROVENANCE

Richard Cosway (Frits Lugt 628)

300

Florentine School, 16th Century

Saint John the Baptist kneeling

inscribed 'No 142' (lower right)

red chalk on paper, watermark initial W cut

22.7 x 13.6cm (8 15/16 x 5 3/8in).

£700 - 1,000

€830 - 1,200

301

Giovanni Francesco Grimaldi (Bologna 1606-1680 Rome)

An Italianate river landscape with a town in the distance

signed 'Gio Franco Bolognese' (lower centre)

pen and brown ink on paper

24.5 x 26.5cm (9 5/8 x 10 7/16in).

£1,200 - 1,800

€1,400 - 2,100

302*

Jacopo Strada (Mantua 1510-1588 Vienna)

Design for a square tray with Kronos, Zeus, Venus with Cupid and Demeter

pen and brown ink and wash on paper, bordered in pen and brown ink

41 x 47.3cm (16 1/8 x 18 5/8in).

£5,000 - 7,000

€5,900 - 8,300

EXHIBITED

San Francisco, 2007, *Jacopo Strada (1510-1588) Mannerist Splendor; Extravagant Designs for a Royal Table*

LITERATURE

S. Lawrence, *Jacopo Strada (1510-1588), Mannerist Splendor: Extravagant Designs for a Royal Table* (San Francisco, 2007), p.83, ill.



302



303

303

Circle of Taddeo Zuccaro (Vado 1529-1566 Rome)

Portrait of a lady, half-length, wearing a ruff and with plaited hair

inscribed 'Taddeo Zuccheri' (on mount)

black and red chalk on paper

21.7 x 14.7cm (8 9/16 x 5 13/16in).

unframed

£700 - 1,000

€830 - 1,200

PROVENANCE

William Benoni White, 1980 (according to an inscription on the reverse)



304



305



306

304

Attributed to Bartholomeus van der Helst (Haarlem 1613-1670 Amsterdam)

Portrait of a gentleman, three-quarter-length, one hand resting on a balustrade, in a setting with a pillar and curtain signed and dated in pen and ink 'B: van der helst 1668' (lower right) black chalk, possibly on a vellum support

27.1 x 20.5cm (10 11/16 x 8 1/16in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE

Sale, Palais des Beaux-Arts, Brussels, 23 May 1977

305

Isaac de Moucheron (Amsterdam 1667-1744)

An Italianate landscape with figures and dogs by a fountain and a view of a Mediterranean port beyond signed 'i.Moucheron Fecit' (lower left)

pen, black ink and watercolour heightened with gouache on laid paper 27.2 x 23.5cm (10 11/16 x 9 1/4in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

Cornelis Ploos van Amstel (1726-1798), Amsterdam artist and collector, his blind stamp on the verso (Fritz Lugt 2034)

306

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

Sketch of Maria Louisa Constable, in a lace cap and gown, sleeping dated '28 August 1819' (lower left) and inscribed 'Maria Louisa Constable' (under the mount) with signature 'John Constable' (on a separate sheet, probably taken from a letter)

pen and ink on paper

sight size 8 x 8.4cm (3 1/8 x 3 5/16in)., irregular

£2,000 - 3,000

€2,400 - 3,600



307

307

Circle of François Boucher (Paris 1703-1770)

Les Confidences Pastorales, after François Boucher

black chalk and stumping and grey wash, with touches of red chalk, heightened with white, on paper

20.9 x 28.1cm (8 1/4 x 11 1/16in).

£800 - 1,200

€950 - 1,400

PROVENANCE

Sale, Sotheby's, London, 9 July 2003, lot 131

This drawing records, in reverse, the composition of Boucher's 1745 painting of the same title, now in the Los Angeles County Museum of Art, U.S.A.

308

George Romney (Dalton-in-Furness, Kendal 1734-1802)

Study of a woman holding scales, a small child clasping her pen and brown ink on laid paper

11.9 x 7.1cm (4 11/16 x 2 13/16in).

unframed

£2,000 - 3,000

€2,400 - 3,600

The scales are the attribute of Logic, one of the seven liberal arts; the present drawing may represent logic directing instinct. Alex Kidson suggests a date in the late 1770s for the drawing (private correspondence, 2007).

309

François Boucher (Paris 1703-1770)

A putto holding a lyre and wreath

black chalk heightened with white on blue paper

27.1 x 19.5cm (10 11/16 x 7 11/16in).

£3,000 - 5,000

€3,600 - 5,900

We are grateful to Alastair Laing for confirming the attribution to Boucher on first hand inspection. He dates the drawing to the later 1750s or the 1760s.



308



309

Index

Artist	Lot No	
A		E
Agasse, Jacques-Laurent	268	Eeckhout, Gerbrand van den 94
Albani, Francesco	55, 79, 101, 125	English School 47, 224, 228, 229, 259
Amigoni, Jacopo	226	
Angel, Philips	84	F
Angelico, Fra'	5	Farinati, Paolo 178
Anglo-Flemish School	235, 271	Ferrara, School of 6
Asch, Pieter Jansz. van	93	Flandes, Juan de 21
Aubry, Etienne	256	Flemish School 29, 32, 57
		Florentine School 3, 300
B		Floris the Elder, Frans 15
Barrett, George	223	Fontana, Lavinia 180
Bassano Family	67, 70	Fontebasso, Francesco Salvator 289
Bassano, Leandro da Ponte, called Leandro	177	Francken III, Frans 35
Beach, Thomas	238	Francken the Younger, Frans 16, 56, 107
Beich, Joachim Franz	182	French School 14, 44, 152, 171
Bélanger, Louis	243	Füger, Friedrich Heinrich 270
Bellotti, Pietro	219	
Bellotto, Bernardo	283	G
Bertin, Nicolas	232	Geldorp, Gortzius 63
Beschey, Jacob Andries	97	Genoese School 161
Bisschop, Cornelis	185	German School 8, 9, 45, 273
Bloemaert, Abraham	31	Ghisolfi, Giovanni 126, 186, 208
Bloemen, Pieter van	146	Giordano, Luca 220
Blout, Pieter de	82	Gool, Jan van 105
Bonito, Giuseppe	216	Goudreaux, Pierre Louis 240
Bononi, Carlo	198	Gresly, Gabriel 168
Boucher, François	307, 309	Greuze, Jean Baptiste 244
Boudewijns, Adriaen Frans	149	Grevenbroeck, Alessandro 206
Boulogne, Valentin de	154	Grimaldi, Giovanni Francesco 301
Bout, Pieter	71	Gryeff, Adriaen de 62
Brandi, Domenico	215	Guardi, Francesco 284
Bray, Jan De	38, 145	Guardi, Giacomo 294
Bredael, Joseph van	48, 134	Guercino, Giovanni Francesco Barbieri, called il 108
Breydel, Frans	111	Gysels II, Peter 136
Brueghel the Elder, Jan	159	
Brueghel the Younger, Pieter	19	H
Bruni, Francesco	69	Hals, Dirck 34
Brussels School	53	Heda, Willem Claesz 213
Bundel, Willem van den	184	Heem, Jan Davidsz. de 89
Buonarroti, Michelangelo	299	Helst, Bartholomeus van der 304
Burgh, Cornelis Jacobsz. van der	28	Hetsch, Philipp Friedrich von 272
		Heusch, Jakob de 86
C		Hodges, William 278
Calza, Antonio	201	Hone, Nathaniel 254
Camphuysen, Govert Dircksz.	106	Huchtenburg, Jan van 40
Cantarini, Simone	110	Hudson, Thomas 132
Caroselli, Angelo	160	Huët, Jean Baptiste 233
Carpioni, Giulio	41	
Carrée, Michiel	174	I
Casissa, Nicola	122	Italian School 4, 176, 181, 202, 266, 279
Casteels III, Pieter	193	
Cerquozzi, Michelangelo	119	J
Cerrini, Giovanni Domenico	58	Jervas, Charles 130
Chodowiecki, Daniel Nikolaus	274	Joanes, Joan de 76
Cimaroli, Giovanni Battista	262	Joli, Antonio 188
Claessens, Anthonisz.	11	Joosten, Dirk Jan Hendrik 276
Coecke van Aelst, Pieter	20, 23	
Coelenbier, Jan	158	K
Collin de Vermont, Hyacinthe	250	Keuninck, Kerstiaen de 88
Constable, John	306	Kneller, Sir Godfrey 261
Costanzi, Placido	127	
Coypel, Antoine	249	L
		Laeff, Lendert de 50
D		Lajoue, Jacques de 241
Dalens III, Dirk	150	Lampi I, Johann Baptist 267
Dietrich, Christian Wilhelm Ernst	95	Lancret, Nicolas 248
Dou, Gerrit	72	Lazzarini, Gregorio 124
Duck, Jacob	91	Lefebvre, Claude 246
Dutch School	143, 157	Lelienbergh, Cornelis van 104
Dyck, Sir Anthony van	129, 194	Leonardoni, Francesco 275
		Liberi, Pietro 39
		Liemaker, called Roose, Nicolas de 54
		Lint, Hendrick Frans van 113
		Lisse, Dirck van der 30

Loeding, Harmen	137	Rosa, Salvator	118
Londonio, Francesco	225	Rossi, called il Salviati, Francesco de'	2
Longhi, Alessandro	280	Rowlandson, Thomas	297
Loo, Jacob van	61	Rubens, Sir Peter Paul	98, 142
Lorrain, Claude Gellée, called Claude	26	Ruoppolo, Giuseppe	120
Loybos, Jan-Sebastiaen	46	Russell, Theodore	222
Luny, Thomas	131		
		S	
M		Sallaert, Anthonis	192
Maggiotto, Domenico	287	Salucci, Alessandro	214
Majo, Paolo de	187	Sandby, Paul	260
Marcola, Giovanni Battista	264	Saraceni, Carlo	25
Marshall, Benjamin	253	Sassoferrato, Giovanni Battista Salvi, called il	60
Marullo, Giuseppe	121	Schalcken, Godfried	83, 90
Master of the Large Jars, the	22	Schedoni, Bartolomeo	263
Matsys, Quentin	10	Schiavone, Andrea	65
Meer II, Jan van de	33	School of Verona	128
Merck, Jacob Frans van der	189	School, Leiden	164
Metsu, Gabriel	165	Schweickardt, Heinrich Wilhelm	92
Miereveldt, Michiel Jansz. van	183	Seville, School of	210
Mignard, Pierre	167	Sion, Peeter	18
Milanese School	7	Skré ta, Karel	52
Moeyaert, Nicolaes Claes	173	Snyders, Frans	211
Molenaer, Jan Miense	74	Spanish School	43, 49, 77
Molenaer, Klaes	112, 138	Spolverini, Ilario	197
Molinari, Antonio	227	Strada, Jacopo	298, 302
Monnoyer, Jean-Baptiste	151, 166	Stranover, Tobias	236
Monogrammist DVB	191	Sustermans, Justus	96
More, Jacob	237		
Morland, George	251	T	
Moucheron, Isaac de	305	Tassi, Agostino Buonamico, called	24
Muñoz, Sebastian	75	Teniers the Younger, David	212
Mura, Francesco de	100, 123	Terwesten, called Arends, Matthäus	195
Muttoni, Pietro	117	Tiepolo, Giovanni Domenico	200
		Tischbein, Johann Heinrich	209
N		Tischbein, Johann Heinrich Wilhelm	277
Nazari, Bartolomeo	265	Titian, Tiziano Vecellio, called	66
Neapolitan School	27, 99, 114	Toeput, called il Pozzoserrato, Lodewijk	17
Neck, Jan van	190	Traversi, Gaspare	205
Neer, Aert van der	144	Tuscan School	1, 116
Netherlandish School	218		
Netscher, Caspar	147, 175	V	
Nogari, Giuseppe	207, 291	Vaccaro, Andrea	109
Nuvolone, Giuseppe	81	Vallin, Jacques Antoine	245
		Velázquez, Diego Rodríguez de Silva y	78
O		Venetian School	68, 102, 281, 290, 293, 296
Orley, Richard van	73	Venne, Jan van de	87
Oudry, Jean-Baptiste	169	Veronese, Paolo Caliari, called Paolo	204
		Vinckboons, David	156
P		Vliet, Willem Willemsz. van der	51
Pater, Jean-Baptiste	239	Voet, Jakob Ferdinand	153
Pedon, Bartolomeo	199	Vonck, Elias	139
Pesci, Giuseppe	115	Vos, Paul de	140
Piazza, Calisto	42	Vos, Simon de	148
Pillement, Jean-Baptiste	257	Vouet, Simon	155
Pittoni, Giovanni Battista	282	Vranck, Sebastian	103
Podesta, Giovanni Andrea	217		
Poel, Egbert Lievensz. van der	37	W	
Porcellis, Jan	133	Wannenmacher, Joseph	203
Prud'hon, Pierre-Paul	234, 247	Ward, James	258
Pulzone, Scipione	80	Watts, Frederick Waters	221, 230
		Werff, Adriaen van der	141
R		Wildens, Jan	36
Raphael, Raffaello Sanzio, called	13	Witmont, Heerman	135
Remond, Jean Charles Joseph	170	Wouwerman, Philips	163
Reysschoot, Petrus Johannes van	242	Wyck, Jan	85
Ricchi, Pietro	162		
Richardson, Jonathan	231	Z	
Richter, Johan Anton	292	Zani di Pisa, Agnolo	179
Robert, Hubert	255	Ziegler, Johann Christian	269
Rohrich, Franz Wolfgang	12	Zoffany, Johann Joseph	252
Roman School	64	Zuccaro, Taddeo	303
Romeyn, Willem	172	Zugno, Francesco	285
Romney, George	308		
Roos, Johann Heinrich	59, 196		



TOMÁS HIEPES
(SPANISH, CIRCA 1600-1674)

*Mountain cock, a chicken and fledglings
on a terrace*
signed 'HIEPES' (on the bowl, lower right)
oil on canvas
99.4 x 156cm (39 1/8 x 61 7/16in)
£300,000 - 500,000

CONTACT

+44 (0) 207 468 8246
rauunicef@bonhams.com

VIEWING

2 - 5 December
101 New Bond Street
London

Bonhams

LONDON

RAU UNICEF SALE

New Bond Street
Thursday 5 December 2013

bonhams.com/rau-unicef

Antiquities

Tuesday 22 October 2013
Knightsbridge

Wednesday 23 October 2013
New Bond Street



A South Arabian
calcite female head
Circa 1st Century B.C./A.D.
10in (25.5cm) high, mounted
£8,000-12,000

Provenance:
UK private collection,
acquired in the 1980s.

0207 468 8226
antiquities@bonhams.com

Catalogue
+44 (0) 1666 502 200
subscriptions@bonhams.com



Bonhams

Contemporary Art

Wednesday 16 October 2013 at 4pm
New Bond Street, London

+44 (0) 207 468 5837
giacomo.balsamo@bonhams.com

Jean-Michel Basquiat (1960-1988)

Untitled, 1982 (detail)

oil stick on paper

76.2 by 45.7 cm. (30 by 18 in.)

This work is accompanied by a photo-certificate of authenticity
issued by the *Estate of Jean-Michel Basquiat*, New York.

£800,000 - 1,200,000

BENEDETTO LUTI
(FLORENCE 1644-1724 ROME)

Bacchus and Ariadne

signed, inscribed and dated

'Benedetto Luti. F/ Roma / 1711

(on rock, lower right)

oil on canvas

175.2 x 123.5cm (69 x 48 5/8in).

£40,000 - 60,000

CONTACT

+44 (0) 20 7468 8307

oldmasters@bonhams.com

CLOSING DATE

FOR ENTRIES

Friday 25 October 2013



Bonhams

LONDON

OLD MASTER PAINTINGS

New Bond Street

Wednesday 4 December 2013 at 2pm

bonhams.com/oldmasters

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller’s responsibility to you

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

Bonhams’ responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

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

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £50,000 of the *Hammer Price*
20% from £50,001 to £1,000,000 of the *Hammer Price*
12% from £1,000,001 of the *Hammer Price*

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

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

8. VAT

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

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

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

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

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

9. PAYMENT

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

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

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

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £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 Licencing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ 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> .	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 <i>c/o 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.
8.1.1	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.	10.5	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.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.6	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.
8.1.3	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> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	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.
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;			10.11	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> .
8.1.8	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;			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.9	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			11	GOVERNING LAW
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.				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.
8.2	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.				
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	MISCELLANEOUS		
		10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
 - 3.1.1 the *Purchase Price* for the *Lot*;
 - 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, 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	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	to terminate this agreement immediately for your breach of contract;			9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10	OUR LIABILITY
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9	FORGERIES	10.2.2	changes in atmospheric pressure; nor will we be liable for:
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.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and		
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

"Bidder" a person who has completed a *Bidding Form*.
"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

19th Century Paintings

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

20th Century British Art

Matthew Bradbury
+44 20 7468 8295

Aboriginal Art

Greer Adams
+61 2 8412 2222

African and Oceanic Art

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

American Paintings

Alan Fausel
+1 212 644 9039

Antiquities

Madeleine Perridge
+44 20 7468 8226

Antique Arms & Armour

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

Art Collections, Estates & Valuations

Harvey Cammell
+44 (0) 20 7468 8340

Art Nouveau & Decorative Art & Design

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

Australian Art

Litsa Veldekis
+61 2 8412 2222

Australian Colonial Furniture and Australiana

James Hendy
+61 2 8412 2222

Books, Maps & Manuscripts

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

British & European Glass

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

British & European Porcelain & Pottery

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

California & American Paintings

Scot Levitt
+1 323 436 5425

Carpets

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

Chinese & Asian Art

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

Clocks

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

Coins & Medals

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

Contemporary Art

UK
Gareth Williams
+44 20 7468 5879
U.S.A.
Jeremy Goldsmith
+1 917 206 1656

Costume & Textiles

Claire Browne
+44 1564 732969

Entertainment Memorabilia

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

Ethnographic Art

Jim Haas
+1 415 503 3294

Football Sporting Memorabilia

Dan Davies
+44 1244 353118

Furniture & Works of Art

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

Greek Art

Olympia Pappa
+44 20 7468 8314

Golf Sporting Memorabilia

Kevin Mcgimpsey
+44 1244 353123

Irish Art

Penny Day
+44 20 7468 8366

Impressionist & Modern Art

UK
Deborah Allan
+44 20 7468 8276
U.S.A.
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Suzannah Yip
+44 20 7468 8368
U.S.A.
Jeff Olson
+1 212 461 6516

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

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UK
Veronique Scorer
+44 20 7393 3962
U.S.A.
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+44 20 7393 3872

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

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

Motorcycles

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

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Philip Scott
+44 20 7393 3855

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

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

Orientalist Art

Charles O'Brien
+44 20 7468 8360

Photography

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

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Camilla Lombardi
+44 20 7393 3985

Prints

UK
Rupert Worrall
+44 20 7468 8262
U.S.A.
Judith Eurich
+1 415 503 3259

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

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

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+44 131 240 2297

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

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Patrick Hawes
+44 20 7393 3815

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Veronique Scorer
+44 20 7393 3962

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Gareth Williams
+44 20 7468 5879

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

Whisky

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

Wine

UK
Richard Harvey
+44 (0) 20 7468 5811
U.S.A.
Doug Davidson
+1 415 503 3363
HONG KONG
Daniel Lam
+852 3607 0004

UNITED KINGDOM

London
101 New Bond Street ●
London W1S 1SR
+44 20 7447 7447
+44 20 7447 7400 fax

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

South East England

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

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

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

Isle of Wight
+44 1983 282 228

Representative:
West Sussex
Jeff Burfield
+44 1243 787 548

South West England

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

Cornwall – Truro
36 Lemon Street
Truro
Cornwall
TR1 2NR
+44 1872 250 170
+44 1872 250 179 fax

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

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

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

Representatives:
Dorset
Bill Allan
+44 1935 815 271

East Anglia

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

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

Midlands

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

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

Yorkshire & North East England

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

North West England

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

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

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

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

Channel Islands

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

Representative:
Guernsey
+44 1481 722 448

Scotland

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

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

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

Wales

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

EUROPE

Austria - Vienna
Garnisonsgasse 4
1090 Vienna
+43 (0)1 403 00 01
vienna@bonhams.com

Belgium - Brussels
Boulevard
Saint-Michel 101
1040 Brussels
+32 (0)2 736 5076
+32 (0)2 732 5501 fax
belgium@bonhams.com

France - Paris
4 rue de la Paix
75002 Paris
+33 (0)1 42 61 1010
+33 (0)1 42 61 1015 fax
paris@bonhams.com

Germany - Cologne
Albertusstrasse 26
50667 Cologne
+49 (0)221 2779 9650
+49 (0)221 2779 9652 fax
cologne@bonhams.com

Germany - Munich
Maximilianstrasse 52
80538 Munich
+49 (0) 89 2420 5812
+49 (0) 89 2420 7523 fax
munich@bonhams.com

Ireland - Dublin
31 Molesworth Street
Dublin 2
+353 (0)1 602 0990
+353 (0)1 4004 140 fax
ireland@bonhams.com

Italy - Milan
Via Boccaccio 22
20123 Milano
+39 (0)2 4953 9020
+39 (0)2 4953 9021 fax
milan@bonhams.com

Italy - Rome
Via Sicilia 50
00187 Rome
+39 (0)6 48 5900
+39 (0)6 482 0479 fax
rome@bonhams.com

Netherlands - Amsterdam
De Lairessestraat 154
1075 HL Amsterdam
+31 20 67 09 701
+31 20 67 09 702 fax
amsterdam@bonhams.com

Spain - Madrid
Nuñez de Balboa no.4 - 1A
Madrid
28001
+34 91 578 17 27
madrid@bonhams.com

Switzerland - Geneva
Rue Etienne-Dumont 10
1204 Geneva
Switzerland
+41 76 379 9230
geneva@bonhams.com

Representatives:
Greece
Art Expertise
+30 210 3636 404

Marbella
James Roberts
+34 952 90 62 50
marbella@bonhams.com

Portugal
Filipa Rebelo de Andrade
+351 91 921 4778
portugal@bonhams.com

Russia
Marina Jacobson
+7 921 555 2302
russia@bonhams.com

NORTH AMERICA

USA

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

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

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

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

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

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

Southern California
Christine Eisenberg
+1 (949) 646 6560

Florida
+1 (305) 228 6600

Georgia
Mary Moore Bethea
+1 (404) 842 1500

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

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

Nevada
David Daniel
+1 (775) 831 0330

New Mexico
Leslie Trilling
+1 (505) 820 0701

Oregon
Sheryl Acheson
+1(503) 312 6023

Texas
Amy Lawch
+1 (713) 621 5988

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

CANADA

Toronto, Ontario ●
Jack Kerr-Wilson
20 Hazelton Avenue
Toronto, ONT
M5R 2E2
+1 (416) 462 9004
info.ca@bonhams.com

Montreal, Quebec
David Kelsey
+1 (514) 341 9238
info.ca@bonhams.com

SOUTH AMERICA

Argentina
Daniel Claramunt
+54 11 479 37600

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

ASIA

Hong Kong
Carson Chan
Suite 1122
Two Pacific Place
88 Queensway
Admiralty
Hong Kong
+852 2918 4321
+852 2918 4320 fax
hongkong@bonhams.com

Beijing
Hongyu Yu
Room A515
F/5 CDB International
Mansion
No. 16 Yongnan Dongli
Chaoyang District
Beijing 100022
+86(0) 10 6563 7799
+86(0) 10 6563 7788 fax
beijing@bonhams.com

Japan
Level 14 Hibiya Central Building
1-2-9 Nishi-Shimbashi
Minato-ku
Tokyo 105-0003
+81 (0) 3 5532 8636
+81 (0) 3 5532 8637 fax
tokyo@bonhams.com

Taiwan
37th Floor, Taipei 101 Tower
Nor 7 Xinyi Road, Section 5
Taipei, 100
+886 2 8758 2898
+886 2 8757 2897 fax
summer.fang@bonhams.com

AUSTRALIA

Sydney
76 Paddington Street
Paddington NSW 2021
Australia
+61 (0) 2 8412 2222
+61 (0) 2 9475 4110 fax
info.aus@bonhams.com

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

Representative:
Adelaide
James Bruce
+61 (0) 8 8232 2860

AFRICA

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Montpelier Street
Knightsbridge
London SW7 1HH
+44 (0) 20 7393 8900
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