

OLD MASTER PAINTINGS

Wednesday 29 October 2014 at 1pm Knightsbridge, London

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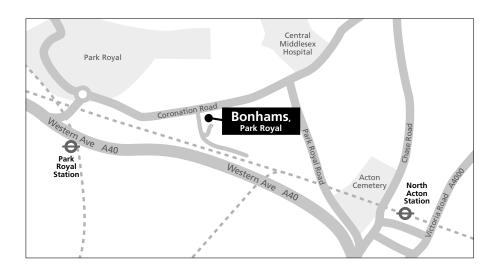
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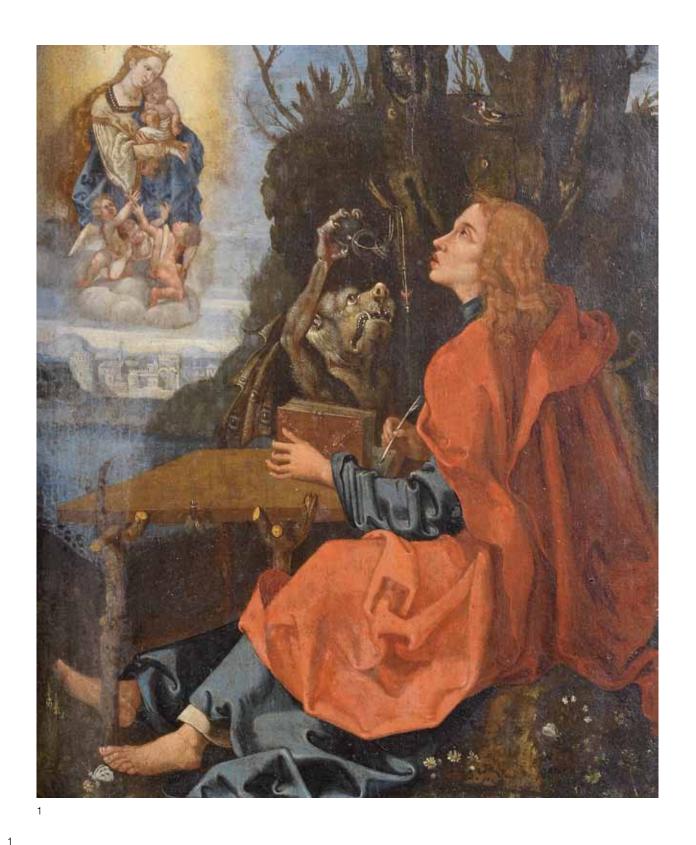
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GERMAN SCHOOL, 17TH CENTURY

Saint John on Patmos oil on panel 26.2 x 20.8cm (10 5/16 x 8 3/16in).

£3,000 - 5,000 €3,800 - 6,300







3

CIRCLE OF HERRI MET DE BLES (BOUVIGNES-SUR-MEUSE CIRCA 1510-1550 ANTWERP)

The Penitent Magdalen oil on panel 84 x 61cm (33 1/16 x 24in).

£2,000 - 3,000 €2,500 - 3,800

Provenance

Sale, Bonhams & Butterfields, San Francisco, 16 May 2006, lot 3035, where purchased by the present owner

3

ENGLISH SCHOOL, CIRCA 1700

Portrait of Edward VI, bust-length, in a black plumed hat oil on panel 21.2 x 16.5cm (8 3/8 x 6 1/2in).

£2,000 - 3,000 €2,500 - 3,800

The present work comes closest in type to a detail of one of the full-length portraits of the young king by William Scrots (one is in the Musée du Louvre, Paris, the other is in the Collection of Her Majesty the Queen).

/* V

ENGLISH SCHOOL, 17TH CENTURY

Portrait of a gentleman, three-quarter-length, in a black coat inscribed with a tree (upper left) and the sitter's coat-of-arms (upper right)

oil on panel

108 x 77.2cm (42 1/2 x 30 3/8in).

£3,000 - 5,000 €3,800 - 6,300



TUSCAN SCHOOL, 19TH CENTURY

The Madonna and Child with Saints Catherine and Agnes oil on gold ground panel, shaped top 44.6 x 20.8cm (17 9/16 x 8 3/16in).

£3,000 - 5,000 €3,800 - 6,300

FLORENTINE SCHOOL, LATE 15TH CENTURY

The Madonna and Child with a donor oil on panel 76.9 x 54cm (30 1/4 x 21 1/4in). unframed

£4,000 - 6,000 €5,000 - 7,500

STUDIO OF ALESSANDRO DI CRISTOFANO ALLORI (FLORENCE 1535-1607)

The Last Communion of Mary Magdalen with Saint Benedict oil on panel 65.9 x 52.2cm (25 15/16 x 20 9/16in).

£7,000 - 10,000 €8,800 - 13,000

Provenance

Diamanten-Regie, Berlin By whom sold, Graupe, Berlin, 27-29 May 1935, lot 5 Sale, Sotheby's, London, 7 July 1982, lot 238

Literature

Weltkunst, 1933, vol. VII, p. 5 S.L. Giovannoni, Alessandro Allori, Turin, 1991, p. 248, under no. 70 (as from the studio of Allori, possibly attributable to Butteri)









8

FLEMISH SCHOOL, 17TH CENTURY

The Good Samaritan putting the traveller on his donkey; and The Good Samaritan paying the innkeeper for the care of the wounded man a pair, oil on panel

11.1 x 13.6cm (4 3/8 x 5 3/8in). (2)

£8,000 - 12,000 €10,000 - 15,000

The present paintings are after two engravings from the series of four by Heinrich Aldegrever depicting the episodes from the parable of the Good Samaritan which were published in 1554.

9

ANTWERP SCHOOL, CIRCA 1550

Judith and her maidservant with the head of Holofernes oil on panel 69.3 x 39.8cm (27 5/16 x 15 11/16in).

£3,000 - 5,000 €3,800 - 6,300

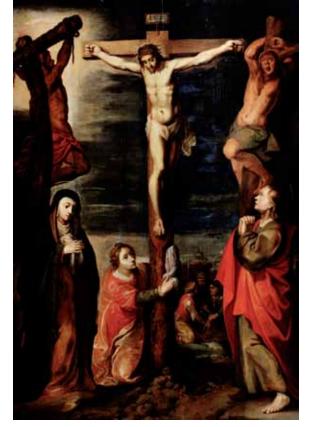
9



CIRCLE OF FRANS FRANCKEN THE YOUNGER (ANTWERP 1581-1642)

The Crucifixion monogram 'MD' (lower centre) oil on panel 104.8 x 73cm (41 1/4 x 28 3/4in).

£3,000 - 5,000 €3,800 - 6,300









MANNER OF FRANÇOIS QUESNEL, 19TH CENTURY

Portrait of a lady, bust-length, with a large ruff oil on panel 32.2 x 23.2cm (12 11/16 x 9 1/8in).

£2,500 - 3,500 €3,100 - 4,400

12

MANNER OF FRANÇOIS CLOUET, EARLY 18TH CENTURY

Portrait of a lady, bust-length, in a black dress oil on panel 28.2 x 20.6cm (11 1/8 x 8 1/8in).

£3,000 - 5,000 €3,800 - 6,300

13

FOLLOWER OF GIROLAMO SICIOLANTE DA SERMONETA (SERMONETA 1521-1580)

The Holy Family with the Infant Saint John the Baptist oil on canvas 56.2 x 51.8cm (22 1/8 x 20 3/8in).

£5,000 - 8,000 €6,300 - 10,000

13



STUDIO OF PASQUALE DE' ROSSI (VICENZA 1641-1725)

The Madonna and Child with angels, within a painted oval oil on canvas 18.4 x 24.1cm (7 1/4 x 9 1/2in).

£3,000 - 5,000 €3,800 - 6,300

The prime version of this painting is in the Musée des Beaux Arts, Le Havre.

AFTER LOUIS SILVESTRE THE YOUNGER, 18TH CENTURY

Portrait of Marie Louise Élisabeth d'Orléans, Dowager Duchess of Berry, three-quarter-length, in mourning dress oil on canvas 90 x 71.7cm (35 7/16 x 28 1/4in).

£3,000 - 5,000

€3,800 - 6,300

The present composition is after Louis Silvestre the Younger's original work, now in the Palace of Versailles, France. Marie Louise Elisabeth was the eldest of the surviving children of Philippe II, Duke of Orléans, Regent of France, and of his wife Françoise-Marie de Bourbon, a legitimised daughter of Louis XIV of France. In 1710 she married Charles, Duke de Berry, the youngest son of the Grand Dauphin.







CIRCLE OF JEAN-BAPTIST DE SAIVE II (MALINES 1597-1641)

A kitchen scene with a view of Piazza San Marco, Venice, beyond oil on canvas, unlined 157.5 x 205.4cm (62 x 80 7/8in). unframed

£6,000 - 8,000 €7,500 - 10,000

ANTWERP SCHOOL, 16TH CENTURY

Portrait of a gentleman, bust-length, in black fur-trimmed costume inscribed and dated 'Ao.1550.AETA.41' (upper left) 41.6 x 26cm (16 3/8 x 10 1/4in).

£1,500 - 2,000 €1,900 - 2,500



FLEMISH SCHOOL, CIRCA 1600

Figures gathered in a harbour with fishermen unloading their catch, a town beyond oil on canvas 87.9 x 119cm (34 5/8 x 46 7/8in).

£5,000 - 7,000 €6,300 - 8,800

19

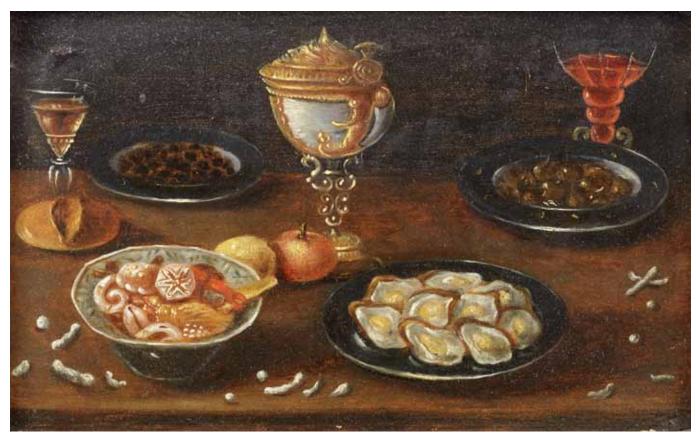
AMSTERDAM SCHOOL, 17TH CENTURY

Portrait of a lady, half-length, in a black and gold dress and white ruff oil on panel, octagonal 21.2 x 17.6cm (8 3/8 x 6 15/16in).

£5,000 - 7,000 €6,300 - 8,800



19





20

MANNER OF OSIAS BEERT THE ELDER, LATE 17TH CENTURY

Oysters, figs, olives and a nautilus cup on a table top oil on panel 14.5 x 24.5cm (5 11/16 x 9 5/8in).

£1,200 - 1,500 €1,500 - 1,900

Provenance

Sale, Sotheby's, London, 8 June 1966, lot 118 (as Peeters) The Fiorentini Collection, UK

A version of this composition was offered at Hôtel des Ventes d'Avignon, 24 June 1992, lot 50 (on panel, 49 x 64.5cm), as Circle of Osias Beert.

21*

ENGLISH SCHOOL, 17TH CENTURY

Portrait of a gentleman, half-length, in black costume oil on panel 51.6 x 40.4cm (20 5/16 x 15 7/8in).

£3,000 - 5,000 €3,800 - 6,300



CIRCLE OF JACOB BOUTTATS (ACTIVE ANTWERP, 1660-1718)

The Temptation of Adam oil on panel 74.2 x 105.3cm (29 3/16 x 41 7/16in).

£6,000 - 8,000 €7,500 - 10,000

23

CIRCLE OF DIRCK DIRCKSZ. VAN SANTVOORT (AMSTERDAM 1610-1680)

Portrait of a lady, full-length, in a black and red dress with a white ruff oil on canvas laid down on panel 42.1 x 29.4cm (16 9/16 x 11 9/16in).

£2,000 - 3,000 €2,500 - 3,800





ATTRIBUTED TO AMBROGIO BERGOGNONE (FOSSANO CIRCA 1470-CIRCA 1523)

The Madonna and Child with a Carthusian monk oil on panel 73.5 x 58cm (28 15/16 x 22 13/16in).

£15,000 - 20,000 €19,000 - 25,000

Provenance Buscaini Collection, Italy

Literature

Arte Figurativa, 1955, vol. 5 (according to Witt Library mount)

The figure of the Carthusian monk holding a book is repeated, in reverse, in Bergognone's *Madonna and Child with Saint Claire and a Carthusian monk*, in the Pinacoteca di Brera, Milan.





25 **LAZZARO DI JACOPO BASTIANI (VENICE 1425-1512)**

Saint Liberale; and Saint Roch a pair, oil on panel 31.5 x 17cm (12 3/8 x 6 11/16in). (2)

£10,000 - 15,000 €13,000 - 19,000

Provenance

Quincey Shaw Esq., Boston, early 20th century From whom acquired by Justin K. Thannhauser, post 1940 Sale, Karl & Faber, Munich, 26 November 1964, lot 102 With Agnew's, London, 1968 Where purchased by the present owner's mother

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



FOLLOWER OF BARTOLOMEO NERONI, CALLED RICCIO (SIENA CIRCA 1500-1571)

Ecce Homo oil on panel, tondo, in an integral frame 54.5cm (21 7/16in). diameter

£4,000 - 6,000 €5,000 - 7,500



PROPERTY TO BE SOLD BY ORDER OF THE EXECUTORS OF A DECEASED'S ESTATE (LOTS 27-33)

CIRCLE OF GASPAR PIETER VERBRUGGEN I (ANTWERP 1635-1681)

A rose, chrysanthemums, tulips and other flowers in an urn on a stone ledge oil on canvas 62.3 x 47.7cm (24 1/2 x 18 3/4in). bears inscription 'Abraham Mignon/ 1713' (on the reverse)

£3,000 - 5,000 €3,800 - 6,300

Provenance

'From Dentist Shew's Collection, Grosvenor, Bath' (according to a label on the reverse). This is most likely George Shew, Esq., 'an eminent surgeon dentist in Bath' whose death at the age of 75 was recorded in the Gentleman's Magazine on the 11 March, 1818
From whom it was most likely acquired by Ernest Rooke of Bath, then

by descent to John Wentworth Rooke (b.1887) of The Ivy, Chippenham and thence by family descent to the present owners





CIRCLE OF ANTONIO PIETRO ZUCCHI (VENICE 1726-1795 ROME)

A decorative frieze of classical figures and horses oil on canvas 48.2 x 182.5cm (19 x 71 7/8in).

£1,000 - 1,500 €1,300 - 1,900

29^W

FOLLOWER OF GUIDO RENI (CALVENZANO 1575-1642 BOLOGNA)

The Denial of Saint Peter oil on canvas 94 x 124.3cm (37 x 48 15/16in). unframed

£1,500 - 2,000 €1,900 - 2,500

Provenance

Thellusson family, Aldeburgh Frederika Charlotte Louisa Rooke (1861-1954; née Thellusson and granddaughter of Frederick Vernon Wentworth (b.1795) of Wentworth Castle) and Mortimer Rooke (1854-1942) of The Ivy, Chippenham and thence by family descent to the present owners



30^W

AFTER MICHELANGELO MERISI DA CARAVAGGIO, **17TH CENTURY**

The Card Sharps oil on canvas 95 x 126cm (37 3/8 x 49 5/8in).

£1,500 - 2,000 €1,900 - 2,500

Provenance

Thellusson family, Aldeburgh

Frederika Charlotte Louisa Rooke (1861-1954; née Thellusson and granddaughter of Frederick Vernon Wentworth (b.1795) of Wentworth Castle) and Mortimer Rooke (1854-1942) of The Ivy, Chippenham and thence by family descent to the present owners

The present composition is after Caravaggio's original in the Kimbell Art Museum, Fort Worth, Texas.

ATTRIBUTED TO JOHN OPIE R.A. (TREVELLAS 1761-1807 LONDON)

Portrait of a boy, half-length, in a red coat, seated in a landscape oil on panel 28.6 x 22.2cm (11 1/4 x 8 3/4in).

£1,000 - 1,500 €1,300 - 1,900

Provenance

Bequeathed by Sidney G.A. Shippard by Mrs Elizabeth Hosier (née Cawthorne) (according to an old inscription on the reverse)

Another version of this composition is in the Royal Institution of Cornwall, Truro (on canvas, 61 x 50.5cm.).







32

CIRCLE OF CORNELIS DUSART (HAARLEM 1660-1704)

Topers smoking and drinking in an interior oil on panel 25.5 x 20.7cm (10 1/16 x 8 1/8in).

£2,000 - 3,000 €2,500 - 3,800

Provenance

Thellusson family, Aldeburgh Frederika Charlotte Louisa Rooke (1861-1954; née Thellusson and granddaughter of Frederick Vernon Wentworth (b.1795) of Wentworth Castle) and Mortimer Rooke (1854-1942) of The Ivy, Chippenham and thence by family descent to the present owners

33

CIRCLE OF FRANS FRANCKEN THE YOUNGER (ANTWERP 1581-1642)

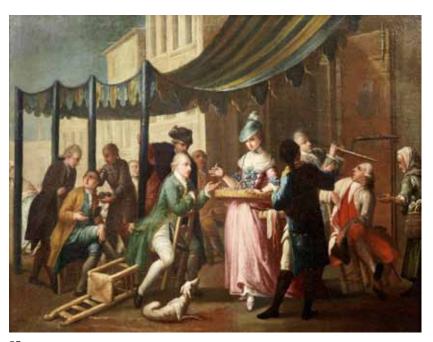
A soldier on horseback oil on panel 31.8 x 24.1cm (12 1/2 x 9 1/2in).

£1,500 - 2,000 €1,900 - 2,500

Provenance

Thellusson family, Aldeburgh Frederika Charlotte Louisa Rooke (1861-1954; née Thellusson and granddaughter of Frederick Vernon Wentworth (b.1795) of Wentworth Castle) and Mortimer Rooke (1854-1942) of The lvy, Chippenham and thence by family descent to the present owners





OTHER PROPERTIES

34

PIEDMONT SCHOOL, 18TH CENTURY

A group of elegant ladies, one giving a child a spank oil on panel 34.6 x 39.7cm (13 5/8 x 15 5/8in).

£3,000 - 5,000 €3,800 - 6,300

NORTH ITALIAN SCHOOL, 18TH CENTURY

Elegant figures at the marketplace oil on canvas 41.1 x 53.2cm (16 3/16 x 20 15/16in).

£5,000 - 7,000 €6,300 - 8,800





CIRCLE OF HENDRIK VAN BALEN THE YOUNGER (ANTWERP 1623-1661)

The Adoration of the Magi oil on copper 55.4 x 73cm (21 13/16 x 28 3/4in).

£2,000 - 3,000 €2,500 - 3,800

Provenance
The Busca Collection, Villa Serbelloni, Como, acquired in the 18th or 19th century and thence by descent to the present owners



37

JAN VAN DE VENNE, CALLED PSEUDO VAN DE VENNE (MALINES CIRCA 1600-CIRCA 1651 BRUSSELS)

Saint Jerome in the Wilderness oil on panel 64.3 x 82.3cm (25 5/16 x 32 3/8in).

£3,000 - 5,000 €3,800 - 6,300

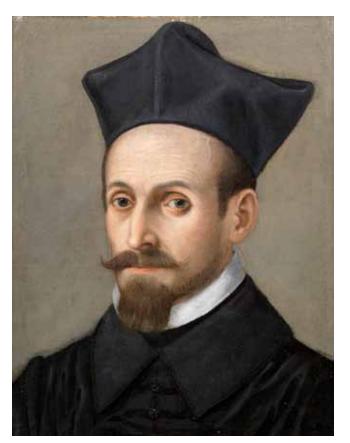
ANTWERP SCHOOL, 17TH CENTURY

The Nativity; and The Adoration of the Magi a pair, oil on copper, ovals 12.8 x 10.2cm (5 1/16 x 4in). (2)

£1,000 - 1,500 €1,300 - 1,900







FOLLOWER OF FRANCESCO BATTAGLIOLI (?MODENA CIRCA 1710-1796 ?VENICE)

Elegant figures in a courtyard, an Italianate landscape beyond; and Figures in a *capriccio* landscape, a hillside town in the distance a pair, oil on canvas 47.6 x 60.2cm (18 3/4 x 23 11/16in). (2) unframed

£2,000 - 4,000 €2,500 - 5,000

WORKSHOP OF DANIELE CRESPI (BUSTO ARSIZIO 1598-1630 MILAN)

Portrait of a cleric, bust-length, in black robes oil on canvas 42.5 x 32.8cm (16 3/4 x 12 15/16in).

£2,000 - 3,000 €2,500 - 3,800



FOLLOWER OF SEBASTIANO DEL PIOMBO (VENICE CIRCA 1485-1547 ROME)

Portrait of a cleric, bust-length, in blue robes oil on panel 28.8 x 22.1cm (11 5/16 x 8 11/16in).

£2,000 - 3,000 €2,500 - 3,800







FOLLOWER OF FRANCESCO GUARDI (VENICE 1712-1793)

A capriccio of a walled city with an arch oil on canvas, oval 58.5 x 75cm (23 1/16 x 29 1/2in).

£3,000 - 4,000 €3,800 - 5,000

CIRCLE OF JAN VAN DER STRAET, CALLED STRADANUS (BRUGES 1523-1605 FLORENCE)

Portrait of a gentleman, half-length, in black costume and holding a letter inscribed 'Al Molto/ Thona' (on the letter, lower centre) oil on panel, octagonal 76.6 x 62.6cm (30 3/16 x 24 5/8in).

unframed

£4,000 - 6,000 €5,000 - 7,500



44

CIRCLE OF ANTONIO CANAL, CALLED IL CANALETTO (VENICE 1697-1768)

The Grand Canal, Venice, looking North-East from the Palazzo Balbi to the Rialto Bridge oil on canvas 65 x 82.5cm (25 9/16 x 32 1/2in).

£5,000 - 7,000 €6,300 - 8,800

The present composition is based on Canaletto's original, now in the Ferens Art Gallery, Kingston upon Hull, with differences to the figures and boats.

45

AFTER FEDERICO BAROCCI, 17TH CENTURY

The Madonna of the Cat oil on canvas 96.1 x 75.1cm (37 13/16 x 29 9/16in). unframed

£2,000 - 3,000 €2,500 - 3,800

The present composition is a detail after Barocci's original, now in The National Gallery, London.







46

CIRCLE OF CRISTOFORO MUNARI (REGGIO EMILIA 1667-1720 PISA)

Carnations, roses and other flowers with grapes, glasses of wine and a pallette on a draped table oil on canvas laid down on board 51.3 x 70.9cm (20 3/16 x 27 15/16in).

£1,200 - 1,800 €1,500 - 2,300

FOLLOWER OF THE LE NAIN BROTHERS (ACTIVE FRANCE, 17TH CENTURY)

Head study of an old lady oil on paper laid on canvas 37.5 x 31.8cm (14 3/4 x 12 1/2in).

£1,500 - 2,000 €1,900 - 2,500

Provenance

With Hazlitt's, London, 1946 Sale, Bonhams, Knightsbridge, 25 April 2001, lot 323



48

CIRCLE OF CORNELIS HUYSMANS (ANTWERP 1648-1727 MECHELEN)

Travellers on a country path, before an Italianate landscape oil on canvas 56 x 87.5cm (22 1/16 x 34 7/16in).

£3,000 - 5,000 €3,800 - 6,300

Provenance With Agnew's, London

CIRCLE OF CHARLES POËRSON THE ELDER (VIC-SUR-SEILLE 1609-1667 PARIS)

Judith with the head of Holofernes oil on copper 21.6 x 16.5cm (8 1/2 x 6 1/2in).

£4,000 - 6,000 €5,000 - 7,500







FOLLOWER OF MATHYS SCHOEVAERDTS (BRUSSELS 1665-1695)

Elegant figures on horseback purchasing fruit from a vendor, in a riverside village oil on panel 35.9 x 55.6cm (14 1/8 x 21 7/8in).

£1,200 - 1,800 €1,500 - 2,300

51^W

AFTER JACOB JORDAENS, 17TH CENTURY

The Veneration of the Eucharist oil on canvas 127 x 107.3cm (50 x 42 1/4in).

£1,500 - 2,000 €1,900 - 2,500

The present composition is after Jordaens's original, now in The National Gallery of Ireland, Dublin.

51



52

MANNER OF DAVID TENIERS THE YOUNGER, 18TH CENTURY

Figures dancing and feasting outside a tavern oil on canvas 57.6 x 90cm (22 11/16 x 35 7/16in).

£2,000 - 3,000 €2,500 - 3,800

STUDIO OF FRANS FRANCKEN THE YOUNGER (ANTWERP 1581-1642)

Elegant figures dancing in an interior oil on panel 47.8 x 35.6cm (18 13/16 x 14in).

£5,000 - 7,000 €6,300 - 8,800

The present composition is based on Frans Francken the Younger's original, which was in the collection of R. Begeer, Voorschoten, 1961.



53





CIRCLE OF ANTON MIROU (ANTWERP 1578-1627 FRANKENTHAL)

Huntsmen in a wooded landscape, a village beyond oil on panel 16.8 x 22.4cm (6 5/8 x 8 13/16in).

£3,000 - 5,000 €3,800 - 6,300

CIRCLE OF ANDRIES DANIELS (ANTWERP CIRCA 1580-AFTER 1640)

Tulips, roses, narcissi and other flowers in a vase on a table top oil on panel 19.5 x 11.8cm (7 11/16 x 4 5/8in).

£8,000 - 12,000 €10,000 - 15,000



KERSTIAEN DE KEUNINCK (ANTWERP 1560-1633)

An extensive hilly landscape with farmsteads oil on panel 40 x 64cm (15 3/4 x 25 3/16in).

£3,500 - 4,500 €4,400 - 5,700

Provenance

With D. Komter, Amsterdam, 1925 Sale, Mak van Waay, 09-12 March 1926, lot 108 With J. Nypels-Kamerlingh Onnes, Warmond Sale, Lempertz, Cologne, 11 November 1976, lot 491 (as signed)

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

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

Private Collection, The Netherlands

Sale, Dorotheum, Vienna, 11 December 2007, lot 161 Sale, Christie's, Amsterdam, 10 November 2008, lot 83

57

DUTCH SCHOOL, 17TH CENTURY

The Holy family with Saint Anne and angels oil on panel 28.3 x 22.8cm (11 1/8 x 9in).

£5,000 - 7,000 €6,300 - 8,800

The present work follows the engraving by Aegidius Saedler the younger after a lost work by Hans von Aachen, of which there are numerous copies. The subject has also been painted by Pieter Veen, (signed, on panel, 36 x 30cm.) and is published in C. Wansink, 'Pieter Veen (1667-1736), een vergeten Rotterdamse historie- en portretschilder', in Oud Holland, vol. 108, 1994, issue 4, no. 12, pp.223, 232 as whereabouts unknown).



57





CIRCLE OF JAN SOENS, CALLED IL FIAMMINGO ('S-HERTOGENBOSCH 1547-CIRCA 1614 PARMA)

Venus and Cupid, before a landscape oil on canvas 70.2 x 90.5cm (27 5/8 x 35 5/8in).

£5,000 - 7,000 €6,300 - 8,800

VERONESE SCHOOL, 17TH CENTURY

Christ as the Man of Sorrows oil on slate, oval 40.1 x 30.2cm (15 13/16 x 11 7/8in).

£2,000 - 3,000 €2,500 - 3,800



60

AFTER TIZIANO VECELLIO, CALLED TITIAN, 18TH CENTURY

Venus with an organist and a dog oil on canvas 46.6 x 75.8cm (18 3/8 x 29 13/16in).

£1,500 - 2,000 €1,900 - 2,500

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

VERONESE SCHOOL, 17TH CENTURY

The Crucifixion oil on slate 25.4 x 18.5cm (10 x 7 5/16in).

£2,000 - 3,000 €2,500 - 3,800







ATTRIBUTED TO RAYMOND LE VIEUX (NIMES CIRCA 1625-1699)

Two spaniels on a cushion oil on canvas 36.6 x 46.5cm (14 7/16 x 18 5/16in).

£3,000 - 5,000 €3,800 - 6,300

FOLLOWER OF SIR ANTHONY VAN DYCK (ANTWERP 1599-1641 BLACKFRIARS)

The Finding of Moses oil on canvas 138.1 x 114.6cm (54 3/8 x 45 1/8in).

£5,000 - 7,000 €6,300 - 8,800



CIRCLE OF BERNHARD KEIL (HELSINGOR 1624-1687 ROME)

A mother and a child with a maid in an interior oil on canvas 112.4 x 80.8cm (44 1/4 x 31 13/16in).

£2,000 - 3,000 €2,500 - 3,800

W. HAHN (ACTIVE LONDON, 19TH CENTURY)

Portrait of Charles I on horseback signed and inscribed 'Equestrian Portrait of Charles King I of England by Sir Anthony Van Dyck, **** 1644/Copie by Wm Hahn from Saxony/62 Delancey Street, Camden Town, London' (on the reverse) oil on canvas 82 x 63.5cm (32 5/16 x 25in).

£1,500 - 2,000 €1,900 - 2,500

The present composition is after Van Dyck's original in The National Gallery, London.







SPANISH FOLLOWER OF LUCA GIORDANO, 18TH CENTURY

The Cleansing of the Temple oil on canvas 58.5 x 73.5cm (23 1/16 x 28 15/16in).

£2,000 - 3,000 €2,500 - 3,800

Provenance

Sale, Hotel Drouot, Paris, 28 March 2001, lot 90

The present composition is after Luca Giordano's (1634-1705) lost original, which was once in the Palais Royale, Paris with its companion The Pool of Bethesda. Both paintings were transferred to Charles Il of Spain. The painting is known to us through an engraving by C. Delaunay the Younger (see: O. Ferrari and G. Scavizzi, Luca Giordano, Naples, 1962, vol. 2, p. 401, engraving no. 1084).

ATTRIBUTED TO PEDRO NÚÑEZ DEL VALLE (MADRID CIRCA 1597-1649)

The Christ Child as Salvator Mundi oil on canvas 113.5 x 80.8cm (44 11/16 x 31 13/16in).

£5,000 - 7,000 €6,300 - 8,800

Provenance

Sotheby's, London, 11 October 1961, lot 118 (as Spanish School, 17th Century)

Literature

Boletín Museo del Prado, tomo XXIX, no. 47, 2001 (as attributed to Nuñez del Valle), p. 90, ill. no. 13



CIRCLE OF VICENTE LÓPEZ Y PORTAÑA (VALENCIA 1772-1850 MADRID)

Joseph's Dream oil on copper, oval 48 x 42cm (18 7/8 x 16 9/16in).

£4,000 - 6,000 €5,000 - 7,500

CIRCLE OF ANTONIO PUGA (OURENSE 1602-1648 MADRID)

Beggar women oil on canvas 93.2 x 74.6cm (36 11/16 x 29 3/8in).

£3,000 - 5,000 €3,800 - 6,300

70^W

PEDRO LOPEZ CALDERON (ACTIVE MEXICO, 18TH CENTURY)

The Penitent Magdalen signed and dated 'Pedro Lopez Calderon fact. al. de 1721' (lower centre) oil on canvas 166.7 x 109.9cm (65 5/8 x 43 1/4in).

£4,000 - 6,000 €5,000 - 7,500









DUTCH SCHOOL, 17TH CENTURY

Portrait of a Negress; and Portrait of a Negro Slave a pair, the former oil on panel and the latter oil on canvas laid down on panel, ovals 22.6 x 17.1cm (8 7/8 x 6 3/4in). (2)

£6,000 - 8,000 €7,500 - 10,000



72 FLEMISH FOLLOWER OF ADAM ELSHEIMER (FRANKFURT AM MAIN 1578-1610 ROME)

The Flight into Egypt oil on copper 13.6 x 16.8cm (5 3/8 x 6 5/8in). unframed panel makers mark 'KW' (on the reverse)

£5,000 - 7,000 €6,300 - 8,800

Several versions of the present composition exist by Elsheimer, all of which differ slightly from his most famous work of this subject now in the Bayerische Staatsgemäldesammlungen, Munich. In the latter painting, Joseph appears to the right of Mary, with his lamp illuminating the donkey whereas in the present work he stands on the far side lighting the path ahead. Other paintings of this composition were previously in the Collection of Sir E. Bacon at Raveningham Hall and a further work, on panel, offered in the Edwardes sale at Sotheby's on 8 December 1926, lot 14, which was formerly in the collection of the Queen of Spain.





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)

£3,000 - 5,000 €3,800 - 6,300

CIRCLE OF PIERRE MIGNARD (TROYES 1612-1695 PARIS)

Portrait of a lady, said to be Louise-Francoise de Bourbon, half-length, in a blue embroidered dress, seated with a dog oil on canvas 70 x 46.5cm (27 9/16 x 18 5/16in).

£1,000 - 1,500

€1,300 - 1,900



ATTRIBUTED TO JEAN DUCAYER (ACTIVE FRANCE, 1605-1635)

Portrait of a young lady, bust-length, in a yellow dress and hat, in the guise of a shepherdess oil on panel 30.7 x 26.1cm (12 1/16 x 10 1/4in).

£1,200 - 1,800 €1,500 - 2,300







77

CIRCLE OF ADRIAEN FRANS BOUDEWIJNS (BRUSSELS 1644-1711), AND CIRCLE OF PIETER BOUT (BRUSSELS 1658-1719)

Figures preparing for market day oil on canvas 57.8 x 80.5cm (22 3/4 x 31 11/16in).

£2,000 - 3,000 €2,500 - 3,800

JAN VAN GOOL (THE HAGUE 1685-1765)

Shepherds tending their flock signed 'F.V:Gool./F.t' (on rock, lower right) oil on panel 35.8 x 48.2cm (14 1/8 x 19in).

£2,500 - 3,500 €3,100 - 4,400



AFTER DAVID TENIERS THE YOUNGER, 18TH CENTURY

Figures playing boule outside an inn bears intials 'T.V.A' (lower left) oil on copper 20.4 x 29.4cm (8 1/16 x 11 9/16in).

£2,500 - 3,500 €3,100 - 4,400

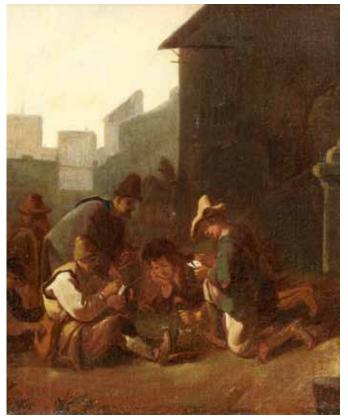
The present composition is after Teniers' original work, known through an engraving.

79

CIRCLE OF PIETER JACOBSZ. VAN LAER (HAARLEM CIRCA 1582-CIRCA 1642)

Card players oil on canvas 34.5 x 28cm (13 9/16 x 11in).

£1,500 - 2,000 €1,900 - 2,500







ATTRIBUTED TO PANDOLFO RESCHI (DANZIG 1643-1699 FLORENCE)

An Italianate landscape with travellers on a country path, a hillside town in the distance oil on canvas 43.2 x 71.6cm (17 x 28 3/16in).

£4,000 - 6,000 €5,000 - 7,500

ITALIAN SCHOOL, LATE 16TH CENTURY

Noli me tangere oil on panel 69.5 x 53.9cm (27 3/8 x 21 1/4in).

£2,000 - 3,000 €2,500 - 3,800



82

ITALIAN SCHOOL, 17TH CENTURY

An extensive river landscape with drovers and their herd before a town oil on canvas 76.2 x 122.2cm (30 x 48 1/8in).

£1,500 - 2,000 €1,900 - 2,500

CIRCLE OF FRANCESCO MAFFEI (VICENZA CIRCA 1605-1660)

Saint Roch oil on paper laid down on canvas 50.6 x 35cm (19 15/16 x 13 3/4in).

£1,000 - 1,500 €1,300 - 1,900







AFTER FRANCESCO GUARDI, 19TH CENTURY

The Piazzetta looking towards San Giorgio Maggiore, Venice oil on canvas 43 x 70cm (16 7/8 x 27 1/2in).

£1,200 - 1,800 €1,500 - 2,300

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

85^W

AFTER TIZIANO VECELLIO, CALLED TITIAN, 18TH CENTURY

Venus blinding Love oil on canvas 107 x 108.3cm (42 1/8 x 42 5/8in). in a 17th century carved and gilded frame

£4,000 - 6,000 €5,000 - 7,500

Provenance

Sale, Christie's, London, 29 January 1965 (according to a label on the reverse)

Sale, Bonhams, London, 28 October 2009, lot 12, where purchased by the present owner

The present painting reproduces the left side of Titian's original composition now in the Galleria Borghese, Rome.



ATTRIBUTED TO ANTON SCHRANZ THE YOUNGER (ACTIVE MALTA, 1801-CIRCA 1865)

An Eastindiaman entering the harbour at Valetta, Malta oil on canvas 20.5 x 30.8cm (8 1/16 x 12 1/8in).

£1,500 - 2,000 €1,900 - 2,500

Provenance

Sale, Christie's, London, 10 May 1963, lot 98 (as English School, 19th Century)

87

AFTER GUIDO RENI, 17TH CENTURY

The Magdalen oil on canvas, unlined 74.3 x 60.9cm (29 1/4 x 24in).

£4,000 - 6,000 €5,000 - 7,500

The present composition is after Reni's original in the Walters Art Museum, Baltimore.







FOLLOWER OF PHILIPS WOUWERMAN (HAARLEM 1619-1668)

Figures outside an inn oil on panel 38.8 x 47.8cm (15 1/4 x 18 13/16in).

£1,500 - 2,000 €1,900 - 2,500

Provenance

With Frost and Reed, London (according to a label on the reverse)

CIRCLE OF ADRIAEN JANSZ. VAN OSTADE (HAARLEM 1610-1685)

Peasants in a barn signed 'Av.ost**de' (lower right) oil on panel 27.5 x 21.5cm (10 13/16 x 8 7/16in).

£1,000 - 1,500 €1,300 - 1,900

Herbert N. Bier, London, 1951 whence acquired by the present owner's family and thence by descent



90

PIETER VAN BLOEMEN, CALLED STANDARD (ANTWERP 1657-1720)

Two horses bears signature 'A.Cuyp' (lower left) oil on canvas 27.5 x 38cm (10 13/16 x 14 15/16in).

£4,000 - 6,000 €5,000 - 7,500

Provenance

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

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

CIRCLE OF ADRIAEN JANSZ. VAN OSTADE (HAARLEM 1610-1685)

Peasants in a tavern bears signature 'AOSTADE' (upper left) oil on panel 25.2 x 20cm (9 15/16 x 7 7/8in).

£1,000 - 1,500 €1,300 - 1,900

Provenance

Herbert N. Bier, London, 1951 whence acquired by the present owner's family and thence by descent







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).

£4,000 - 6,000 €5,000 - 7,500

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

STUDIO OF DOMENICO BRANDI (NAPLES 1683-1736)

The Penitent Magdalen oil on canvas 74.6 x 62cm (29 3/8 x 24 7/16in).

£1,500 - 2,000 €1,900 - 2,500



CIRCLE OF FRANCESCO ALBANI (BOLOGNA 1578-1660)

Putti weaving garlands of flowers before a landscape oil on canvas 29.2 x 54.4cm (11 1/2 x 21 7/16in).

£3,000 - 5,000 €3,800 - 6,300

The two putti figures are a motif taken from the painting of *Spring* from the cycle of *Four Seasons* by Francesco Albani. A variant cycle of four small paintings representing the four seasons was formerly in the Aldrovandi collection, Bologna.

CIRCLE OF BENEDETTO GENNARI II (CENTO 1633-1715 BOLOGNA)

Mater Dolorosa, within a painted oval oil on canvas 65 x 54cm (25 9/16 x 21 1/4in).

£2,000 - 3,000 €2,500 - 3,800







CIRCLE OF JOSEPH VAN BREDAEL (ANTWERP 1688-1739 PARIS)

A village scene with figures preparing wagons and horses oil on panel 17.5 x 23.5cm (6 7/8 x 9 1/4in).

£3,000 - 5,000 €3,800 - 6,300

Provenance

Sale, Sotheby's, London, 19 January 1967, lot 145 The Fiorentini Collection, UK

FOLLOWER OF SIR ANTHONY VAN DYCK (ANTWERP 1599-1641 BLACKFRIARS)

Portrait of a boy with a bubble oil on paper laid down on canvas 37.5 x 28.2cm (14 3/4 x 11 1/8in).

£2,000 - 3,000 €2,500 - 3,800



CIRCLE OF CHRISTIAN GEORG SCHÜTZ II (FLORSHEIM 1758-1823 FRANKFURT)

An extensive river landscape with washerwomen and fishermen and a walled town in the distance oil on canvas 34 x 42.3cm (13 3/8 x 16 5/8in).

£1,000 - 1,500 €1,300 - 1,900

STUDIO OF THOMAS WILLEBOIRTS, CALLED BOSSCHAERT (BERGEN-OP-ZOOM 1614-1654 ANTWERP)

The Deposition oil on panel, shaped top 40.8 x 29.2cm (16 1/16 x 11 1/2in).

£3,000 - 5,000 €3,800 - 6,300

The prime version of the present composition is in Klooster van de Zwartzusters-Augustinessen, Antwerp. Three other versions are recorded (see: A.Heinrich, Thomas Willeboirts Bosschaert, Brepois, 2003, nos. 5, 6 and 7).







100

CIRCLE OF BONAVENTURA PEETERS THE ELDER (ANTWERP 1614-1652 HOBOKEN)

A capriccio of a Mediterranean harbour, with ships anchored and figures on the quayside oil on panel 41.7 x 72.2cm (16 7/16 x 28 7/16in).

£5,000 - 7,000 €6,300 - 8,800

CIRCLE OF GASPAR PIETER VERBRUGGEN I (ANTWERP 1635-1681)

Roses, tulips, hollyhocks, marigolds, morning glory and other flowers in fluted vases a pair, oil on canvas 72.5 x 58.2cm (28 9/16 x 22 15/16in). (2)

£4,000 - 6,000 €5,000 - 7,500



102 FLEMISH SCHOOL, 18TH CENTURY

A village scene with river landscape oil on panel 26 x 41.6cm (10 1/4 x 16 3/8in).

£3,000 - 4,000 €3,800 - 5,000







EGBERT VAN HEEMSKERCK THE ELDER (HAARLEM 1634-1704 LONDON)

A Quakers' meeting oil on canvas 61 x 78.4cm (24 x 30 7/8in).

£1,500 - 2,000 €1,900 - 2,500

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.

ISAAC LUTTICHUYS (LONDON 1616-1673 AMSTERDAM)

Portrait of a lady, three-quarter-length, in a white dress and blue shawl, with a pearl necklace, holding a rose oil on canvas 104.9 x 85.3cm (41 5/16 x 33 9/16in).

£6,000 - 8,000 €7,500 - 10,000

Isaac Luttichuys has painted four other portraits of similar poses (see: B. Ebert, Simon und Isaack Luttichuys: Monographie mit kritischem Werkverzeichnis, Berlin, 2009, IS.A70, p. 500, IS.A79, p. 502, IS.A94, p. 505 and IS. A10, p. 507).



105

STUDIO OF GODFRIED SCHALCKEN (DORDRECHT 1643-1706 THE HAGUE)

A candlelit interior with a young artist sketching a statue of the Madonna and Child bears signature 'GDOV' (on plinth, lower right) oil on panel 53 x 68cm (20 13/16 x 26 3/4in).

£1,000 - 2,000 €1,300 - 2,500

Provenance

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

106

CIRCLE OF MARY BEALE (SUFFOLK 1633-1699 LONDON)

Portrait of a gentleman, bust-length, in black, within a feigned stone cartouche oil on canvas 76.4 x 63.6cm (30 1/16 x 25 1/16in).

£2,000 - 3,000 €2,500 - 3,800



106





FOLLOWER OF JAN WILDENS (ANTWERP 1586-1653)

Shepherds and sherpherdesses tending to their flocks in a landscape oil on panel 41.8 x 57.2cm (16 7/16 x 22 1/2in).

£4,000 - 6,000 €5,000 - 7,500

FOLLOWER OF FRANS HALS (ANTWERP 1580-1666 HAARLEM)

Study of a boy with a dog oil on panel 35.2 x 29cm (13 7/8 x 11 7/16in). unframed

£2,000 - 3,000 €2,500 - 3,800

There are several other known versions of this composition, all of which are given to followers of Hals, see; Glasgow Art Gallery, The Rothschild Collection, Vienna, and The National Gallery, Oslo.



109

FOLLOWER 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).

£2,000 - 3,000 €2,500 - 3,800

110

AMSTERDAM SCHOOL, 17TH CENTURY

Portrait of a lady, bust-length, in a black dress and pearl necklace oil on paper laid down on panel 33.2 x 26.2cm (13 1/16 x 10 5/16in).

£1,500 - 2,000 €1,900 - 2,500





JAN MARIENHOF (?UTRECHT CIRCA 1640-CIRCA 1677)

Portrait of a gentleman, three-quarter-length, in green, red and white costume signed '****enho*' (lower left) oil on panel 25.1 x 18.3cm (9 7/8 x 7 3/16in).

£5,000 - 7,000 €6,300 - 8,800

Provenance

Herbert N. Bier, London, 1951 whence acquired by the present owner's family and thence by descent



112

ATTRIBUTED TO HERMANN VAN DER MIJN (AMSTERDAM 1684-CIRCA 1741 LONDON)

Portrait of a lady, traditionally identified as Anne Liddell, half-length, in a white dress with a black shawl oil on canvas 93.6 x 74.2cm (36 7/8 x 29 3/16in).

£3,000 - 5,000 €3,800 - 6,300

Provenance

Ravensworth Castle, until 1808 when the castle was rebuilt (according to a label on the reverse)

The sitter, Anne Liddell was the daughter of Sir Peter Delme, Knight, Alderman and Lord Major of London. She married Sir Henry Liddell of Ravensworth Castle, Durham, who later became the 1st Baron Ravensworth, in 1735 and had one daughter.





JAN WYCK (HAARLEM CIRCA 1640-1702 MORTLAKE)

A cavalry skirmish signed 'JWyck' (lower right) oil on canvas 71.6 x 85.5cm (28 3/16 x 33 11/16in).

£4,000 - 6,000 €5,000 - 7,500

CIRCLE OF JAN VAN HUCHTENBURG (HAARLEM 1647-1733 AMSTERDAM)

An elegant company departing for the hunt oil on panel 62.7 x 52cm (24 11/16 x 20 1/2in).

£4,000 - 6,000 €5,000 - 7,500



FOLLOWER OF PHILIPS WOUWERMAN (HAARLEM 1619-1668)

A study of figures and animals bears signature, inscription and date 'P. Wouvermans, a mon ami C. Lorrain, 1664' (lower left) oil on canvas 18.7 x 36.5cm (7 3/8 x 14 3/8in).

£3,000 - 5,000 €3,800 - 6,300

116

CIRCLE OF ABRAHAM JANSZ. BEGEYN (LEIDEN 1637-1697 BERLIN)

Figures and animals by a rocky outcrop bears inventory number '3' (lower right) oil on canvas 67.5 x 54.2cm (26 9/16 x 21 5/16in).

£2,000 - 3,000 €2,500 - 3,800







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).

£1,800 - 2,500 €2,300 - 3,100

CIRCLE OF GIOVANNI BATTISTA VOLPATO (BASSANO DEL GRAPPA 1633-1706 ROME)

The Miracle of Pentecost oil on canvas 74 x 54.7cm (29 1/8 x 21 9/16in).

£3,000 - 5,000 €3,800 - 6,300



119^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).

£5,000 - 7,000 €6,300 - 8,800

120

CIRCLE OF LEANDRO DA PONTE, CALLED LEANDRO BASSANO (BASSANO 1557-1622 VENICE)

Portrait of a gentleman, three-quarter length, in black costume, standing oil on canvas 101 x 96.5cm (39 3/4 x 38in).

£3,000 - 5,000 €3,800 - 6,300







THE PROPERTY OF A COLLECTOR, ILLINOIS (LOTS 121, 126, 147 AND 156)

121*

BOLOGNESE SCHOOL, EARLY 17TH CENTURY

Christ in the Garden of Gethsemane oil on canvas 35.5 x 44.5cm (14 x 17 1/2in).

£4,000 - 6,000 €5,000 - 7,500

OTHER PROPERTIES

LOMBARD SCHOOL, EARLY 17TH CENTURY

The Holy Family with Saint Anne oil on canvas 48.2 x 41.1cm (19 x 16 3/16in).

£3,000 - 5,000 €3,800 - 6,300



123

BOLOGNESE SCHOOL, 17TH CENTURY

Figures resting in an Arcadian landscape oil on canvas 40.7 x 50.2cm (16 x 19 3/4in). unframed

£1,500 - 2,000 €1,900 - 2,500

124*W

DOMENICO GARGIULO, CALLED MICCO SPADARO (NAPLES CIRCA 1609-CIRCA 1675)

Lot and His Daughters oil on canvas 129.8 x 102.6cm (51 1/8 x 40 3/8in).

£4,000 - 6,000 €5,000 - 7,500





125

GERBRAND VAN DEN EECKHOUT (AMSTERDAM 1621-1674)

Saint Mark the Evangelist signed and dated 'G.v.Eeckhout fet/ Ao 1670' (upper right) oil on panel 36.8 x 27.2cm (14 1/2 x 10 11/16in).

£8,000 - 12,000 €10,000 - 15,000

Provenance

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

T. Ward Collection, 1919

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

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

Engraved A.C.van Buren, circa 1775

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

The three other Evangelists by van den Eeckhout, each of similar dimensions and signed and dated 1670 are known: Saint Matthew, Hofstede de Groot Collection, The Hague; Saint Luke, with J. Goudstikker, Amsterdam; and Saint John, with B. Houthakker, Amsterdam (W. Sumowski, ibid, nos. 497-499, ill.).



THE PROPERTY OF A COLLECTOR, ILLINOIS (LOTS 121, 126, 147 AND 156)

126*****

SALOMON KONINCK (AMSTERDAM 1609-1656)

Portrait of gentleman, bust-length, in armour, within a painted oval indistinctly signed and dated (lower right) oil on panel 80.2 x 58.1cm (31 9/16 x 22 7/8in).

£8,000 - 12,000 €10,000 - 15,000





OTHER PROPERTIES

CIRCLE OF SALOMON VAN RUYSDAEL (NAARDEN CIRCA 1602-1670 HAARLEM)

An estuary scene with fishing boats in the foreground by a jetty oil on panel 30.9 x 37.8cm (12 3/16 x 14 7/8in).

£1,200 - 1,500 €1,500 - 1,900

Provenance

Sale, Sotheby's, London, 22 February 1967, lot 11 The Fiorentini Collection, UK

DUTCH SCHOOL, 17TH CENTURY

Christ in the storm on the sea of Galilee oil on panel 24.2 x 18.5cm (9 1/2 x 7 5/16in).

£2,000 - 3,000 €2,500 - 3,800

The present lot is influenced by Rembrandt's composition formerly in the Isabella Stewart Gardner Museum, Boston, Massachusetts.



129

HENDRIK RIETSCHOOF (HOORN 1687-1746 KOOG)

A Dutch Man O'War foundering in stormy seas signed 'HRietschooff' (on rock, lower right) oil on canvas 41.9 x 56.4cm (16 1/2 x 22 3/16in).

£4,000 - 6,000 €5,000 - 7,500

130

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).

£1,000 - 1,500 €1,300 - 1,900

Provenance

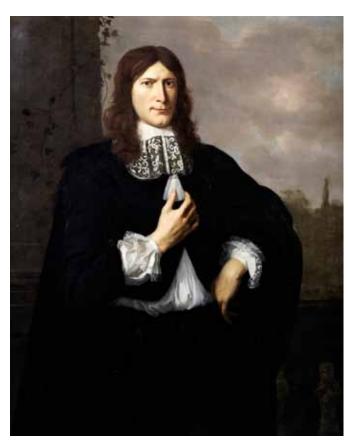
The Collection of the Marquis of Stafford, London

W. Young Ottley and P.W. Tomkins, Engravings of the Most Noble, the Marquis of Stafford's Collection of Pictures in London, London, 1818, vol. ÍII, p. 83, iII.



130





131^W CIRCLE OF DAVID DE CONINCK (ANTWERP 1636-1699 BRUSSELS)

A lion hunt oil on canvas 132.7 x 207.7cm (52 1/4 x 81 3/4in).

£3,000 - 5,000 €3,800 - 6,300

The present composition is based on David de Coninck's signed version in The National Gallery, Prague. The subject was clearly a popular one repeated by various 17th century Antwerp painters (see for example: Christie's, London, 6 July 2007, lot 140, attributed to Jan Fyt).

132

DUTCH SCHOOL, CIRCA 1600

Portrait of a gentleman, traditionally said to be Willem de Vicq, threequarter-length, in a black doublet with white lace collar, standing on a balcony

oil on canvas

115.6 x 92.4cm (45 1/2 x 36 3/8in).

£2,000 - 3,000 €2,500 - 3,800

Provenance

N. van Bredehoff de Vicq and by descent to O.M van Bredehoff de Vicq, Oxford Sale, Phillips, London, 9 December 1980, lot 17 Sale, Christie's, South Kensington, 17 April 1997, lot 296 (as Circle of Peter Nason) Sale, Christie's, South Kensington, 29 October 1997, lot 227 (as Circle of Karel Dujardin)

Exhibited

Utrecht, Centraal Museum, 8 January 1935, inv. no. 7422 (as Karel Dujardin)



133

STUDIO OF JOHANN HEINRICH ROOS (OTTERBERG 1631-1685 FRANKFURT-AM-MAIN)

A shepherdess with a child resting in a rocky landscape with her flock oil on canvas 66.3 x 80.7cm (26 1/8 x 31 3/4in).

£4,000 - 6,000 €5,000 - 7,500

Provenance

Sale, Lempertz, Cologne, 12 December 1992, lot 137 Sale, Christie's, Amsterdam, 7 May 1996, lot 26 (as signed (?) strengthened HRroos (lower right)

H. Jedding, Johann Heinrich Roos, Werke einer pfälzer Tiermalerfamilie in den Galerien Europas, Mayence, 1998, pl. 10, no. 20 (as Johann Heinrich Roos)

The present work shows the lower section of the original work by Johann Heinrich Roos now in the Öffentliche Kunstsammlung, Basel. Another copy of this composition was offered at Im Kinsky, Vienna on 27 May 2003, lot 11 (on canvas, 74 x 68cm.).

CIRCLE OF GIOVANNI BERNARDO CARBONI (GENOA 1614-1683)

Portrait of a gentleman, half-length, in black costume oil on canvas, oval 75.2 x 60.8cm (29 5/8 x 23 15/16in).

£2,500 - 3,500 €3,100 - 4,400







FOLLOWER OF PIETER BOUT (BRUSSELS 1658-1719)

Figures resting before a harbour oil on panel 21.4 x 27.8cm (8 7/16 x 10 15/16in).

£1,500 - 2,000 €1,900 - 2,500

JEAN BAPTISTE NOLLEKENS (ROANNE 1665-1720 ANTWERP)

Card Players in a barn signed 'I NOL.F.' (on table, lower centre) oil on canvas 60 x 50cm (23 5/8 x 19 11/16in).

£1,200 - 1,800 €1,500 - 2,300



137

ATTRIBUTED TO LUCAS SMOUT THE YOUNGER (ANTWERP 1671-1713)

Figures on the banks of a river bears signature 'T.Michau' (lower left) oil on canvas 59.8 x 82.7cm (23 9/16 x 32 9/16in).

£5,000 - 7,000 €6,300 - 8,800

138

CIRCLE OF DAVID TENIERS THE YOUNGER (ANTWERP 1610-1690 BRUSSELS)

An Allegory of Winter bears initials 'DT' (on carafe, centre right) oil on panel 20.6 x 16.2cm (8 1/8 x 6 3/8in).

£3,000 - 5,000 €3,800 - 6,300

The series of The Four Seasons by David Teniers the Younger is in The National Gallery, London.







ITALIAN SCHOOL, 18TH CENTURY

An architectural capriccio with figures seated before an obelisk; and An architectural capriccio with a portico a pair, oil on panel 32.4 x 58.8cm (12 3/4 x 23 1/8in). (2)

£1,500 - 2,000 €1,900 - 2,500

140^W

AFTER CARLO MARATTA, 17TH CENTURY

The Marriage of the Virgin oil on canvas 134.1 x 92.9cm (52 13/16 x 36 9/16in). unframed

£2,000 - 3,000 €2,500 - 3,800

The present composition is after Maratta's original work, which was offered for sale at Christie's, London, 11 April 1986, lot 71.



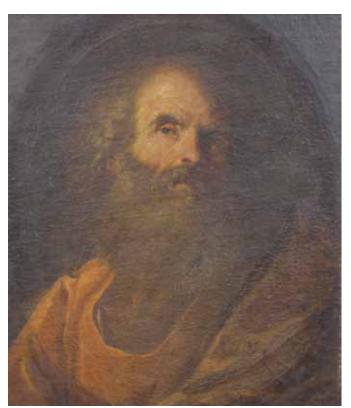
141 **CIRCLE OF GIOVANNI GHISOLFI (MILAN CIRCA 1623-1683)**

Figures in an architectural *capriccio* oil on canvas 78.5 x 63.3cm (30 7/8 x 24 15/16in).

£3,000 - 5,000 €3,800 - 6,300







CIRCLE OF PIER FRANCESCO MOLA (COLDRERIO 1612-1666 ROME)

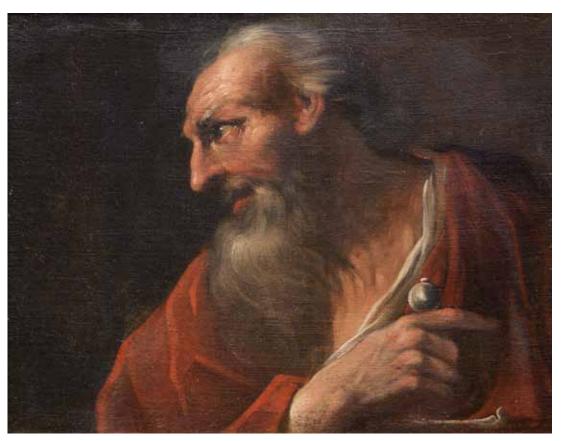
The Temptation of Christ oil on canvas 43.6 x 53.6cm (17 3/16 x 21 1/8in).

£1,000 - 1,500 €1,300 - 1,900

CIRCLE OF BERNARDO CAVALLINO (NAPLES 1616-1656)

The head of a bearded saint, within a painted oval oil on canvas 58.8 x 48cm (23 1/8 x 18 7/8in). bears inscription 'WOLSELEY IX' (on the reverse)

£800 - 1,200 €1,000 - 1,500



144

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).

£2,000 - 3,000 €2,500 - 3,800

145

ITALIAN SCHOOL, 17TH CENTURY

The Road to Calvary oil on copper 49.8 x 35cm (19 5/8 x 13 3/4in).

£1,000 - 1,500 €1,300 - 1,900





146^W CIRCLE OF PETER VAN LINT (ANTWERP 1609-1690)

David and Bathsheba oil on canvas 81.2 x 182.8cm (31 15/16 x 71 15/16in).

£5,000 - 7,000 €6,300 - 8,800



THE PROPERTY OF A COLLECTOR, ILLINOIS (LOTS 121, 126, 147 AND 156)

147* W

CORNELIS BISSCHOP (DORDRECHT 1630-1674)

Elijah and the Angel oil on canvas 68.7 x 81.8cm (27 1/16 x 32 3/16in).

£8,000 - 12,000 €10,000 - 15,000

Provenance

Sale, Christie's, London, 28 March 1952, lot 52 (as Tobias and the Angel by Rembrandt)

With Central Picture Galleries, New York, where purchased by the present owner's father

W. R. Valentiner, 'Drawings by Bol', in Art Quarterly, 20, 1957, p. 49ff, ill., no. 23 (as by Ferdinand Bol)

A. Bader, The Bible Through Dutch Eyes, Milwaukee, 1976, p.114, no. 52, p.115, ill. (as by Cornelis Bisschop)

A. Blankert, Ferdinand Bol 1616-1680. Een leerling van Rembrandt, dissertation thesis, Utrecht, 1976, p. 21, no. 182, p. 22, no. 164, R18, fig. 7. (as by Cornelis Bisschop)

W. Sumowski, Gemalde der Rembrandt-Schuler, vol. III, Landau/ Pfalz, 1983, p. 1961, p. 1965 (under not 65), ill., p. 1977 (as by Cornelis Bisschop)





149

OTHER PROPERTIES

ATTRIBUTED TO TOBIAS STRANOVER (SIBIU 1684-CIRCA 1731 LONDON)

A dish of strawberries and a parrot, with peaches and grapes on a table top oil on canvas

60.9 x 76.4cm (24 x 30 1/16in).

£3,000 - 5,000 €3,800 - 6,300

Numerous versions of the present composition have been attributed to Tobias Stranover, William Sartorius and followers.

CIRCLE OF JOHN MICHAEL WRIGHT (LONDON 1617-1694)

Portrait of a gentleman, said to be James FitzJames, Duke of Berwick, three-quarter-length, in armour

bears inscription '*** of Berwick/ son of K.James 2.d killed/ Seige of Phillipsburgh/ 1734' (upper left) oil on canvas

109.4 x 85.3cm (43 1/16 x 33 9/16in).

£3,000 - 5,000 €3,800 - 6,300

Provenance

Sale, Sotheby's, New York, 3-4 November 2002, lot 119

James FitzJames, 1st Duke of Berwick, 1st Duke of Fitz-James, 1st Duke of Liria and Jérica (1670-1734) was the illegitimate son of King James II of England by Arabella Churchill, sister of the 1st Duke of Marlborough. He followed a successful career as a military leader.



150

CIRCLE OF EGBERT VAN HEEMSKERCK THE YOUNGER (HAARLEM CIRCA 1676-1744 LONDON)

Peasants drinking and brawling in a tavern bears initials 'D.K'(centre) and '**r molenaer' (upper right) oil on panel 41.6 x 56.2cm (16 3/8 x 22 1/8in).

£2,000 - 3,000 €2,500 - 3,800

CIRCLE OF SIR PETER LELY (SOEST 1618-1680 LONDON)

Portrait of John Kyrle, half-length, wearing brown robes inscribed 'The Man of Ross' (upper left) oil on canvas 75.4 x 63.5cm (29 11/16 x 25in).

bears inscription 'Mr John Kyrle of Rofse/ Aetatis sua 35' (on the reverse, possibly transcribed from the original canvas)

£2,000 - 3,000 €2,500 - 3,800

Provenance

Sale, Sotheby's, London, 23 November 2006, lot 7

John Kyrle (1637-1724), known as "the Man of Ross", was an English philanthropist, born in the parish of Dymock, Gloucestershire, but best remembered for his time in Ross-on-Wye in Herefordshire. Ross and John Kyrle were eulogised by Alexander Pope in the third of his Moral Essays, 'Of the Use of Riches' (1734); and by Coleridge in an early poem of 1794.







152*****

HANS JURRIAENSZ. VAN BADEN (BADEN CIRCA 1604-1663 AMSTERDAM)

Figures gathered in a church interior oil on panel, oval 36.2 x 47.3cm (14 1/4 x 18 5/8in).

£3,000 - 5,000 €3,800 - 6,300

DIONYS VERBURGH (ROTTERDAM CIRCA 1655-1722)

A wooded landscape with children playing on a path; A wooded landscape with figures on a track the former signed with initials 'D.V.B' (lower left), the latter signed with initials 'D.V.B' (lower right) a pair, oil on panel 74 x 64.5cm (29 1/8 x 25 3/8in). (2)

£2,000 - 3,000 €2,500 - 3,800



154

JAN PEETERS (ANTWERP 1624-1677)

An architectural *capriccio* with elegant figures on the steps of a Renaissance palace and a formal garden beyond oil on panel 70 x 93cm (27 9/16 x 36 5/8in).

£3,000 - 5,000 €3,800 - 6,300



153





155

JAN-SEBASTIAEN LOYBOS (ACTIVE ANTWERP, 1653-1703)

A fête champêtre; and An elegant company at a ball in an Italianate garden a pair, oil on canvas 59.7 x 94.6cm (23 1/2 x 37 1/4in). (2)

£8,000 - 12,000 €10,000 - 15,000

Provenance

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

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



THE PROPERTY OF A COLLECTOR, ILLINOIS (LOTS 121, 126, 147 AND 156)

156*****

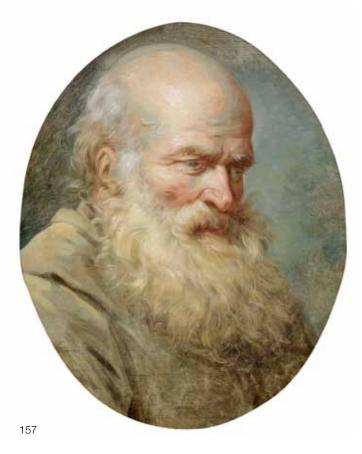
JAN FYT (ANTWERP 1611-1661)

Dead woodcock and a kingfisher in a landscape signed 'Joannes Fyt' (centre left) oil on canvas 55.7 x 82.7cm (21 15/16 x 32 9/16in).

£5,000 - 7,000 €6,300 - 8,800

With Alfred Brod Gallery, London, 1964 The Collection of Alfred Bader, USA

Vienna, Saint Lucas Gallery, 1965-1966





OTHER PROPERTIES

CIRCLE OF JOSEPH MARIE VIEN (MONTPELLIER 1716-1809 PARIS)

Portrait of an elderly bearded gentleman oil on canvas, oval 45.8 x 38.2cm (18 1/16 x 15 1/16in).

£3,000 - 5,000 €3,800 - 6,300

158

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).

£2,000 - 3,000 €2,500 - 3,800

FOLLOWER OF JEAN-BAPTISTE VANMOUR (VALENCIENNES 1671-1737 **CONSTANTINOPLE)**

Portrait of a Turk, bust-length, in a jewelled turban and an ermine trimmed robe oil on canvas 50 x 44.1cm (19 11/16 x 17 3/8in).

£2,000 - 3,000 €2,500 - 3,800

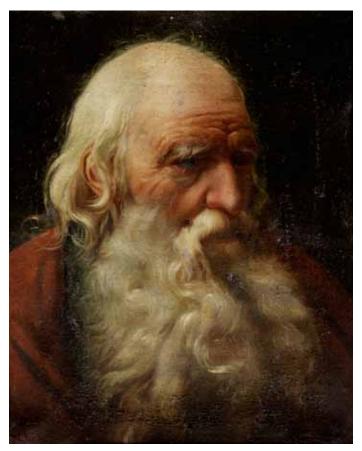
160*****

STUDIO OF FRANÇOIS-ANDRÉ VINCENT (PARIS 1746-1816)

Portrait of an elderly bearded man oil on canvas 55.8 x 45.5cm (21 15/16 x 17 15/16in).

£2,000 - 3,000 €2,500 - 3,800









161^W

MANNER OF ANTONIO FRANCESCO PERUZZINI, 19TH CENTURY

Figures fishing in a stream in a rocky landscape oil on canvas 120 x 179.2cm (47 1/4 x 70 9/16in).

£2,000 - 3,000 €2,500 - 3,800

162*

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

The Birth of Bacchus; and The Birth of Zeus the former indistinctly signed (on log, lower right) a pair, oil on canvas 28 x 23.5cm (11 x 9 1/4in). (2)

£600 - 800 €760 - 1,000



AFTER JAKOB DE HEUSCH, 18TH CENTURY

Figures bathing before a waterfall, a view to Tivoli in the distance oil on canvas 62.8 x 99.5cm (24 3/4 x 39 3/16in).

£2,000 - 3,000 €2,500 - 3,800

The present composition is after de Heusch's orginal, now in the Galleria Accademia Nazionale di San Luca, Rome.







164^W

CIRCLE OF THOMAS HUDSON (DEVON 1701-1779 TWICKENHAM)

Portrait of the Reverend Herbert Taylor of Bifrons, Kent (1698-1765) and his wife Mary, half length, seated in an interior oil on canvas 127.6 x 203cm (50 1/4 x 79 15/16in).

£4,000 - 6,000 €5,000 - 7,500

The Rev. Herbert Taylor was rector of Hunton and vicar of Patrixbourn. His wife, Mary, the daughter of the Reverend Edward Wake, prebendary of Canterbury, and the great-niece of Archbishop Wake.

AFTER REMBRANDT HARMENSZ. VAN RIJN, 18TH CENTURY

Portrait of Saskia van Uylenburgh, bust-length, in a black dress and a feathered hat, within a painted oval oil on canvas 65.2 x 53.6cm (25 11/16 x 21 1/8in).

£1,500 - 2,000 €1,900 - 2,500

The present composition is after Rembrandt's original, now in the Rijksmuseum, Amsterdam.





166^W

ENGLISH SCHOOL, CIRCA 1720

Portrait of a lady, three-quarter-length in a white dress and blue sash, before a waterfall oil on canvas

125.9 x 102cm (49 9/16 x 40 3/16in).

£2,000 - 3,000 €2,500 - 3,800

167

CIRCLE OF WILLEM WISSING (AMSTERDAM 1656-1687 BURGHLEY)

Portrait of a young boy, full length, seated in a landscape wearing pink robes, his dog by his side inscribed 'AETATIS 2' (lower centre)

oil on canvas

101.5 x 80cm (39 15/16 x 31 1/2in).

£1,200 - 1,800 €1,500 - 2,300

Provenance

Sale, Sotheby's, London, 24 November 1999, Lot 667

STUDIO OF SIR PETER LELY (SOEST 1618-1680 LONDON)

Portrait of a lady, three-quarter-length, in a gold dress, seated before a curtain

oil on canvas

127.5 x 101.3cm (50 3/16 x 39 7/8in).

£3,000 - 5,000 €3,800 - 6,300









169

CIRCLE OF NICOLAS PIERRE LOIR (PARIS 1624-1679)

Jupiter unveils Antiope oil on canvas 46.2 x 36.2cm (18 3/16 x 14 1/4in).

£2,000 - 3,000 €2,500 - 3,800

Provenance

Sale, Christie's, South Kensington, 13 April 2011, lot 173, where purchased by the present owner $\,$

170

FRENCH SCHOOL, 17TH CENTURY

The Baptism of Christ oil on canvas, oval 61.3 x 54cm (24 1/8 x 21 1/4in).

£3,000 - 5,000 €3,800 - 6,300

Provenance

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

171*

FRANCO-FLEMISH SCHOOL, 17TH CENTURY

Portrait of a gentleman, three-quarter-length, in black costume with a lace collar and cuffs, standing before a red curtain oil on canvas

105.4 x 85.1cm (41 1/2 x 33 1/2in).

£3,000 - 4,000 €3,800 - 5,000





173

THE PROPERTY OF A PRIVATE ITALIAN COLLECTOR (LOTS 172-181)

JAN MARTSZEN DE JONGE (HAARLEM CIRCA 1609-AFTER 1647)

A cavalry charge oil on panel 38.3 x 57.6cm (15 1/16 x 22 11/16in).

£3,000 - 5,000 €3,800 - 6,300

Provenance

Sale, Wannenes, Genoa, 29 September 2009, lot 91

The present lot can be compared to another battle scene by the artist that was sold at Sotheby's, London on 9 July 1998, lot 137.

JAN JACOBSZ. VAN DER STOFFE (LEIDEN 1611-1682)

A cavalry skirmish signed 'JVD Stoffe' (lower right, JVD in ligature) oil on panel 44.4 x 65cm (17 1/2 x 25 9/16in).

£3,000 - 5,000 €3,800 - 6,300



174 FRANCESCO MONTI (BOLOGNA 1685-1768 BERGAMO)

A cavalry battle near a tower bears inventory number '168' (lower left) oil on canvas 42.1 x 65cm (16 9/16 x 25 9/16in). with a label on the stretcher inscribed 'Sammlung von der Schulenburg/hehlen 1957/No. 230'

£6,000 - 8,000 €7,500 - 10,000

Provenance

Field Marshall Count Johann Matthias von der Schulenburg (1661-1747), by whom sent to Germany in December 1737 (A. Binion, op. cit., 1900, p. 265), and bequeathed to his nephew

Adolph Friedrich von der Schulenburg, Berlin and thence by descent through the family

Sale, Christie's, London, 7 July 2000, lot 229 (as the Property of a member of the Von der Schulenburg family), where purchased by the present owner

Literature

Inventario Generale della Galleria di S: Eccellza Felt Marescial Conte di Sculembourgh..., 30 May 1738, one of 'Due Piccole Battaglie' by 'Francesco Monti Bresciano' (A. Binion, op. cit., 1900, p. 202) Inventario Generale della Galleria di S.E. Maresciallo Co: di Schulemburg..., Venice, 30 July 1741, 'Francesco Monti overo Bressano di Parma - Quadri due rapresentano due bellissime battaglie (ibid., p. 229)

Inventaire de la Gallerie de Feu S. E. Mgr. le Feldmarechal Comte de Schulenburg - Tableaux de f. c. a Berlin des tableaux a Hehlen, c.1750, no. 168, one of '2 Tableaux repres. de tres belles batailles' (ibid., p.278)

Hehlen Inventory, 1957, no. 230

A. Binion, 'From Schulenburg's Gallery and Records', in The Burlington Magazine, CXII, no. 806, May 1970, p. 302

E. Antoniazzi Rossi, 'Ulteriori considerazioni sull'inventario della collezione del maresciallo von Schulenburg', in Arte Veneta, XXXI,

A. Binion, La Galleria scomparsa del maresciallo von der Schulenburg. Un mecenate nella Venezia del Settecento, Milan, 1990, pp. 202, 229, 265 and 278





176

175 JAN-PETER VAN BREDAEL THE YOUNGER (ANTWERP 1683-1735 VIENNA)

A cavalry skirmish oil on canvas 42.7 x 61.1cm (16 13/16 x 24 1/16in).

£2,000 - 3,000 €2,500 - 3,800

176 **ITALIAN SCHOOL, 17TH CENTURY**

A battle scene between Christians and Turks oil on canvas 38.1 x 50.1cm (15 x 19 3/4in).

£2,000 - 3,000 €2,500 - 3,800





JAN-PETER VAN BREDAEL THE YOUNGER (ANTWERP 1683-1735 VIENNA)

A cavalry skirmish with a town in the distance signed 'JPBredal' (lower right) oil on canvas 35.6 x 36.8cm (14 x 14 1/2in).

£3,000 - 5,000 €3,800 - 6,300

178

ATTRIBUTED TO AUGUST QUERFURT (WOLFENBUTTEL 1696-1761 VIENNA)

A cavalry skirmish oil on canvas 39.2 x 50.1cm (15 7/16 x 19 3/4in).

£3,000 - 5,000 €3,800 - 6,300

The present lot is accompanied by a certificate, dated 8 December 2002, from Giancarlo Sestieri confirming the attribution to August Querfurt.



ALEXANDRE JEAN NOEL (BRIE-COMTE-ROBERT 1752-1834 PARIS)

A capriccio of a moonlit Mediterranean harbour with figures watching a town fire oil on canvas 27.4 x 47.8cm (10 13/16 x 18 13/16in).

£2,000 - 3,000 €2,500 - 3,800

180

CIRCLE OF DIRK STOOP (UTRECHT 1618-1681)

A cavalry charge bears monogram and date 'PHL 163*' (in ligature, lower right) oil on panel 37.2 x 66.2cm (14 5/8 x 26 1/16in).

£2,000 - 3,000 €2,500 - 3,800

Provenance

Sale, Porro, Turin, 9 October 2005, lot 199

181

ATTRIBUTED TO CAREL BREYDEL (ANTWERP 1678-1733)

A cavalry skirmish in an Italianate landscape remains of signature (lower left) oil on panel 35.3 x 49.8cm (13 7/8 x 19 5/8in).

£3,000 - 5,000 €3,800 - 6,300









OTHER PROPERTIES

AFTER SIMON DE VLIEGER, CIRCA 1800

Shipping in a calm sea oil on canvas 84.4 x 104.6cm (33 1/4 x 41 3/16in).

£2,000 - 3,000 €2,500 - 3,800

The present composition is loosely based on Simon de Vlieger's work in the Kunsthistorisches Museum, Vienna.

AFTER GABRIEL METSU, 18TH CENTURY

The Hunter's Gift oil on canvas 57.5 x 43cm (22 5/8 x 16 15/16in).

£1,500 - 2,500 €1,900 - 3,100

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



184

CIRCLE OF JACOBUS STORCK (AMSTERDAM 1641-1687)

A capriccio view with the toll house, Bonn oil on canvas 76.7 x 109.8cm (30 3/16 x 43 1/4in).

£2,500 - 3,500 €3,100 - 4,400

The present painting is based on Abraham Storck's view of the toll house, Bonn, which he painted a number of times, such as that of 1664 in the Städtische Kunstsammlungen, Bonn.

185

CIRCLE OF GERRIT DOU (LEIDEN 1613-1675)

Saint Jerome in the Wilderness oil on panel 31.5 x 22.6cm (12 3/8 x 8 7/8in).

£3,000 - 5,000 €3,800 - 6,300

Provenance

Sale, Phillips, Bayswater, 29 October 2001, lot 90



185





BERNARDUS VAN SCHENDEL (WEESP 1649-1709 HAARLEM)

Figures in an interior signed 'B Schynd**' (lower right) oil on panel 26.4 x 34.2cm (10 3/8 x 13 7/16in).

£3,000 - 5,000 €3,800 - 6,300

CIRCLE OF MICHAEL DAHL THE YOUNGER (STOCKHOLM CIRCA 1659-1743 LONDON)

Portrait of a gentleman, bust-length, in a red velvet coat oil on canvas, oval 68.7 x 63.5cm (27 1/16 x 25in).

£1,500 - 2,000 €1,900 - 2,500



188*****

JAN DE GROOT THE ELDER (VLISSINGEN 1650-1726 HAARLEM)

A tavern interior signed and dated 'JDe Groot 1679' (lower right) oil on panel 37.2 x 49.4cm (14 5/8 x 19 7/16in).

£2,000 - 3,000 €2,500 - 3,800

189

ENGLISH SCHOOL, EARLY 18TH CENTURY

Portrait of boy, traditionally identified as Ashton Lever, half-length, in a green velvet coat, standing before a landscape oil on canvas

76.2 x 63.5cm (30 x 25in).

bears extensive identifying inscription (on reverse)

£2,000 - 3,000 €2,500 - 3,800

Sir Ashton Lever (1729-1788) was a collector of natural objects, including live animals. His collection was housed at the Holophusicon, Leicester Square, (more commonly known as the Leverian Museum) and included donations from Captain James Cook. The collection was sold by public auction in 1806.

Sold with a box of notes, old photographs, and pamphlets about Ashton Lever, the Lever family of Middleton, Lancashire, Middleton and its local history.



189

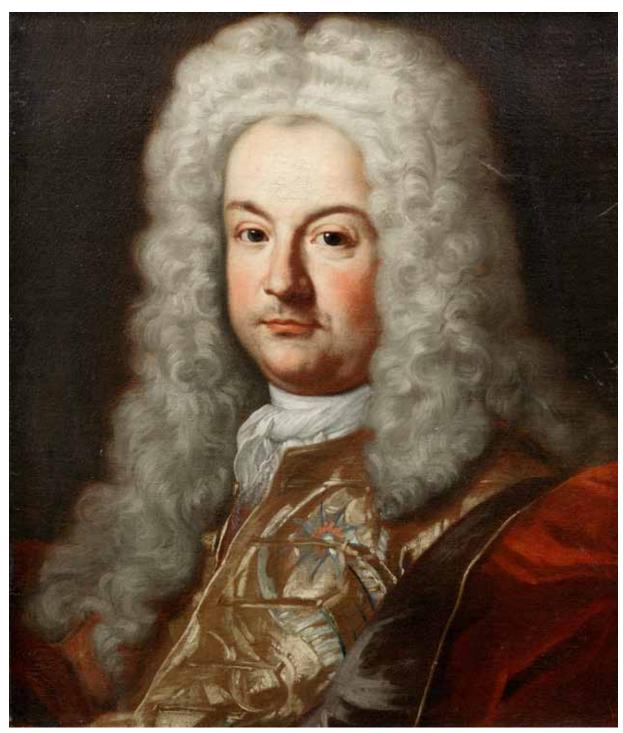


STUDIO OF NICOLAS DE LARGILLIÈRE (PARIS 1656-1746) Portrait of the artist

oil on canvas 81.2 x 65.8cm (31 15/16 x 25 7/8in).

£3,000 - 5,000 €3,800 - 6,300

The prime version of this painting by Largillière is in Musèe National du Château de Versailles.



CIRCLE OF FRANCESCO SOLIMENA (CANALE DI SERINO 1657-1747 BARRA DI NAPOLI)

Portrait of Diego Pignatelli Aragona Cortés, bust-length, in a gold brocade waistcoat oil on canvas 61.5 x 51cm (24 3/16 x 20 1/16in).

£5,000 - 8,000 €6,300 - 10,000 A close friend of Emperor Charles VI, Diego Pignatelli (1687-1750) held numerous titles including the Duke of Monteleone, Duke of Terranova, Prince of Noja and Prince of Castelvetrano. A full-length portrait of him by Solimena can be found in the Metropolitan Museum of Art, New





CIRCLE OF ANTONIO DIZIANI (VENICE 1738-1797)

An architectural capriccio with figures in a palace interior oil on canvas 98 x 130.6cm (38 9/16 x 51 7/16in).

£5,000 - 7,000 €6,300 - 8,800

ATTRIBUTED TO ANTONIO MEZZADRI (ACTIVE BOLOGNA, CIRCA 1668)

Roses, carnations and other flowers in a glass vase on a stone ledge oil on canvas

94.2 x 76cm (37 1/16 x 29 15/16in).

£3,000 - 5,000 €3,800 - 6,300



194

VENETIAN SCHOOL, 18TH CENTURY

The Grand Canal, Venice with the churches of Santa Croce and Santa Maria degli Scalzi oil on canvas

69.8 x 114.5cm (27 1/2 x 45 1/16in).

£5,000 - 7,000 €6,300 - 8,800

The present painting closely follows Canaletto's painting of the same view which was engraved by Visentini in his *Prospectus Magni Canalis Venetiarum* of 1742. The boats in the foreground follow those in the engraving although there are differences amongst the vessels in the background.

195

ATTRIBUTED TO NICOLA CASISSA (ACTIVE NAPLES, CIRCA 1730)

Tulips, narcissi, carnations and other flowers in a pewter vase on a stone ledge oil on canvas

101.8 x 75cm (40 1/16 x 29 1/2in).

£5,000 - 7,000 €6,300 - 8,800





196



ROMAN SCHOOL, 17TH CENTURY

Still life of pomegranates, peaches and grapes oil on canvas 101.9 x 130.2cm (40 1/8 x 51 1/4in).

£2,000 - 3,000 €2,500 - 3,800

STUDIO OF FRANCESCO SALVATOR FONTEBASSO (VENICE 1709-1769)

Figures resting before a tree oil on canvas 44.3 x 37.2cm (17 7/16 x 14 5/8in).

£5,000 - 7,000 €6,300 - 8,800



198

CIRCLE OF MICHELE MARIESCHI (VENICE 1710-1743)

A capriccio of a lagoon landscape with figures standing on the shore oil on canvas 36.8 x 44.6cm (14 1/2 x 17 9/16in).

£6,000 - 8,000 €7,500 - 10,000

199

CIRCLE OF ELISABETTA MARCHIONI (ACTIVE ROVIGO, 1740-1780)

Roses, tulips, narcissi and other flowers in an ornate vase on a stone ledge

oil on canvas

41.7 x 34cm (16 7/16 x 13 3/8in).

£2,000 - 3,000 €2,500 - 3,800



199





ATTRIBUTED TO JAN PAUWEL GILLEMANS THE YOUNGER (ANTWERP 1651-1704)

A dish of wild strawberries with grapes and plums on a stone ledge oil on canvas 28 x 34.4cm (11 x 13 9/16in).

£1,500 - 2,000 €1,900 - 2,500

ATTRIBUTED TO PIETER JACOB HOREMANS (ANTWERP 1700-1776 MUNICH)

Portrait of an artist seated at a table with a sketchbook oil on panel 33.7 x 26.4cm (13 1/4 x 10 3/8in).

£1,500 - 2,000 €1,900 - 2,500



202

CIRCLE OF CORNELIS VAN SPAENDONCK (TILBURG 1756-1839)

Roses, narcissi, primulae and other flowers in a wicker basket on a table top indistinctly signed (lower right)

oil on canvas 50.8 x 60.5cm (20 x 23 13/16in).

£2,000 - 3,000 €2,500 - 3,800

203

STUDIO OF JOHANN CONRAD SEEKATZ (GRÜNSTADT 1719-1768 DARMSTADT)

Peasants drinking and making music before an inn oil on canvas 35 x 29.4cm (13 3/4 x 11 9/16in).

£4,000 - 6,000 €5,000 - 7,500

Provenance

Madame de Villers (according to an old inscription on the stretcher)

The present composition is based on Seekatz's original work, now in Hessisches Landesmuseum, Darmstadt.



203





204

ANDRIES VERMEULEN (DORDRECHT 1763-1814 AMSTERDAM)

Figures skating on a frozen river by a windmill signed 'A.vermeulen' (lower right) oil on canvas 38.5 x 50.5cm (15 3/16 x 19 7/8in).

£2,000 - 2,500 €2,500 - 3,100

Provenance

Sale, Christie's, London, 2 April 1954, lot 57 (bought Schelwald)

205

LOUIS DE MONI (BREDA 1698-1771 LEIDEN)

A fish seller at a casement signed 'L: De Moni/ F.' (upper right) oil on panel 32.5 x 27cm (12 13/16 x 10 5/8in).

£2,000 - 3,000 €2,500 - 3,800

Provenance

The W. B. Barr Collection (according to a label on the reverse)

Another version of this composition, also signed by Louis de Moni, was offered in these rooms on 5 December 2012, Lot 15.



206

BALTHASAR PAUL OMMEGANCK (ANTWERP 1755-1826)

A milkmaid with her flock, in an extensive landscape oil on panel 33 x 41.9cm (13 x 16 1/2in).

£2,000 - 3,000 €2,500 - 3,800

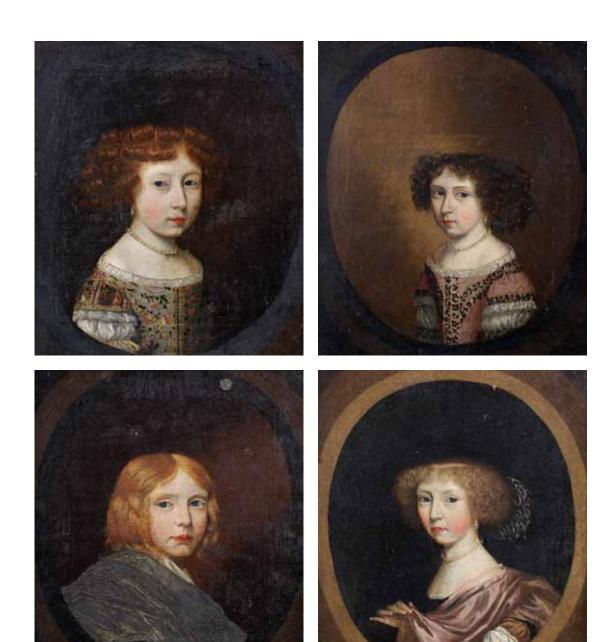
207

CIRCLE OF HARMEN LOEDING (LEYDEN CIRCA 1637-1673)

Roses and other flowers in a Kraak porcelain vase, on a draped table, with pomegranates, peaches, cherries and other fruit oil on panel 81 x 56cm (31 7/8 x 22 1/16in).

£2,000 - 3,000 €2,500 - 3,800





208

208 **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)

£4,000 - 6,000 €5,000 - 7,500

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.



209

209W

THOMAS BEACH (MILTON ABBAS 1738-1806 DORCHESTER)

Portrait of Anne Henrietta Penruddocke, three-quarter-length, in a white silk dress, standing before a landscape signed and dated 'TBeach p/ 1787' (lower right) oil on canvas 127.1 x 105.1cm (50 1/16 x 41 3/8in).

£6,000 - 8,000 €7,500 - 10,000

Provenance

Presumably the sitter and thence by descent until Sale, Collection of Family Portraits from Compton Park, Salisbury, Robinson and Fisher, London, 13 November, 1930, lot 71 Sale, Christie's, London, 6 December 1946, lot 135 Sale, Sotheby's, London, 11 July 1984, lot 51

Literature

E.S. Beach, Thomas Beach, a Dorset portrait painter, London, 1934, p. 67, no. 213

Born in 1740 Anne Henrietta was the daughter of Wadham Wyndham of Fyfield Manor, Wiltshire. She married Charles Penruddocke of Compton Chamberlayne, Wiltshire, on 10 April 1769 with whom she had five sons.







SOUTH GERMAN SCHOOL, 18TH CENTURY

Saint Peter; and Saint Paul a pair, oil on copper, ovals 25.2 x 19.3cm (9 15/16 x 7 5/8in). (2)

£4,000 - 6,000 €5,000 - 7,500

AFTER FRANÇOIS BOUCHER, CIRCA 1800

L'Amour moissonneur; and L'Armour oiseleur a pair, oil on canvas 85.9 x 66.6cm (33 13/16 x 26 1/4in). (2)

£5,000 - 7,000 €6,300 - 8,800

The present compositions are copies in reverse of engravings after Boucher. Boucher's original oil painting of *L'Armour oiseleur* is in private collection in Geneva and *L'Armour moissonneur* was offered at Christies, New York, on 20 June 2013, lot 22.



212

ATTRIBUTED TO NICOLA BERTUZZI (ANCONA CIRCA 1710-1777)

Figures surrounding a tomb oil on canvas 31.7 x 43.4cm (12 1/2 x 17 1/16in). unframed

£1,000 - 1,500 €1,300 - 1,900

213

GERMAN SCHOOL, 18TH CENTURY

Convolvulus, carnations, roses, sweet peas and poppies in a vase oil on canvas 38.5 x 33.5cm (15 3/16 x 13 3/16in).

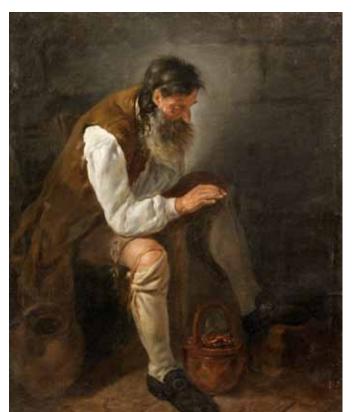
£2,000 - 3,000 €2,500 - 3,800

Provenance

Sale, Sotheby's, London, 9 October 1968, lot 69







CIRCLE OF CHARLES FRANÇOIS GRENIER LACROIX, CALLED LACROIX DE MARSEILLES (PARIS 1700-1782 BERLIN)

Figures fishing in a Mediterranean harbour at sunset oil on canvas 74.2 x 97.2cm (29 3/16 x 38 1/4in).

£2,000 - 3,000 €2,500 - 3,800

AFTER NOEL HALLE, 19TH CENTURY

A bearded man seated before a fireplace oil on canvas, unlined 64.5 x 53.5cm (25 3/8 x 21 1/16in).

£2,000 - 3,000 €2,500 - 3,800

The present composition is after Halle's original, now in Musée des Beaux-Arts, Dijon.



216^W

MANNER OF CLAUDE JOSEPH VERNET, 19TH CENTURY

Shipping foundering off the Portuguese coast oil on canvas 81.5 x 135.5cm (32 1/16 x 53 3/8in).

£4,000 - 6,000 €5,000 - 7,500

217^W

FRENCH SCHOOL, 18TH CENTURY

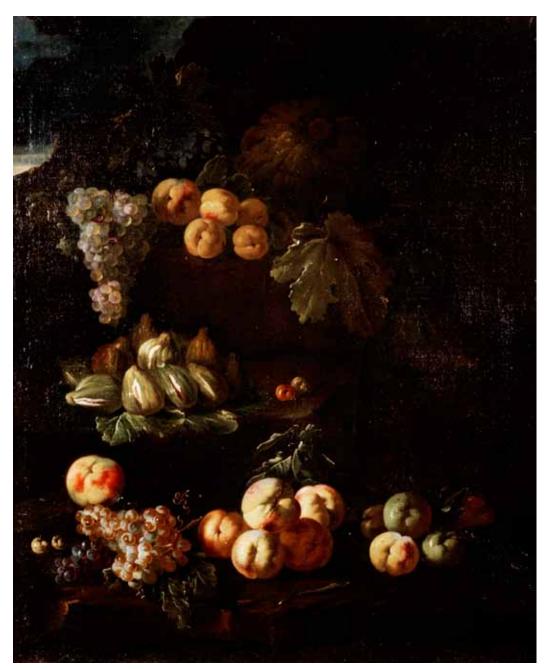
The Entombment of a priest oil on canvas 157.6 x 163.2cm (62 1/16 x 64 1/4in).

£3,000 - 5,000 €3,800 - 6,300

Provenance

Sale, Christie's, London, 9 December 2011, lot 127, where purchased by the present owner





218

BARTOLOMEO CASTELLI THE YOUNGER, CALLED LO SPADINO (ROME 1696-1738)

Figs, peaches and grapes before a rocky landscape oil on canvas 98 x 78.5cm (38 9/16 x 30 7/8in).

£8,000 - 12,000 €10,000 - 15,000



219

ATTRIBUTED TO JAN MORTEL (LEIDEN 1652-1719)

Peaches on a pewter plate and a wicker basket of fruit, with a split melon and grapes on a stone ledge oil on canvas 59.9 x 74.2cm (23 9/16 x 29 3/16in).

£3,000 - 5,000 €3,800 - 6,300

Provenance

Private Collection, Sweden, since the late 19th century





NICHOLAS THOMAS DALL (ACTIVE ENGLAND, 1748-1776)

A courting couple in a capriccio landscape signed and dated 'N.T.Dall 1768' (lower centre) oil on canvas 66 x 113.5cm (26 x 44 11/16in).

£2,000 - 3,000 €2,500 - 3,800

Provenance

Sale, Sotheby's, London, 18 October 1989, lot 319

Literature

Col. M. H Grant, A Chronological History of the Old English Landscape Painters, Sussex, 1958, vol. II, p. 161, pl. 72, fig. 145, ill.

ENGLISH SCHOOL, CIRCA 1780

Portrait of Captain Slee, Chief Preventive Officer of the coast of Holderness oil on copper 26 x 22cm (10 1/4 x 8 11/16in).

£1,000 - 1,500 €1,300 - 1,900

Miss E Harriss, North Ferriby (according to a label on the reverse)



222

CIRCLE OF PHILIP JAMES DE LOUTHERBOURG R.A. (BASEL 1740-1812 CHISWICK)

Travellers on a country path oil on canvas 75 x 104.1cm (29 1/2 x 41in).

£3,000 - 4,000 €3,800 - 5,000

223

FRANCIS MILNER NEWTON (LONDON 1720-1794 TAUNTON)

Portrait of Kitty Warner, half-length, in a pink silk dress and blue hat, standing before a landscape, within a painted oval oil on canvas 76.6 x 63.9cm (30 3/16 x 25 3/16in).

£2,000 - 3,000 €2,500 - 3,800







CIRCLE OF MARCO RICCI (BELLUNO 1676-1729 VENICE)

An Italianate river landscape, with drovers watering their herd; and An Italianate coastal landscape, with travellers by a harbour a pair, gouache on paper laid down on panel 30.5 x 46.6cm (12 x 18 3/8in). (2)

£3,000 - 5,000 €3,800 - 6,300

JOHN OPIE R.A. (TREVELLAS 1761-1807 LONDON)

Portrait of a boy, traditionally identified as Henry West Betty, bustlength, in a blue coat and white shirt

inscribed 'Henry West Betty the celebrated young Roscius.' (on the reverse)

oil on canvas

45.5 x 35.5cm (17 15/16 x 14in).

£2,000 - 3,000 €2,500 - 3,800

Provenance

Sale, Christie's, Amsterdam, 14 December 2010, lot 665



JOHN OPIE R.A. (TREVELLAS 1761-1807 LONDON)

Portrait of Lady Dickson, half-length, in a white dress seated before a landscape

oil on canvas

77.5 x 64.3cm (30 1/2 x 25 5/16in).

£2,000 - 3,000 €2,500 - 3,800

Provenance

By descent to Jessie Anne O'Brien Despard, the sitter's grand-daughter, and thence by descent through the family.

A. Earland, John Opie and his Circle, London, 1911, p. 114, ill.

The sitter, Lady Dickson, was said to be an old Norwich friend of John Opie's wife, who often sat with her while her portrait was painted.







S. GOLD (ACTIVE LONDON, CIRCA 1782)

A groom with a bay horse in a landscape signed 'S.Gold 1782.' (lower left) oil on canvas 60.8 x 91.5cm (23 15/16 x 36in).

£2,000 - 3,000 €2,500 - 3,800

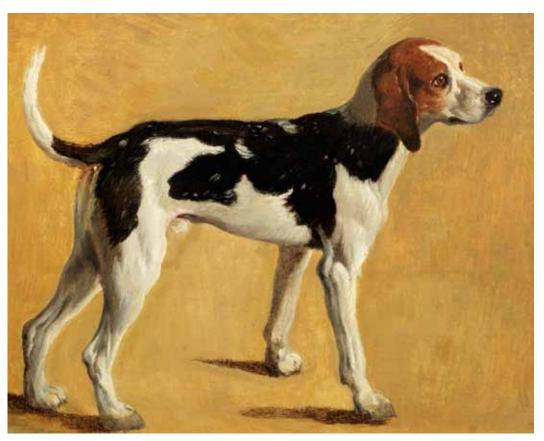
S. Gold is recorded as exhibiting two paintings of 'Dogs' and 'Horses' at The Free Society in 1782, the year this painting was executed.

CIRCLE OF FRANCIS ALLEYNE (ACTIVE ENGLAND, 1774-1790)

Portrait of a lady, three-quarter-length, in a blue dress with black lace oil on canvas, oval

42 x 34.4cm (16 9/16 x 13 9/16in).

£2,000 - 3,000 €2,500 - 3,800



229

FRENCH SCHOOL, 18TH CENTURY

A beagle oil on board laid down on board 32.3 x 39.8cm (12 11/16 x 15 11/16in).

£1,500 - 2,000 €1,900 - 2,500

230

ENGLISH SCHOOL, 18TH CENTURY

Portrait of a lady, bust-length, in an embroidered dress and pearls, within a painted oval oil on canvas 35.5 x 30.5cm (14 x 12in).

£2,000 - 3,000 €2,500 - 3,800









231

CIRCLE OF NICOLO BAMBINI (VENICE 1651-1736)

Rebecca at the Well; and Judith with the head of Holofernes a pair, oil on canvas 112.2 x 105.9cm (44 3/16 x 41 11/16in). and 114.2 x 103.8cm (44 15/16 x 40 7/8in). (2)

£10,000 - 15,000 €13,000 - 19,000

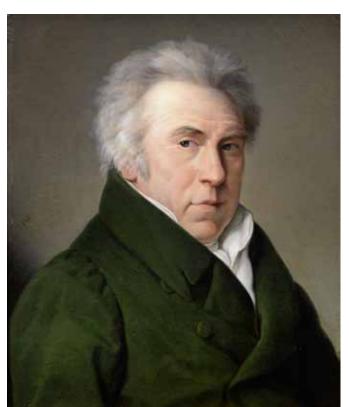
232

CIRCLE OF GIOVANNI ANTONIO GUARDI (VIENNA 1699-1760 VENICE)

Monkeys and lions in an interior oil on canvas, unlined 34.2 x 43.2cm (13 7/16 x 17in).

£6,000 - 8,000 €7,500 - 10,000





FREDERICUS THEODORUS RENARD (AMSTERDAM 1778-CIRCA 1820)

A drover resting with his flock on a country path signed 'F: T: Renard' (lower right) oil on panel 28.4 x 38.6cm (11 3/16 x 15 3/16in).

£1,000 - 1,500 €1,300 - 1,900

Provenance

Sale, Lempertz, Cologne, 22 November 2008, lot 1338 Sale, Christie's, Amsterdam, 6 May 2009, lot 106

234*

SOPHIE LEMIRE (VERSAILLES 1785-1819)

Portrait of a gentleman, bust length, in a green coat traces of a signature 'S** Le***' (centre right) oil on canvas 55.7 x 45.9cm (21 15/16 x 18 1/16in).

£3,000 - 5,000 €3,800 - 6,300



235*

JOHANNES WARNARDUS BILDERS (UTRECHT 1811-1890)

Travellers resting on a country path, a landscape beyond signed 'JVBilders/F.' (lower right) oil on panel 28 x 37.7cm (11 x 14 13/16in).

£1,200 - 1,800 €1,500 - 2,300

236*

FRENCH SCHOOL, 1822

Portrait of a gentleman, bust length, in a brown coat signed with initials and dated 'EL/1822' (lower left) oil on canvas 55.7 x 45.6cm (21 15/16 x 17 15/16in).

£4,000 - 6,000 €5,000 - 7,500











237

ATTRIBUTED TO JOACHIM FRANZ BEICH (RAVENSBURG 1665-1748 MUNICH)

The Four Seasons a set of four, oil on canvas 44.5 x 53.2cm (17 1/2 x 20 15/16in). (4)

£5,000 - 7,000 €6,300 - 8,800





WORKSHOP OF JAN WILDENS (ANTWERP 1586-1653)

A stag hunt in a wooded riverside landscape; and Figures preparing for the hunt, before an extensive river landscape a pair, oil on canvas 115.5 x 166.3cm (45 1/2 x 65 1/2in). (2)

£10,000 - 15,000 €13,000 - 19,000





240

239

GIAMBATTISTA BASSI (MASSA LOMBARDA 1784-1852 ROME)

A view of Ariccia with the Palazzo Chigi signed and dated 'GBBassi/1828' (lower left) oil on canvas, unlined 34.8 x 46.2cm (13 11/16 x 18 3/16in).

£1,500 - 2,000 €1,900 - 2,500

240

G. PERELLE (ACTIVE FRANCE, 18TH CENTURY)

Saint John on Patmos signed with initials 'G. PP' (on rock, lower left) and inscribed 'WN ** arr. 52 livres de Maistrie/ g. Perrelle a' Paris/ 7' (on reverse) oil on copper 15.7 x 21.8cm (6 3/16 x 8 9/16in).

£1,500 - 2,000 €1,900 - 2,500



241

JEAN-BAPTISTE MALLET (GRASSE 1759-1835 PARIS)

A family gathering oil on panel 24.1 x 32.5cm (9 1/2 x 12 13/16in).

£6,000 - 8,000 €7,500 - 10,000

CIRCLE OF GIOVANNI BATTISTA CIPRIANI (FLORENCE 1727-1785 LONDON)

Diana and her companions at rest oil on panel, tondo 22.2cm (8 3/4 in.) diameter

£2,000 - 3,000 €2,500 - 3,800





243

VENETIAN SCHOOL, 18TH CENTURY

Santa Maria della Salute, Venice, with a view to the Bacino di San Marco beyond oil on canvas 60.4 x 94.6cm (23 3/4 x 37 1/4in).

£6,000 - 8,000 €7,500 - 10,000



244

ATTRIBUTED TO GIUSEPPE BORSATO (VENICE 1771-1849 VIENNA)

The Piazzetta, Venice, looking towards the Torre dell'Orologio oil on canvas, unlined 38.7 x 53.3cm (15 1/4 x 21in).

£6,000 - 8,000 €7,500 - 10,000

Provenance

Sale, Christie's, South Kensington, 1 April 1986, lot 109 Sale, Dreweatts, Donnington Priory, 14 July 2010, lot 36

The present lot is based on a composition after Canaletto in the William Rockhill Nelson Art Gallery, Kansas City.





FREDERICUS THEODORUS RENARD (AMSTERDAM 1778-CIRCA 1820)

Figures collecting firewood and preparing to ice skate in a winter landscape signed 'F.T.Renard f' (lower right) oil on panel 29.2 x 37.5cm (11 1/2 x 14 3/4in).

£5,000 - 6,000 €6,300 - 7,500

CHARLES GRIGNION THE YOUNGER (LONDON 1754-1804 LIVORNO)

Portrait of a gentleman, half-length, in van Dyck costume oil on canvas 76.4 x 63.6cm (30 1/16 x 25 1/16in).

£4,000 - 6,000 €5,000 - 7,500

This portrait was traditionally believed to be a self portrait of the artist. There are few recorded works by Charles Grignion the Younger with the exception to the portrait of George Farmer in The National Portrait Gallery, London (inv. no. NPG 2149).





247

ATTRIBUTED TO GEORGE HENRY HARLOW (LONDON 1787-1819)

Portrait of a gentleman, possibly an actor?, bust-length, in a brown cloak

oil on canvas

76.2 x 63.2cm (30 x 24 7/8in).

£2,000 - 3,000 €2,500 - 3,800

248*

PIERRE DUVAL-LECAMUS (LISIEUX 1790-1854 SAINT-CLOUD)

Portrait of a gentleman, full-length, in a yellow waistcoat and a morning coat, holding a book and a pen, in a mountainous landscape signed 'Duval L.O.' (lower left) and signed 'Duval L.O.' (lower right) oil on canvas

41 x 33cm (16 1/8 x 13in).

£2,000 - 3,000 €2,500 - 3,800

Provenance

Sale, Sotheby's, New York, 26 January 2007, lot 369

249*****

CIRCLE OF JOHANN BAPTIST LAMPI I (ROMENO 1751-1830 VIENNA)

Portrait of an artist, said to be Vladimir Borovikovsky, half-length, in a red coat, holding a folio of drawings oil on panel

26.9 x 23.2cm (10 9/16 x 9 1/8in).

£2,000 - 3,000 €2,500 - 3,800







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

Venus and Cupid oil on canvas 54.6 x 65.2cm (21 1/2 x 25 11/16in).

£3,000 - 5,000 €3,800 - 6,300

MARC ANTOINE BILCOQ (PARIS 1755-1838)

A kitchen interior with a young woman cleaning copper pans; and A kitchen interior with a young woman holding a basket a pair, oil on canvas 17.7 x 15cm (6 15/16 x 5 7/8in). (2)

£2,000 - 3,000 €2,500 - 3,800

Provenance

With Eric Turquin, May 1982



252

AFTER FRANÇOIS BOUCHER, 18TH CENTURY

L'amour Nageur oil on canvas, unlined 92.1 x 110.6cm (36 1/4 x 43 9/16in).

£2,000 - 3,000 €2,500 - 3,800

The present composition is after Boucher's upright original, now in the James de Rothschild Collection at Waddesdon Manor, Buckinghamshire.



251



253^{W}

ENGLISH FOLLOWER OF BERNARDO BELLOTTO, EARLY 19TH CENTURY

The Grand Canal, Venice, with the Church of San Stae in the foreground oil on canvas 72.2 x 128.6cm (28 7/16 x 50 5/8in).

£6,000 - 8,000 €7,500 - 10,000

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



254

JACOB FERDINAND SAEYS (ANTWERP 1658-1725 VIENNA)

Figures in the courtyard of a palace oil on canvas 70.9 x 91.7cm (27 15/16 x 36 1/8in).

£7,000 - 10,000 €8,800 - 13,000





CIRCLE OF FRANCESCO GIUSEPPE CASANOVA (LONDON 1727-1802 VIENNA)

A monk administering the last rites to a soldier, before a battlefield oil on canvas 34.2 x 42.2cm (13 7/16 x 16 5/8in).

£2,000 - 3,000 €2,500 - 3,800

JOHN LEWIS (ACTIVE ENGLAND AND IRELAND, CIRCA 1740-CIRCA 1769)

Portrait of a lady, said to be Signora Majendie, three-quarter-length, playing a mandolin signed and dated 'J.Lewis.f./1769' (lower right)

oil on canvas

80.7 x 60.9cm (31 3/4 x 24in).

£2,000 - 3,000 €2,500 - 3,800

According to Ellis Waterhouse, John Lewis' last known dated portrait is 1769 (see: E. Waterhouse, The Dictionary of British 18th Century Painters, Suffolk, 1981, p.222).



257

ENGLISH FOLLOWER OF ANTONIO CANAL, CALLED IL CANALETTO (VENICE 1697-1768)

The Grand Canal, Venice, from Campo San Vio looking towards the Bacino di San Marco oil on canvas

17.1 x 28.8cm (6 3/4 x 11 5/16in).

£1,000 - 1,500 €1,300 - 1,900

AFTER SIR JOSHUA REYNOLDS P.R.A., 18TH CENTURY

Portrait of Wang Y-Tong, bust-length, in pink costume oil on canvas 60.7 x 50cm (23 7/8 x 19 11/16in).

£4,000 - 6,000 €5,000 - 7,500

The present painting is after Reynolds's portrait of the Chinese page to the Duchess of Dorset, Wang-Y-Tong, which is at Knole in Kent. Other bust length versions by the painter are known.



258





259

ATTRIBUTED TO GAETANO VETTURALI (LUCCA 1701-CIRCA 1783)

San Pietro di Castello, Venice; and the Grand Canal with San Simeone Piccolo, Venice a pair, oil on canvas 25.5 x 37.5cm (10 1/16 x 14 3/4in). (2)

£8,000 - 12,000 €10,000 - 15,000

The attribution to Vetturali was suggested by Egidio Martini and the present lot is accompanied by a letter to the owner (private communication).



260

ATTRIBUTED TO GIACOMO GUARDI (VENICE 1764-1835)

The Doge's Palace and the Molo, Venice oil on panel 23.5 x 33.5cm (9 1/4 x 13 3/16in).

£5,000 - 7,000 €6,300 - 8,800





FRANCIS TOWNE (ISLEWORTH 1739-1816)

Looking north from the lower slope of Snowdon signed and dated 'F.Towne. 1775' (lower left) oil on canvas 44.7 x 56.3cm (17 5/8 x 22 3/16in).

£1,000 - 1,500 €1,300 - 1,900

Provenance

With Agnews, London Mrs J. Watkins Sale, Sotheby's, London, 20 March 1974, lot 7 Sale, Sotheby's, London, 26 March 1975, lot 81

JOHN OPIE R.A. (TREVELLAS 1761-1807 LONDON)

Portrait of Jane Sarah Susannah Westcott (1790-1834) aged three, in a white dress seated in a landscape with her pet spaniel oil on canvas

£3,000 - 5,000 €3,800 - 6,300

Provenance

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

In 1793 Hannah Westcott commissioned John Opie to paint portraits of herself, her brother John Eastman Hancock and her children Anne, Mary, Peter, John Hancock and Jane. Hannah died within the year leaving the children without living parents, and the portrait of her threeyear-old daughter passed to Jane in her will. In his monograph on Opie, John Jope Rogers mentions this portrait, describing the sitter and dog in detail and commenting that it is 'A very graceful portrait. The head shows the influence of Joshua Reynolds.' (J.J.Rogers, John Opie, publ P&D Colnaghi & Co, 1878).



WORKS ON PAPER

CLAUDE GILLOT (LANGRES 1673-1722 PARIS)

Satyrs preparing a sacrifice bears number '38' (in pencil, lower left) red chalk on paper 23.2 x 18.4cm (9 1/8 x 7 1/4in).

£6,000 - 8,000 €7,500 - 10,000

Provenance

Alfred Beurdeley (Frits Lugt 421) Dr. Sachau, Leipzig Dr. Ludwig Burchard, London Sale, Sotheby's, London, 11 July 2001, lot 181

Literature

K.T. Parker and J. Mathey, Antoine Watteau, Catalogue complet de son oeuvre dessiné, Paris 1957, vol. I, no. 112, reproduced (as

Sanguines, exhib. cat., Paris, Galerie Cailleux, 1978, p. 41, in note to no. 15

M. Eidelberg, 'Watteau in the atelier of Gillot', in The acts of the symposium Antoine Watteau...le peintre, son temps et sa légende(1984), Paris-Geneva 1987, pp. 46-7, fig. 4 M. Morgan Grasselli, The Drawings of Antoine Watteau, stylistic development and problems of chronology, unpublished PhD dissertation, Harvard University, 1987, vol. I, p. 35, note 26; p. 46 P.Rosenberg and L.-A. Prat, Antoine Watteau, Catalogue raisonné des dessins, Milan 1996, vol. III, p. 1213, no. R234, reproduced



264



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

A reclining male nude (recto): seated nude (verso) bears inscription 'Guercino da Cento' (lower centre) oiled charcoal and black chalk (recto); red and some touches of white chalk (verso) 25.4 x 32.6cm (10 x 12 13/16in). bears an unidentified collectors stamp (lower right)

£2,000 - 3,000 €2,500 - 3,800

Nicholas Turner believes it is possible to attribute the present drawing to Guercino from the very beginning of the artist's career, circa 1612.

The pose of the figure in the recto study was of a type established in the Carracci academy. In an oil sketch on paper by Annibale Carracci, now in a private collection, the male figure adopts a very similar pose with his head thrown back forcing his rib cage up to create a peak, suggesting that the artist of the present work may have seen Annibale's prototype. Turner believes that the application of the oiled charcoal in the recto study is comparable to other works of this date by the artist such as Study for the head of a girl now in a private collection.

The red chalk study on the verso is more inconsistent in the quality of the draughtsmanship with some passages such as the legs quite delicate in their handling and others, such as the head and shoulders weaker in the drawing.

We are grateful to Nicholas Turner for suggesting an attribution to Guercino and for his kind assistance with this catalogue entry.



265

MARCELLUS LAROON THE YOUNGER (LONDON 1679-1772 OXFORD)

A musical recital in an elegant interior signed and dated 'Marcellus Laroon fecit. 1761' (lower right) pencil on paper, with pencil framing lines, watermark Strasbourg lily 39.2 x 31.2cm (15 7/16 x 12 5/16in).

£700 - 1,000 €880 - 1,300

THOMAS ROWLANDSON (LONDON 1756-1827)

Visitors entering a library pencil, pen, ink and watercolour on wove paper 11.5 x 18.4cm (4 1/2 x 7 1/4in).

£1,000 - 2,000 €1,300 - 2,500

267*

JACOPO STRADA (MANTUA 1510-1588 VIENNA)

Design for a basin with swing handles pen and brown ink and wash on paper 41 x 27cm (16 1/8 x 10 5/8in).

£3,000 - 5,000 €3,800 - 6,300

Exhibited

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

Literature

S. Lawrence, Jacopo Strada (1510-1588), Mannerist Splendor: Extravagant Designs for a Royal Table, San Francisco, 2007, p. 65, ill.



267





THOMAS ROWLANDSON (LONDON 1756-1827)

The Turkish bath pencil, pen, ink and watercolour on paper 14.7 x 23.7cm (5 13/16 x 9 5/16in).

£3,000 - 5,000 €3,800 - 6,300

Provenance

With The Fine Art Society, London, April 1966

GEORGE ROMNEY (LANCASHIRE 1734 - 1802 ULVERSTON)

Study of a woman holding scales, a small child clasping her pen and brown ink on laid paper 11.9 x 7.1cm (4 11/16 x 2 13/16in). unframed

£1,000 - 2,000 €1,300 - 2,500

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



270*

THOMAS ROWLANDSON (LONDON 1756-1827)

The hunt breakfast pencil, pen and ink with watercolour on paper 23 x 33cm (9 1/16 x 13in).

£1,500 - 2,000 €1,900 - 2,500

Provenance

With Doll & Richards Inc, Boston

FRANCIS TOWNE (ISLEWORTH 1739-1816)

Figures in an Italian coastal landscape signed 'F.Towne/delt.' (lower left) and inscribed 'Decr 20 1810/Francis Towne/to/the Revd Wm H. Carr' (on reverse) pencil and watercolour on paper 27.3 x 21.2cm (10 3/4 x 8 3/8in). unframed

£3,000 - 5,000 €3,800 - 6,300

The Revd William Holwell Carr was Towne's neighbour in London and was a close friend, as well as being one of the most influential connoisseurs and collectors of his time.







ABRAHAM LOUIS RODOLPHE DUCROS (YVERDON 1748-1810 LAUSANNE)

The Falls of the Aniene at Tivoli watercolour on paper 72 x 109cm (28 3/8 x 42 15/16in).

£5,000 - 7,000 €6,300 - 8,800

Provenance

Lord Howard de Walden (according to a label on the reverse) With Abbott & Holder, circa 1980 Private Collection, UK

Ducros was one of the most productive watercolourists working in Rome in the closing decades of the eighteenth century. Swiss by $\,$ birth, he arrived in Rome in 1776 and soon gained a reputation for his landscape views in watercolour and oil. He attracted the patronage of foreign tourists, travelling extensively around Italy and, in collaboration with the printmaker Giovanni Volpato, reproduced a number of his works in the form of hand-coloured outline etchings. He was also commissioned by Pope Pius VI to accompany him on a trip to the Pontine Marshes in 1783.

THOMAS ROWLANDSON (LONDON 1756-1827)

Refreshment at the cottage door pencil, pen, ink and watercolour on paper 15 x 11.4cm (5 7/8 x 4 1/2in).

£800 - 1,200 €1,000 - 1,500





275

THOMAS ROWLANDSON (LONDON 1756-1827)

Sportsman's Lunch pen and ink with watercolour on paper 29.3 x 46.2cm (11 9/16 x 18 3/16in).

£1,800 - 2,500 €2,300 - 3,100

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).

£1,500 - 2,000 €1,900 - 2,500

Provenance

Sale, Sotheby's, London, 13 March 1969, lot 50 The Collection of Col. P. L. Bradfer-Lawrence Sale, Sotheby's, London, 10 July 1980 With The Ruskin Gallery Ltd., Cambridge (according to a label on the reverse) Private Collection, UK

Exhibited

London, John Mitchell and Sons, November - December 1970





AFTER GUIDO RENI, 18TH CENTURY

Aurora gouache on paper 30.8 x 53.8cm (12 1/8 x 21 3/16in).

£1,500 - 2,000 €1,900 - 2,500

The present composition is after Reni's fresco, in the Palazzo Pallavicini-Rospigliosi, Rome.

277*****

ROMAN SCHOOL, 18TH CENTURY

Apollo and Zephra red chalk on paper 27 x 27cm (10 5/8 x 10 5/8in).

£1,200 - 1,800 €1,500 - 2,300

277





279

SAVERIO DELLA GATTA (NAPLES 1777-1829)

La Tarantella signed and dated 'Gatta 1826' (lower right) watercolour on paper 19 x 25cm (7 1/2 x 9 13/16in).

£2,500 - 3,500 €3,100 - 4,400

Provenance

Sale, Sotheby's London, 29 November 1979, lot 14

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

34.5 x 48.8cm (13 9/16 x 19 3/16in).

£1,800 - 2,500 €2,300 - 3,100





280

JOHANN RUDOLFF FEYERABEND (BASEL 1749-1814)

A still life of a goldfish bowl, a vase, music and a mandoline; and A still life of domestic kitchen objects a pair, gouache on paper 19.2 x 23.3cm (7 9/16 x 9 3/16in).(2)

£1,000 - 1,500 €1,300 - 1,900





282

281* **THOMAS ROWLANDSON (LONDON 1756-1827)**

The school boy (from the Seven Ages of Man) pencil, pen and ink with watercolour on paper 18 x 24.3cm (7 1/16 x 9 9/16in).

£2,000 - 3,000 €2,500 - 3,800

ATTRIBUTED TO GEORGE BARRETT R.A. (DUBLIN CIRCA 1728-1784 PADDINGTON)

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

£1,000 - 2,000 €1,300 - 2,500

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





284

283*

THOMAS ROWLANDSON (LONDON 1756-1827)

'Waltham Abby (sic) Market' inscribed 'Waltham Abby Market' (lower right), bears signature and date 'Rowlandson 1815' (lower left) pencil, pen and ink with watercolour on paper 21 x 29.5cm (8 1/4 x 11 5/8in).

£2,500 - 3,500 €3,100 - 4,400

THOMAS ROWLANDSON (LONDON 1756-1827)

The Stop at the Inn, Cologne watercolour, pen and ink on paper 47.5 x 62.9cm (18 11/16 x 24 3/4in).

£2,000 - 3,000 €2,500 - 3,800



285

CHARLES MULLENER (ACTIVE ITALY, 1787-1797)

The waterfalls at Tivoli, a man fishing in the foreground signed, inscribed and dated 'Charles Mullener Rome 17967' (lower left) watercolour on paper 66 x 101.8cm (26 x 40 1/16in). unframed

£2,000 - 3,000 €2,500 - 3,800 There is little known about Charles Mullener. Two drawings by the artist were sold at Christie's London, 8 April 1986, lots 133 and 134, both dated 1787 and one was drawn in Geneva. His work is stylistically close to the Swiss artist Franz Keiserman (Yverdon 1765 – 1833 Rome), who also worked in Rome late in the 18th Century.





286

FRENCH SCHOOL, 18TH CENTURY

Views of the harbour of Toulon the former inscribed 'Vue de la Caisse sur le Radeau Et de l'Arsenal de Toulon/ Prise sur le quay du Parc d'Artillerie' (lower centre); the latter inscribed 'Vue de la mise a l'Eau de la Caisse Et de l'Arsenal de Toulon/ Prise sur le quay de la Segouliere' (lower centre) a pair, gouache on paper 35.3 x 65.2cm (13 7/8 x 25 11/16in). (2)

£3,000 - 5,000 €3,800 - 6,300

GIOVANNI BATTISTA BUSIRI (ROME 1698-1757)

Figures before the Temple of Minerva Medica, Rome, within a painted oval gouache on laid paper 26 x 20cm (10 1/4 x 7 7/8in).

£1,000 - 1,500 €1,300 - 1,900

287



288

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

An Allegory of Love bears inscription in black chalk 'Prud'hon' (verso) black and white chalk on faded blue paper 22.5 x 16.2cm (8 7/8 x 6 3/8in).

£1,000 - 1,500 €1,300 - 1,900

Provenance

Sale, Paris, Hôtel Drouot, Jean-Marc Delvaux, 28 March 2001, lot 12.



288





289

DANIEL GARDNER (KENDAL CIRCA 1750-1805 LONDON)

Portrait of a naval officer, half-length, before a landscape; and Portrait of a lady, half-length, in a pink dress and headdress, before a landscape a pair, pastel on paper 27.8 x 22.9cm (10 15/16 x 9in). (2)

£2,000 - 3,000 €2,500 - 3,800

Provenance

Sale, Christie's, London, 14 May 1920, lot 52, where purchased by Col. H. H. Mulliner His sale, Christie's, London, 18 July 1924, lot 5



290 (actual size)

GIOVANNI DOMENICO TIEPOLO (VENICE 1727-1804)

A woman, full-length, standing, facing left pen and brown ink and wash on paper 18.2 x 9cm (7 3/16 x 3 9/16in).

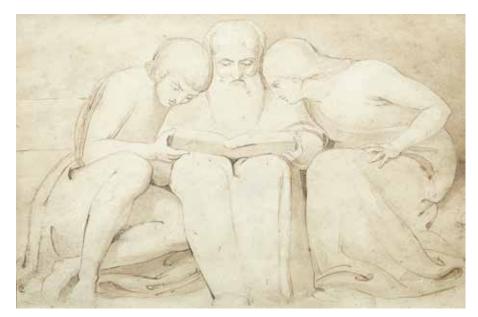
£4,000 - 6,000 €5,000 - 7,500

Provenance

Horace Walpole The Collection of The Rt. Hon. The Earl of Beauchamp His sale, Christie's, London, 15 June 1965, lot 159, where purchased by the present owner







JOHN FLAXMAN (YORK 1755-1826 LONDON)

Three original drawings for the Acts of Mercy: Instruct the ignorant; Visit the sick; and Comfort the fatherless and widow pen, ink and wash over pencil, the first on laid paper, the other two on wove the first 22 x 32.5 cm. (8 5/8 x 12 3/4 in.); the second 19.5 x 37.2 cm. (7 5/8 x 14 5/8 in.); the third 22 x 38.5 cm. (8 5/8 x 15 1/8 in.) with a small preliminary sketch for Instruct the ignorant; and three etchings with aquatint of the Acts of Mercy by F.C.Lewis, proofs before titles, these last 4 unframed (7)

£4,000 - 6,000 €5,000 - 7,500

Provenance

Edward Hodges Baily RA (1788-1867), the Bristol-born sculptor Thomas Woolner RA (1825-1892), the Pre-Raphaelite sculptor Sale, Sotheby's, 15 January 1958, lot 212 (This provenance applies to the 3 large drawings for the Acts of Mercy, all according to the mount)

Flaxman's drawings for the Eight Acts of *Mercy* were etched by F.C. Lewis in 1831 and published by his daughter and his sister-inlaw, Maria Denman.

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ART & ANTIQUES Including Old Master Paintings

Wednesday 5 November Wednesday 3 December Oxford

SCHOOL OF SEVILLE, 17TH CENTURY

Portrait of a lady oil on canvas 122 x 100.5cm (48 1/16 x 39 9/16in). £1,500 - 2,500

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Closing date for entries Friday 28 November 2014



Bonhams

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A red and white Ayrshire bull oil on canvas 102 x 127.5cm (40 3/16 x 50 3/16in). Sold for £20,000, January 2014

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

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

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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*).

 Hammer Price
 Percentage amount

 From €0 to €50,000
 4%

 From €50,000.01 to €200,000
 3%

 From €200,000.01 to €350,000
 1%

 From €350,000.01 to €500,000
 0.5%

 Exceeding €500,000
 0.25%

8. VAT

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

The following symbols 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
- Zero rated for VAT, no VAT will be added to the Hammer Price or the Buyer's Premium
- 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 Number: 25563009

Account Number: 25563009 Sort Code: 56-00-27

IBAN Number: GB 33 NWBK 560027 25563009

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

Debit cards: there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge;

Union Pay cards: these are now accepted at our Knightsbridge and New Bond Street offices, when presented in person by the card holder. These cards are subject to a 2% surcharge.

Credit cards: Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

The Buyer of a Lot will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the Buyer). For collection and removal of purchased Lots, please refer to Sale Information at the front of the Catalogue. Our offices are open 9.00am - 5pm Monday to Friday. Details relating to the collection of a Lot, the storage of a Lot and our Storage Contractor after the Sale are set out in the Catalogue.

11. SHIPPING

Please refer all enquiries to our shipping department on: Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805 Email: shipping@bonhams.com

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website http://www.artscouncil.org.uk/what-we-do/supportingmuseums/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 Licencina 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

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 <code>Buyer</code>'s responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the <code>Buyer</code> to successfully import goods into the US does not constitute grounds for non payment or cancellation of <code>Sale</code>. 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) weignt 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 pubil:
- "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.
- 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*, it's fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

- 1.1 These terms 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 OUALITY

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. 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.

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

4.2

5

- 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

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the Lot at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other Expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.

THE SELLER'S LIABILITY

9

- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise
- 9.3 Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer,
- 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;
- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the *Contract for Sale*.
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.

- 10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale be givericumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the Contract for Sale must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, addressed Co Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
- 10.7 The headings used in the Contract for Sale are for convenience only and will not affect its interpretation.
- 10.8 In the Contract for Sale "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer) on any person who is not a party to the Contract for Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

11 GOVERNING LAW

All transactions to which the Contract for Sale applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the Sale takes place and the Seller and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the Seller may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. Bonhams has a complaints procedure in place.

APPENDIX 2

BUYER'S AGREEMENT

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

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.

STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot 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 Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof:
- 7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us:
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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- 8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the Lot to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

- 9.1 We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the Lot and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and
- 2.2.3 within one month after such notification has been given, you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the Lot.

- 9.3 Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy ourselves that the Lot is or is not a Forgery.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

10 OUR LIABILITY

- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business 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 nonconforming 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.
- 2.6 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 W15 15R, 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 $\it Catalogue$.
- "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
- "VAT" value added tax at the prevailing rate at the date of the $\it Sale$ 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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