

The background of the entire page is a classical landscape painting. It depicts a powerful volcanic eruption. In the center-right, a dark, conical volcano is shown with bright orange and yellow flames and smoke billowing from its summit. The smoke rises into a vast, turbulent sky filled with swirling clouds of grey, white, and fiery orange. In the foreground on the left, a large, gnarled tree trunk is visible, with a small figure of a person standing near its base, looking out towards the sea. The middle ground shows a body of water, likely a bay or harbor, with several small boats and a distant shoreline featuring some buildings. The overall color palette is dominated by the warm, fiery tones of the eruption, contrasted with the cooler blues and greys of the sky and water.

Bonhams

Old Master Paintings

Wednesday 30 April 2014
Knightsbridge, London

Old Master Paintings

Wednesday 30 April 2014 at 1pm
Knightsbridge, London

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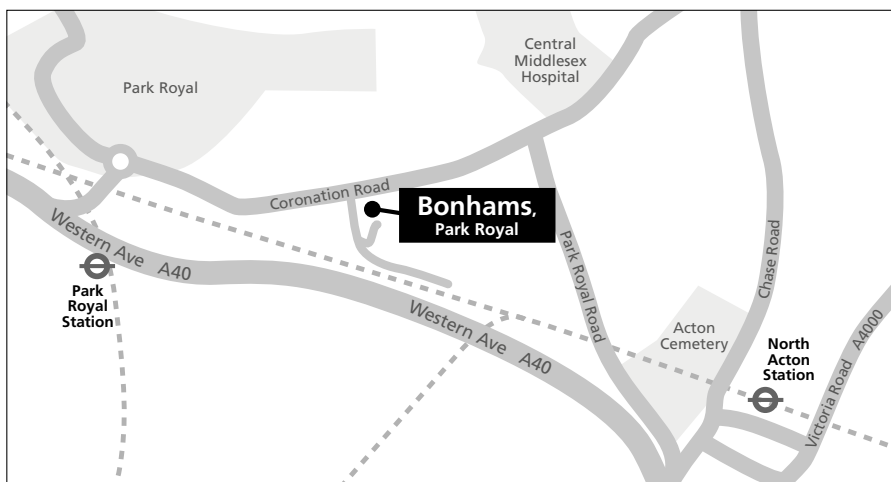
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1

1
Catalan School, 16th Century
An angel appearing to a prophet in a landscape
oil on panel with integral frame
53 x 56.2cm (20 7/8 x 22 1/8in).
£3,000 - 4,000
€3,600 - 4,800



2



3



4

2^W

School of Toledo, early 17th Century

Saint Anthony of Padua

oil on panel

127.2 x 70cm (50 1/16 x 27 9/16in).

£3,000 - 5,000

€3,600 - 6,000

PROVENANCE

Sale, Sotheby's, Olympia, 6 December 2005, lot 524

Sale, Tajan, Paris, 23 June 2008, lot 15

3

Circle of Alessandro di Cristofano Allori (Florence 1535-1607)

Portrait of a gentleman, three-quarter-length, in a black coat holding a letter

oil on panel

89.4 x 63.2cm (35 3/16 x 24 7/8in).

£6,000 - 8,000

€7,200 - 9,600

PROVENANCE

Sale, Farsettiarte, Prato, 30 October 2009, lot 134

4

Roman School, early 17th Century

Portrait of a gentleman, bust-length, in a black coat, within a painted oval

inscribed with the sitter's coat-of-arms and inscribed 'GNVM/*BONVM'

(on scroll, upper left)

oil on canvas

61 x 48.4cm (24 x 19 1/16in).

unframed

£1,000 - 1,500

€1,200 - 1,800



5

5

Italian School, 16th Century

Portrait of a bearded gentleman, bust-length, in a black coat and white ruff

oil on panel

47 x 37.8cm (18 1/2 x 14 7/8in).

unframed

bears inscription 'Ritratto/di un Giureconsulto Maceratese/del secolo decimosesto appartene/nuto alla rinomata Pinacoteca/de' Signori da Filicaja/ dipinto da Taddeo Zuccheri/nel 1560/38' (on a label on the reverse)

£1,500 - 2,000

€1,800 - 2,400

6

After Andrea del Sarto, 16th Century

The Madonna and Child with the Infant Saint John the Baptist

oil on panel

89.1 x 70.8cm (35 1/16 x 27 7/8in).

£3,000 - 4,000

€3,600 - 4,800

The present composition is after del Sarto's original, now in The Wallace Collection, London, with minor differences to the figure group and background.

7

English School, 1612

Portrait of a gentleman, said to be Alderman Rose Senior, of Salisbury, three-quarter-length, in black and red costume with a black hat

bears inscription and date 'Mr. Rose No. 1/Alderman of Salisbury/Father to Mr. Rose No.2' (upper left) and '.1612./ AEtatis suae. 72.' (upper right)

oil on panel

92 x 78.8cm (36 1/4 x 31in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

Sale, Christie's, London, 3 November 1950, lot 4

LITERATURE:

R. Strong, *The English Icon*, London, 1969, p. 212, no. 173



6



7



8



9

8

Barend Gael (Haarlem circa 1635-1698)

Figures on horseback before a country inn
signed 'Gael' (lower right)

oil on panel

19.2 x 24.2cm (7 9/16 x 9 1/2in).

£800 - 1,200

€960 - 1,400

9

French School, 17th Century

Portrait of a gentleman, half-length, in a black coat and white lawn collar, within a painted oval

oil on canvas

75 x 64.6cm (29 1/2 x 25 7/16in).

in an English 18th century carved frame

£2,000 - 3,000

€2,400 - 3,600



10

10

Circle of Isaac Vogelsang (Amsterdam 1688-1753 London)

Drovers resting with their flocks in an Italianate landscape

oil on canvas

40.2 x 48.5cm (15 13/16 x 19 1/8in).

£2,000 - 3,000

€2,400 - 3,600

11

Studio of Cornelis de Vos (Hulst 1585-1651 Antwerp)

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

oil on panel

68.9 x 55.5cm (27 1/8 x 21 7/8in).

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE

Sale, Sotheby's, London, 22 April 2009, lot 126



11



12



13

12

Circle of Bartholomeus Breenbergh (Deventer 1598-1657 Amsterdam)

Shepherds resting with their flocks in a river landscape, ruins beyond
oil on copper

14.7 x 19.7cm (5 13/16 x 7 3/4in).

£3,000 - 5,000

€3,600 - 6,000

13

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

The Crucifixion

oil on copper

35.1 x 23.6cm (13 13/16 x 9 5/16in).

£1,500 - 2,000

€1,800 - 2,400

The present painting is based on a composition by van Dyck known through many versions and copies. It comes closest to the larger version, on canvas, in the Museo di Capodimonte in Naples which came from the collection of Diego Sartorio. On the reverse of this painting there is an inscription in pencil which reads 'Sartorio 23/ 1624'.



14

14
 Johannes Urselincx (? circa 1598-1664 Amsterdam)
 Peasants in a landscape
 signed 'I.URSEL' (on fence, lower right)
 oil on panel
 42.5 x 63cm (16 3/4 x 24 13/16in).
 £6,000 - 8,000
 €7,200 - 9,600

15
 Dutch School, 17th Century
 The Baptism of Christ
 oil on panel, *tondo*
 25.8cm (10 3/16in). diameter
 £2,000 - 3,000
 €2,400 - 3,600



15



16



17

16^W

Circle of Michelangelo Merisi da Caravaggio (Caravaggio 1573-1610 Porto Ercole)

The Supper at Emmaus

oil on canvas

113 x 152cm (44 1/2 x 59 13/16in).

unframed

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

Private Collection, Europe

17

School of Ferrara, 16th Century

Ecce Homo

oil on panel

21.6 x 17.1cm (8 1/2 x 6 3/4in).

£1,500 - 2,000

€1,800 - 2,400



18

18^W

Circle of Bartolomé Esteban Murillo (Seville 1618-1682)

The Birth of the Virgin

oil on canvas

111.4 x 153.2cm (43 7/8 x 60 5/16in).

£2,000 - 3,000

€2,400 - 3,600

19

After Andrea del Sarto, 17th Century

Christ in Prayer

oil on panel

49 x 35.5cm (19 5/16 x 14in).

£3,000 - 5,000

€3,600 - 6,000

The present composition is after del Sarto's original in the Church of Santissima Annunziata, Florence.



19



20



21

20

Venetian School, 16th Century

The Mystic Marriage of Saint Catherine

oil on panel

50.4 x 63.5cm (19 13/16 x 25in).

£7,000 - 10,000

€8,400 - 12,000

21

Circle of Girolamo Muziano (Acquafredda 1532-1592 Rome)

Saint Jerome contemplating a crucifix

oil on panel

95 x 64.7cm (37 3/8 x 25 1/2in).

£5,000 - 7,000

€6,000 - 8,400

The central figure and crucifix in the present painting are influenced by those in Girolamo Muziano's work, now in the Pinacoteca, Bologna. A copy in reverse (c. 76 x 54cm) was offered at Christie's, Rome, 13 April 1989, lot 137.



22

22^W

Studio of Sebastiano Florigerio (Conegliano Veneto
1510-circa 1564 Udine)

The Entombment

oil on canvas

134 x 150cm (52 3/4 x 59 1/16in).

unframed

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

Private Collection, Europe

A version of the present composition, by Sebastiano
Florigerio, was offered for sale at Semenzato, Venice, 27
May 1986, lot 66.

23

Italian School, 17th century

The Madonna and Child

oil on canvas

45.2 x 37cm (17 13/16 x 14 9/16in).

£2,000 - 3,000

€2,400 - 3,600



23



24



25

24

Bonaventura Peeters the Elder (Antwerp 1614-1652 Hoboken)

Figures laundering clothes in a landscape

signed 'BPE***' (on rock, lower right)

oil on panel

34.2 x 55.5cm (13 7/16 x 21 7/8in).

panel maker's mark 'LS' (on the reverse)

£2,000 - 3,000

€2,400 - 3,600

25

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

The Adoration of the Magi

oil on panel

43.4 x 29.8cm (17 1/16 x 11 3/4in).

£2,000 - 3,000

€2,400 - 3,600



26

26

Caspar van Eyck (Antwerp 1613-1673 Brussels)

Port scene, with an artist, possibly van Eyck, painting seated in a small boat

oil on canvas

79.2 x 119.4cm (31 3/16 x 47in).

£2,000 - 3,000

€2,400 - 3,600

27*

Circle of Cornelius Buys II (Alkmaar circa 1500-1546)

Portrait of a lady, bust-length, in a red robe

oil on panel

23.5 x 21.4cm (9 1/4 x 8 7/16in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

Possibly with Galerie Dr. Benedict & Co., Berlin

Barbara S. Schlenker, Chicago, Illinois and Fresoil, Michigan (acquired in Cologne before 1942)

Acquired from the above by the present owner

The present painting is sold with a certificate from Dr. M. J. Friedlander, dated 30 September 1932, giving an attribution to Cornelius Buys the Younger.



27



28

28^W

Felipe Ramirez (active Seville, 17th Century)

Christ as the Man of Sorrows

signed and dated 'Philippe Ramirez/faci. 1631 (lower left)
oil on canvas

165 x 109.5cm (64 15/16 x 43 1/8in).

£8,000 - 12,000

€9,600 - 14,000

PROVENANCE

Baron de Zerezo de Tejada

Mrs van Wilgen de Zerezo

Mrs van Wilgen Glaveny

Baronne de Moffart, Kasteel "Het Hammel", Lummen, Belgium

Private Collection, Belgium, 1942/3 by whom offered

Sale, Christie's, London, 29 May 1992, lot 315, where purchased by the
present owner's late father (for £20,000)

LITERATURE

D. Angulo Iniguez, *Ars Hispaniae*, XV, 1971, p. 24

D. Angulo Iniguez and A. E. Perez Sanchez, *Historia de la Pintura Espanola. Escuela Toledana de la primera Mitad del Siglo, XVII*, 1972, p. 108, no. 1, and pl. 76

J. Camon Aznar, *Summa Artis*, XXV, *La Pintura Espanola del Siglo XVII*, 1977, pp. 207-8

A. E. Perez Sanchez, exhibition catalogue, *Pintura Espanola de Bodegones y Floreros de 1600 a Goya* Museo del Prado, Madrid, November 1983- January 1984, p. 216

A. E. Perez Sanchez, *La Nature Morte Espagnole du XVIIe siecle a Goya*, 1987, p. 24

A. E. Perez Sanchez, exhibition catalogue, *Du Greco a Goya. Chefs-d'oeuvre du Prado et de collections espagnoles*, Musee d'Art et d'Histoire, Geneva, June-September 1989, p. 42

A. E. Perez Sanchez, exhibition catalogue, *Pintura Espanola de Bodegones y Floreros* National Museum of Western Art, Tokyo, February-April 1992 and Nagoya City Art Museum, April-May 1992, p. 92



29

29

The Master of the Antwerp Adoration, circa 1540

The Massacre of the Innocents; and Mary Salome and Zebedee, with their children, James the Greater and John the Evangelist
oil on panel, one a fragment

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

unframed

£7,000 - 10,000

€8,400 - 12,000

PROVENANCE

Private Collection, Europe



29

We are grateful to Peter van den Brink for confirming that these panels are by The Master of the Antwerp Adoration from photographs. He has partly reconstructed the Maryan Altarpiece of which these are a part (see: P. van den Brink, 'A shattered jigsaw puzzle: On a partly reconstructed Altarpiece by the Master of the Antwerp Adoration', Wallraf-Richartz Jahrbuch, 2007, pp. 161-80).



30



31

30

School of Constance, circa 1450

The Crucifixion; The Immaculate Conception; The Pietà; Saint Francis;

and The Mass of Saint Gregory

oil on linen laid down on board

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

unframed

£5,000 - 7,000

€6,000 - 8,400

PROVENANCE

Private Collection, Europe

31*

After Francesco di Gentile da Fabriano, 19th Century

Saint Mary Magdalen

oil on gold-ground panel, shaped top

154.9 x 43cm (61 x 16 15/16in).

£2,500 - 3,500

€3,000 - 4,200

PROVENANCE

Sale, Christie's, New York, 10 October 1990, lot 130, where purchased by the present owner

The present composition is a detail after Gentile da Fabriano's polyptych for Valle Romita, now in the Pinacoteca di Brera, Milan.



32

32

Florentine School, 19th Century

The Madonna and Child with Saint Dominic and a female martyr Saint
oil on gold-ground panel

39 x 30cm (15 3/8 x 11 13/16in).

£3,000 - 5,000

€3,600 - 6,000

33

Follower of Pseudo Pier Francesco Fiorentino (active Florence, circa 1460-circa 1500)

The Madonna and Child

oil and gold leaf on panel

47.2 x 31cm (18 9/16 x 12 3/16in).

£5,000 - 7,000

€6,000 - 8,400

The present composition exists in a number of versions attributed to the Pseudo Pier Francesco Fiorentino and his circle, with the addition of two angels on the left.

34

Attributed to Pacino di Buonaguido (Florence circa 1280-1340)

The Madonna and Child enthroned surrounded by Saints

oil on gold-ground panel, shaped top

43.5 x 27.1cm (17 1/8 x 10 11/16in).

£5,000 - 7,000

€6,000 - 8,400



33



34



35



36

35

Workshop of Hendrick van Balen (Antwerp 1575-1632)

Venus and Adonis in an extensive landscape

oil on panel

16.5 x 43.1cm (6 1/2 x 16 15/16in).

£800 - 1,200

€960 - 1,400

36

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



37

37

Circle of Gillis van Coninxloo III (Antwerp 1544-1607 Amsterdam)

A wooded river landscape with a horseman before a watermill

oil on panel

25.5 x 33.5cm (10 1/16 x 13 3/16in).

£3,000 - 5,000

€3,600 - 6,000

38

Circle of Abraham Teniers (Antwerp circa 1629-1670)

Monkeys playing cards, smoking and drinking

oil on panel, tondo

26.8cm (10 9/16in). diameter

£1,500 - 2,000

€1,800 - 2,400



38



39



40

39

**Workshop of Frans Francken the Younger (Antwerp 1581-1642),
18th Century**

The Triumph of Neptune and Amphitrite

oil on copper

57.2 x 74.5cm (22 1/2 x 29 5/16in).

£2,000 - 3,000

€2,400 - 3,600

The present composition is a workshop version after Francken's original, which was with Kunsthandel Frye and Sohn, Munster.

40

Attributed to Cornelis de Bailleur (Antwerp 1607-1671)

The Adoration of the Magi; and The Road to Calvary

a pair, oil on copper

35.3 x 27.6cm (13 7/8 x 10 7/8in). (2)

£4,000 - 6,000

€4,800 - 7,200



41

41
Follower of David Teniers the Younger (Antwerp 1610-1690
Brussels)

Figures fishing in a landscape with a castle in the distance
oil on panel

17.2 x 22.4cm (6 3/4 x 8 13/16in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

Major H. R. M. Porter

With Agnews, London, where purchased by the present owner



40



42



43



44

42

Roman School, 17th Century

A philosopher

oil on canvas

96.5 x 77.6cm (38 x 30 9/16in).

£4,000 - 6,000

€4,800 - 7,200

43

Italian School, 17th Century

The Holy Family with the Infant Saint John the Baptist

oil on canvas

48.8 x 38.5cm (19 3/16 x 15 3/16in).

£800 - 1,200

€960 - 1,400

A similar composition can be seen in a painting from the Italian School, now at York City Art Gallery.

44

Follower of Sebastiano del Piombo (Venice circa 1485-1547 Rome)

Saint Bartholomew

oil on panel

67.1 x 52.7cm (26 7/16 x 20 3/4in).

£5,000 - 7,000

€6,000 - 8,400



45

45
After Andrea Solario, 18th Century
 The Madonna and Child
 oil on panel
 61.2 x 52.2cm (24 1/8 x 20 9/16in).
 £3,000 - 5,000
 €3,600 - 6,000

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



46

46
Italian School, 17th Century
 The Holy Family
 oil on canvas laid down on board
 71.5 x 54.7cm (28 1/8 x 21 9/16in).
 unframed
 £2,000 - 3,000
 €2,400 - 3,600

47
Circle of Francisco Pacheco (Sanlúcar de Barrameda 1564-1644 Seville)
 Portrait of a gentleman, bust-length, in a black coat and white collar
 oil on canvas
 51.2 x 36cm (20 3/16 x 14 3/16in).
 £4,000 - 6,000
 €4,800 - 7,200



47



48



49

48^W

After Antonio Allegri, called il Correggio, 19th century

The Mystic Marriage of Saint Catherine

oil on canvas

107 x 105.7cm (42 1/8 x 41 5/8in).

£2,000 - 3,000

€2,400 - 3,600

The present composition is after the original by Correggio, now in Musée du Louvre, Paris.

49

Follower of Girolamo Macchietti (Florence 1535-1592)

The Madonna and Child surrounded by angels, with Saint Peter and a

Female Saint

oil on canvas

117.3 x 76.2cm (46 3/16 x 30in).

£3,000 - 5,000

€3,600 - 6,000



50

50

School of Carracci, 17th Century

The Lamentation

oil on copper

22.7 x 29.2cm (8 15/16 x 11 1/2in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE

Sale, Sotheby's, Olympia, 31 October 2006, lot 144, where purchased by the present owner

51

Bolognese School, circa 1620

Saint John the Baptist before the Madonna and Child surrounded by angels

oil on canvas

64.9 x 47.6cm (25 9/16 x 18 3/4in).

unframed

£1,000 - 1,500

€1,200 - 1,800



51



52



53

52

Circle of Abel Grimmer (Antwerp 1570-circa 1619)

Figures ice-skating in a winter landscape

oil on panel

68.1 x 80cm (26 13/16 x 31 1/2in).

£3,000 - 5,000

€3,600 - 6,000

53

Circle of Willem Key (Breda circa 1515-1568 Antwerp)

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

oil on panel

51.8 x 39.8cm (20 3/8 x 15 11/16in).

unframed

£1,000

€1,200

54

Studio of David Vinckboons (Malines 1576-1629 Amsterdam)

Saint John the Baptist preaching in the Wilderness

oil on panel

44 x 65cm (17 5/16 x 25 9/16in).

£6,000 - 8,000

€7,200 - 9,600

PROVENANCE

Sale, Dorotheum, Vienna, 21 September 1971 (as Vinckboons, sold for 40,000 shillings)

Sale, Sotheby's, London, 24 April 2008, lot 340 (as Studio of David Vinckboons)



54

55

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

€8,400 - 12,000

We are grateful to Sir John Guinness for informing us that the present portrait was lot 12 in the sale at Christie's of the late Lady Mordaunt, when it was called Sir L'Estrange Mortdaunt. However, the latter's dates – 1572-1627 – do not fit with the inscription on the portrait recently sold by Christie's, whereas they do fit for Sir Thomas Monson, as suggested in our catalogue entry.

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.



55



56



56

56

English School, circa 1670

Portraits of the four children of James Fortrye II, bust-length, within painted ovals

a set of four, oil on canvas

30.6 x 26.6cm (12 1/16 x 10 1/2in). (4)

£8,000 - 12,000

€9,600 - 14,000

James Fortrye II lived at Wombwell Hall, Kent with his wife and four children until his death in 1674. He inherited the property from his mother, who had purchased it from Thomas Wombwell, and rebuilt the house in 1663.



56



56



57



58

57

German School, 17th Century

A scene from the Old Testament, possibly Queen Esther and Haman
oil on copper

11.6 x 14.6cm (4 9/16 x 5 3/4in).

£700 - 1,000

€840 - 1,200

58

Dutch School, circa 1700

The Crucifixion

signed with initials 'P.v.W.' (lower centre)

oil on canvas

116.5 x 86.3cm (45 7/8 x 34in).

unframed

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

Private Collection, Europe



59

59

Egbert van Heemskerck the Younger (Haarlem circa 1676-1744 London)

A Quakers' meeting

oil on canvas

61 x 78.4cm (24 x 30 7/8in).

£2,500 - 3,500

€3,000 - 4,200

Heemskerck continued the Dutch tradition of peasant paintings but also had a particular penchant for humorous social scenes, such as this representation of a Quaker meeting house. The cause for mirth here would not be as apparent to modern audiences as it was in the 17th century when a woman preaching seemed to many people something of an absurdity.

60

Adriaen Pietersz. van de Venne (Delft 1589-1662 The Hague)

The Banquet of Herod, with the Dance of Salome

remains of signature 'A*en**' (lower centre)

oil on panel, *en grisaille*

63 x 48.2cm (24 13/16 x 19in).

£2,000 - 3,000

€2,400 - 3,600



60



61



62

61

Marc Baets (active Antwerp, 18th Century)

Figures resting on the banks of a river

oil on panel

25.3 x 35.4cm (9 15/16 x 13 15/16in).

£2,500 - 3,500

€3,000 - 4,200

62

French School, circa 1700

A market scene with a gentleman buying turnips

oil on canvas

57 x 44cm (22 7/16 x 17 5/16in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

Sale, Sotheby's, Olympia, 1 November 2005, lot 43, where purchased by the present owner



63

63

After David Teniers the Younger, circa 1700

Figures at a table making music

oil on panel, a fragment

18.5 x 24cm (7 5/16 x 9 7/16in).

£1,000 - 1,500

€1,200 - 1,800

The present composition is a detail after Teniers's original, now in the Musée du Louvre, Paris.

64

Circle of Dominicus van Tol (Bodegraven 1635-1676 Leiden)

A kitchen interior

oil on panel

47.4 x 39.2cm (18 11/16 x 15 7/16in).

£2,000 - 3,000

€2,400 - 3,600

The present work is after Gerrit Dou's original, now in the Alte Pinakothek, Munich. Another version of this composition, signed by Dominicus van Tol, was offered at Hotel Drouot, Paris, 17 December 1983, lot 19.



64



65



66

65^W

Circle of Sir Peter Paul Rubens (Siegen 1577-1640 Antwerp)

Roxanne and Alexander the Great

oil on canvas

144.4 x 162.2cm (56 7/8 x 63 7/8in).

unframed

£5,000 - 8,000

€6,000 - 9,600

The present composition is after a lost original by Rubens. There are numerous versions, copies and studio works known; for example in the Staatliche Schlösser und Gärten Würzburg, Oranienbaum and the Israel Museum, Jerusalem.

66

Pieter Lisaert (Antwerp 1574-circa 1604)

The Annunciation

oil on copper

41.5 x 33.1cm (16 5/16 x 13 1/16in).

£4,000 - 6,000

€4,800 - 7,200

Lisaert has repeated this subject on several occasions.



67

67

After Sir Peter Paul Rubens, 17th Century

Drovers and cattle on a country path, before an open landscape
oil on panel

64.5 x 99cm (25 3/8 x 39in).

unframed

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

Private Collection, Europe

The present painting is derived from an original composition by Sir Peter Paul Rubens and Cornelis Saftleven, formerly in the Fairfax-Lucy Collection, sold at Christie's, London, June 1945, lot 36 (bought by William Hallsborough) and whereabouts unknown at present (see: M. Jaffe, *Rubens* (Milan, 1989), cat no. 992).

68

Attributed to Simon de Vos (Antwerp 1603-1676)

The Death of a Franciscan monk

oil on copper

33.4 x 27.2cm (13 1/8 x 10 11/16in).

£1,800 - 2,500

€2,200 - 3,000

PROVENANCE

Sale, Bonhams, London, 14 June 2006, lot 70, where purchased by the present owner



68



69



70

69

**Follower of Nicolaes Pietersz. Berchem (Haarlem 1620-1683
Amsterdam)**

Rachel and Laban

oil on canvas

47.6 x 72.8cm (18 3/4 x 28 11/16in).

£2,500 - 3,500

€3,000 - 4,200

70

Circle of Lorenzo di Credi (Florence circa 1459-1537)

The Madonna and Child, seated in a *loggia* before an open landscape
oil on panel

52.8 x 36.8cm (20 13/16 x 14 1/2in).

£4,000 - 6,000

€4,800 - 7,200

PROVENANCE

Mr and Mrs R. Flagg, by whom given to Milwaukee Art Museum in 1988
Sale, Christie's East, New York, 29 May 2001, lot 120

The figures of the Madonna and Child are based on Credi's original
composition in The Vatican Pinacoteca with differences in the
background and to the Madonna's clothing.



71

71

Attributed to Lambert Sustris (Amsterdam 1515-1595)

An infant holding a tambourine

oil on canvas

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

unframed

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE:

Private Collection, Europe

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

72

Netherlandish School, 16th Century

The Pietà

oil on panel

98.2 x 80.3cm (38 11/16 x 31 5/8in).

unframed

£8,000 - 12,000

€9,600 - 14,000

PROVENANCE

Engländer Collection, The Hague, 1936

LITERATURE

G. T. Faggin, 'Jan Van Amstel', in *Paragone*, no. 175, Milan, 1964, p. 50, ill. fig. 38 (as Bernard van Orley)

The present lot loosely follows an engraving by Marcantonio Raimondi after Raphael published early in the 16th Century.



72



73



74

73

Bolognese School, 17th Century

Saint Francis in the Wilderness with putti; and The Penitent Magdalen in the Wilderness with putti

a pair, oil on copper

12.5 x 29.6cm (4 15/16 x 11 5/8in). (2)

£2,000 - 3,000

€2,400 - 3,600



73

74
 Circle of Agostino Buonamico, called Agostino Tassi (Perugia circa
 1579-1644 Rome)
 Figures on horseback before a village; and Drovers with their herd before
 a river, a hilly landscape beyond
 a pair, oil on panel, *tondi*
 24.5cm (9 5/8 in.) diameter (2)
 £1,500 - 2,000
 €1,800 - 2,400



74



75



76

75

Circle of Lucas Smout the Younger (Antwerp 1671-1713)

Fishermen preparing their catch in a busy harbour

indistinctly signed 'T***' (lower right)

oil on canvas

41.7 x 57.8cm (16 7/16 x 22 3/4in).

£2,000 - 3,000

€2,400 - 3,600

A similar composition was offered in these rooms, 2 May 2012, lot 207.

76^W

Flemish School, 17th Century

Saint Andrew

oil on canvas

117.6 x 93.2cm (46 5/16 x 36 11/16in).

£2,500 - 3,500

€3,000 - 4,200

The present composition is based on an engraving by Hendrick Goltzius.



77

77

Pieter Bout (Brussels 1658-1719)

Travellers on a country path, before a river landscape
oil on panel

32.6 x 46.2cm (12 13/16 x 18 3/16in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

The Collection of Joseph Willmann and Anna Ronca, Lucerne, no. 126
(according to label on reverse)

78^W

Flemish School, 17th Century

Saint Bartholomew

oil on canvas

117.6 x 93.2cm (46 5/16 x 36 11/16in).

£2,500 - 3,500

€3,000 - 4,200

The body of Saint Bartholomew is based on an engraving by Hendrick Goltzius with obvious differences in the position of the head.



78



79

79

Jacob van Toorenvliet (Leiden circa 1635-1719)

A man giving alms to a woman, with a landscape beyond
oil on canvas laid down on panel

25.2 x 31.2cm (9 15/16 x 12 5/16in).

£2,500 - 3,500

€3,000 - 4,200

A signed drawing by Toorenvliet, of this subject, can be seen in the
Rijksprentenkabinet, Amsterdam.

80

Jan Olis (Gorinchem circa 1610-1676 Heusden)

Portrait of a gentleman, bust-length, in a brown cloak and hat; and
Portrait of a lady, bust-length, in a brown fur-trimmed cloak

a pair, oil on panel, ovals

50 x 36.6cm (19 11/16 x 14 7/16in). (2)

£4,000 - 6,000

€4,800 - 7,200



80



81

81

Jacob van Spreeuwen (Leiden circa 1611-after 1650)

Job with his wife and other figures

indistinctly signed and dated '1630' (lower left)

oil on panel

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

£3,000 - 5,000

€3,600 - 6,000

We are grateful to Professor Werner Sumowski for confirming the attribution to van Spreeuwen on the basis of a colour photograph.



80



82



83

82

Follower of Pieter Nolpe (Amsterdam 1613-1653)

A river landscape with figures in a ferry
oil on panel

35.4 x 55.4cm (13 15/16 x 21 13/16in).

£1,800 - 2,500

€2,200 - 3,000

PROVENANCE

Sale, Christie's, South Kensington, 26 April 2006, lot 35 (sold for £3800),
where purchased by the present owner

83

French School, 17th Century

The Madonna and Child with Saint Catherine
oil on canvas

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

unframed

£3,000 - 5,000

€3,600 - 6,000



84

84

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

Cattle and goats drinking at a stream

oil on copper, oval

16.3 x 20.2cm (6 7/16 x 7 15/16in).

£1,000 - 1,500

€1,200 - 1,800

85

Attributed to Dirck Dircksz. van Santvoort (Amsterdam 1610-1680)

Portrait of a lady, seated, three-quarter-length, in a black dress with a white ruff and lace cuffs

inscribed 'AETATIS.24/Ao**' (centre right)

oil on canvas

52.8 x 43.6cm (20 13/16 x 17 3/16in).

£2,000 - 3,000

€2,400 - 3,600



85



86



87

86

Attributed to Evert Oudendyck (active Haarlem 1646-1690)

Elegant figures on horseback on a country path

oil on canvas

53.7 x 64cm (21 1/8 x 25 3/16in).

£1,500 - 2,000

€1,800 - 2,400

The present composition can be compared to a signed work that was exhibited at the Alan Jacobs Gallery, London, in Spring 1972.

87

Circle of Cornelis Pietersz. Bega (Haarlem circa 1631-1664)

Two figures drinking in an interior

oil on panel

30.4 x 23.4cm (11 15/16 x 9 3/16in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE

Sale, Hampel, Munich, 8 December 2006, lot 466

Sale, Christie's, South Kensington, 10 July 2009, lot 72

Sale, Christie's, South Kensington, 9 March 2010, lot 452, where purchased by the present owner



88

88

Circle of Cornelis de Bie (Lier 1621-1654)

Figures on the banks of a stream, before an inn
oil on panel

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

£800 - 1,200

€960 - 1,400

89

Follower of Adriaen Jansz. van Ostade (Haarlem 1610-1685)

An old lady at a window holding a pitcher and a glass
oil on panel

22.4 x 17.8cm (8 13/16 x 7in).

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE

Sale, Lempertz, Cologne, 6 December 1932, lot 584 (as by A. van Ostade)

Sale, Helbing, Frankfurt, 11 December 1934, lot 63 (as by A. van Ostade)

Colonel E.L. Bull, 1939 (according to an old label on the reverse)

Sale, Sotheby's, Olympia, 25 April 2006, lot 280, where purchased by the present owner

EXHIBITED

Galerie Hans Bemmman, Dusseldorf, *Alte Meister Deutsche und Französische Kunst des 19 Jahrhunderts*, 1927

A tentative attribution has been suggested to Nicolaes van Haeften. A picture of this type is listed, as by Ostade but without measurements or medium, by Hofstede de Groot as in the collection of Count Sergei Stroganoff, St. Petersburg (see: C. Hofstede de Groot, *A catalogue raisonne of the works of the most eminent Dutch painters of the 17th century*, London, 1910, vol.III, p. 159, cat. no. 59).



89



90

90

English School, 17th Century

Portrait of Mary, Queen of Scots, bust-length, in a pearl headdress
inscribed 'Dae Marie Stuwart Roy*e de France et d'Escosse tresp'd. 1587'
(upper centre)

oil on panel

67 x 52.3cm (26 3/8 x 20 9/16in).

£7,000 - 10,000

€8,400 - 12,000

The present painting is based on an engraving of Mary Queen of Scots,
possibly after Pieter van der Heyden (see: National Portrait Gallery, ref.
D25056).



91

91

English School, 17th Century

Portrait of Queen Elizabeth I, bust-length in a fur-trimmed robe and a pearl headdress

bears inscription 'Da Elisabeth Royne D'Angleterre. Anno 1587' (upper centre)

oil on panel

67.2 x 52.3cm (26 7/16 x 20 9/16in).

£7,000 - 10,000

€8,400 - 12,000

The head of Queen Elizabeth comes closest to an engraving by Hieronymus Wierix published at some point before 1603, although there are differences in her costume.



92



93

92^W

Follower of Alessandro Magnasco, called Lissandrino (Genoa 1667-1749)

An extensive wooded landscape with a hermit, travellers and other figures by a river with a bridge

oil on canvas

116 x 146cm (45 11/16 x 57 1/2in).

£4,000 - 6,000

€4,800 - 7,200

PROVENANCE

Sale, Christie's, London, 8 July 1983, lot 22 (as Alessandro Magnasco)

Sale, Christie's, London, 2 November 2001, lot 89

Sale, Christie's, London, 11 December 2005, lot 131

93

Genoese School, 17th Century

A female saint

oil on canvas

109.8 x 98.2cm (43 1/4 x 38 11/16in).

£8,000 - 12,000

€9,600 - 14,000

The present painting is sold with an expertise by Camillo Manzitti attributing the work to Bernardo Strozzi (Genoa 1591-1644).



94

94
 Attributed to Bernardino Nocchi (Lucca 1741-1812 Rome)
 Joseph and Potiphar's wife
 oil on canvas
 64.2 x 90.2cm (25 1/4 x 35 1/2in).
 £5,000 - 7,000
 €6,000 - 8,400

95
 Genoese School, 17th Century
 Saint Sebastian
 oil on canvas
 46.3 x 38cm (18 1/4 x 14 15/16in).
 £3,000 - 5,000
 €3,600 - 6,000



95



96



97

96

Carel van Falens (Antwerp 1683-1733 Paris)

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

oil on copper

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

£4,000 - 6,000

€4,800 - 7,200

PROVENANCE

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

97

Attributed to Christian Wilhelm Ernst Dietrich (Weimar 1712-1774 Dresden)

Head of a peasant in a black cap and neckerchief

oil on panel

20.8 x 17.6cm (8 3/16 x 6 15/16in).

bears inscription 'Christian Willm Dietrich' (on the reverse)

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE

Henry Aldrich, Orrell Lodge, Malvern (according to an old hand-written label on the reverse)

Sale, Christie's, South Kensington, 23 April 2008, lot 107, where purchased by the present owner



98

98^W

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 - 7,200

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

99

Jacob van Toorenvliet (Leiden circa 1635-1719)

A rabbi, bust-length, with a Torah in his right hand

oil on panel

11.2 x 8.7cm (4 7/16 x 3 7/16in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE

Sale, Christie's, South Kensington, 11 July 2011, 2008, lot 29, where purchased by the present owner



99



100



101

100

Circle of Gabriele Bella (Venice 1730-1799)

Figures of the *Commedia dell'Arte* in a village; and An Italianate capriccio

with figures of the *Commedia dell'Arte*

a pair, oil on canvas laid down on board

67.8 x 88.5cm (26 11/16 x 34 13/16in). (2)

£5,000 - 8,000

€6,000 - 9,600

101

After Tiziano Vecellio, called Titian, 18th Century

Venus

oil on panel with extensions on all four sides

67.5 x 52.5cm (26 9/16 x 20 11/16in).

£1,500 - 2,000

€1,800 - 2,400

The present composition is after a detail from Titian's larger painting of *Venus Blindfolding Cupid*, now in the Galleria Borghese, Rome.



100

102

Florentine School, 17th Century

Portrait of a lady, bust-length, in a lace-trimmed dress and pearl earrings and necklace, holding a mirror

oil on canvas

64.3 x 52.6cm (25 5/16 x 20 11/16in).

£2,000 - 3,000

€2,400 - 3,600



102



103



104



105

103

Venetian School, 17th Century

The Supper at Emmaus

oil on canvas

105 x 89.5cm (41 5/16 x 35 1/4in).

£2,000 - 3,000

€2,400 - 3,600

104

Attributed to Jan Cossiers (Antwerp 1600-1671)

Portrait of a boy playing the pipes

oil on panel

64.3 x 47.9cm (25 5/16 x 18 7/8in).

£2,000 - 3,000

€2,400 - 3,600

105

Circle of Claude Vignon (Tours 1593-1670 Paris)

Saint Bartholomew

oil on canvas

84.2 x 67.5cm (33 1/8 x 26 9/16in).

£8,000 - 12,000

€9,600 - 14,000



106

106*

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 - 22,000

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.



107

107

Attributed to Robert Walker (? circa 1607-circa 1658 London)

Portrait of a gentleman, bust-length, in armour, within a painted oval

oil on canvas

71.3 x 59.1cm (28 1/16 x 23 1/4in).

£4,000 - 6,000

€4,800 - 7,200



108

108

Flemish School, 17th Century

Portrait of an elderly gentleman, half-length, with hands clasped in prayer before a crucifix

inscribed and dated 'Aetatis suae 99/Ao 1645' (upper right)

oil on panel

63.6 x 47.2cm (25 1/16 x 18 9/16in).

in a carved frame

£7,000 - 10,000

€8,400 - 12,000

PROVENANCE

Charles T. D. Crews of London and Billingbear Park, Berks

His sale, Christie's, London, 1 July 1915, lot 80 (as A. van Dyck), where purchased by Arthur Coates and thence by descent to the present owner



109

109

French School, circa 1700

Figures standing near a river, a walled town in the distance

oil on panel, *tondo*

15.5cm (6 1/8in) diameter

£1,200 - 1,800

€1,400 - 2,200

110

Jan Frans van Bloemen, called Orizzonte (Antwerp 1662-1749 Rome)

An Italianate landscape with classical figures conversing and a village beyond

oil on canvas

62.9 x 74.3cm (24 3/4 x 29 1/4in).

£3,000 - 5,000

€3,600 - 6,000



110



111

111
French School, late 17th Century
 The Mystic Marriage of Saint Catherine
 oil on panel, *tondo*
 52.8 cm (20 13/16 in). diameter
 £2,000 - 3,000
 €2,400 - 3,600

112
Circle of Jean François Millet (Antwerp 1642-1679 Paris)
 Figures by a lake before a villa, a mountainous landscape beyond
 oil on canvas
 38.6 x 51.6 cm (15 3/16 x 20 5/16 in).
 £1,500 - 2,000
 €1,800 - 2,400

PROVENANCE
 Given to Alice Brackenbury by her husband, Richard, December 1830
 (according to an inscription on the reverse)



112



113



113



114

113

Joannes Philippus Spalthoven (Antwerp active, circa 1700-circa 1724)

Drovers resting with their livestock on the banks of a lake, an Italianate landscape beyond; Figures and a wagon on a country path the former signed and dated 'JP. Spalthoff/ 1722' (lower right) and the latter signed and dated 'JP. Spalthoff/ 1722' (lower left) a pair, oil on canvas

71.2 x 91.5cm (28 1/16 x 36in). (2)

£5,000 - 7,000

€6,000 - 8,400

114

Jan Wubbels (Lingen circa 1743-1791 Amsterdam)

A *wijdship* and a Dutch man o' war in a breeze offshore oil on panel

40.1 x 47.4cm (15 13/16 x 18 11/16in).

£6,000 - 8,000

€7,200 - 9,600

PROVENANCE

George Grey, 7th Earl of Stamford

Thence by descent to Sir John Foley Grey, Bart. (1893-1938), Enville Hall, Stourbridge

His sale, Christie's, London, 15 June 1928, lot 117 (as W.van de Velde)

With Arthur Tooth & Sons Ltd., London



115



116

115
Johann Georg Trautmann (Zweibrücken 1713-1769 Frankfurt-am-Main)

Fire raging across a town at night
oil on canvas

22 x 27cm (8 5/8 x 10 5/8in).

£600 - 800

€720 - 960

116
Attributed to Giuseppe Nogari (Venice 1699-1763)

Archimedes

oil on canvas

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

£2,500 - 3,500

€3,000 - 4,200

PROVENANCE

Private Collection, Berlin

Sale, Lempertz, Cologne, 22 May 2004, lot 1110

Private Collection, Italy



117

117^W

Studio of Claude Vignon (Tours 1593-1670 Paris)

A warrior presented with a sword

oil on canvas

94.5 x 120cm (37 3/16 x 47 1/4in).

unframed

£3,000 - 5,000

€3,600 - 6,000

PROVENANCE

Private Collection, Europe

118

Follower of Sir Peter Paul Rubens (Siegen 1577-1640 Antwerp)

Saint Paul

oil on panel

46.5 x 34.2cm (18 5/16 x 13 7/16in).

£2,000 - 3,000

€2,400 - 3,600

The present composition is after a detail in Rubens's original, now in the Museo del Prado, Madrid.



118



119



120

119

Circle of Anthonie Palamedesz. (Delft 1601-1673 Amsterdam)

A military encampment

oil on panel

38.5 x 50cm (15 3/16 x 19 11/16in).

£3,000 - 5,000

€3,600 - 6,000

PROVENANCE

Madeleine Schaubroek, Brussels

Her sale, Galerie Giroux, Brussels, 3 - 5 May 1927, lot 353 (as attributed to Esaias van de Velde)

Sale, De Vuyst, Lokeren, 17 February 1979, lot 21 (as by W.C. Duyster)

Sale, Christie's, Amsterdam, 7 December 1982, lot 158 (as by E. van de Velde)

Sale, Lempertz, Cologne, 19 November 1987, lot 122 (as by N. Ravesteyn the Younger)

Sale, De Vuyst, Lokeren, 25 February 1989, lot 413

Sale, Sotheby's, London, 12 July 2001, lot 182

LITERATURE

G. Keyes, *Esaias van den Velde 1587-1630*, Doornspijk, 1984, p. 195, cat. no. rej. 13 (under rejected works)

120

Follower of Rembrandt Harmensz. van Rijn (Leiden 1606-1669 Amsterdam)

A woman weeping

oil on panel

23.5 x 18cm (9 1/4 x 7 1/16in).

£2,000 - 3,000

€2,400 - 3,600

The present painting is after the work, of similar dimensions, now in the Detroit Institute of Arts, which has been variously attributed to Nicolaes Maes, Barend Fabritius and Samuel van Hoogstraten. The composition is based on a detail from Rembrandt's *Christ and Woman taken in Adultery* now in the National Gallery, London.



121

121

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

€8,400 - 12,000

122

Dutch School, 17th Century

Portrait of an elderly lady, bust-length, in a black coat with a fur stole
oil on panel

27.5 x 22cm (10 13/16 x 8 11/16in).

in a carved Louis XIII frame

£1,500 - 2,000

€1,800 - 2,400



122



123



124

123

Giuseppe Marullo (active Naples, circa 1615-circa 1685)

Saint Catherine of Alexandria

oil on canvas

50.4 x 63.5cm (19 13/16 x 25in).

£4,000 - 6,000

€4,800 - 7,200

124

**Circle of Flaminio Torri degli Ancinelli (Bologna 1621-1661
Modena)**

The Annunciation

oil on canvas

104 x 79cm (40 15/16 x 31 1/8in).

unframed

£3,000 - 5,000

€3,600 - 6,000

The present painting is related to the autograph composition (oil on canvas, 87 x 67.9 cm.) which was offered by Sotheby's, New York, 29 January 2009, lot 50.



125

125
 Follower of Giacinto Brandi (Poli 1623-1691 Rome)
 Saint Paul
 oil on canvas
 46.4 x 59.5cm (18 1/4 x 23 7/16in).
 £4,000 - 6,000
 €4,800 - 7,200

126^W
 Circle of Agostino Beltrano (Naples 1607-1656)
 The Adoration of the Shepherds
 oil on canvas
 111.6 x 78.3cm (43 15/16 x 30 13/16in).
 £2,000 - 3,000
 €2,400 - 3,600



126



127



128

127

Venetian School, circa 1800

San Giorgio Maggiore, Venice from the Bacino di S. Marco; and Santa Maria della Salute, Venice

a pair, oil on canvas

16.6 x 24.7cm (6 9/16 x 9 3/4in). (2)

£3,000 - 5,000

€3,600 - 6,000

PROVENANCE

Francis Palmer (according to a label on the reverse)

128

Workshop of Giovanni Battista Crespi, called il Cerano (Cerano? 1575-1633 Milano)

Saint Francis

bears signature 'C.FRACANZANO.F' (on reverse)

oil on canvas, unlined

75.7 x 63cm (29 13/16 x 24 13/16in).

£3,000 - 5,000

€3,600 - 6,000



127

129
 German School, 18th Century
 The Pietà
 oil on canvas
 45.2 x 35.5cm (17 13/16 x 14in).
 £1,500 - 2,000
 €1,800 - 2,400



129



130

130^W

Neapolitan School, 17th Century

The Crucifixion

oil on canvas

68.2 x 146.4cm (26 7/8 x 57 5/8in).

£8,000 - 12,000

€9,600 - 14,000

The present painting is based on Jacques Callot's engraving of *The Crucifixion* from his series, *La Grande Passion*, of 1619-1624.



131

131^W

Francesco Monti (Bologna 1685-1768 Bergamo)

A battle between the Austrians and the Ottomans

oil on canvas

102.2 x 152.2cm (40 1/4 x 59 15/16in).

£10,000 - 15,000

€12,000 - 18,000



132



133

132

Attributed to Nicola Viso (active Naples, circa 1630)

Drovers with their flocks beside a river, a walled town in the distance;
and Figures merry making on the banks of a river, a walled town in the
distance

a pair, oil on canvas

24.6 x 31.1cm (9 11/16 x 12 1/4in). (2)

£2,000 - 3,000

€2,400 - 3,600

133

Circle of Sebastiano Conca (Gaeta circa 1676-1764 Naples)

The Holy Family

oil on canvas

27 x 19.7cm (10 5/8 x 7 3/4in).

£700 - 1,000

€840 - 1,200

PROVENANCE

Sale, Christie's, South Kensington, 9 March 2010, lot 409, where
purchased by the present owner



132

134
 Circle of Francesco Trevisani (Capo d'Istria 1656-1746 Rome)
 The Madonna
 oil on canvas
 50.5 x 36cm (19 7/8 x 14 3/16in).
 £2,000 - 3,000
 €2,400 - 3,600



134



135



136

135

Jan van Gool (The Hague 1685-1765)

A drover tending to his herd of sheep and cattle
oil on panel

31.2 x 48cm (12 5/16 x 18 7/8in).

£1,500 - 2,000

€1,800 - 2,400

136

Benjamin Gerritsz. Cuyp (Dordrecht 1612-1652)

Tobias and his wife

oil on panel

87 x 70cm (34 1/4 x 27 9/16in).

£4,000 - 6,000

€4,800 - 7,200



137

137

Jan van Gool (The Hague 1685-1765)

Drovers crossing a bridge with their flocks, a town in the distance
signed and dated 'JV Gool Ft/Ao 1746' (lower right)

oil on panel

35.2 x 49.7cm (13 7/8 x 19 9/16in).

£2,500 - 3,500

€3,000 - 4,200

138

L. Beugholt (active Netherlands, 18th Century)

Portrait of a lady, half-length, seated, in a blue dress and holding a rose
signed and dated 'L. Beugholt. F. 1732' (lower right)

oil on panel

41.9 x 33.6cm (16 1/2 x 13 1/4in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE

Sale, Sotheby's, Olympia, 5 December 2006, lot 401

Sale, Sotheby's, Olympia, 24 April 2007, lot 481, where purchased by
the present owner



138



139



140

139

Pieter Coopse (Amsterdam circa 1640-1673)

Shipping foundering in a stormy sea

oil on canvas

50.8 x 65.2cm (20 x 25 11/16in).

£4,000 - 6,000

€4,800 - 7,200

140

Cornelis Jonson van Ceulen (London 1593-1661 Utrecht)

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

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

oil on canvas

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

£6,000 - 8,000

€7,200 - 9,600

PROVENANCE

With Philip Mould Fine Paintings, London, circa 2005



141

141
Follower of Abraham Jansz. Storck (Amsterdam circa 1635-circa 1710)

The Dutch fleet at anchor

oil on canvas

68.7 x 85.1cm (27 1/16 x 33 1/2in).

£3,000 - 5,000

€3,600 - 6,000

142^W

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

Portrait of a gentleman, three-quarter-length, in a gold brocade coat and white lawn collar

oil on canvas

122 x 91.5cm (48 1/16 x 36in).

£5,000 - 7,000

€6,000 - 8,400



142



143



144

143

Daniel van Heil (Brussels 1604-1662)

A fire inside the walls of a city

oil on canvas

59 x 83.3cm (23 1/4 x 32 13/16in).

£3,000 - 5,000

€3,600 - 6,000

144

Follower of Adriaen Jansz. van Ostade (Haarlem 1610-1685)

A girl playing the flute in an interior

oil on panel

30.6 x 26.5cm (12 1/16 x 10 7/16in).

together with another work by a different hand (2)

£1,000 - 1,500

€1,200 - 1,800



145

145

Lodewijk de Vadder (Grimbergen 1605-1655 Brussels)

A wooded landscape with figures resting beside a country path
oil on panel

25 x 34cm (9 13/16 x 13 3/8in).

panel makers mark 'FDB' (on the reverse)

£1,500 - 2,000

€1,800 - 2,400

146

Circle of Jan Miense Molenaer (Haarlem circa 1610-1668)

Peasants drinking and smoking in a tavern

oil on panel

32.7 x 29.5cm (12 7/8 x 11 5/8in).

£2,000 - 3,000

€2,400 - 3,600



146



147



148

147

Circle of Melchior de Hondecoeter (Utrecht 1636-1695 Amsterdam)

A still life of dead birds

remains of signature (lower left)

oil on canvas

41.1 x 53.7cm (16 3/16 x 21 1/8in).

£2,000 - 3,000

€2,400 - 3,600

148

Dirck de Bray (Haarlem circa 1635-1694 Goch)

A carnation, Banded snails, a damselfly, a Red Admiral and various other butterflies in a forest

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

oil on panel

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

£4,000 - 6,000

€4,800 - 7,200

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



149

149

Circle of Francis Swaine (London circa 1720-1782)

Dutch men o'war in calm waters

oil on canvas

64.2 x 76.7cm (25 1/4 x 30 3/16in).

£3,000 - 5,000

€3,600 - 6,000

150

Studio of Gaspar Pieter Verbruggen I (Antwerp 1635-1681)

Roses, poppies, honeysuckle and other flowers in a glass vase on a marble top

oil on canvas

89.4 x 71.5cm (35 3/16 x 28 1/8in).

£2,500 - 3,500

€3,000 - 4,200



150



151

151

Salomon van Ruysdael (Naarden circa 1602-1670 Haarlem)

An extensive river landscape with figures in a barge, a village beyond
remains of signature (on boat, lower right)

oil on panel

51 x 83cm (20 1/16 x 32 5/8in).

£6,000 - 8,000

€7,200 - 9,600

PROVENANCE

With Alfred Brod Gallery, London, 1962

Sale, Phillips, London, 5 July 1994, lot 45 (as the Property of a
Gentleman)

LITERATURE

London Illustrated News, 1962

W. Stechow, *Salomon van Ruysdael*, Berlin, 1975, p. 157, cat. no. 565A

152

Anthony Jansz. van der Croos (The Hague 1606-1662)

A view of a riverside town; and An extensive river landscape with a
bridge in the foreground

a pair, oil on panel

9.6 x 19.5cm (3 3/4 x 7 11/16in). (2)

£6,000 - 8,000

€7,200 - 9,600



152



152



153

153

Circle of Gillis Peeters I (Antwerp 1612-1653)

Figures in a ferry approaching a harbour
bears initials 'VG' (lower left)

oil on panel

28.7 x 46.5cm (11 5/16 x 18 5/16in).

£2,500 - 3,500

€3,000 - 4,200



154

154

Circle of Matthieu van Plattenberg (Antwerp circa 1608-1660 Paris)

Shipping approaching a harbour in a rough sea

oil on panel, *tondo*

21.5cm (8 7/16in). diameter

£1,000 - 1,500

€1,200 - 1,800



155

155
Attributed to Giovanni Agostino Cassana (Venice circa 1658-1720 Genoa)

Ducks in a river landscape with an owl in flight
 indistinctly signed 'E*a***' (lower left)
 oil on canvas

80.1 x 95.9cm (31 9/16 x 37 3/4in).

£2,000 - 3,000

€2,400 - 3,600

156
Circle of Gillis Mostaert the Elder (Hulst 1528-1598 Antwerp)

The Mysteries of the Rosary

oil on panel

71.8 x 54.4cm (28 1/4 x 21 7/16in).

£1,500 - 2,000

€1,800 - 2,400



156



157



158

157^W

Circle of Frans Snyder (Antwerp 1579-1657)

Cockerels and a hen in a farm yard

oil on canvas

117.3 x 139.2cm (46 3/16 x 54 13/16in).

£3,000 - 5,000

€3,600 - 6,000

This composition is influenced by the work of Frans Snyder, in particular those examples in the Museo Nacional del Prado, Madrid and The Royal Museum of Fine Art, Antwerp (see: H. Robels, *Frans Snyders Stilleben und Tiermaler 1579-1657*, Munich, 1989, no. 203, I-II, pp. 311-2).

158

Gaspar Pieter Verbruggen I (Antwerp 1635-1687)

Roses, tulips, lilies and other flowers in a terracotta vase on a stone ledge

oil on canvas

81.6 x 60cm (32 1/8 x 23 5/8in).

£5,000 - 7,000

€6,000 - 8,400



159

159^w

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

A cockerel, hens, a pheasant, ducks and other birds in a landscape
oil on canvas

92.5 x 125.2cm (36 7/16 x 49 5/16in).

£5,000 - 7,000

€6,000 - 8,400

160

Follower of Ernst Stuken (Hamburg 1660-1712 Rotterdam)

Roses, tulips, poppies, a sunflower and other flowers in a glass vase on a
stone ledge

oil on canvas

89 x 69.5cm (35 1/16 x 27 3/8in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

Townley Hall, Co. Louth



160



161

161
Studio of Willem van de Velde the Younger (Leiden 1633-1707
Greenwich)

A Dutch Man-o-War and other shipping in a storm
oil on canvas

76.6 x 107.4cm (30 3/16 x 42 5/16in).

£8,000 - 12,000

€9,600 - 14,000



162

162

George Morland (London 1763-1804)

The Stable Yard

signed 'George Morland' (on wagon, centre left)

oil on canvas

71.1 x 91.2cm (28 x 35 7/8in).

£5,000 - 7,000

€6,000 - 8,400



163

163^W

Circle of Charles Cornelisz. de Hooch (Haarlem circa 1600-1638 Utrecht)

An architectural *capriccio* with classical ruins indistinctly signed with initials (lower centre)

oil on canvas, unlined

122 x 147.2cm (48 1/16 x 57 15/16in).

£3,000 - 5,000

€3,600 - 6,000

164^W

Circle of Bartholomew Dandridge (London 1691-1755)

Portrait of Justly Watson, three-quarter-length, in a blue velvet coat and holding a scroll

oil on canvas

125 x 99cm (49 3/16 x 39in).

£2,500 - 3,500

€3,000 - 4,200

Justly Watson (c.1710-1757) was a Lieutenant-Colonel in the Royal Engineers and a cartographer. He served at the sieges of Gibraltar (1727) Carthage (1741) and Port L'Orient (1746). Watson was later posted to Newfoundland and West Africa, and died, it is thought, from the effects of poison administered via his coffee by a servant.



164



165

165

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

An extensive river landscape with figures waiting for a ferry
oil on canvas

65.6 x 99.1cm (25 13/16 x 39in).

£2,000 - 3,000

€2,400 - 3,600

166

Pieter Borsselaer (Middelburg circa 1640-1731)

Portrait of a lady, half-length, in a gold dress and pearl necklace, seated
with a spaniel in her lap

oil on canvas

76 x 64.1cm (29 15/16 x 25 1/4in).

in a carved frame

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

Sale, Bonhams, Knightsbridge, 26 October 2011, lot 16



166



167



168

167

Circle of Johannes Glauber (Utrecht 1646-1726 Schoonhoven)

Figures bathing in a river, a mountainous landscape beyond
oil on canvas

71.1 x 92cm (28 x 36 1/4 in).

£2,000 - 3,000

€2,400 - 3,600

168

After Sir Anthony van Dyck, 18th Century

Time clipping Cupid's wings

oil on canvas extended along both vertical edges

91.5 x 65.8cm (36 x 25 7/8 in).

£3,000 - 4,000

€3,600 - 4,800

PROVENANCE

Sale, Bonhams, London, 23 April 2008, lot 21, where purchased by the present owner

The present painting is after van Dyck's original, now in the Jacquemart-André Museum, Paris.



169

169

Johann Franciscus Ermels (Reilkirch-upon-Mosel 1621-1693
Nuremberg)

An architectural *capriccio* with figures resting amongst ruins

oil on canvas

75.4 x 101.5cm (29 11/16 x 39 15/16in).

£3,000 - 5,000

€3,600 - 6,000

170

Circle of Nicolas Vleughels (Paris 1668-1737 Rome)

Le Bât or The Pack Saddle

oil on panel

23.5 x 17.5cm (9 1/4 x 6 7/8in).

£2,000 - 3,000

€2,400 - 3,600

The present painting depicts an episode from *Le Bât* or *The Pack Saddle* by Jean de la Fontaine. In the tale, a suspicious husband paints an ass on his wife's pudendum. Her lover then visits and, in making love to her, rubs away the painting. Beforehand however, the lover had made a copy of the donkey on a canvas (see behind the wife in the present painting) and he repaints it back in place but he also adds a pack saddle, which is discovered by the husband as evidence of her infidelity.

The current lot shows the central figure group from Vleughels's larger work, known from the engraving by Nicolas de Larmessin (see: B. Hercenberg, *Nicolas Vleughels. Peintre e Directeur de l'Academie de France à Rome 1668 - 1737*, Paris, 1975, cat. no. 133, ill., fig. 145).



170



171

171
After Hendrick ter Brugghen, 17th Century
 The Lute player
 oil on canvas
 82.4 x 60.1cm (32 7/16 x 23 11/16in).
£6,000 - 8,000
€7,200 - 9,600

PROVENANCE

The Collection of the Duke of Arenberg
 Sale, Lepke, Berlin, 22 November 1932, lot 91 (as by ter Brugghen)
 Sale, Mak van Waay, Amsterdam, 27 February 1968, lot 52

LITERATURE

Katalog der Staatsgalerie Stuttgart, Stuttgart, 1957, pp. 287-288
Katalog der Staatsgalerie Stuttgart, Utrecht-Braunschweig, 1986-7, p. 144, version 3
 L. J. Slatkes and W. Franits, *The Paintings of Hendrick ter Brugghen 1588-1629 Catalogue Raisonné*, Amsterdam, 2007, p. 195, no. R102 (as Copy 3)



172

172

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

Figures and a horse and cart on the banks of a river, a village beyond
oil on panel

22.3 x 31.4cm (8 3/4 x 12 3/8in).

£5,000 - 7,000

€6,000 - 8,400



173



174

173

Gerard Rysbraeck (Antwerp 1696-1773)

A dead hare with fruit and dead birds at the foot of a tree
signed 'G. Rysbrack' (lower right)

oil on canvas

102.2 x 117.2cm (40 1/4 x 46 1/8in).

£3,000 - 5,000

€3,600 - 6,000

174^W

Studio of Jean-Baptiste van Loo (Aix-en-Provence 1684-1745)

Portrait of Sir Robert Walpole, 1st Earl of Orford, three-quarter-length, in
the robes of the Lord Chancellor and the sash of the Order of the Garter,
holding the Great Seal

oil on canvas

130.1 x 110.1cm (51 1/4 x 43 3/8in).

£2,500 - 3,500

€3,000 - 4,200

The present composition is after van Loo's original, now in the National
Portrait Gallery, London.



175

175

Attributed to Jan Jansz. van Houthysen (Amsterdam 1605-1662)

Travellers on a country path, in a river landscape

oil on panel

44.5 x 55.8cm (17 1/2 x 21 15/16in).

£2,000 - 3,000

€2,400 - 3,600

176

William Keable (Suffolk? circa 1714-1774 Bologna)

Portrait of a gentleman, half-length, in a blue coat and red waistcoat, within a painted oval

oil on canvas

77 x 62.5cm (30 5/16 x 24 5/8in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

With Historical Portraits, London

It has been suggested that the sitter in the present work is Benjamin Smith (1717-1770), a wealthy trader between South Carolina and England, who later became Speaker of the House of Commons in South Carolina.



176



177

177^W

Giovanni Agostino Cassana (Venice circa 1658-1720 Genoa)

A hen, cockerel and chicks in a farmyard

oil on canvas

77.6 x 119.4cm (30 9/16 x 47in).

£4,000 - 6,000

€4,800 - 7,200

178

French School, 18th Century

Portrait of a lady, three-quarter-length, in a brown dress, her arms resting on a hurdy-gurdy

indistinctly signed '***elter f' (on table top, lower right)

oil on canvas, oval

29 x 25cm (11 7/16 x 9 13/16in).

£2,500 - 3,500

€3,000 - 4,200



178



179

179

Circle of Philipp Ferdinand de Hamilton (Brussels 1664-1750
Vienna)

An owl attacking cockerels and chickens

oil on canvas

44.6 x 57.5cm (17 9/16 x 22 5/8in).

£3,000 - 5,000

€3,600 - 6,000

180

Circle of Pierre Mignard (Troyes 1612-1695 Paris)

Portrait of a lady, three-quarter-length, in a white silk dress and a blue shawl, arranging flowers

oil on canvas

116 x 89cm (45 11/16 x 35 1/16in).

unframed

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

Private Collection, Europe



180



181



181



182

181^W

English School, 18th Century

Two architectural *capricci* of Mediterranean ports
a pair, oil on canvas

168.3 x 230.2cm (66 1/4 x 90 5/8in). (2)

£6,000 - 8,000

€7,200 - 9,600

182

Nicolaes van Veerendael (Antwerp 1640-1691)

Tulips, roses, carnations and other flowers in a sculpted vase with
geraniums and a rose on a ledge

oil on canvas

80.1 x 61.1cm (31 9/16 x 24 1/16in).

£4,000 - 6,000

€4,800 - 7,200

PROVENANCE

Sale, Neumeister, Munich, 9 December 1992, lot 495

The Collection of Mr Dov Riger, Israel, 1995

Sale, Christie's, London, 5 July 1996, lot 326

EXHIBITED

Tel Aviv, Museum of Art, *Van Dyck and his Age*, October 1995-January
1996, pp. 108-9, no.69 (lent by Mr Dov Riger, Israel)



183



184

183

Circle of Johannes Hubert Prins (The Hague 1757-1806 Utrecht)

A coastal inlet with figures loading barges, a town in the distance

oil on panel

27.8 x 37.8cm (10 15/16 x 14 7/8in).

£2,000 - 3,000

€2,400 - 3,600

184

Follower of Carl Gustav Pilo (Nyköping circa 1711-1793 Stockholm)

Portrait of a lady, half-length, in a white dress decorated with blue ribbons, seated, holding a book

oil on canvas

98.1 x 74.2cm (38 5/8 x 29 3/16in).

£1,200 - 1,800

€1,400 - 2,200



185

185

Franz Joseph Manskirch (Ehrenbreitstein 1768-1830 Danzig)

Figures on a country path before a river landscape

oil on panel

47.6 x 65.8cm (18 3/4 x 25 7/8in).

£2,000 - 3,000

€2,400 - 3,600

186

Circle of Marten van Mytens II (Stockholm 1695-1770 Vienna)

Portrait of a lady, half-length, in a white dress with an ermine-trimmed robe

oil on canvas

82.8 x 66.1cm (32 5/8 x 26in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

Colonel Alexander Ridgeway of Sheplegh Court, Devon

His sale, Fosters, 14 January 1886, lot 263 (as Van Loo)



186



187



188

187

Johann Christian Vollerdt (Leipzig 1708-1769 Dresden)

Travellers watering their horses before a walled town, a river in the distance; and Travellers resting on the banks of a river the latter signed 'volderd*' (lower right)

a pair, oil on panel

24.2 x 36.1cm (9 1/2 x 14 3/16in). (2)

£5,000 - 7,000

€6,000 - 8,400

188

German School, circa 1800

Portrait of a gentleman, half-length, in a blue coat and black hat, within a painted oval

oil on canvas

89.5 x 68.5cm (35 1/4 x 26 15/16in).

£3,000 - 4,000

€3,600 - 4,800



187

189
Circle of Adolf Ulrik Wertmüller (Stockholm 1751-1811
Wilmington)
Portrait of a lady, half-length, in a white lace dress and bonnet, within an
ivy edge oval
oil on canvas
88 x 71.1cm (34 5/8 x 28in).
£3,000 - 5,000
€3,600 - 6,000



189



190

190

Attributed to Marco Marcola (Verona 1740-1793)

The Education of Pulcinelli

a set of four, oil on canvas

each approximately 71.8 x 95cm (28 1/4 x 37 3/8in). (4)

£25,000 - 35,000

€30,000 - 42,000

The present set of four paintings depicts young Pulcinelli taking instruction in music, dancing, home-making and reading. Identified by his white costume with both a hunch-back and a pot belly along with a distinctive black mask with a long, hooked nose, Pulcinella is the one of the stock characters in the Italian *Commedia dell'arte*. The origins of the name are thought to lie in the old Italian *pulcino*, the diminutive for chicken (an idea borne out by his beak-like nose and his squeaky, nasal voice). In the narrative, Pulcinella is often seen as representing the working man; he is self-centred, a *gourmande* and is known for being unable to keep a secret. The *Commedia dell'arte* was a subject often taken up by painters, especially in Northern Italy in the 18th Century. Depictions of Pulcinella in particular were clearly very popular; Gian Domenico Tiepolo, for example, produced numerous drawings, engravings and, most famously, his frescoes at his Villa Zianigo in 1791.



190



191



192

191

Attributed to Joachim Marquez (Lisbon 1755-1822)

Figures in an ornamental garden, a landscape beyond
oil on canvas

34.8 x 49.5cm (13 11/16 x 19 1/2in).

£6,000 - 8,000

€7,200 - 9,600

192

Circle of Antonio Ponce (Valladolid 1608-1677 Madrid)

Tulips, peonies, carnations and other flowers in a glass vase on a stone
ledge; and Roses, convolvulus, lilies and other flowers in a glass vase on
a stone ledge

a pair, oil on canvas

41.8 x 27.2cm (16 7/16 x 10 11/16in). (2)

£3,000 - 5,000

€3,600 - 6,000



193

193

Italian School, 18th Century

An extensive river landscape with figures on the banks, a village in the distance

oil on copper

16.2 x 24.6cm (6 3/8 x 9 11/16in).

£2,500 - 3,500

€3,000 - 4,200



192



194



195

194*

English School, circa 1770

A river landscape with figures bringing in the harvest
oil on canvas

46.6 x 56.2cm (18 3/8 x 22 1/8in).

£1,200 - 1,800

€1,400 - 2,200

PROVENANCE

Sale, Christie's, London, 18 December 1987, lot 259 (as Henri-Pierre de Valenciennes)

195

Thomas Bardwell (Beccles 1704-1767 Norwich)

Portrait of a gentleman, half-length, in a burgundy coat and blue sash;
and Portrait of a lady, half-length, in a burgundy dress and blue sash,
before an open landscape

the former signed and dated 'Bardwell/ 1759' (lower right) and the latter
signed and dated 'Bardwell/ f. 1759' (on table-top, lower left)

a pair, oil on canvas

76.1 x 63.5cm (29 15/16 x 25in). (2)

£4,000 - 6,000

€4,800 - 7,200



196

196
 John Rathbone (Chester circa 1750-1807 London)
 Figures crossing a bridge, in a hilly landscape
 signed 'J. Rathbone' (lower left)
 oil on panel
 22.1 x 30.2cm (8 11/16 x 11 7/8in).
 £700 - 1,000
 €840 - 1,200



195



197



198

197

English School, 18th Century

Honeysuckle, roses, convolvulus and other flowers in a vase, with grapes, plums, melon, peaches, apples and other fruit on a stone ledge
oil on canvas

72.2 x 121.7cm (28 7/16 x 47 15/16in).

£4,000 - 6,000

€4,800 - 7,200

198

English School, late 18th Century

Portrait of a girl, traditionally identified as Miss Watson, bust-length, in a gold dress and white veil; and Portrait of a girl, traditionally identified as Miss Watson, bust-length, in a cream dress and gold turban
a pair, oil on canvas

47.4 x 31.1cm (18 11/16 x 12 1/4in). (2)

£2,000 - 3,000

€2,400 - 3,600



199

199
 Follower of Samuel Scott (London 1702-1772 Bath)
 The Adelphi on the Thames Embankment
 oil on canvas
 51.6 x 74.2cm (20 5/16 x 29 3/16in).
 £4,000 - 6,000
 €4,800 - 7,200



198



200



201

200

Christian Georg Schütz II (Florsheim 1758-1823 Frankfurt)

An extensive river landscape with travellers resting before a cottage; and Travellers before a walled town in an Italianate landscape

a pair, oil on canvas

24.6 x 31.1cm (9 11/16 x 12 1/4in). (2)

£1,800 - 2,500

€2,200 - 3,000

201

Follower of Norbert Joseph Carl Grund (Prague 1717-1767)

Riders on a country path

oil on panel

18 x 13cm (7 1/16 x 5 1/8in).

£1,500 - 2,000

€1,800 - 2,400



203



204

203

Follower of Giovanni Paolo Panini (Piacenza 1691-1765 Rome)

A capriccio of classical ruins, with figures resting

oil on canvas

43 x 72.2cm (16 15/16 x 28 7/16in).

£4,000 - 6,000

€4,800 - 7,200

PROVENANCE

Sale, Christie's, London, 11 July 1980, lot 49 (as Hubert Robert)

204^w

Circle of Francesco Trevisani (Capo d'Istria 1656-1746 Rome)

Portrait of Fr. Tommaso Agostino Ricchini, three-quarter-length, seated at a desk with a book and quill

inscribed 'REVMVS P.M.E THE AUGUSTINVS RICCHINIUS SACRI PALATIEMAGISTER ET SCRIPTOR (lower centre)

oil on canvas

134.4 x 97.2cm (52 15/16 x 38 1/4in).

£3,000 - 5,000

€3,600 - 6,000

PROVENANCE

Mr Stephen Aveling, Restoration House, Rochester, Kent

Tommaso Agostino Ricchini (1695-1779) was nominated by Pope Clement VIII to the position of Maestro del sacro palazzo apostolico in 1759. Candidates for the post were selected from members of the Dominican order, as can be seen by Ricchini's robes in the present work.



205

205

Venetian School, 18th Century

The Piazzetta, Venice, with the Doge's Palace and the Biblioteca

Marciana

oil on canvas

61.5 x 96.4cm (24 3/16 x 37 15/16in).

£6,000 - 8,000

€7,200 - 9,600

206^W

Francesco Saverio Candido (active Italy, 18th Century)

Portrait of a nobleman, three-quarter-length, in a blue velvet coat and a

tricorn hat beneath his arm, standing before a red curtain

signed and inscribed 'Xaverius Candido/ P. Neap. XXVII/ Novembris/ DCCLXVI'(lower left)

oil on canvas

129 x 101cm (50 13/16 x 39 3/4in).

£4,000 - 6,000

€4,800 - 7,200



206



207

207

Attributed to Placido Costanzi (Rome 1690-1759)

Venus and Mars

oil on panel

50.3 x 89.4cm (19 13/16 x 35 3/16in).

£7,000 - 10,000

€8,400 - 12,000

We are grateful to Dott. Francesco Petrucci for suggesting that the present painting is a youthful work by Placido Costanzi.



208

208

Giovanni Conca (Gaeta circa 1690-1771 Rome)

An Allegory of Modesty

oil on canvas, unlined

62.4 x 49.8cm (24 9/16 x 19 5/8in).

inscribed 'O.N.' (on the reverse)

£2,000 - 3,000

€2,400 - 3,600

The prime version called 'La Modestia' is in the Academy of Saint Luke, Rome (on canvas, c.65 x 51cm.).



209



210

209

Charles Towne (Wigan 1763-1840 Liverpool)

Dogs fighting before a kennel

signed 'C. TOWN' (on kennel, centre left)

oil on panel

24.2 x 30.2cm (9 1/2 x 11 7/8in).

£800 - 1,200

€960 - 1,400

210

Francis Wheatley R.A. (London 1747-1801)

Portrait of Jervoise Clarke-Jervoise, full-length, in a brown coat, green waistcoat, breeches and riding boots, seated on a fallen tree stump, holding a cane

oil on canvas, unlined

76.5 x 64.3cm (30 1/8 x 25 5/16in).

£4,000 - 6,000

€4,800 - 7,200

PROVENANCE

The sitter and thence by descent to the present owner

The sitter, Jervoise Clarke-Jervoise (1734-1808), was the first of the Clarke-Jervoise family. He was born Jervoise Clarke, before appending his Grandfather's surname (Jervoise) in 1777 as part of the arrangements of his will. He was a longstanding MP for Southampton and Newport and the Isle of Wight. Mary Webster dates this painting circa 1775-9. It was previously thought to be by Johann Zoffany.



211

211

English School, circa 1770

An extensive river landscape with drovers tending to their herd
oil on canvas

97.5 x 107.3cm (38 3/8 x 42 1/4in).

£3,000 - 5,000

€3,600 - 6,000

212

After Sir Joshua Reynolds P.R.A., 18th Century

Portrait of a Joanna Leigh, Mrs Richard Bennett Lloyd, full-length, in a pink dress, inscribing a tree

oil on canvas

76.6 x 48.5cm (30 3/16 x 19 1/8in).

£1,500 - 2,000

€1,800 - 2,400

The present composition is after Reynold's original now at Waddesdon Manor, Buckinghamshire.



212



213



214

213

Circle of Francesco Tironi (Venice circa 1745-1797)

San Giorgio Maggiore, Venice

oil on canvas

14.5 x 21.1cm (5 11/16 x 8 5/16in).

£2,000 - 3,000

€2,400 - 3,600

214

Italian School, 18th Century

A view of the Grand Canal, Venice, with the Rialto Bridge in the

distance; and The Church of Santa Maria della Salute, Venice, with the

Punta della Dogana beyond

a pair, oil on canvas, ovals

63 x 50cm (24 13/16 x 19 11/16in). (2)

£6,000 - 8,000

€7,200 - 9,600



215

215

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



214



216



217

216*

After John Constable R.A., 19th Century

Hadleigh Castle

oil on canvas

26.2 x 35.5cm (10 5/16 x 14in).

£1,000 - 1,200

€1,200 - 1,400

The present composition is after Constable's original, now in the Yale Centre for British Art, New Haven.

217

Arthur Devis (Preston 1712-1787 Brighton)

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

oil on canvas

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

£3,000 - 5,000

€3,600 - 6,000



218

218*

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

An extensive landscape with rain clouds

oil on canvas

46.5 x 70cm (18 5/16 x 27 9/16in).

£1,000 - 1,500

€1,200 - 1,800

219

Charles Philips (London 1708-1747)

Portrait of a gentleman, full-length, in a green coat, and a groom holding a hunter in the background

indistinctly signed and dated '***inx/1732' (on rock, lower right)

oil on canvas

48 x 32cm (18 7/8 x 12 5/8in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

Sale, Bonhams, London, 28 October 2009, lot 211, where purchased by the present owner



219



220



221

220

Attributed to Julius Caesar Ibbetson (Fulneck 1759-1817 Masham)

A gentleman and a milk maid resting with their herd in a hillside landscape

oil on canvas

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

£1,000 - 1,500

€1,200 - 1,800

221^W

Circle of Joseph Highmore (London 1692-1780 Canterbury)

Portrait of a lady, said to be Queen Caroline of Brandenburg-Ansbach, three-quarter-length, seated in a cream satin dress

oil on canvas

127.2 x 102.7cm (50 1/16 x 40 7/16in).

£1,200 - 1,800

€1,400 - 2,200



222

222

John Rathbone (Chester circa 1750-1807 London)

Figures fishing in a river landscape, a farmhouse beyond
oil on canvas

51.2 x 66.5cm (20 3/16 x 26 3/16in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE

With Sutch & Martin, London, where purchased by the present owner in 1968

223

Attributed to Sir Henry Raeburn R.A. (Stockbridge 1756-1823 Edinburgh)

Portrait of a gentleman, half-length, seated, in a brown coat
oil on canvas

91.1 x 71.9cm (35 7/8 x 28 5/16in).

£2,000 - 3,000

€2,400 - 3,600



223



224



225



225



226

224
German School, circa 1720
 The Battle of Oudenarde
 oil on canvas
 73.6 x 100cm (29 x 39 3/8in).
 £2,500 - 3,500
 €3,000 - 4,200

PROVENANCE
 With The Parker Gallery, London

A version, one of a pair, attributed to Jan van Huchtenburg (1647-1733) was offered for sale at the Hotel des Ventes, Nice, 20 March 2010

225
Austrian School, early 18th Century
 Portraits of gentlemen, half-length, in armour
 a pair, oil on canvas
 84.7 x 62.5cm (33 3/8 x 24 5/8in). (2)
 £2,500 - 3,500
 €3,000 - 4,200

226
Andries Vermeulen (Dordrecht 1763-1814 Amsterdam)
 Fishermen bringing in their catch
 signed 'A.Vermeulen' (lower right)
 oil on panel
 38.6 x 47.5cm (15 3/16 x 18 11/16in).
 £1,000 - 1,500
 €1,200 - 1,800

227
Austrian School, late 18th Century
 Portrait of an officer, bust-length, in uniform
 oil on panel
 16.8 x 13.2cm (6 5/8 x 5 3/16in).
 £1,200 - 1,800
 €1,400 - 2,200



227



228



229

228

Manner of Francesco Guardi, circa 1800

The Campo di San Basso, Venice

oil on canvas

43.5 x 55.7cm (17 1/8 x 21 15/16in).

£2,000 - 3,000

€2,400 - 3,600

229

Eugenio Lucas Villamil (Madrid 1858-1918)

Figures in an interior

signed 'Lucas' (lower right)

oil on panel

18.5 x 14.2cm (7 5/16 x 5 9/16in).

£1,500 - 2,000

€1,800 - 2,400



230

230

Attributed to Giacomo Guardi (Venice 1764-1835)

Figures in a lagoon landscape

oil on millboard laid down on canvas

15.2 x 20.4cm (6 x 8 1/16in).

£1,000 - 2,000

€1,200 - 2,400

231

French School, 18th Century

A river god

oil on canvas

63.6 x 48cm (25 1/16 x 18 7/8in).

£1,000 - 1,500

€1,200 - 1,800



231



232



233

232

Johann Alexander Thiele (Erfurt 1685-1752 Dresden)

Figures on horseback and others loading barges before a river
oil on canvas

47 x 62.5cm (18 1/2 x 24 5/8in).

£3,000 - 5,000

€3,600 - 6,000

233

Studio of Jean Baptiste Henri Deshays (Colleville 1729-1765 Paris)

The Resurrection, in a painted arch
oil on paper laid down on canvas

54.8 x 42.6cm (21 9/16 x 16 3/4in).

£6,000 - 8,000

€7,200 - 9,600



234

234

Flemish School, 18th Century

Peasants drinking outside an inn, a shepherd with his flocks in the background

oil on panel

29.2 x 51.8cm (11 1/2 x 20 3/8in).

£1,000 - 1,500

€1,200 - 1,800

235

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

Christ healing the blind man of Bethsaida on the shores of Lake Galilee

oil on canvas laid down on board

87 x 74cm (34 1/4 x 29 1/8in).

£1,500 - 2,500

€1,800 - 3,000

The figures may be the work of another artist.



235



236



236



237



237

236

Italian School, 18th Century

Putti and goats under a tree, an Italianate landscape beyond; and
A young Bacchus and putti beside a barrel of wine under a tree, an
Italianate landscape beyond
a pair, oil on canvas

33 x 40.6cm (13 x 16in). (2)

£4,000 - 6,000

€4,800 - 7,200

237

Attributed to Claude Joseph Fraichot (Besançon 1732-1803)

An earthenware jar with a fish on a pewter dish, a lemon and breadroll
on a table top; and Oysters spilling from a barrel with a glass of wine
and a breadroll on a table top
a pair, oil on panel, ovals

33 x 24.5cm (13 x 9 5/8in). (2)

£3,000 - 5,000

€3,600 - 6,000



238



239

238

Circle of Francesco Guardi (Venice 1712-1793)

Figures in a river landscape with a farmhouse in the distance
oil on paper laid down on panel

7.2 x 13.2cm (2 13/16 x 5 3/16in).

in a carved frame

together with another by a later hand (2)

£1,000 - 1,500

€1,200 - 1,800

239^W

French School, circa 1800

Vines with bunches of grapes hanging from a ruined wall
oil on canvas

125.4 x 104.1cm (49 3/8 x 41in).

£4,000 - 6,000

€4,800 - 7,200

PROVENANCE

Sale, Sotheby Parke Bernet, Monaco, 26 June 1983, lot 520



240

240

Follower of Francisco Jose de Goya y Lucientes (Fuente de Todos
1746-1828 Bordeaux)

Figures resting beneath a tree

oil on panel

19 x 29.9cm (7 1/2 x 11 3/4in).

£500 - 700

€600 - 840

241

Circle of Barend van der Meer (Haarlem circa 1659-1700)

A vine of grapes

oil on canvas

57.2 x 42.5cm (22 1/2 x 16 3/4in).

£2,000 - 3,000

€2,400 - 3,600



241



242



243

242

Circle of Johann Christian Vollerdt (Leipzig 1708-1769 Dresden)

Figures crossing a bridge before a waterfall

oil on canvas

37.2 x 45.1cm (14 5/8 x 17 3/4in).

£1,000 - 1,500

€1,200 - 1,800

243

Dutch School, 18th Century

Portrait of an elderly bearded gentleman, bust-length, within a stone

arch; and Portrait of an elderly lady, bust-length, within a stone arch

the former signed with initials and dated 'F.C.S*a fec.a:1775' (lower left)

and the latter signed 'F.C:Saing. Fecit' (lower left)

a pair, oil on paper laid down on panel

15 x 12cm (5 7/8 x 4 3/4in). (2)

£1,000 - 1,500

€1,200 - 1,800



244

244
Attributed to Christian Georg Schütz I (Flörsheim 1718-1791
Frankfurt)

A river inlet with figures crossing a bridge in the foreground, a
mountainous landscape beyond
oil on canvas

38.2 x 50.4cm (15 1/16 x 19 13/16in).

£3,000 - 5,000

€3,600 - 6,000



243



245



246

245

Circle of James Holland RWS (Staffordshire 1799-1870 ?)

The Campo di San Francesco della Vigna, Venice; and The Campo e Chiesa dei Santi Apostoli, Venice

a pair, oil on canvas

21.5 x 35.6cm (8 7/16 x 14in). (2)

£1,000 - 1,500

€1,200 - 1,800

246^W

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

The Penitent Magdalen surrounded by a garland of flowers

oil on canvas

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

£4,000 - 6,000

€4,800 - 7,200

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



245

247
 Circle of Johann Friedrich August Tischbein (Maastricht 1750-1812
 Heidelberg)
 Portrait of a lady, bust-length, in a white lace dress, within a painted oval
 oil on canvas
 61 x 50.4cm (24 x 19 13/16in).
 £2,000 - 3,000
 €2,400 - 3,600



247



248



249

248

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

The Grand Canal, Venice, with the Palazzo Corner della Ca' Grande
oil on canvas

46.2 x 66.2cm (18 3/16 x 26 1/16in).

£2,000 - 3,000

€2,400 - 3,600

249

French School, 18th Century

Elegant Oriental figures in garden settings

a pair, oil on panel, shaped

60.7 x 50.7cm (23 7/8 x 19 15/16in). (2)

£1,500 - 2,000

€1,800 - 2,400



250

250
 Circle of Michele Marieschi (Venice 1710-1743)
 The entrance to the Grand Canal, Venice
 oil on canvas
 74.2 x 98.2cm (29 3/16 x 38 11/16in).
 £3,000 - 5,000
 €3,600 - 6,000



249



251

251

Circle of Hubert Robert (Paris 1733-1808)

Capriccio of ruins with figures washing clothes at a river in the foreground

oil on panel

41.2 x 55.1cm (16 1/4 x 21 11/16in).

£3,000 - 5,000

€3,600 - 6,000

PROVENANCE

Museo de Havana, no. 239 (according to an inscription on the reverse)

252

Attributed to François Duval (French, 1776-1854)

Portrait of a young girl, half-length, in a blue dress and rosequartz necklace

signed and dated '***ois/Duval au/***8' (lower left)

oil on canvas, oval

55.5 x 46.6cm (21 7/8 x 18 3/8in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

Sale, Christie's, South Kensington, 22 July 2008, lot 356



252



253

253

Circle of Pierre Alexandre Wille (Paris 1748-1837)

Two figures in a kitchen interior

oil on canvas

49.2 x 57.2cm (19 3/8 x 22 1/2in).

in a carved frame

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE

Sale, Christie's, London, 28 October 1982, lot 201

Sale, Christie's, South Kensington, 2 December 2008, lot 141, where purchased by the present owner

254

French School, circa 1770

Portrait of a youth, bust-length, in a grey coat and white chemise

oil on canvas

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

£3,000 - 5,000

€3,600 - 6,000

PROVENANCE

With Wildenstein, New York, by 1963

Lloyd S. Gilmour, Locust Valley, Long Island, USA

By whom offered, Christie's East, New York, 16 June 1999, lot 30 (as Circle of Joseph Ducreux)

LITERATURE

Probably G. Wildenstein, *Chardin*, Paris, 1933 p. 202, cats. no. 635-638

M. Breuning, *Art Digest*, 1 February 1947

H. Devee in *The New York Times*, 25 January 1948

G. Wildenstein, *Chardin*, Zurich, 1963, p. 221, cat. no. 386, reproduced, p. 219, fig. 175

D. Wildenstein, *Chardin*, Oxford, 1969, p. 228, cat. no. 386, reproduced p. 227, fig. 175 (all the above as Chardin)



254



255

255^W

Jacques Antoine Vallin (Paris 1760-1831)

Portrait of Madame B., née Étienne Delagrange, with her children
signed and dated 'Vallin Pinxit/ 1809' (lower left)

oil on canvas

195 x 157cm (76 3/4 x 61 13/16in).

£6,000 - 8,000

€7,200 - 9,600

PROVENANCE

By descent through the Delagrange family

Sale, Sotheby's, London, 14 April 2011, lot 198



256

256

Jean Baptiste Francois Genillion (Paris 1750-1829)

A *capriccio* of classical ruins with a volcano erupting on the horizon
signed 'Genillion' (lower left)

oil on canvas

34.5 x 38.2cm (13 9/16 x 15 1/16in).

£5,000 - 7,000

€6,000 - 8,400



257

257

Balthasar Paul Ommeganck (Antwerp 1755-1826)

A river estuary with a drover and his flock by the bank, a boat, bathers and a cottage beyond

signed and dated 'BPOmmeganck.F.1778' (lower left)

oil on panel

63.3 x 89.4cm (24 15/16 x 35 3/16in).

£3,000 - 5,000

€3,600 - 6,000

PROVENANCE

Sale, Christie's, Amsterdam, 8 November 1999, lot 76

258^W

German School, late 18th Century

A hound with a dead fox and ducks in a landscape; and A hound with a

dead hare, a basket, and game in a landscape

the former signed with initials 'iCW' (lower left) and the latter signed

with initials and dated 'M.J.R/1772' (lower right)

a pair, oil on canvas

87.1 x 119.1cm (34 5/16 x 46 7/8in). (2)

£4,000 - 6,000

€4,800 - 7,200



258



258



259

259^W

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

A view of Mira on the Brenta; and A view of Dolo on the Brenta

a pair, oil on canvas

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

£20,000 - 30,000

€24,000 - 36,000

Views of the Brenta became part of the figurative repertoire of *vedutisti* from the 1740s, when Canaletto engraved a number of *capricci*, published in the series *Vedute. Altre prese da i luoghi altre ideate da Antonio Canal e da esso intagliate poste in prospettiva illustrate umiliate All'Ill.mo Signor Giuseppe Smith Console di S.M. Britannica appresso la Ser.ma Repubblica di Venezia*.

These views depict aspects of the *Terra firma*, while the presence of travellers and elegant company conversing also indicates an attention towards the leisurely life of the noble class.

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



259



260



261

260

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

Travellers on horseback with cattle and sheep

signed and dated 'P.V.B./1777' (on wagon, centre left)

oil on paper, laid down on canvas

31.7 x 47.2cm (12 1/2 x 18 9/16in).

£4,000 - 6,000

€4,800 - 7,200

PROVENANCE

Sale, Bonhams, London, 9 December 2009, lot 6

261

Follower of Simon Pietersz. Verelst (The Hague 1644-1721 London)

Peaches and grapes on a stone ledge with a butterfly

oil on canvas

36.7 x 31.6cm (14 7/16 x 12 7/16in).

£2,000 - 3,000

€2,400 - 3,600



262

262

Ludolf Backhuysen (Emden 1630-1708 Amsterdam)

A river landscape, most probably the Merwede, with figures departing on a ferry, a horseman and maid on the bank, the tower of the Grote Kerk, Dordrecht, in the distance

oil on canvas

51.2 x 70.5cm (20 3/16 x 27 3/4in).

£7,000 - 10,000

€8,400 - 12,000

We are grateful to Dr Gerlinde de Beer for confirming the attribution to Backhuysen on the basis of a colour photograph. She has suggested a relatively late date of execution for the painting of the last decade of the 17th century.

Whilst Backhuysen is undoubtedly best known for his marine paintings, the present work finds numerous comparisons of a similar date within the artist's oeuvre. His *Arrival of William III in the Oranjepolder on 31 January 1691*, signed and dated 1692, (now in the Mauritshuis, The Hague) provides an excellent example of the painter's stage-like setting of the figures. In this and other works of a similar date, he creates the form of his figures with very soft modelling and then sets them against a more thinly painted background. *A view in Amsterdam with a maid flirting with a knife grinder on a canal* (sale, Sotheby's, Amsterdam, 14 November 2006, lot 107) is also dated by Dr de Beer to this later stage in

Backhuysen's career. The choice and execution of the figures is typical for the painter at this date. For example, the man seated in the ferry with his back to us and the old man nearby both come very close to those in the foreground of Backhuysen's signed *English yachts before the coast with figures* of 1691 (previously with Hans Cramer, The Hague, see G. de Beer, *Ludolf Backhuysen, Sein Leben und Werk*, Zwolle, 2002, no. 72, p.125, ill.148). The more moderate colouring and the yellow-reddish tonality also mark the present painting out as a later work.

The distinctive square profile of the church in the background is most probably that of the Grote Kerk of Dordrecht and the river therefore the Merwede. The ferry, which is just departing, carries not only people but also cattle and sheep which are perhaps being brought in from pasture, suggesting that this picture depicts an autumnal day, an idea further strengthened by the yellowing leaves on the tree. The horseman on the bank is being offered a glass of wine, perhaps because he has a wait ahead of him.

Landscapes with figures and pastoral scenes are much more common later on in Backhuysen's career. This may have been due to the prevailing tastes of the time. By the last decade of the 17th century Dutch maritime power had started to wane and with it their interest in marine painting. They were by now starting to look towards French models for artistic inspiration.



263



264

Works on Paper

263
Saverio Xavier della Gatta (Naples 1777-1829)
 Il Cantore di Rinaldo sul' Molo
 signed and dated 'Xav.della Gatta 1822' (lower right)
 watercolour on paper
 19.8 x 24.5cm (7 13/16 x 9 5/8in).
 £800 - 1,200
 €960 - 1,400

264
Firmin Perlin (Versailles 1747-1783 Paris)
 Figures within an architectural setting
 signed and dated 'F. Perlin 1771' (on plinth, lower right)
 pencil, pen, brown ink and watercolour on paper, heightened with white
 34.5 x 48.8cm (13 9/16 x 19 3/16in).
 £2,500 - 3,500
 €3,000 - 4,200



265



266

265
 Abraham Louis Rodolphe Ducros (Yverdon 1748-1810 Lausanne),
 and Giovanni Volpato (Bassano del Grappa 1732-1803 Rome)
 The Arch of Constantine
 inscribed 'Volpato et Ducros' (lower left) and 'vue de L'Arc de Constantin
 a Rome' (lower centre)
 watercolour over etched outline on laid paper with original wash line
 mount
 36.2 x 51.6cm (14 1/4 x 20 5/16in).
 £1,500 - 2,000
 €1,800 - 2,400

266
 Italian School, 16th Century
 The Triumph of Bacchus
 black chalk and washes on two attached sheets of paper
 57 x 80.7cm (22 7/16 x 31 3/4in).
 £2,000 - 3,000
 €2,400 - 3,600



267



268

267

Samuel Howitt (Nottinghamshire 1756-1822 London)

A coach and horses outside an inn
watercolour on paper

21.1 x 31.8cm (8 5/16 x 12 1/2in).

£800 - 1,200

€960 - 1,400

268

John White Abbott (Exeter 1763-circa 1851)

Bickleigh Court, Devon

signed with initials and dated 'JWA 1803' (lower centre); inscribed
'Bickleigh Court Devon/JWA June 1803.' (on the reverse)

pen, ink and watercolour on paper

13.5 x 21.5cm (5 5/16 x 8 7/16in).

£3,000 - 5,000

€3,600 - 6,000

PROVENANCE

Sale, Sotheby's, London, 13 March 1969, lot 50

The Collection of Col. P. L. Bradfer-Lawrence

Sale, Sotheby Parke Bernet, London, 10 July 1980

With The Ruskin Gallery Ltd., Cambridge (according to a label on the
reverse)

Private Collection, UK

EXHIBITED

London, Mitchell Gallery, November - December 1970



269



270

269*

Thomas Rowlandson (London 1756-1827)

An eye for a fair wench

pen and ink over pencil with watercolour on laid paper

18 x 21cm (7 1/16 x 8 1/4in).

£2,000 - 3,000

€2,400 - 3,600

270

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

Caernarvon Castle

pencil and watercolour on paper

36.4 x 53.6cm (14 5/16 x 21 1/8in).

£3,000 - 5,000

€3,600 - 6,000

PROVENANCE

With The Ruskin Gallery Ltd., Cambridge (according to a label on the reverse)

Sale, Fellows and Sons, *The Jeavons Collection*, 11 October 1977 (according to a label on the reverse)

Private Collection, UK

Paul Sandby made three trips to Wales in the 1770s, visiting North Wales in 1770 and 1771 and South Wales from 21 August to 4 September 1773. He toured North Wales in the company of Sir Watkin Williams-Wynn Bt., collecting material for the 2nd Welsh Aquatint series, *XII Views in North Wales*, finally published in 1776. The two companions arrived at Caernarvon on 28 August and stayed until 31 August. Sandby's 'A collection of one hundred & fifty select views in England, Wales, Scotland & Ireland' published in 1783 contains three views of Caernarvon engraved by W. Watts.

Similar compositions to the present work are in the collections of The Whitworth Art Gallery, Manchester and Walker Art Gallery, Liverpool.



271



272

271*

Thomas Rowlandson (London 1756-1827)

A difference of opinion

pen, ink and watercolour on wove paper

10.3 x 18.6cm (4 1/16 x 7 5/16in). 4 1/2 x 7 1/2in

£1,500 - 2,000

€1,800 - 2,400

272

After Sir Joshua Reynolds P.R.A., circa 1800

Portrait of William Cavendish, 5th Duke of Devonshire, bust-length, in a brown coat

coloured chalk on paper

74.3 x 62.2cm (29 1/4 x 24 1/2in).

£3,000 - 5,000

€3,600 - 6,000

PROVENANCE

The Panshanger Collection, Panshanger House and thence by descent through the family until 2013

LITERATURE

D. Mannings, *Sir Joshua Reynolds A Complete Catalogue of His Paintings*, London, 2000, cat. no. 337b

The present composition is after Reynold's original, now in The Spencer Collection at Althorp, Northamptonshire. Mannings notes, in his entry for the original portrait, that Garlick records 'a copy in pastel, the head only finished,' formerly at Panshanger (see: K. Garlick, 'A Catalogue of the Pictures at Althorp,' *Walpole Society*, XLIV, Glasgow, 1976, p. 69).



273

273*

Thomas Rowlandson (London 1756-1827)

Feeding Time

signed and dated 'Rowlandson 1806' (lower right)

pen, ink and watercolour on wove paper

14.7 x 22.2cm (5 13/16 x 8 3/4in).

£2,000 - 3,000

€2,400 - 3,600

274

Isaac van Wessel (active London, 1669-1679)

Portrait of a lady, said to be Ann Etherington, bust-length, in a brown dress and pearl necklace

signed with initials and dated 'iv w/1675' (upper right)

pastel on paper

41.6 x 34.4cm (16 3/8 x 13 9/16in).

£500 - 700

€600 - 840

The sitter Ann (1640-?), daughter of a Mr Beddell of Huntingdon, married Lewis Etherington of Rillington, Yorkshire, in London in 1658. She was still living as a widow in 1689.



274



275



276

275

English School, 18th Century

Diana and Callisto

pen, ink and brown wash over pencil on laid paper

23.8 x 34.2cm (9 3/8 x 13 7/16in).

£300 - 500

€360 - 600

276*

Thomas Rowlandson (London 1756-1827)

A street accident

pen, ink and watercolour over pencil on wove paper

37.5 x 25.4cm (14 3/4 x 10in).

£2,500 - 3,500

€3,000 - 4,200

PROVENANCE

With Doll & Richards Inc, Boston

277

George Romney (Beckside 1734-1802 Kendal)

Study of a figure tied to a tree

pencil on laid paper

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

£1,000 - 1,500

€1,200 - 1,800

We are grateful to Alex Kidson for confirming the attribution to George Romney upon firsthand inspection.



277

278

James Seymour (London 1702-1752)

A figure on horseback

pen and ink on paper

15 x 16cm (6 x 6 1/4in).

£500 - 700

€600 - 840



278



279



280

279*

Thomas Rowlandson (London 1756-1827)

Sportsman's Lunch

pen and ink and watercolour on paper

29.3 x 46.2cm (11 9/16 x 18 3/16in). 11 1/2 x 18 3/8in

£2,500 - 3,500

€3,000 - 4,200

280

Circle of Samuel Hieronymus Grimm (Burgdorf 1733-1794 London)

Studies of a dandy, trades people and mendicants, a group of seventeen

pen, brown ink and watercolour on laid paper,

each 14 x 19cm (5 1/2 x 7 1/2in). and smaller, in three frames (3).

£2,500 - 3,000

€3,000 - 3,600



281

281

Henry William Bunbury (Suffolk 1750-1811)

Falstaff at Justice Shallow's, mustering of his recruits

red and black chalk on wove paper, laid on a washline mount

37.5 x 47cm (14 3/4 x 18 1/2in).

with two stipple-engravings by Macklin, one after the drawing (3)

£800 - 1,200

€960 - 1,400

The present drawing is a preparatory sketch for Macklin's *Shakespeare Gallery*, a set of stipple-engravings produced in 1792. The print states that the original drawing was then in the collection of HRH The Duchess of York.



280



282



283

282

Attributed to Carlo Maratta (Camerano 1625-1713 Rome)

The Annunciation

red chalk on paper, corners cut

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

£1,000 - 1,500

€1,200 - 1,800

283

Attributed to Jacopo Chimenti, called Jacopo da Empoli (Florence circa 1554-1640)

A standing youth, one arm behind his back

black chalk on paper with red chalk margins

24.7 x 14.6cm (9 3/4 x 5 3/4in).

£2,000 - 3,000

€2,400 - 3,600



284

284

François Boucher (Paris 1703-1770)

A peasant boy and shepherds

black chalk and wash on paper, pen and brown ink framing lines

21.6 x 16.6cm (8 1/2 x 6 9/16in).

£7,000 - 10,000

€8,400 - 12,000

PROVENANCE

E. Desperet (Frits Lugt 721)

His posthumous sale, Paris, 7-13 June 1865, lot 112

Sale, Christie's, London, 23 March 1982, lot 120

With Christina van Marle, January 1989, where purchased by the present owner

We are grateful to Alastair Laing for confirming the attribution to Boucher on firsthand inspection of the drawing.



285



285



285



285

285

Attributed to Copleston Warre Bampfylde (Taunton 1720-1791
Hestercombe)

View of a garden with ruined abbey; View of a garden with figures
playing bowls; and Two views of a country house

a set of four, pencil and wash heightened with gouache on laid paper
*the first two 36 x 51.5cm (14 1/8 x 20 1/4in). the second two 35 x 51.5
cm. (13 3/4 x 20 1/4 in.)*

in carved chippendale-style frames (4)

£4,000 - 6,000

€4,800 - 7,200



286



286

286
 Sir George Howland Beaumont Bt. (Great Dunmow 1753-1827
 Coleorton)

A sketchbook of figure subjects, fallen trees, woods and landscape
 subjects taken from the Lake District, Trentham and other locations
 variously signed and dated between 1814 and 1815 and some inscribed
 pencil and monochrome wash on paper
 9.7 x 12.7cm (3 13/16 x 5in).

£800 - 1,200

€960 - 1,400



287

287

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

A wooded lane leading towards a house

pencil on laid paper

10.1 x 16.2cm (4 x 6 3/8in).

£4,000 - 6,000

€4,800 - 7,200

LITERATURE

G. Reynolds, *The Early Paintings and Drawings of John Constable*,
London, 1996, cat. no. 05.47, pl. 282



288

288

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

Cattle grazing under a tree
coloured washes, over pencil on paper, formerly varnished
19 x 24cm (7 1/2 x 9 7/16in).

£5,000 - 7,000

€6,000 - 8,400

PROVENANCE

Private Collection, USA

Sale, Sotheby's, London, 9 March 1989, lot 27

With Agnew's, London, 1990

LITERATURE

H. Belsey, 'A Second Supplement to John Hayes's The Drawings of Thomas Gainsborough', *Master Drawings*, XLVI (4), Winter 2008, p. 496-7, no. 1055, fig. 79

EXHIBITED

Agnew's, London, 1990, cat. no. 1, ill.

We are grateful to Hugh Belsey for confirming the attribution to Thomas Gainsborough and for dating the drawing to circa 1773. He also draws attention to the fact that John Hayes noted in the 1989 auction catalogue that the two standing cows reappear in a different configuration in a drawing in the Ashmolean Museum, Oxford; there are also marked similarities with another drawing in Birmingham.

THE SIR ROBERT MOND COLLECTION

(Lots 289-303)

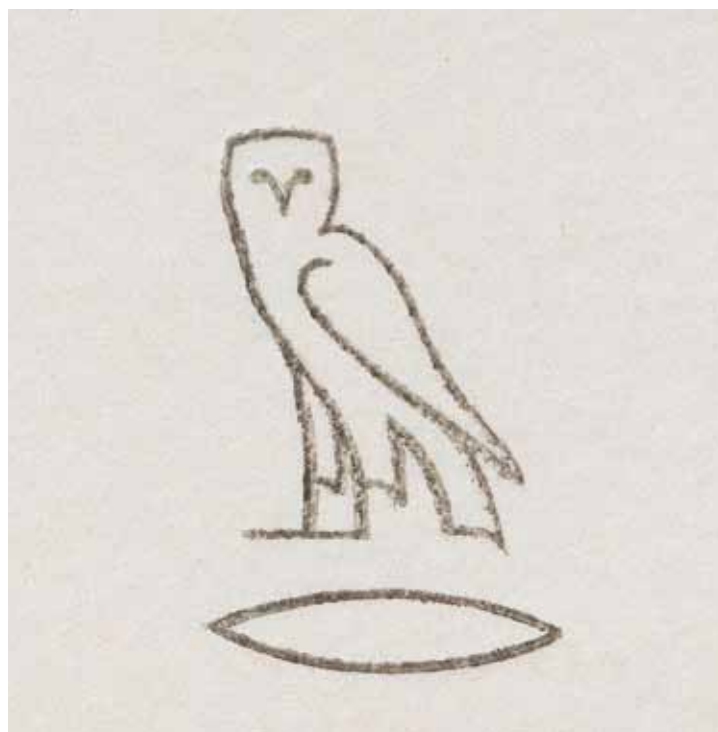


Figure 1: Frits Lugt 2318a

Sir Robert Ludwig Mond (1867-1938) was born in Farnworth in Lancashire, and was the son of the industrialist and collector Dr Ludwig Mond who bequeathed a number of paintings to the National Gallery. Ludwig Mond had owned the Casa Zuccari in Rome, now the Biblioteca Hertziana, and his son heard a lecture given by Professor Oscar Fischel on the drawings of Raphael, which stimulated his interest in collecting. He acquired many drawings in the sale of his friend Robinson (see Lugt 1433). Sir Robert was a director of Brunner Mond & Company and collaborated with his father in the discovery of a gaseous compound. His interests were wide ranging including Egyptian archaeology and he worked with Howard Carter, amongst others, part of his archeological collection was donated to the British Museum, and he also made a number of donations to the universities of Liverpool, Manchester and Toronto.



289

289

Ludovico Mattioli (Crevalcore 1662-1747 Bologna)

Justice paying homage to religion, with The Madonna and Child and four Saints above

inscribed by another hand in pen and ink 'Giuseo. Crespi detto Lo Spagnolo' (on the mount)

red chalk on paper, with red chalk margins

25.8 x 17.1cm (10 3/16 x 6 3/4in).

£3,000 - 5,000

€3,600 - 6,000

PROVENANCE

The Collection of the Earl of Pembroke, Wilton House

The Collection of Sir Robert Mond (Frits Lugt 2813a) and thence by family descent to the present owner

LITERATURE

T. Borenius, assisted by Rudolf Wittkower, *Catalogue of the collection of Drawings by the Old masters formed by Sir Robert Mond*, 1937, no. 68 (as Giuseppe Maria Crespi)

ENGRAVED

By Mattioli, the print is inscribed: "Divitias nihil esse duxi in comparatione illius. Sap. 7.8 Matthiolus f.". .

The attribution has been kindly suggested by Marco Riccomini, on the basis of a photograph, and he has also connected the drawing to the print. This drawing is to be published by him in the future.



290

290

Frederick Nash (Lambeth 1782-1856 Brighton)

'Grande Galerie du Louvre, Pont Royal et Quai Voltaire'

inscribed with title (upper right)

pencil with faint squaring on paper

22.2 x 31.5cm (8 3/4 x 12 3/8in).

framed together with an etching with mezzotint of the subject after Nash

£500 - 800

€600 - 960

PROVENANCE

The Collection of Sir Robert Mond (Frits Lugt 2813a) and thence by descent to the present owner

The present work is a preparatory drawing for the watercolour by Nash, of very similar size, that was exhibited in *The Discovery of Paris*, Wallace Collection, London, 2013, cat no.18, p.59. Both are related to the engraving in a major series on Paris completed by Nash and engraved by Woolnoth (1820-23), no. 19 in *Picturesque Views of the City of Paris and its Environs*.

291

Italian School, 17th Century

Figures in a pendentive

inscribed in pen and ink by another hand 'No 6.' (lower right)

red chalk on paper, watermark three mounds

39.6 x 27cm (15 9/16 x 10 5/8in).

£600 - 800

€720 - 960

PROVENANCE

The Collection of Sir Robert Mond (Frits Lugt 2813a) and thence by family descent to the present owner

LITERATURE

T. Borenius, assisted by Rudolf Wittkower *Catalogue of the collection of Drawings by the Old masters formed by Sir Robert Mond*, 1937, no. 90



291



292

292

Italian School, 17th Century

Christ in the House of Martha and Mary

black chalk, pen and brown ink, brown wash, heightened with white on paper prepared with brown wash

18.2 x 24cm (7 3/16 x 9 7/16in).

bears extensive inscription on the verso regarding the attribution to Talpino by Padre Resta

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE

Padre Resta (1635-1714) and his extensive inscription on the verso (Frits Lugt 2992a

The Collection of Sir Robert Mond (Frits Lugt 2813a) and thence by family descent to the present owner

LITERATURE

T. Borenius, assisted by Rudolf Wittkower, *Catalogue of the collection of Drawings by the Old masters formed by Sir Robert Mond*, 1937, no. 235 (as Enea Talpino)

ENGRAVED

Elisha Kirkall (1682-1742) (according to Borenius)

The present drawing is based on Giorgio Vasari's painting at Ickworth House, Suffolk.



293

293

French School, 18th Century

Two cupids holding arrows

black and white chalk on blue paper

17.6 x 23.5cm (6 15/16 x 9 1/4in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE

The Collection of Sir Robert Mond (Frits Lugt 2813a) and thence by family descent to the present owner

LITERATURE

T. Borenius, assisted by Rudolf Wittkower, *Catalogue of the collection of Drawings by the Old masters formed by Sir Robert Mond, 1937*, no. 304 (as Louis Durand)

According to the Borenius entry there is an inscription on the back 'See the etching of this with it, 2 francs- Durand pinxit', and that this old attribution probably refers to the 'dessinateur-miniaturiste' of this name, who designed engravings for various books published between 1745-1760, and that his full name was likely to be Louis Durand. The subject could be an allegory of shooting.



294



295

294

Attributed to Jean Baptiste Marie Pierre (Paris 1713-1789)

A village road with a church

red chalk on paper

23 x 33.5cm (9 1/16 x 13 3/16in).

£600 - 800

€720 - 960

PROVENANCE

The Collection of Sir Robert Mond Collection (Frits Lugt 2813a) and thence by family descent to the present owner

LITERATURE

T. Borenius, assisted by Rudolf Wittkower, *Catalogue of the collection of Drawings by the Old masters formed by Sir Robert Mond, 1937*, no. 338 (as Jean-Baptiste-Marie-Pierre)

295

French School, 17th Century

The Flight into Egypt

pencil, pen and brown ink on the back of a letter, watermark fleur-de-lis in a double circle, pen and brown ink framing lines

25.3 x 18.5cm (9 15/16 x 7 5/16in).

together with another drawing by a different hand (2)

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE

The Collection of Sir Robert Mond (Frits Lugt 2813a) and thence by family descent to the present owner

LITERATURE

T. Borenius, assisted by Rudolf Wittkower, *Catalogue of the collection of Drawings by the Old masters formed by Sir Robert Mond, 1937*, no. 293 (as Sebastien Bourdon)



296



297

296

Attributed to Jan Hackaert (Amsterdam 1628-1685)

A wooded river landscape with fishermen
pen, brown ink and brown wash on paper, pen and brown ink framing
lines

20 x 26.3cm (7 7/8 x 10 3/8in).

inscribed by another hand 'Jan Hackert f/ geboren Amsterdam 1635/
gesto... Amsterdam 1714/**/**' (on verso)

together with another drawing by a different hand (2)

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE

The Vestolk Collection, 1847 (according to an inscription on the verso)

The Collection of Sir Robert Mond (Frits Lugt 2813a) and thence by
family descent to the present owner

LITERATURE

T. Borenius, assisted by Rudolf Wittkower, *Catalogue of the collection of
Drawings by the Old masters formed by Sir Robert Mond*, 1937, no. 411
(as Jan Hackaert)

297

Italian School, 17th Century

Study of a youth lightly draped
black and red chalk, brown wash, heightened with white on beige
paper, corners cut, upper margin made up
33 x 42cm (13 x 16 9/16in).

together with another drawing by a different hand (2)

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE

The Collection of Sir Robert Mond (Frits Lugt 2813a) and thence by
family descent to the present owner

LITERATURE

T. Borenius, assisted by Rudolf Wittkower, *Catalogue of the Collection of
Drawings by the Old masters formed by Sir Robert Mond*, 1937, no. 30
(as Bolognese School, 17th Century)



298

298
Circle of Abraham Diepenbeeck ('s-Hertogenbosch circa 1596-1675
Antwerp)

The Annunciation
 numbered '31' (upper right)
 red chalk, grey wash and brush on paper, pen and brown ink framing
 lines, arched
 19.5 x 15.2cm (7 11/16 x 6in).
£600 - 800
€720 - 960

PROVENANCE

The Collection of Sir Robert Mond (Frits Lugt 2813a) and thence by
 family descent to the present owner

LITERATURE

T. Borenius, assisted by Rudolf Wittkower, *Catalogue of the collection of*
Drawings by the Old masters formed by Sir Robert Mond, 1937, no. 355
 (as Abraham van Diepenbeeck).



299

299
Follower of Tiziano Vecellio, called Titian (Pieve-di-Cadore 1485-
1576 Venice)

The Madonna and Child with putto
 pen and brown ink on paper
 23 x 16.5cm (9 1/16 x 6 1/2in).
 inscribed '35/ 36' (on verso)
£600 - 800
€720 - 960

PROVENANCE

Johann Goll van Franckenstein (Frits Lugt 2987) and his numbering
 'N3248' on verso

The Collection of Sir John Charles Robinson (Frits Lugt 1433)

The Collection of Sir Robert Mond (Frits Lugt 2813a) and thence by
 family descent to the present owner

LITERATURE

T. Borenius, assisted by Rudolf Wittkower, *Catalogue of the collection of*
Drawings by the Old masters formed by Sir Robert Mond, 1937, no. 256
 (as after Titian)

The present drawing is based on the upper register of Titian's painting of
The Madonna and Child with Saints in the Vatican.



300

300

Italian School, 17th Century

Frieze of marine deities

black chalk, pen and brown ink on paper, loss upper left, made up lower margin, pen and brown ink framing lines, verso sketch of a landscape

14.6 x 43cm (5 3/4 x 16 15/16in).

£700 - 1,000

€840 - 1,200

PROVENANCE

The Collection of Sir Robert Mond (Frits Lugt 2813a) and thence by family descent to the present owner

LITERATURE

T. Borenius, assisted by Rudolf Wittkower, *Catalogue of the collection of Drawings by the Old masters formed by Sir Robert Mond, 1937*, no. 94 (as Polfilo Giancarli)

301

Circle of Francesco Salvator Fontebasso (Venice 1709-1769)

Saint Peter in Prison

black chalk and wash on paper

41.4 x 20.8cm (16 5/16 x 8 3/16in).

£600 - 800

€720 - 960

PROVENANCE

The Collection of Sir Robert Mond (Frits Lugt 2813a) and thence by family descent to the present owner

LITERATURE

T. Borenius, assisted by Rudolf Wittkower, *Catalogue of the collection of Drawings by the Old masters formed by Sir Robert Mond, 1937*, no. 87 (as Francesco Fontebasso)



301



302

302

Circle of Michelangelo Buonarroti, called Michelangelo (Florence 1475-1564 Rome)

The dead Christ supported by two angels
red chalk on paper, cut lower right and made up, edges of figures
pounced, watermark fleur de lis in a double circle
18.1 x 19.3cm (7 1/8 x 7 5/8in).

£7,000 - 10,000

€8,400 - 12,000

PROVENANCE

The Collection of Sir John Charles Robinson (Frits Lugt 1433), [‘Arnold reproduced it in the catalogue for the Arnold Collection’], extensive inscription on mount by JC Robinson, dated June 1896

The Arnold Collection, Dresden

The Collection of Sir Robert Mond (Frits Lugt 2813a) and thence by family descent to the present owner

LITERATURE

T. Borenius, assisted by Rudolf Wittkower, *Catalogue of the collection of Drawings by the Old masters formed by Sir Robert Mond*, 1937, no. 212 (as Daniele Ricciarelli da Volterra)

Michael Hirst, ‘Daniele da Volterra and the Orsini Chapel, I, The Chronology and the Altarpiece’, *The Burlington Magazine*, CVIII, 1967, p.509, no. 35.

Paul Barolsky, *Daniele Da Volterra: A Catalogue Raisonné*, New York, 1979, p.131.

Hirst and Barolsky have proposed the connection of the present drawing to a lost picture of the ‘Cristo morto con le Marie’ which Daniele painted for Monsignor Della Casa, circa 1555-6. Barolsky wrote, ‘I believe the pricked Pieta drawing, probably by Daniele, which was formerly in the Mond collection, might be associated to the della Casa painting.’

On the basis of a photograph Professor Mary Vaccaro and Professor Paul Joannides have commented that the drawing could be by a member of Michelangelo’s circle such as Ascanio Condivi (1525-1574).



303

303

Attributed to Lorenzo Pasinelli (Bologna 1629-1700)

A putto holding a ewer

inscribed by another hand 'Pasinelli' (lower left)

brown wash on beige paper

13.2 x 15.5cm (5 3/16 x 6 1/8in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE

The Collection of Sir Robert Mond (Frits Lugt 2813a) and thence by family descent to the present owner

LITERATURE

T. Borenius, assisted by Rudolf Wittkower, *Catalogue of the collection of Drawings by the Old masters formed by Sir Robert Mond*, 1937, no. 68 (as Lorenzo Pasinelli)

End of Sale

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signed

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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.

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- ▲ Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- Φ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY	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.	10	MISCELLANEOUS		
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
 - 3.1.1 the *Purchase Price* for the *Lot*;
 - 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, 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."

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