

# OLD MASTER PAINTINGS

Wednesday 29 April 2015  
Knightsbridge, London



# Bonhams



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Wednesday 29 April 2015 at 13.00

Knightsbridge, London

## BONHAMS

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22274

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## ILLUSTRATIONS

Front cover: Lot 84 (detail)  
Back cover: Lot 1

## IMPORTANT INFORMATION

The United States Government has banned the import of ivory into the USA. Lots containing ivory are indicated by the symbol Φ printed beside the lot number in this catalogue.



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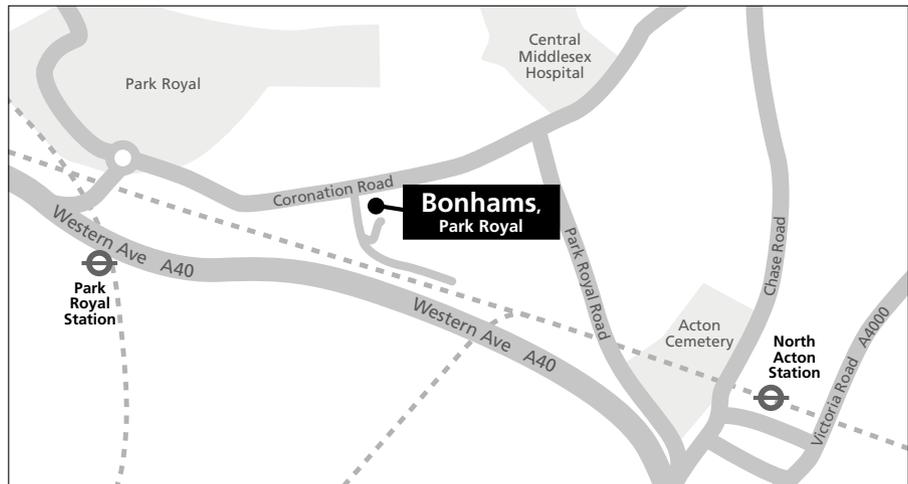
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**Please note that we will be closed Monday 4 May 2015 for the May Day Bank Holiday**

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For further VAT information please contact:  
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1

1

**FRENCH SCHOOL, 17TH CENTURY**

Vanitas still life with a skull and a butterfly  
 inscribed 'SURGITE MORTEM' (on a *cartiglio* on the reverse)  
 oil on panel, double-sided, oval, possibly a box-lid  
 20 x 27.5cm (7 7/8 x 10 13/16in).  
 unframed

£2,000 - 3,000  
 €2,800 - 4,200

2

**CIRCLE OF SOFONISBA ANGISSOLA (CREMONA CIRCA 1532-1625 PALERMO)**

Portrait of a lady, half-length, in an embroidered dress and pearls  
 oil on copper  
 10.5 x 8.4cm (4 1/8 x 3 5/16in).

£2,000 - 3,000  
 €2,800 - 4,200



2 (actual size)



3



4

3  
**STUDIO OF JOACHIM ANTHONISZ. WTEWAEEL (UTRECHT 1566-1638)**

Maternal Charity  
 oil on panel  
 39.4 x 48.2cm (15 1/2 x 19in).  
 unframed

**£4,000 - 6,000**  
**€5,600 - 8,400**

The present work is derived from the original works by Joachim Wtewael, one of which was sold at Christie's, London, 4 December 2012, lot 57 (signed and dated 1623, on panel, 57.8 x 79.3cm.) and the other with Dickinson Fine Art, London, 2014.

Our picture is painted on a Baltic oak panel from a tree whose last recorded growth ring is 1600 and was, therefore, felled some time between 1609 and 1618. Prof. Dr. Peter Klein of the University of Hamburg suggests that the panel would probably have been ready by 1617, so it is most likely to be co-eval with the dated version mentioned above, at the very latest.

4<sup>W</sup>  
**CIRCLE OF PAUWELS FRANCK, CALLED PAOLO FIAMMINGO (ANTWERP CIRCA 1540-1596 VENICE)**

Adam and Eve in the Garden of Eden  
 oil on canvas  
 113.5 x 169cm (44 11/16 x 66 9/16in).

**£4,000 - 6,000**  
**€5,600 - 8,400**

**Provenance**  
 Sale, Christie's, Rome, 15 June 2005, lot 401, where purchased by the present owner



5

5  
**FOLLOWER OF CORNELIS MASSYS (ANTWERP 1510-CIRCA 1556)**

Two hermit monks in a landscape  
 oil on panel  
 37.5 x 51.5cm (14 3/4 x 20 1/4in).

£4,000 - 6,000  
 €5,600 - 8,400

6  
**CIRCLE OF FRANS FLORIS THE ELDER (ANTWERP CIRCA 1519-1570)**

Head of a woman  
 oil on panel  
 46.7 x 34.4cm (18 3/8 x 13 9/16in).

£3,000 - 5,000  
 €4,200 - 7,000



6



7



8



9

7

**CIRCLE OF JASPER VAN DER LANEN  
(ANTWERP CIRCA 1592-CIRCA 1629)**

A wooded landscape with a stag hunt  
oil on copper  
19.9 x 25.9cm (7 13/16 x 10 3/16in).

£3,000 - 5,000  
€4,200 - 7,000

**Provenance**

Private Collection, Spain, since the early 19th century

8

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

Peasants at supper in an interior  
oil on panel  
15.8 x 17.1cm (6 1/4 x 6 3/4in).

£1,000 - 1,500  
€1,400 - 2,100

9

**ATTRIBUTED TO J. B. MONTEYNE  
(ACTIVE ANTWERP CIRCA 1720)**

Vegetable sellers gathered outside a tavern;  
and Pilgrims approaching vegetable sellers  
before a tavern  
a pair, oil on canvas  
48.2 x 58.2cm (19 x 22 15/16in). (2)

£2,500 - 3,500  
€3,500 - 4,900



10

10

**CIRCLE OF GILLIS VAN CONINXLOO III  
(ANTWERP 1544-1607 AMSTERDAM)**

A hunting party in a woodland clearing  
oil on canvas  
30.4 x 45.8cm (11 15/16 x 18 1/16in).

£1,500 - 2,000  
€2,100 - 2,800

11

**AFTER DAVID TENIERS THE YOUNGER,  
18TH CENTURY**

A village scene with four peasants playing  
boules before a tavern, two cottages beyond  
bears signature 'D.TE\*\*ERS.F' (lower left)  
oil on canvas  
39.1 x 51.4cm (15 3/8 x 20 1/4in).

£1,000 - 1,500  
€1,400 - 2,100

The present painting is after Teniers' original,  
sold Sotheby's, London, 5 July 2006, lot 2.



11



9



12



13



14



15



16

12  
**CIRCLE OF JAN BRUEGHEL THE YOUNGER (ANTWERP 1601-1678)**

Figures and a wagon on a path in a river landscape  
 oil on panel  
 29.3 x 24.8cm (11 9/16 x 9 3/4in).

£2,000 - 3,000  
 €2,800 - 4,200

13  
**JAN THOMAS VAN YPEREN (YPRES 1617-1678 VIENNA)**

The Penitent Magdalen  
 signed and dated 'Thomas fecit 1656' (lower left)  
 oil on canvas  
 86.1 x 69.8cm (33 7/8 x 27 1/2in).

£2,000 - 3,000  
 €2,800 - 4,200

14  
**FLEMISH SCHOOL, 16TH CENTURY**

Christ carrying the Cross  
 oil on panel, oval  
 13.1 x 10.4cm (5 3/16 x 4 1/8in).  
 unframed

£1,200 - 1,800  
 €1,700 - 2,500



17

15  
**FLEMISH SCHOOL, 17TH CENTURY**

Drovers resting in a landscape  
 oil on panel, *tondo*  
 35.6cm (14in). diameter

£1,200 - 1,800  
 €1,700 - 2,500

16  
**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).

£3,000 - 5,000  
 €4,200 - 7,000

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

17  
**CIRCLE OF DAVID TENIERS THE YOUNGER (ANTWERP 1610-1690 BRUSSELS)**

Simeon and the Christ child  
 oil on copper  
 22.7 x 17.2cm (8 15/16 x 6 3/4in).

£2,000 - 3,000  
 €2,800 - 4,200



18



19

18

**CIRCLE OF LODOVICO CARDI, CALLED IL CIGOLI (CASTELLO DI CIGOLI, NR SAN MINIATO 1559-1613 ROME)**

The Adoration of the Shepherds  
oil on copper  
29.3 x 43.2cm (11 9/16 x 17in).

**£2,000 - 3,000**  
**€2,800 - 4,200**

**Provenance**

Possibly acquired in Italy in 1700-02 by Martin Bowes, Bury St. Edmunds, Suffolk  
Thence by inheritance to Sir George Broke-Middleton, 3rd Bt. (1812-87), Broke Hall and Shrublands, Suffolk  
Thence by inheritance to Jane Anne Acton Vere Broke, who married in 1882  
James St. Vincent Saumarez, 4th Baron de Saumarez (1843-1937)

**Exhibited**

Leeds, *National Exhibition of works of Art*, 1868

In the catalogue of the pictures in the collection of Sir George Broke-Middleton drawn up in 1855, an annotation records that 'the Italian paintings largely collected by Mr. Martin Bowes of Bury St. Edmunds, in Italy in 1700'. This may be the Martin Bowes who is recorded in Padua with Thomas Herne between 1701 and 1702 (cf. J. Ingamells, *A Dictionary of British and Irish travellers in Italy 1701-1800*, New Haven and London 1991, p. 113).

19

**STUDIO OF PIETRO DA CORTONA (CORTONA 1596-1669 ROME)**

Saint Agnes  
oil on canvas  
97 x 71.8cm (38 3/16 x 28 1/4in).

**£5,000 - 7,000**  
**€7,000 - 9,700**

**Exhibited**

Possibly, Rome, Castel Sant'angelo, *Roma Barocca*, 2006 (according to a label on the reverse)

The present painting is adapted from Pietro da Cortona's fresco of Saint Martina in the Palazzo Pitti, Florence. It comes closest in design to the work of the same subject now in Dulwich Picture Gallery.



20

20

**VENETIAN SCHOOL, 16TH CENTURY**

The Mystic Marriage of Saint Catherine  
oil on panel  
50.4 x 63.5cm (19 13/16 x 25in).

£4,000 - 6,000

€5,600 - 8,400

21

**CIRCLE OF PARIS BORDONE (TREVISO 1500-1571 VENICE)**

Christ as *Salvator Mundi*  
oil on canvas  
99.1 x 88.1cm (39 x 34 11/16in).

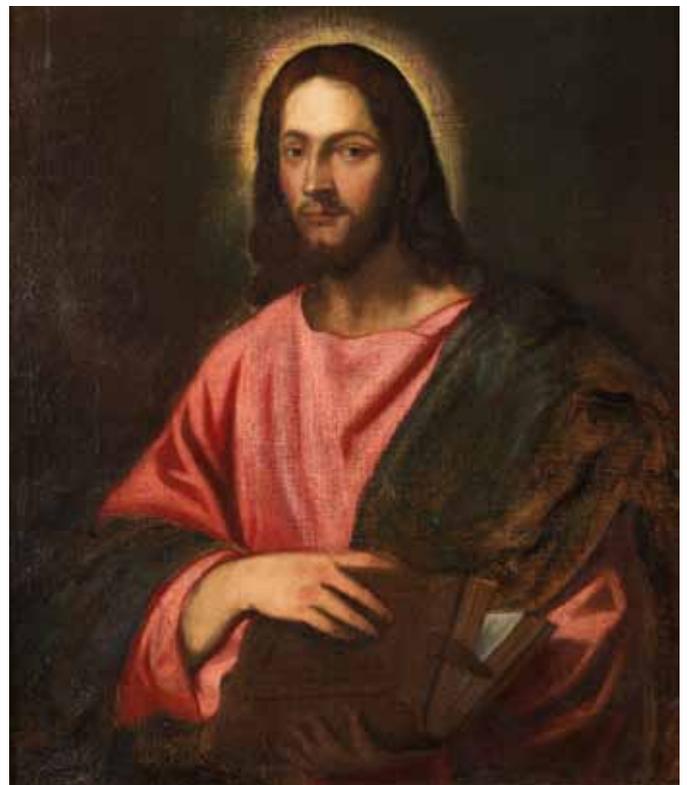
£6,000 - 8,000

€8,400 - 11,000

**Provenance**

Possibly, John Strange (1732-1799), London, by whom offered  
Possibly, sale, European Museum, London, 27 May 1799, lot 37  
Possibly, sale, Christie's, London, 15 March 1800, lot 9 (£3.3 to  
Seguier)  
Chateau de Boulemont, Herbeville, until 2013

There is a related charcoal drawing on blue paper, highlighted with  
white, in the J.P.Morgan Library, New York (inv. no. 1982.30).



21



22

22

**FRANS FRANCKEN III (ANTWERP 1607-1667)**

The Exodus from Egypt

oil on copper

56.4 x 73.8cm (22 3/16 x 29 1/16in).

£3,000 - 5,000

€4,200 - 7,000

The present composition is based on Frans Francken the Younger's original, now in Musée Galliera, Paris.

23

**FRENCH SCHOOL, 17TH CENTURY**

An elegant couple

oil on canvas

50.6 x 61.2cm (19 15/16 x 24 1/8in).

£4,000 - 6,000

€5,600 - 8,400

24

**CIRCLE OF MATTHEUS MOLANUS (? CIRCA 1575-1645 MIDDELBURG)**

The Fox, the Dog and the Cockerel

oil on panel

10.7 x 12.5cm (4 3/16 x 4 15/16in).

£1,000 - 1,500

€1,400 - 2,100

**Provenance**

With Lane Fine Art (according to a label on the reverse)

The subject is taken from one of Aesops Fables.



23



24

25

**FRANS FRANCKEN III (ANTWERP 1607-1667)**

The Family of Darius before Alexander  
oil on copper  
56.7 x 74.2cm (22 5/16 x 29 3/16in).

£3,000 - 5,000  
€4,200 - 7,000

26

**CIRCLE OF ERASMUS QUELLINUS II (ANTWERP 1607-1678)**

Christ in the House of Martha and Mary  
oil on panel  
73.2 x 105.7cm (28 13/16 x 41 5/8in).

£4,000 - 6,000  
€5,600 - 8,400

**Provenance**

The Briganti Collection, Rome

27

**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)

£3,000 - 5,000  
€4,200 - 7,000

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 whereas in the present work he stands on the far side. A version of the present composition, on panel, was offered in the Edwardes sale at Sotheby's on 8 December 1926, lot 14.



25



26



27



28



29



30



31



32

28

**CIRCLE OF DOMENICO PULIGO (FLORENCE 1492-1527)**

Portrait of a bearded gentleman, bust-length, in black costume holding a book  
oil on panel  
37.4 x 28cm (14 3/4 x 11in).

£4,000 - 6,000  
€5,600 - 8,400

29

**FOLLOWER OF CESARE DA SESTO (SESTO CALENDE 1477-1523 MILAN)**

The Penitent Magdalen  
oil on canvas  
91.4 x 71.1cm (36 x 28in).

£3,000 - 5,000  
€4,200 - 7,000

**Provenance**

Sale, Sotheby's, New York, 28 January 2006, lot 36, where purchased by the present owner

30

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

The Holy Family  
oil on panel, *tondo*  
42.7cm (16 13/16in). diameter

£6,000 - 8,000  
€8,400 - 11,000



33

31

**VERONESE SCHOOL, CIRCA 1600**

A hermit saint  
oil on slate, oval  
39.2 x 30.2cm (15 7/16 x 11 7/8in).

£2,000 - 3,000  
€2,800 - 4,200

32

**AFTER JUSEPE DE RIBERA, 17TH CENTURY**

A philosopher  
oil on canvas  
111.6 x 89.7cm (43 15/16 x 35 5/16in).

£4,000 - 6,000  
€5,600 - 8,400

The present lot follows Ribera's painting of a Philosopher now in a private collection, Paris.

33

**ITALIAN SCHOOL, 17TH CENTURY**

Saint John the Baptist in the Wilderness  
oil on canvas  
61.2 x 52.2cm (24 1/8 x 20 9/16in).

£1,000 - 1,500  
€1,400 - 2,100



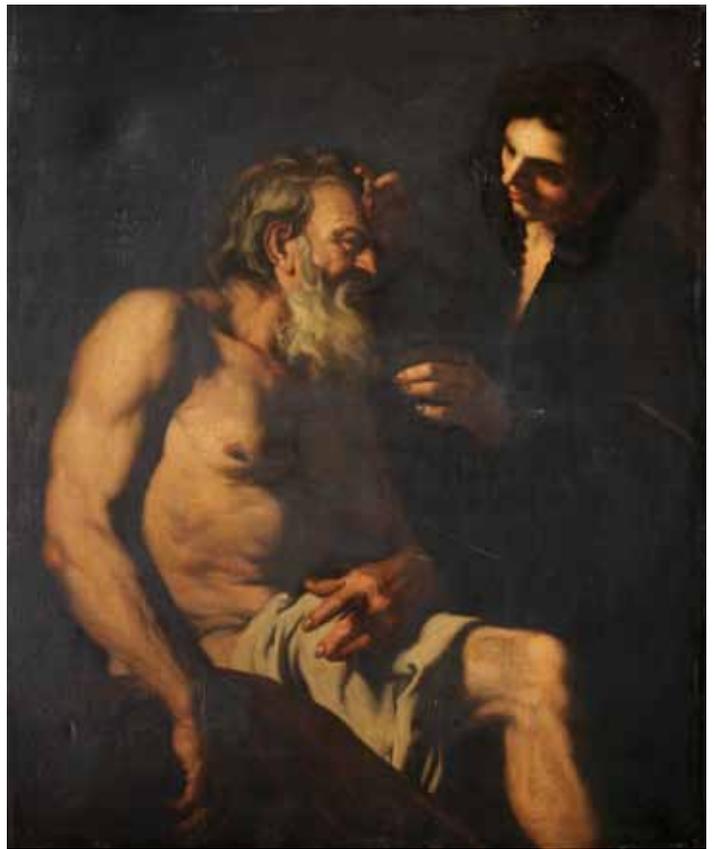
34



35



36



37



38

34

**CIRCLE OF CARLO SARACENI (VENICE 1579-1620)**

Saint Peter in prayer  
oil on copper  
22 x 16.8cm (8 11/16 x 6 5/8in).

**£4,000 - 6,000**  
**€5,600 - 8,400**

**Provenance**

With Hubert van Rossum, Lille (according to a label previously on the reverse)  
Sale, Christie's East, New York, 3 November 1999, lot 205

The original version of this subject of similar dimensions by Saraceni is in the Fabrizio Lemme Collection, Rome.

35

**VENETIAN SCHOOL, LATE 16TH CENTURY**

Saint Thomas  
oil on paper laid down on canvas  
33.4 x 29.8cm (13 1/8 x 11 3/4in).

**£3,000 - 5,000**  
**€4,200 - 7,000**

36

**CIRCLE OF GIOVANNI BIZZELLI (FLORENCE 1556-1612)**

The Agony in the Garden  
oil on copper  
35.7 x 26.2cm (14 1/16 x 10 5/16in).

**£2,000 - 3,000**  
**€2,800 - 4,200**



39

37

**CIRCLE OF GIOVANNI BATTISTA LANGETTI (GENOA 1635-1676)**

The healing of Tobit's blindness  
oil on canvas  
123.6 x 102.7cm (48 11/16 x 40 7/16in).  
unframed

**£4,000 - 6,000**  
**€5,600 - 8,400**

38

**CIRCLE OF ORAZIO BORGIANNI (ROME 1578-1616)**

The Crucifixion  
oil on canvas  
58 x 45.8cm (22 13/16 x 18 1/16in).

**£4,000 - 6,000**  
**€5,600 - 8,400**

39

**CIRCLE OF CARLO SARACENI (VENICE 1579-1620)**

The Assumption of the Virgin  
oil on copper  
43.8 x 33.2cm (17 1/4 x 13 1/16in).

**£3,000 - 5,000**  
**€4,200 - 7,000**



40

40 <sup>W</sup>

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

The Supper at Emmaus  
oil on canvas  
110.2 x 162cm (43 3/8 x 63 3/4in).

**£5,000 - 7,000**  
**€7,000 - 9,700**

The composition of the present work follows Caravaggio's *The Supper at Emmaus* now in the National Gallery, London. There are differences, however, particularly in the still life.



41

41 <sup>W</sup>

**CIRCLE OF JACOPO DA PONTE, CALLED JACOPO  
BASSANO (BASSANO CIRCA 1510-1592)**

The Supper at Emmaus  
oil on canvas  
98.5 x 132cm (38 3/4 x 51 15/16in).

**£4,000 - 6,000**  
**€5,600 - 8,400**

The present lot is based on Jacopo Bassano's original, sold at Christie's, London, 6 July 2010, lot 37.



42

42 <sup>\*</sup>

**BOLOGNESE SCHOOL, EARLY 17TH CENTURY**

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

**£2,000 - 3,000**  
**€2,800 - 4,200**



43

43<sup>W</sup>

**AGOSTINO CIAMPELLI (FLORENCE 1578-1640 ROME)**

The Martyrdom of Saint Thomas Becket  
oil on canvas, transferred from panel  
101.5 x 158cm (39 15/16 x 62 3/16in).

£5,000 - 7,000  
€7,000 - 9,700

We are grateful to Laura Laureati for suggesting an alternative attribution to Domenico Passignano.

44

**ENGLISH SCHOOL, 1612**

Portrait of a gentleman, said to be Alderman Rose Senior, of Salisbury, three-quarter-length, in black and red costume with a black hat bears inscription and date 'Mr. Rose No. 1/Alderman of Salisbury/ Father to Mr. Rose No.2' (upper left) and '.1612./ AEtatis suae. 72.' (upper right)  
oil on panel  
92 x 78.8cm (36 1/4 x 31in).

£2,000 - 3,000  
€2,800 - 4,200

**Provenance**

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

**Literature**

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



44



45



46



47



48



49

45

**SPANISH SCHOOL, 17TH CENTURY**

The Archangel Michael  
oil on slate  
29.1 x 22.6cm (11 7/16 x 8 7/8in).

£1,000 - 1,500  
€1,400 - 2,100

46<sup>W</sup>

**FLEMISH SCHOOL, 17TH CENTURY**

Saint Andrew  
oil on canvas  
117.6 x 93.2cm (46 5/16 x 36 11/16in).

£1,800 - 2,500  
€2,500 - 3,500

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

47 \*

**ATTRIBUTED TO ANTHONIE CLAESSENS (BRUGES CIRCA 1536-1613)**

Christ as Salvator Mundi  
oil on panel  
65.6 x 52cm (25 13/16 x 20 1/2in).

£1,500 - 2,000  
€2,100 - 2,800



50

48

**FLORENTINE SCHOOL, 16TH CENTURY**

Portrait of gentleman, half-length, in a black, fur-trimmed coat, holding a book  
oil on panel  
82.3 x 65.5cm (32 3/8 x 25 13/16in).

£4,000 - 6,000  
€5,600 - 8,400

49

**CIRCLE OF ALESSANDRO DI CRISTOFANO ALLORI (FLORENCE 1535-1607)**

Portrait of a gentleman, three-quarter-length, in a black coat holding a letter  
oil on panel  
89.4 x 63.2cm (35 3/16 x 24 7/8in).

£3,000 - 5,000  
€4,200 - 7,000

**Provenance**

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

50

**CIRCLE OF SCIPIONE PULZONE (GAETA CIRCA 1550-1598 ROME)**

Portrait of a lady, half-length, in black and gold costume  
oil on canvas  
60.9 x 41.5cm (24 x 16 5/16in).

£7,000 - 10,000  
€9,700 - 14,000

**Provenance**

Sale, Sotheby's, London, 19 January 1995, lot 94 (as circle of Jacopo Chimenti, called Jacopo da Empoli)



51

51 W

**FOLLOWER OF JACOB DE WIT (AMSTERDAM 1695-1754)**

An Allegory of the Christian faith  
oil on canvas, *en grisaille*  
73.3 x 204.3cm (28 7/8 x 80 7/16in).

£1,800 - 2,500  
€2,500 - 3,500

52

**GERRIT BRONCKHORST (UTRECHT 1637-1673)**

Nymphs resting in a classical landscape  
signed and dated 'g do. VBronchorst/1662' (lower right)  
oil on panel  
32.2 x 43.2cm (12 11/16 x 17in).

£2,000 - 3,000  
€2,800 - 4,200

**Provenance**

Sale, Sotheby's, London, 24 May 1967, lot 144 (for £150)

**Literature**

T. Döring, *Studien zur Künstlerfamilie Van Bronchorst*, Alfter, 1993, p. 242

53

**CIRCLE OF GILLIS PEETERS I (ANTWERP 1612-1653)**

Saint Jerome in the Wilderness  
oil on panel  
18.5 x 24.5cm (7 5/16 x 9 5/8in).  
unframed

£2,000 - 3,000  
€2,800 - 4,200



52



53



54

54<sup>W</sup>

**CIRCLE OF JACOB DE WIT (AMSTERDAM 1695-1754)**

An Allegory of Winter  
oil on canvas, *en grisaille*  
65 x 125.2cm (25 9/16 x 49 5/16in).

£2,000 - 3,000  
€2,800 - 4,200

55

**CIRCLE OF JOHANNES VAN HAENSBERGEN (UTRECHT 1642-1705 THE HAGUE)**

A wooded landscape with nymphs bathing  
oil on panel  
21.2 x 26cm (8 3/8 x 10 1/4in).

£1,000 - 1,500  
€1,400 - 2,100

A similar version depicting the same figure group was offered at Christie's, New York on 4 November 1986, lot 101.

56

**CIRCLE OF PAULUS MOREELSE (UTRECHT 1571-1638)**

Venus and Adonis  
oil on panel  
29.8 x 43.5cm (11 3/4 x 17 1/8in).

£3,000 - 5,000  
€4,200 - 7,000



55



56



57



58



59

57

**ADRIAEN VAN DER CABEL (RYSWYCK 1631-1705 LYONS)**

Fishermen and other figures in a Mediterranean coastal landscape  
oil on canvas  
22.8 x 48cm (9 x 18 7/8in).  
unframed

£3,000 - 5,000  
€4,200 - 7,000

58

**JOHANNES URSELINX (? CIRCA 1598-1664 AMSTERDAM)**

Peasants in a landscape  
signed 'I.URSELLI' (on fence, lower right)  
oil on panel  
42.5 x 63cm (16 3/4 x 24 13/16in).

£3,000 - 5,000  
€4,200 - 7,000

59

**FOLLOWER OF THEODOR ROMBOUTS (ANTWERP 1597-1637)**

Card players  
oil on panel  
66.2 x 92.8cm (26 1/16 x 36 9/16in).

£1,000 - 1,500  
€1,400 - 2,100

**Provenance**

Sale, Bonhams, Knightsbridge, 30 October 1997, lot 308, where purchased by the present owner



60

60  
**FOLLOWER OF PEETER SION (ACTIVE CIRCA 1649-1695  
 ANTWERP)**

A triumphant procession  
 oil on copper  
 23.4 x 67.2cm (9 3/16 x 26 7/16in).

£2,000 - 3,000  
 €2,800 - 4,200

61  
**FOLLOWER OF LUCAS VAN UDEN (ANTWERP CIRCA  
 1595-CIRCA 1673)**

An extensive landscape with shepherds resting by a windmill  
 oil on panel  
 24 x 34.3cm (9 7/16 x 13 1/2in).

£1,500 - 2,000  
 €2,100 - 2,800

62  
**FOLLOWER OF JAN WILDENS (ANTWERP 1586-1653)**

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

£2,000 - 3,000  
 €2,800 - 4,200



61



62



63



64

63  
**CIRCLE OF PIETER SNAERS (ANTWERP  
 1592-1667 BRUSSELS)**

Drovers with their flocks on a country path;  
 and An extensive pastoral landscape with a  
 horseman and other figures  
 a pair, oil on canvas  
 72.6 x 114.8cm (28 9/16 x 45 3/16in). (2)

£4,000 - 6,000  
 €5,600 - 8,400

64  
**HANS JURRIENSZ. VAN BADEN (BADEN  
 CIRCA 1604-1663 AMSTERDAM)**

A church interior with Christ driving out the  
 moneylenders  
 signed 'IGVan Baden' (under window, lower  
 left)  
 oil on panel  
 31.1 x 43.1cm (12 1/4 x 16 15/16in).

£2,000 - 3,000  
 €2,800 - 4,200



63

65

**CORNELIS DROOCHSLOOT (UTRECHT  
1640-CIRCA 1673)**

A river landscape with figures outside an inn  
and fishermen in boats, a town beyond  
oil on panel  
30.2 x 45.3cm (11 7/8 x 17 13/16in).

£5,000 - 7,000

€7,000 - 9,700



65



66



67

66 W

**JOHANN CASPAR HUBER (GLATTFELDEN 1752-1827 ZURICH)**

Seascape with American, British and Dutch Frigates  
signed and dated 'J.C.Huber/ Pinx.1796' (lower left)  
oil on canvas

155.2 x 189.8cm (61 1/8 x 74 3/4in).

**£12,000 - 18,000**

**€17,000 - 25,000**

**Provenance**

With Luc Bouveret, Paris

Sale, Christie's, New York, 6 June 2012, lot 25 (as property of a distinguished gentleman), where purchased by the present owner

67

**CIRCLE OF ROBERT WALKER (? CIRCA 1607-CIRCA 1658 LONDON)**

Portrait of Conyers Darcy, 2nd Earl of Holderness (1622-92), bust-length, in a white shirt and black cloak

charged with the sitter's coat-of-arms (upper left)

oil on canvas

74.9 x 60.7cm (29 1/2 x 23 7/8in).

**£5,000 - 7,000**

**€7,000 - 9,700**

**Provenance**

By descent from the sitter to the 10th Duke of Leeds Will Trust, where sold by

Sale, Christie's, South Kensington, 30 October 2014, lot 105, where purchased by the present owner

The coat-of-arms depicted in the present portrait is Darcy impaled with Fane and thus pertains to the marriage of Conyers Darcy to his first wife, Lady Catherine Fane on the 14 May 1645.

This portrait was in the collection of George Godolphin Osborne, the 10th Duke of Leeds (1862-1927) who was a descendant of the Darcy family (Francis Godolphin Osborne, the 5th Duke of Leeds (1751-1799) married Amelia, Baroness Conyers, only daughter of Robert Darcy, the last Earl of Holderness in 1773. Accordingly the family seat of Hornby Castle came into the Osborne family and in all probability this portrait remained at Hornby Castle from its creation until the castle was sold.



68

68 <sup>W</sup>

**FOLLOWER OF ADAM SILO (AMSTERDAM 1674-1757)**

Small Dutch sailing vessels near the coastline of the city of Dordrecht, a group of figures on the shore in the foreground  
oil on canvas

128.5 x 173.5cm (50 9/16 x 68 5/16in).

£10,000 - 15,000

€14,000 - 21,000

**Provenance**

Sale, Sotheby's, Amsterdam, 5 May 2009, lot 46, where purchased by the present owner

69 <sup>W</sup>

**AFTER SIR ANTHONY VAN DYCK, 18TH CENTURY**

Portrait of Lady Mary Verney, three-quarter-length, in a blue dress, standing before a landscape  
oil on canvas

124 x 101.5cm (48 13/16 x 39 15/16in).

£2,500 - 3,500

€3,500 - 4,900

**Provenance**

Presumably the sitter's family, by descent to Frederick Verney and by descent to Mrs David Verney and thence by family descent to the present owner

**Literature**

O. Millar, et. al., *Van Dyck. A Complete Catalogue of the Paintings*, New Haven and London 2004, p. 609, under IV. 232, as a later copy

The present composition is after van Dyck's original, now in a private collection UK.



69



70



71



72



73



74

70  
**ATTRIBUTED TO HENDRICK GERRITZ. POT (HAARLEM CIRCA 1585-1657 AMSTERDAM)**

A lute player  
 indistinctly signed 'F\*\*' (on door, lower right)  
 oil on panel  
 38 x 26cm (14 15/16 x 10 1/4in).

£3,000 - 5,000  
 €4,200 - 7,000

71  
**AFTER FRANS VAN MIERIS THE ELDER, 17TH CENTURY**

A sleeping courtesan  
 oil on copper  
 28.3 x 22.5cm (11 1/8 x 8 7/8in).

£2,500 - 3,500  
 €3,500 - 4,900

The present composition is after Frans van Mieris' original, now in the Uffizi, Florence.



74

72  
**FLEMISH SCHOOL, 17TH CENTURY**

Portrait of a gentleman, half-length, in black costume charged with the sitter's coat-of-arms (upper left and right)  
 oil on canvas, oval  
 85.8 x 56.5cm (33 3/4 x 22 1/4in).

£2,000 - 3,000  
 €2,800 - 4,200

73  
**ATTRIBUTED TO ARNOLD BOONEN (DORDRECHT 1669-1729 AMSTERDAM)**

Portrait of a lady, bust-length, in a red cloak  
 oil on canvas, oval  
 74.2 x 58.3cm (29 3/16 x 22 15/16in).

£1,500 - 2,000  
 €2,100 - 2,800

74  
**CIRCLE OF FRANS FLORIS THE ELDER (ANTWERP CIRCA 1519-1570)**

Head studies of bearded men  
 a pair, oil on panel  
 48.8 x 33.5cm (19 3/16 x 13 3/16in). (2)

£4,000 - 6,000  
 €5,600 - 8,400



75

75

**CIRCLE OF KARL WILHELM DE HAMILTON (BRUSSELS 1668-1754 AUGSBURG)**

Peacocks, a parrot, hens and guinea pigs before a landscape  
oil on canvas

41.9 x 53.5cm (16 1/2 x 21 1/16in).

£2,000 - 3,000

€2,800 - 4,200



76

76

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

A tavern interior with figures eating, drinking and gambling  
oil on panel

46.1 x 61.2cm (18 1/8 x 24 1/8in).

£2,000 - 3,000

€2,800 - 4,200

A version of the present composition, from the circle of Teniers the Younger, was offered at Sotheby's, London on 6 December 2007, lot 162.



77

77

**GERMAN SCHOOL, 17TH CENTURY**

After the Battle  
indistinctly signed 'G \*i\*b' (lower left)  
oil on canvas

33.2 x 40.1cm (13 1/16 x 15 13/16in).

£800 - 1,200

€1,100 - 1,700

78

**FOLLOWER OF MARTIN FERDINAND QUADAL (NIETSCHITZ  
1736-1811 ST. PETERSBURG)**

A crouching cat with bream, salmon, perch and trout on a stone ledge  
oil on canvas  
64.2 x 76.8cm (25 1/4 x 30 1/4in).

£2,000 - 3,000  
€2,800 - 4,200

**Provenance**

Sale, Auction Atrium, London, 21-25 May 2010, lot 13271, where  
purchased by the present owner

79<sup>W</sup>

**WILLEM VAN LEEN (DORDRECHT 1753-1825 DELFTSHAVEN)**

A spaniel with a dead hare, partridge and accoutrements of the chase  
with a country house beyond  
signed and dated 'W van Leen .f./1813.' (lower right)  
oil on canvas  
109 x 138.8cm (42 15/16 x 54 5/8in).

£3,000 - 5,000  
€4,200 - 7,000

80<sup>W</sup>

**AFTER JAN FYT, 17TH CENTURY**

A dog seated beside a dead deer and hunting paraphernalia  
oil on canvas  
121 x 149cm (47 5/8 x 58 11/16in).

£2,000 - 3,000  
€2,800 - 4,200

The present composition is based on Jan Fyt's original work now in  
Schloss Wilhelmshohe, Kassel.



78



79



80



81



82



83

81<sup>W</sup>

**AFTER SIR JOSHUA REYNOLDS, PRA., 19TH CENTURY**

Portrait of Mrs Richard Bennett Lloyd, full-length, in a cream dress, inscribing a tree  
oil on canvas

127.1 x 79.9cm (50 1/16 x 31 7/16in).

£1,000 - 1,500

€1,400 - 2,100

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

82

**PIETER ANGELLIS (DUNKIRK 1685-1734 RENNES)**

Figures in an interior playing stringed instruments  
signed and dated 'P. Angelles .F./1722' (lower left)  
oil on panel

52 x 43.6cm (20 1/2 x 17 3/16in).

£1,000 - 1,500

€1,400 - 2,100

83

**FRENCH SCHOOL, 17TH CENTURY**

Portrait of Charles IV, Duke of Lorraine, bust-length, in armour, within a painted oval  
bears inscription 'CAROLVS.4.DVX/ LOTHARINGIAE' (upper right)  
oil on canvas

69.5 x 61.6cm (27 3/8 x 24 1/4in).

£1,200 - 1,800

€1,700 - 2,500



84

84

**CIRCLE OF ROBERT VAN DER MYN (ACTIVE LONDON, 18TH CENTURY)**

A Scarlet Macaw, dead kingfishers and a partridge on a table-top with a basket of fruit  
oil on canvas  
62.2 x 80.7cm (24 1/2 x 31 3/4in).

£5,000 - 7,000  
€7,000 - 9,700

85

**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).

£2,000 - 3,000  
€2,800 - 4,200

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



85



86



86



86



86

86

**ATTRIBUTED TO MARCO MARCOLA (VERONA 1740-1793)**

The Education of Pulcinelli

a set of four, oil on canvas

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

**£15,000 - 20,000**

**€21,000 - 28,000**

The present set of four paintings depicts young Pulcinelli taking instruction in music, dancing, home-making and reading. Identified by his white costume with both a hunch-back and a pot belly along with a distinctive black mask with a long, hooked nose, Pulcinella is the one of the stock characters in the Italian *Commedia dell'arte*. In the narrative, Pulcinella is often seen as representing the working man; he is self-centred, a *gourmande* and is known for being unable to keep a secret.



87

87<sup>W</sup>

**FELIPE RAMIREZ (ACTIVE SEVILLE, 17TH CENTURY)**

Christ as the Man of Sorrows  
signed and dated 'Philippe Ramirez/faci. 1631 (lower left)  
oil on canvas  
165 x 109.5cm (64 15/16 x 43 1/8in).

£4,000 - 6,000

€5,600 - 8,400

**Provenance**

Baron de Zerezo de Tejada  
Mrs van Wilgen de Zerezo  
Mrs van Wilgen Glaveny  
Baronne de Moffart, Lummen, Belgium  
Private Collection, Belgium, 1942/3 by whom offered  
Sale, Christie's, London, 29 May 1992, lot 315, where purchased by  
the present owner's late father (for £20,000)

**Literature**

D. Angulo Iniguez, *Ars Hispaniae*, XV, 1971, p. 24  
D. Angulo Iniguez and A. E. Perez Sanchez, *Historia de la Pintura Espanola. Escuela Toledana de la primera Mitad del Siglo, XVII*, 1972, p. 108, no. 1, and pl. 76  
J. Camon Aznar, *Summa Artis*, XXV, *La Pintura Espanola del Siglo XVII*, 1977, PP. 207-8  
A. E. Perez Sanchez, exhibition catalogue, *Pintura Espanola de Bodegones y Floreros de 1600 a Goya* Museo del Prado, Madrid, November 1983- January 1984, p. 216  
A. E. Perez Sanchez, *La Nature Morte Espagnole du XVIIe siecle a Goya*, 1987, p. 24  
A. E. Perez Sanchez, exhibition catalogue, *Du Greco a Goya. Chefs-d'oeuvre du Prado et de collections espagnoles*, Musee d'Art et d'Histoire, Geneva, June-September 1989, p. 42  
A. E. Perez Sanchez, exhibition catalogue, *Pintura Espanola de Bodegones y Floreros* National Museum of Western Art, Tokyo, February- April 1992 and Nagoya City Art Museum, April-May 1992, p. 92



88



89



90

88

**CIRCLE OF FRANCESCO ALBANI (BOLOGNA 1578-1660)**

*Noli me Tangere*

oil on canvas

47.3 x 35.6cm (18 5/8 x 14in).

£2,000 - 3,000

€2,800 - 4,200

89

**STUDIO OF FRANCESCO ALBANI (BOLOGNA 1578-1660)**

The Baptism of Christ

oil on canvas

74.5 x 61cm (29 5/16 x 24in).

£4,000 - 6,000

€5,600 - 8,400

Loosely based on Albani's work for the Gnetti chapel in San Giorgio in Poggiale, the present painting comes closest to a further autograph *Baptism of Christ* with Galerie Labatut, Paris. At least four other versions of this latter composition are known.

90

**CIRCLE OF MIGUEL JACINTO MELENDEZ (OVIEDO 1679-1734 MADRID)**

Portrait of Maria Louisa of Savoy, bust-length, in a red embroidered dress

oil on canvas

61.1 x 42cm (24 1/16 x 16 9/16in).

£3,000 - 5,000

€4,200 - 7,000



91

91<sup>W</sup>

**ITALIAN SCHOOL, 18TH CENTURY**

The Immaculate Conception  
oil on canvas, shaped top  
177 x 123cm (69 11/16 x 48 7/16in).  
unframed

£1,000 - 1,500  
€1,400 - 2,100



92

92<sup>W</sup>

**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).

£2,000 - 3,000  
€2,800 - 4,200



93



94



95

93

**FOLLOWER OF PHILIPS WOUWERMAN  
(HAARLEM 1619-1668) A STUDY OF  
FIGURES AND ANIMALS**

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

£1,500 - 2,000  
€2,100 - 2,800

94

**ATTRIBUTED TO JACOB ADRIAENSZ.  
BELLEVOIS (ROTTERDAM 1621-1675)**

Shipping in a stormy sea  
indistinct monogram and date 'V\*E \*0'  
(on parcel, lower centre)  
oil on panel  
67.2 x 90.2cm (26 7/16 x 35 1/2in).

£1,500 - 2,000  
€2,100 - 2,800

95

**CIRCLE OF WENZEL IGNAZ PRASCH  
(NUREMBERG 1708-1761)**

Officers in an encampment  
oil on canvas  
43.1 x 50.8cm (16 15/16 x 20in).

£1,500 - 2,000  
€2,100 - 2,800



96

96

**FLEMISH SCHOOL, 18TH CENTURY**

Figures in a river landscape  
signed with initials 'C.v.B' (lower right)  
oil on canvas  
79.6 x 105.4cm (31 5/16 x 41 1/2in).

£2,000 - 3,000  
€2,800 - 4,200

97

**CIRCLE OF AERNOUT SMIT  
(AMSTERDAM CIRCA 1641-1710)**

Dutch ships in a stiff breeze, with a coastline  
beyond  
oil on panel  
43.7 x 56.4cm (17 3/16 x 22 3/16in).

£3,000 - 5,000  
€4,200 - 7,000



97

98

**MANNER OF JACOB VAN RUISDAEL,  
19TH CENTURY**

Landscape with a brick bridge over a canal  
with a cottage under lofty oaks  
bears signature 'Ruy\*\*\*\*' (lower right)  
oil on panel  
68.5 x 92.5cm (26 15/16 x 36 7/16in).

£2,000 - 3,000  
€2,800 - 4,200

The present painting is after a doubted Jacob  
van Ruisdael landscape in the Staatliche  
Museen Preussischer Kulturbesitz, Berlin.



98



99



100

99

**AFTER VALENTIN DE BOULOGNE, 17TH CENTURY**

The Denial of St Peter  
oil on copper  
30.6 x 38.2cm (12 1/16 x 15 1/16in).

**£8,000 - 12,000**  
**€11,000 - 17,000**

A version of the present composition by Valentin (on canvas, 118 x 171cm.) appeared in the Manzoni sale, Milan in 1967, lot 143.

100

**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)

**£5,000 - 7,000**  
**€7,000 - 9,700**



101

101

**WORKSHOP OF GIOVANNI FRANCESCO BARBIERI, CALLED IL GUERCINO (CENTO 1591-1666 BOLOGNA)**

The Penitent Magdalen

oil on canvas

85.9 x 104.5cm (33 13/16 x 41 1/8in).

£6,000 - 8,000

€8,400 - 11,000

The figure of the Magdalene follows Guercino's original work now in the Pinacoteca Nazionale, Bologna. The original was part of a series of four paintings of penitent saints, which proved very popular and several studio copies were later produced.



100



102



103



104



105



106

102

**CIRCLE OF JAN FRANS SOOLMAKER (ANTWERP 1635- AFTER 1685)**

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).

£1,500 - 2,000  
€2,100 - 2,800

A signed version of this composition with variations was sold at Sotheby's London, 28 October 2004, lot 125.

103

**CIRCLE OF CORNELIS DUSART (HAARLEM 1660-1704)**

An interior with figures around a table, drinking, smoking, making music and reading a letter  
oil on canvas  
49.2 x 41cm (19 3/8 x 16 1/8in).

£1,500 - 2,000  
€2,100 - 2,800

104

**JACOB VAN SPREEUWEN (LEIDEN CIRCA 1611-AFTER 1650)**

Scholars in a study with books and globes  
oil on panel  
47.2 x 43.2cm (18 9/16 x 17in).

£2,000 - 3,000  
€2,800 - 4,200

**Provenance**

Private Collection, since 1965  
Sale, Christie's, Amsterdam, 7 May 2013, lot 85

We are grateful to Fred Meijer of the RKD, The Hague, for endorsing the attribution to Jacob van Spreeuwen upon personal inspection of the original at the last time of sale (verbal communication, 6 March 2012).



106

105

**WILLEM GABRON (ANTWERP 1619-1678)**

A still life of a pewter-mounted stoneware jug, an overturned *roemer*, a broken roll of bread, a candle in a brass stand, a glass beaker of beer, a pewter dish of fish and a knife with an ivory handle on a draped table-top  
oil on panel  
62.6 x 50.6cm (24 5/8 x 19 15/16in).

£5,000 - 7,000  
€7,000 - 9,700

**Provenance**

With Douwes Fine Art, Amsterdam

**Literature**

N.R.A. Vroom, *A Modest Message*, Schiedam, 1980, vol. II, p. 54, no. 261, ill. (as location unknown)

The present work dates to the artist's early period during the 1640s, when he was included in the Antwerp guild as a master. During this period he was greatly influenced by the Haarlem school.

106

**ATTRIBUTED TO JOHANN MICHAEL HAMBACH (COLOGNE 2ND HALF OF 17TH CENTURY)**

*A trompe l'oeil* of a hare with a butterfly and dead birds; and *A trompe l'oeil* of a hare with smoking paraphernalia  
a pair, oil on canvas  
79.3 x 50.8cm (31 1/4 x 20in).  
unframed (2)

£3,000 - 5,000  
€4,200 - 7,000



107



108

107

**HENDRIK FRANS DE CORT (ANTWERP 1742-1810 LONDON)**

A view of Neath Abbey with Gnoll's Castle beyond

oil on panel

50.5 x 71cm (19 7/8 x 27 15/16in).

£4,000 - 6,000

€5,600 - 8,400

**Provenance**

With a London art dealer

Acquired by Elis Jenkins, Neath, by 1962 and thence by descent until bequeathed to the present owner's family

**Literature**

E. Jenkins, *Neath and District: A Symposium*, Neath, 1974, pl. 3, p.72, xii, xiv (as School of Richard Wilson)

108 \*

**ATTRIBUTED TO ROBERT WALKER (? CIRCA 1607-CIRCA 1658 LONDON)**

Portrait of a gentleman, bust-length, in armour and with a lace jabot

oil on canvas

76.3 x 63.6cm (30 1/16 x 25 1/16in).

£3,000 - 5,000

€4,200 - 7,000

**Provenance**

With Thos. Agnew & Sons (according to a label attached to the reverse)

Sale, Christie's, New York, 7 June 2002, lot 18 (as by Robert Walker)

**Exhibited**

Cleveland Museum of Art, no. 15369/20 (according to a label on the reverse)

In a letter dated 14 August 1999, regarding the present portrait, Sir Oliver Millar wrote that he would 'hazard a suggestion that it is by Robert Walker', based on a photograph.



109

109

**ATTRIBUTED TO JACOB FOPPENS VAN ES (ANTWERP CIRCA 1596-1666)**

Still life of crabs, lemons, cherries and a wineglass on a wooden table  
oil on panel  
22.5 x 44.6cm (8 7/8 x 17 9/16in).

£3,000 - 5,000  
€4,200 - 7,000

**Provenance**

Sale, Christie's, Amsterdam, 30 January 2007, lot 68 (as circle of Alexander Adriaenssen)

110 \*

**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).

£4,000 - 6,000  
€5,600 - 8,400



110



111



112

111

**CIRCLE OF PANFILO NUVOLONE  
(CREMONA 1581-1651)**

Peaches, grapes and apples on a *tazza*  
oil on panel

27.7 x 45.8cm (10 7/8 x 18 1/16in).

£4,000 - 6,000

€5,600 - 8,400

112<sup>W</sup>

**MANNER OF JUSEPE DE RIBERA, 18TH  
CENTURY**

Saint Sebastian tended by Saint Irene  
oil on canvas

196.5 x 149.2cm (77 3/8 x 58 3/4in).

£8,000 - 12,000

€11,000 - 17,000



113

113

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

Grapes, plums, peaches and other fruit on a stone ledge  
oil on canvas  
14.8 x 29.6cm (5 13/16 x 11 5/8in).

£2,000 - 3,000  
€2,800 - 4,200

114<sup>W</sup>

**STUDIO OF GIOVANNI FRANCESCO BARBIERI, CALLED IL GUERCINO (CENTO 1591-1666 BOLOGNA)**

The Madonna and Child  
oil on canvas  
114.5 x 94.8cm (45 1/16 x 37 5/16in).

£6,000 - 8,000  
€8,400 - 11,000

The present work is a reduced version of that by Guercino now in the Galleria Sabauda, Turin.



114



115

115

**DIRK VAN BERGEN (HAARLEM CIRCA 1649-CIRCA 1690)**

A shepherdess resting by a river with her flock signed and dated '\*\*\* Bergen/ 1688' (lower left)  
oil on copper  
37.7 x 49.2cm (14 13/16 x 19 3/8in).

£3,000 - 5,000

€4,200 - 7,000



116

116

**CIRCLE OF ADRIEN MANGLARD (LYONS 1695-1760 ROME)**

Fishermen hauling in their catch in the moonlight  
oil on canvas  
41.2 x 57.4cm (16 1/4 x 22 5/8in).

£4,000 - 6,000

€5,600 - 8,400



117

117

**ITALIAN SCHOOL, 18TH CENTURY**

Travellers on a country path, an extensive harbour view beyond  
bears signature 'Rosa' (on rock, lower left)  
oil on canvas  
36.1 x 47.5cm (14 3/16 x 18 11/16in).

£2,000 - 3,000

€2,800 - 4,200

118

**AFTER NICOLAES PIETERSZ. BERCHEM, CIRCA 1700**

Drovers with their herd in a river landscape  
oil on canvas laid down on panel  
42.5 x 57.8cm (16 3/4 x 22 3/4in).

£2,500 - 3,500  
€3,500 - 4,900

The present composition is based on Berchem's original work which was with Johnny van Haefen Ltd., London in 2005 (signed and dated, on panel, 38.6 x 50.3cm.).

119

**CIRCLE OF CLAUDE JOSEPH VERNET (AVIGNON 1714-1789 PARIS)**

Mediterranean harbour by moonlight, with figures gathered around a fire  
oil on canvas  
73.2 x 98.2cm (28 13/16 x 38 11/16in).

£5,000 - 7,000  
€7,000 - 9,700

**Provenance**

The Collection of Earl of Wicklow, Shelton Abbey, Arklow  
His sale, Shelton Abbey, Arklow, 16 October- 3 November 1950, where purchased by  
Capt. G.A. Baillie (all according to a label on the reverse)

The present lot is based on Vernet's original composition, now at Uppark, Hampshire.

120

**CIRCLE OF JACOB PHILIPPE HACKERT (PRENZLAU 1737-1807 SAN PIETRO DI CAREGGI)**

An extensive Italianate landscape with figures in the foreground  
oil on panel  
23.2 x 30.3cm (9 1/8 x 11 15/16in).

£4,000 - 6,000  
€5,600 - 8,400



118



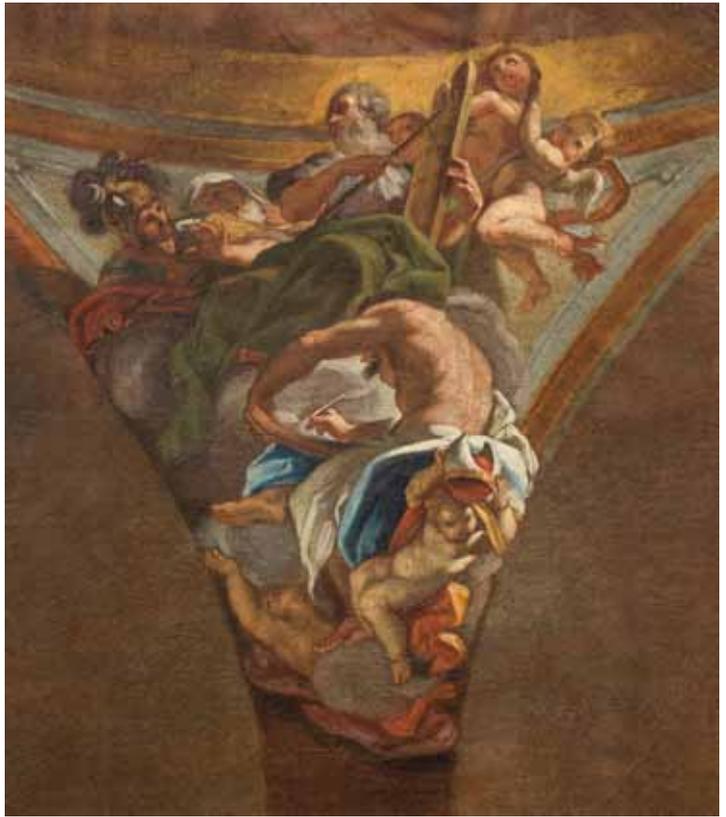
119



120



121



122



123



124



125

121

**CIRCLE OF GIROLAMO PESCI (ROME 1684-1759)**

Saint Phillip Neri and Ignatius Loyola before a vision of the Immaculate Conception

oil on canvas

98.8 x 74.2cm (38 7/8 x 29 3/16in).

£2,000 - 3,000

€2,800 - 4,200

The present lot is based on the fresco in the vault of The Sacristy Santa Maria Maddalena, Rome, painted in 1739.

122

**GIOVANNI BATTISTA GAULLI, CALLED IL BACICCIO (GENOA 1639-1709 ROME)**

A Lawmaker of Israel

oil on canvas

42.4 x 37.2cm (16 11/16 x 14 5/8in).

£7,000 - 10,000

€9,700 - 14,000

**Literature**

F. Petrucci, *Giovanni Battista Gaulli, il Baciccio 1639-1706* exh. cat., Ariccia, 1999, ill. p.141 (inverted)

F. Petrucci, *Baciccio, Giovan Battista Gaulli (1639-1709)*, Rome, 2009, p. 468, cat. no. B12c, ill.

The present painting is a small oil study in preparation for Baciccio's *Lawgivers and Leaders of Israel* in the pendentives of the church of the Gesu', Rome.



125

123<sup>W</sup>

**WORKSHOP OF GIUSEPPE ANTONIO PIANCA (VALSESIA 1703-CIRCA 1757)**

Saint Roch

oil on canvas

94.2 x 71.7cm (37 1/16 x 28 1/4in).

£4,000 - 6,000

€5,600 - 8,400

124

**FOLLOWER OF PIETRO BELLOTTI (VOLZANO 1627-1700 WARSAW)**

Portrait of an elderly gentleman with a staff

oil on canvas

94.6 x 76.2cm (37 1/4 x 30in).

£1,000 - 1,500

€1,400 - 2,100

125

**CIRCLE OF FRANCESCO MONTI (BOLOGNA 1685-1768 BERGAMO)**

The Finding of Moses; and Samson and Delilah

a pair, oil on canvas, shaped tops

46.8 x 32.7cm (18 7/16 x 12 7/8in). (2)

£2,000 - 3,000

€2,800 - 4,200



126



127



128



129



130

126

**CIRCLE OF CARLO MARATTA (CAMERANO 1625-1713 ROME)**

The Madonna and Child with Saint Francis of Assisi  
oil on canvas  
62.6 x 45.5cm (24 5/8 x 17 15/16in).

£1,500 - 2,000  
€2,100 - 2,800

**Provenance**

Sale, Christie's, London, 9 February 1977, lot 154 (as Carlo Maratta, according to the Fondazione Zeri)

127

**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).

£2,500 - 3,500  
€3,500 - 4,900

128 <sup>W</sup>

**AFTER GUIDO RENI, 18TH CENTURY**

Salome with the head of Saint John the Baptist  
oil on canvas  
126.4 x 95.4cm (49 3/4 x 37 9/16in).

£2,500 - 3,500  
€3,500 - 4,900



131

129

**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).

£2,500 - 3,500  
€3,500 - 4,900

130

**ITALIAN SCHOOL, 17TH CENTURY**

Roses, tulips, and other flowers in a glass vase on a stone ledge  
oil on canvas  
63.5 x 49.2cm (25 x 19 3/8in).

£4,000 - 6,000  
€5,600 - 8,400

131

**ATTRIBUTED TO MICHEL NICOLAS MICHEUX (PARIS 1688-1733)**

Hyacinths, roses, honeysuckle and other flowers in a vase on a stone ledge  
oil on canvas  
36.2 x 28.6cm (14 1/4 x 11 1/4in).

£3,000 - 5,000  
€4,200 - 7,000



132



133



134

132

**CIRCLE OF FRANCESCO TREVISANI (CAPO D'ISTRIA 1656-1746 ROME)**

The Penitent Magdalen  
oil on canvas  
85.1 x 70.5cm (33 1/2 x 27 3/4in).

£3,000 - 5,000  
€4,200 - 7,000

133

**STUDIO OF FRANCESCO TREVISANI (CAPO D'ISTRIA 1656-1746 ROME)**

The Agony in the Garden  
oil on copper, octagonal  
28.2 x 28.2cm (11 1/8 x 11 1/8in).

£2,000 - 3,000  
€2,800 - 4,200

The composition of the present painting was clearly a popular one as it has been repeated on numerous occasions (see: Christie's South Kensington, 11 July 2003, lot 249). Given the support and the scale, this work may have served as a sketch for presentation. We are grateful to Dr. Karin Wolfe who has confirmed an attribution to Trevisani upon inspection of a colour photograph.

134

**ATTRIBUTED TO MARCO BENEFIAL (ROME 1684-1764)**

The Flagellation  
oil on canvas  
30.2 x 20.6cm (11 7/8 x 8 1/8in).

£2,000 - 3,000  
€2,800 - 4,200

The present painting relates to Benefial's large altarpiece for the church of SS. Stimate di San Francesco, Rome.



135

135  
**ATTRIBUTED TO JACOPO CESTARO (BAGNOLI IRPINO 1718-1778 NAPLES)**

*Mater Dolorosa*  
oil on copper  
27.2 x 21 cm (10 11/16 x 8 1/4 in.).

£2,000 - 3,000  
€2,800 - 4,200

136  
**FOLLOWER OF JACQUES COURTOIS, CALLED IL BORGOGNONE (SAINT-HYPPOLITE 1621-1676 ROME)**

A cavalry skirmish  
oil on canvas, *tondo*  
23.3cm (9 3/16 in.) diameter

£1,500 - 2,000  
€2,100 - 2,800

137 <sup>W</sup>  
**CIRCLE OF ANTON MARIA PIOLA (GENOA 1654-1715)**

The Epirotica or Cimmerian Sibyl  
oil on canvas  
148.6 x 115.5cm (58 1/2 x 45 1/2 in.).

£2,000 - 3,000  
€2,800 - 4,200



136



137



138



139

138

**STUDIO OF GIOVANNI CRIVELLI, CALLED IL CRIVELLINO  
(?MILAN -1760 PARMA)**

A family of ducks on a pond  
oil on canvas, unlined  
63.3 x 83.6cm (24 15/16 x 32 15/16in).

£2,500 - 3,500  
€3,500 - 4,900

The present work is based on a similar composition by Crivellino of which the whereabouts is unknown.

139

**CIRCLE OF MICHELANGELO CERQUOZZI (ROME CIRCA 1602-1660)**

A woman and her daughter spinning wool; and Peasants and their animals before a landscape, both within painted *tondi*  
a pair, oil on canvas  
28.4 x 28cm (11 3/16 x 11in). (2)

£4,000 - 6,000  
€5,600 - 8,400



140

140 W

**FRANCESCO MONTI (BOLOGNA 1685-1768 BERGAMO)**

A battle between Austrians and Turks  
oil on canvas  
102.2 x 152.2cm (40 1/4 x 59 15/16in).

£3,000 - 5,000  
€4,200 - 7,000



139



141



142

141<sup>W</sup>

**CIRCLE OF HEINRICH WILHELM SCHWEICKARDT (HAMM 1746-1797 LONDON)**

Travellers halted by a river bank

oil on canvas

177 x 197cm (69 11/16 x 77 9/16in).

unframed

£7,000 - 10,000

€9,700 - 14,000

142

**CORNELIS JONSON VAN CEULEN I (LONDON CIRCA 1593-1661 UTRECHT)**

Portrait of Frances, Lady Robinson, half-length, in a black dress and hat, within a painted oval

oil on canvas

76.2 x 64.3cm (30 x 25 5/16in).

£4,000 - 6,000

€5,600 - 8,400

**Provenance**

Acquired by T.W. Bacon, Dowdeswell, December 1900, for £120

T.W. Bacon Collection, no. 434, by whose executors sold

Sale, Sotheby's, London, 4 July 2001, lot 13

Private Collection, UK

Frances Robinson was the daughter of Sir Thomas Metcalfe, of Nappa Hall, Wensleydale, and wife of Sir William Robinson, Sheriff of Yorkshire in 1639.



143

143

**JAN EKELS THE ELDER (AMSTERDAM 1724-1781)**

The Lutherse Kerk, Amsterdam, with the Singel in the foreground  
signed 'JEkels fecit' (lower centre)

oil on canvas

48 x 59.8cm (18 7/8 x 23 9/16in).

inscribed with inventory no. '1002' (lower right)

£4,000 - 6,000

€5,600 - 8,400

144

**JOHN DOWNMAN (DEVON 1750-1824 WREXHAM)**

Portrait of Thomas Thackery of Bath, half-length, in a red coat, before  
a landscape

signed and dated 'J.Downman/ Pinx. 1779' (centre right)

oil on copper, oval

22.8 x 19.7cm (9 x 7 3/4in).

together with a book on Downman

£4,000 - 6,000

€5,600 - 8,400

**Provenance**

Sale, Sotheby's, Billingshurst, 7 August 2001, lot 1554, where  
purchased by the present owner

A portrait of Master Thackery, son of the Apothecary, at Cambridge,  
dated 1779, can be found in Downman's sketch books from Butleigh  
Court. (see: G.C. Williamson, *John Downman, A.R.A., His Life and  
Works*, London, 1907, p. liii), Second Series, Volume the fifth.



144



145

145

**ROELANDT SAVERY (COURTRAI 1576-1639 UTRECHT)**

Horses, cattle, sheep and goats beneath trees in the foreground, a view of Utrecht in the distance  
signed and dated 'ROELANDT.SAVERY/ .FEC. 1634' (on stone, lower left)

oil on panel

55.7 x 85.5cm (21 15/16 x 33 11/16in).

**£10,000 - 15,000**

**€14,000 - 21,000**

**Provenance**

Sale, Sotheby's, London, 16 March 1966, lot 49, where purchased by the present owner



146

146

**JACOB VAN LOO (SLUIS CIRCA 1614-1670 PARIS)**

Portrait of a young lady, half-length, in a blue dress, seated  
signed and dated 'J: van Loo./An: 1657' (lower left)  
oil on canvas  
76.5 x 63.4cm (30 1/8 x 24 15/16in).

**£12,000 - 15,000**

**€17,000 - 21,000**

**Provenance**

E.P. Cremer, Middelburg  
Sale, J.C. Gaal, Middelburg, 17 May 1847, lot 55 (10 guilders, to Smart)  
Edward Smart, London  
Sale, Foster and Son, London, 17 April 1850, lot 434  
William Henry Grenfell, first Baron of Desborough, London  
J.W. Benson, Keeverstone Court, Bournemouth  
Sale, Christie's, London, 5 July 1937, lot 91 (54 gns. to Frost & Reed)  
With Frost & Reed, London, 1937  
Madame Cornelis J. Sullivan, New York  
Sale, Parke-Bernet, New York, 6-7 December 1939, lot 193  
Sale, Christie's, New York, 31 January 2013, lot 274, where purchased  
by the present owner

**Literature**

W.L. van de Watering, 'On Jacob van Loo's Portrait of a Young Woman,' *The Minneapolis Institute of Arts Bulletin*, LXIII, p. 41  
D. Mandrella, *Jacob van Loo, 1614-1670*, Paris, 2011, pp. 178-179, no. P102

In his catalogue raisonné of paintings by Van Loo, David Mandrella notes that this painting demonstrates the high level of quality that Van Loo achieved in his portraits in the second half of the 1650s (D. Mandrella, op. cit., p. 178).



147



148



149

147

**CIRCLE OF DONATO CRETÌ (CREMONA 1671-1749 BOLOGNA)**

The Finding of Moses  
oil on canvas laid down on panel  
49.6 x 67.2cm (19 1/2 x 26 7/16in).

£2,000 - 3,000  
€2,800 - 4,200

148

**VENETIAN SCHOOL, 18TH CENTURY**

The Adoration of the Magi  
oil on canvas, unlined  
89.7 x 111.5cm (35 5/16 x 43 7/8in).

£2,000 - 3,000  
€2,800 - 4,200

149

**CIRCLE OF FRANCESCO DE MURA (NAPLES 1696-1782)**

The Infant Christ Child  
oil on copper  
15.6 x 26.6cm (6 1/8 x 10 1/2in).

£2,000 - 3,000  
€2,800 - 4,200

**Provenance**

The Vivian Family, Clyne Castle, Swansea  
Sale, Clyne Castle, Swansea, 17-26  
November 1952, where purchased by the  
present owner's family



150

150<sup>W</sup>

**ROMAN SCHOOL, 17TH CENTURY**

Figures seated beside a brazier, another with a pan of chestnuts

oil on canvas

98 x 133cm (38 9/16 x 52 3/8in).

£2,000 - 3,000

€2,800 - 4,200

151

**ROMAN SCHOOL, CIRCA 1800**

Two elderly bearded men

oil on canvas

48.2 x 67.7cm (19 x 26 5/8in).

£2,000 - 3,000

€2,800 - 4,200



151

152

**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).

£2,000 - 3,000

€2,800 - 4,200



152

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



153



154

153  
**VERONESE SCHOOL, 17TH CENTURY**

Saint Jerome in the Wilderness  
oil on slate  
29.2 x 23.6cm (11 1/2 x 9 5/16in).

£2,500 - 3,500  
€3,500 - 4,900

154  
**FLORENTINE SCHOOL, 17TH CENTURY**

Portrait of a young lady, half-length, in pink and holding a cockerel  
oil on canvas, octagonal  
91.1 x 66.9cm (35 7/8 x 26 5/16in).

£5,000 - 7,000  
€7,000 - 9,700

**Provenance**  
Sale, Sotheby's, London, 20 April 1994, lot 132

155  
**BOLOGNESE SCHOOL, 17TH CENTURY**

An Allegory of Touch  
oil on canvas  
71.8 x 58.5cm (28 1/4 x 23 1/16in).  
unframed

£2,000 - 3,000  
€2,800 - 4,200

**Provenance**  
Sale, Christie's, London, 23 October 1992, lot 137 (as Onorio Marinari)

The present lot is accompanied by a copy of a letter, dated 6 August 1990, from Giuseppe Cantelli suggesting that the work is close to that of Onorio Marinari.

156  
**CIRCLE OF ONORIO MARINARI (FLORENCE 1627-1715)**

Portrait of a lady, bust-length, in a red cloak, within a painted oval  
oil on canvas  
52.1 x 40.6cm (20 1/2 x 16in).

£2,000 - 3,000  
€2,800 - 4,200



155



156

157

**OTTAVIO MARIA LEONI (ROME 1587-1630)**

Portrait of Paolo Giordano Orsini, bust-length, in black costume  
oil on canvas  
63.4 x 50.4cm (24 15/16 x 19 13/16in).

£2,000 - 3,000

€2,800 - 4,200

**Literature**

F. Petrucci, *L'iconografia del principe romano e ritratti del duca di Bracciano tra disegno e pittura* in C. Benocci *Paolo Giordano II Orsini nei ritratti di Bernini, Boselli, Leoni e Kornmann*, Rome, 2006, pp. 35-53

F. Petrucci, *Pittura di Ritratto a Roma. Il '600*, Rome, 2012, vol. II, p. 332, ill. vol. III, p. 628

158

**GIOVANNI BATTISTA PASSERI (ROME 1610-1679)**

Portrait of a young girl, possibly from the Molara family, bust-length in a blue dress and holding a carnation, within a painted oval  
oil on canvas

65.2 x 50.2cm (25 11/16 x 19 3/4in).

bears inscription '-Spada-' (on the reverse, presumably transcribed from an earlier canvas)

£4,000 - 6,000

€5,600 - 8,400

**Provenance**

Possibly the Spada Veralli Collection, Rome, until the end of the 18th Century (according to a previous early inscription on the reverse)

**Literature**

M. Natoli, *Donne di Roma dall'Impero Romano al 1860. Ritrattistica romana al femminile*, Rome, 2003, exh. cat., under no. 39

F. Petrucci, *Pittura di Ritratto a Roma. Il '600*, Rome, 2012, vol. II, p. 369. no. 1, vol. III, ill. p. 704, fig. 568

It may be that the present portrait was painted to commemorate an engagement as the young girl holds carnations, a symbol of innocent love. The identification of the sitter as a member of the Molara family is suggested by the distinctive scorpion brooch, the emblem of the family.



157



158



159



160



161



162

159

**CIRCLE OF JOOS VAN CRAESBEECK (NEERLINTER CIRCA 1605-CIRCA 1661 BRUSSELS)**

Peasant with a skull and pipe  
oil on panel  
23.9 x 18.7cm (9 7/16 x 7 3/8in).

£1,000 - 1,500  
€1,400 - 2,100

There are two other versions by Craesbeeck; one in Alte Pinakothek, Munich and the second whereabouts unknown.

160

**FOLLOWER OF JOOS VAN CRAESBEECK (NEERLINTER CIRCA 1605-CIRCA 1661 BRUSSELS)**

Townfolk eating and drinking outside a tavern  
bears monogram 'CB' (lower left)  
oil on panel  
79.5 x 60.3cm (31 5/16 x 23 3/4in).

£2,500 - 3,500  
€3,500 - 4,900

**Provenance**  
Sale, Sotheby's, London, 2 November 2000, lot 414



163

161  
**HIERONYMOUS VAN DER MY (LEIDEN 1687-1761)**

A maid and a boy weighing hazelnuts  
 inscribed and dated 'Fec 1756.' (on barrel, lower right)  
 oil on panel  
 33.5 x 26.2cm (13 3/16 x 10 5/16in).

£3,000 - 5,000  
 €4,200 - 7,000

162  
**FOLLOWER OF GODFRIED SCHALCKEN (DORDRECHT 1643-1706 THE HAGUE)**

An old woman warming herself at a brazier and a man smoking in an interior  
 oil on canvas  
 48.6 x 39.7cm (19 1/8 x 15 5/8in).

£2,000 - 3,000  
 €2,800 - 4,200

163  
**DUTCH SCHOOL, 17TH CENTURY**

Portrait of a physician, standing three-quarter-length, in black costume  
 oil on panel, oval  
 44.2 x 31.5cm (17 3/8 x 12 3/8in).

£1,000 - 1,500  
 €1,400 - 2,100



164

164  
**DUTCH SCHOOL, 17TH CENTURY**

The Flautist  
 oil on panel, oval  
 37.3 x 29.6cm (14 11/16 x 11 5/8in).

£5,000 - 7,000  
 €7,000 - 9,700

**Provenance**  
 Possibly sale, Surgeons Widows Fund et al., Amsterdam, 4-5 August 1828, lot 47 (as by or in the manner of G. Dou for f1349 to Lamme) Lamme  
 Sale, Sotheby's, London, 26 October 1988, lot 89, where purchased by the present owner

**Literature**  
 Possibly C. Hofstede de Groot, *A Catalogue raisonne*, vol. I, 1907, p. 371, no. 83  
 W. Sumowski, *Gemälde der Rembrandt-Schüler*, vol. VI, Landau/Pfalz 1983, cat. no 2033, ill. p.3686

The present composition is after Gerrit Dou's original work, which was in the collection of Col. D.L. Proby in 1938. The lot is accompanied by a copy of a letter from Willem L. van de Watering, dated 14 April 1989, agreeing that the picture is most likely a contemporary replica.



165



166

165

**CIRCLE OF JOSEPH ROOS (VIENNA 1726-1805)**

Drovers with their flocks before an extensive river landscape  
oil on canvas

62.6 x 114cm (24 5/8 x 44 7/8in).

£3,000 - 5,000

€4,200 - 7,000

166

**DUTCH SCHOOL, CIRCA 1640**

Portrait of a child, three-quarter-length, in a green smock, holding a  
basket of pears, within a painted oval  
oil on panel

73.5 x 54.6cm (28 15/16 x 21 1/2in).

£2,500 - 3,500

€3,500 - 4,900

**Provenance**

With Walker Galleries Ltd., Harrogate, 1992, where purchased by the  
present owner



167

167

**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).

£2,000 - 3,000  
€2,800 - 4,200

**Provenance**

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

**Literature**

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.).

168 \*

**DIRCK BLEKER (HAARLEM 1622-1672)**

The Madonna and Child  
signed and dated 'D. Bleker. f./1646' (lower left)  
oil on canvas  
92.9 x 74.3cm (36 9/16 x 29 1/4in).

£2,000 - 3,000  
€2,800 - 4,200

**Provenance**

Sale, Van Ham, Cologne, 19 November 2010, lot 479, where  
purchased by the present owner



168



169



170

169

**CIRCLE OF CARLO MARATTA (CAMERANO 1625-1713 ROME)**

Diana and Actaeon  
oil on panel  
39.6 x 87cm (15 9/16 x 34 1/4in).

£4,000 - 6,000  
€5,600 - 8,400

**Provenance**

Sale, Christie's, Rome, 15 June 2005, lot 471, where purchased by the present owner

170

**FRANCIS COTES, R.A. (LONDON 1726-1770)**

Portrait of Lady Fortescue, seated, half-length, in a white silk dress  
before a red curtain  
oil on canvas  
91.6 x 71cm (36 1/16 x 27 15/16in).

£7,000 - 10,000  
€9,700 - 14,000

**Provenance**

Sale, Christie's, London, 23 November 1984, lot 78



171

171  
**JEAN FRANÇOIS HUE (SAINT-ARNOULD-EN-YVELINES 1751-1823 PARIS)**

Figures on a country path  
signed and dated 'F.hü\*/\*\*7\*' (lower left)  
oil on canvas  
75.7 x 102.7cm (29 13/16 x 40 7/16in).

£5,000 - 7,000  
€7,000 - 9,700

172  
**STUDIO OF SIR ANTHONY VAN DYCK (ANTWERP 1599-1641 BLACKFRIARS)**

Portrait of James Stuart, 4th Duke of Lennox and 1st Duke of Richmond  
oil on canvas, *tondo*  
59.8cm (23 9/16in). *diameter*

£3,000 - 5,000  
€4,200 - 7,000

The present composition is based on van Dyck's original half-length portrait in The Iveagh Bequest, Kenwood House.



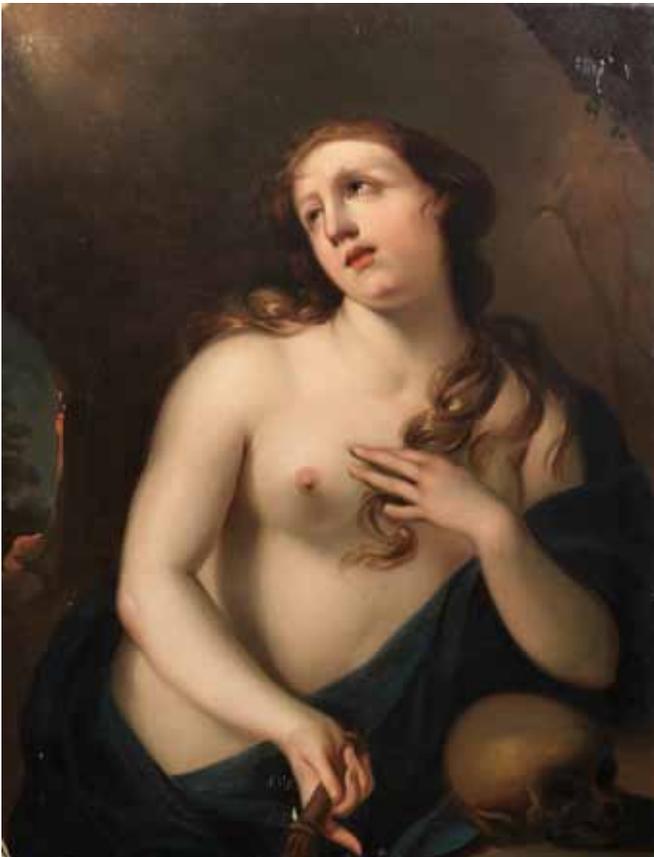
172



173



174



175



176



177

173<sup>W</sup>

**DUTCH SCHOOL, LATE 17TH CENTURY**

A nymph removing a thorn from her foot in a wooded landscape  
oil on canvas  
168 x 117cm (66 1/8 x 46 1/16in).  
unframed

£1,500 - 2,500  
€2,100 - 3,500

174

**GERMAN SCHOOL, 18TH CENTURY**

Ceres and Flora adorning a statue of Bacchus  
oil on canvas  
58.2 x 50.2cm (22 15/16 x 19 3/4in).

£2,000 - 3,000  
€2,800 - 4,200

175

**ANGLO-FLEMISH SCHOOL, EARLY 18TH CENTURY**

The Penitent Magdalen  
oil on canvas  
92.4 x 70cm (36 3/8 x 27 9/16in).  
unframed

£2,000 - 3,000  
€2,800 - 4,200



178

176

**FLEMISH SCHOOL, 17TH CENTURY**

The Death of Cleopatra  
oil on canvas  
90.2 x 69.3cm (35 1/2 x 27 5/16in).

£2,000 - 3,000  
€2,800 - 4,200

177

**HENDRICK BERCKMAN (KLUNDERT 1629-1679 MIDDLEBERG)**

Portrait of a lady, three-quarter-length, in a brown dress with a black shawl, standing before a red curtain  
signed and dated 'HBerckman/F.1677' (lower right)  
oil on panel  
49.1 x 38.2cm (19 5/16 x 15 1/16in).  
unframed

£2,000 - 3,000  
€2,800 - 4,200

178

**CIRCLE OF JACOB HUYSMANS (ANTWERP 1633-1696 LONDON)**

Portrait of a lady, bust-length, in a gold dress  
oil on canvas  
47 x 37.7cm (18 1/2 x 14 13/16in).

£1,000 - 1,500  
€1,400 - 2,100



179



180



181

179

**VENETIAN SCHOOL, CIRCA 1660**

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

a pair, oil on canvas laid down on board  
67.8 x 88.5cm (26 11/16 x 34 13/16in). (2)

£3,000 - 5,000

€4,200 - 7,000

180

**ITALIAN SCHOOL, CIRCA 1800**

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

a pair, oil on canvas  
48 x 62.5cm (18 7/8 x 24 5/8in). (2)

£2,500 - 3,500

€3,500 - 4,900



179

181

**CIRCLE OF AGOSTINO BUONAMICO,  
CALLED AGOSTINO TASSI (PERUGIA  
CIRCA 1579-1644 ROME)**

Peasants on a shore before a marine landscape, with a barge approaching a coastal village in the distance and Peasants cutting and collecting wood before a ruined village, with figures in the distance a pair, tempera, reverse painting on glass 11.5 x 18cm (4 1/2 x 7 1/16in). (2)

£1,000 - 1,500  
€1,400 - 2,100

**Provenance**

Sale, Bonhams, Knightsbridge, 2 May 2012, lot 133, where purchased by the present owner



180



181



182

182

**CIRCLE OF GIUSEPPE ZAIS (FORNO DI CANALE 1709-1784 TREVISO)**

Figures in a landscape, a river beyond  
oil on canvas  
68.2 x 109.4cm (26 7/8 x 43 1/16in).

£4,000 - 6,000  
€5,600 - 8,400

183<sup>W</sup>

**CIRCLE OF PIETRO PALTRONIERI, CALLED IL MIRANDOLESE (MIRANDOLA 1673-1741 BOLOGNA)**

Figures in an architectural *capriccio* before a coastal landscape  
oil on canvas  
97.3 x 140.9cm (38 5/16 x 55 1/16in).

£2,500 - 3,000  
€3,500 - 4,200

184

**FOLLOWER OF CARLO BONAIVIA (ACTIVE NAPLES, 1751-1788)**

An Italianate landscape with figures resting before a waterfall  
oil on canvas  
48 x 74.5cm (18 7/8 x 29 5/16in).

£3,000 - 5,000  
€4,200 - 7,000



183



184

185

**GENNARO GRECO, CALLED IL MASCACOTTA (NAPLES 1663-1714 NOLA)**

Figures in an architectural *capriccio*  
oil on copper  
17.3 x 22.4cm (6 13/16 x 8 13/16in).

£1,500 - 2,500  
€2,100 - 3,500

**Provenance**

William Rathbone  
K. Lowndes, 1919, given to  
M.E. Lowndes (all according to label on the reverse)

186<sup>W</sup>

**CIRCLE OF MARCO RICCI (BELLUNO 1676-1729 VENICE)**

Soldiers and other figures amongst  
architectural ruins  
oil on canvas  
110.5 x 144.4cm (43 1/2 x 56 7/8in).

£3,000 - 4,000  
€4,200 - 5,600

The architecture in the present painting broadly follows that in a work attributed to Viviano Codazzi now at the Maidstone Museum and Bentlif Art Gallery, Maidstone.

187

**ORAZIO GREVENBROECK (PARIS 1670-1730)**

A winter landscape with huntsmen and their dog in the foreground  
signed 'Oratio Grevenbroeck Jn er fe' (lower left)  
oil on canvas  
28.2 x 52.5cm (11 1/8 x 20 11/16in).

£3,000 - 5,000  
€4,200 - 7,000



185



186



187



188



189



190



191



192

188

**CIRCLE OF JACQUES DE STELLA (LYONS 1596-1657 PARIS)**

The Madonna and Child  
oil on canvas, *tondo*  
74.4 cm (29 5/16 in). diameter

£4,000 - 6,000

€5,600 - 8,400

189

**FRENCH SCHOOL, 17TH CENTURY**

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

£2,000 - 3,000

€2,800 - 4,200

**Provenance**

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

190

**CIRCLE OF FRANCESCO ALLEGRINI (GUBBIO 1587-1663 ROME)**

The Madonna and Child  
oil on canvas  
29.3 x 24.1cm (11 9/16 x 9 1/2in).  
unframed

£3,000 - 5,000

€4,200 - 7,000



193

191

**CIRCLE OF DOMENICO PEDRINI (BOLOGNA 1728-1800)**

The Madonna and Child with Saints Joseph, Francis and Anne  
oil on canvas  
98.7 x 75.8cm (38 7/8 x 29 13/16in).

£6,000 - 8,000

€8,400 - 11,000

192

**CIRCLE OF GIACINTO DIANO OR DIANA (POZZUOLI 1730-1803 NAPLES)**

The Virgin with Saint Anne and the Archangel Michael  
oil on canvas  
62.5 x 49.2cm (24 5/8 x 19 3/8in).

£2,000 - 3,000

€2,800 - 4,200

193

**ATTRIBUTED TO DOMENICO ANTONIO VACCARO (NAPLES 1678-1745)**

The Madonna and Child  
oil on copper  
42.3 x 34.6cm (16 5/8 x 13 5/8in).

£6,000 - 8,000

€8,400 - 11,000

**Provenance**

Sale, Dorotheum, Vienna, 9 April 2014, lot 520 (as Francesco Solimena)

At the time of the Dorotheum sale, Prof. Nicola Spinosa suggested an attribution to Francesco Solimena and dated the present work to the 1680s.



194



195

194

**MANNER OF JAN VAN KESSEL THE ELDER, 18TH CENTURY**

Butterflies, insects and gooseberries

oil on panel

13.6 x 19.4cm (5 3/8 x 7 5/8in).

£8,000 - 12,000

€11,000 - 17,000

195

**AFTER ANNIBALE CARRACCI, CIRCA 1800**

A man with a monkey

oil on canvas

66 x 59.2cm (26 x 23 5/16in).

£2,000 - 3,000

€2,800 - 4,200

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



196

196

**CIRCLE OF ALEXANDRE FRANÇOIS DESPORTES  
(CHAMPIGNEULLE 1661-1743 PARIS)**

A squirrel  
oil on paper laid down on canvas  
25.5 x 33.4cm (10 1/16 x 13 1/8in).

£3,000 - 5,000  
€4,200 - 7,000

197

**JEAN-ANTOINE CONSTANTIN, CALLED CONSTANTIN D'AIX  
(MARSEILLES 1756-1844 AIX EN PROVENCE)**

Study of a Pollarded tree stump standing in water  
oil on paper, laid down on card  
22.8 x 17.8cm (9 x 7in).

£3,000 - 5,000  
€4,200 - 7,000

**Provenance**

Gifted to Charles and Rosemary Proctor, 1970  
Private Collection, UK  
Sale, Bonhams, Knightsbridge, 30 October 1997, lot 297



197



198



199



200

198

**FOLLOWER OF JEAN-BAPTISTE VAN LOO (AIX-EN-PROVENCE 1684-1745)**

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

oil on canvas

98.3 x 72.5cm (38 11/16 x 28 9/16in).

£1,000 - 1,500

€1,400 - 2,100

199

**AFTER SIR ANTHONY VAN DYCK, 17TH CENTURY**

Portrait of Lady Anne Carey, Countess of Clanbrassil, bust-length, in a blue dress

oil on panel

37.8 x 25.1cm (14 7/8 x 9 7/8in).

£2,000 - 3,000

€2,800 - 4,200

This composition is a detail after Van Dyck's original full-length portrait, now in The Frick Collection, New York.

200

**WORKSHOP OF ARNOLD VON BRONCKHORST (ACTIVE LONDON, CIRCA 1565-CIRCA 1583)**

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

inscribed and dated 'AETATIS.SUE.33/.1573.' (upper right)

oil on panel

44.6 x 34.2cm (17 9/16 x 13 7/16in).

£1,000 - 1,500

€1,400 - 2,100



201

201

**CIRCLE OF JONATHAN RICHARDSON (LONDON 1665-1745)**

A double portrait of an artist and a gentleman writing a letter  
oil on copper

16.5 x 22.1cm (6 1/2 x 8 11/16in).

£800 - 1,200

€1,100 - 1,700

202

**CIRCLE OF JEAN MARCHAND (ACTIVE PARIS, SECOND HALF OF 18TH CENTURY)**

Still life of peaches and a quince  
oil on canvas

36.8 x 47cm (14 1/2 x 18 1/2in).

unframed

£2,000 - 3,000

€2,800 - 4,200



202



203

203

**JAN JOSEF HOREMANS THE YOUNGER (ANTWERP 1714-1790)**

Figures with baskets of vegetables before a barn  
oil on canvas  
66.2 x 84cm (26 1/16 x 33 1/16in).

£3,000 - 5,000  
€4,200 - 7,000

The same kneeling figure of a woman, with vegetables, is shown in another composition by Horemans, offered at Hampel, Munich, 23 March 2010, lot 212.

204

**ATTRIBUTED TO JOHANNES VAN HAENSBERGEN (UTRECHT 1642-1705 THE HAGUE)**

Portrait of Catharina Margaretha Beck, three-quarter-length, in a blue embroidered robe and red cloak, before a fountain  
oil on canvas, oval  
56.2 x 47.2cm (22 1/8 x 18 9/16in).

£4,000 - 6,000  
€5,600 - 8,400

**Provenance**

Sale, Christie's, London, 23 October 1992, lot 166 (as by Haensbergen), where purchased by the present owner

There is a signed and dated portrait of the same sitter by Haensbergen in a private collection in The Netherlands.



204



205

205<sup>W</sup>

**CIRCLE OF MELCHIOR DE HONDECOETER (UTRECHT 1636-1695 AMSTERDAM)**

A peacock, cockerels, ducks and ducklings in a landscape  
oil on canvas  
110 x 135cm (43 5/16 x 53 1/8in).

£4,000 - 6,000  
€5,600 - 8,400

206

**AFTER GODFRIED SCHALCKEN, 17TH CENTURY**

Portrait of a lady, half-length, playing the lute  
oil on canvas  
77.4 x 68.6cm (30 1/2 x 27in).

£3,000 - 5,000  
€4,200 - 7,000

The present lot is after Schalcken's original work sold at Sotheby's, London, 12 December 1996, lot 65.



206



207



207



208

207

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

An extensive river landscape with travellers resting before a cottage; and A figure on horseback with others resting before a river landscape

a pair, oil on canvas

43.6 x 54.4cm (17 3/16 x 21 7/16in). (2)

unframed

£2,000 - 3,000

€2,800 - 4,200

208

**JOHANN ALEXANDER THIELE (ERFURT 1685-1752 DRESDEN)**

Figures on horseback and others loading barges before a river

oil on canvas

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

£1,500 - 2,000

€2,100 - 2,800



209

209

**STUDIO OF GEORG PHILIPP RUGENDAS  
(AUGUSTA 1666-1742)**

Figures constructing a canon; and Figures  
preparing for battle  
a pair, oil on panel  
14.6 x 21.9cm (5 3/4 x 8 5/8in). (2)

£1,000 - 1,500  
€1,400 - 2,100

A drawing by Rugendas of *Figures preparing  
for battle* was offered at Dorotheum, Vienna,  
22 March 2001, lot 42.

210

**CIRCLE OF JOHANN CHRISTIAN  
VOLLERDT (LEIPZIG 1708-1769  
DRESDEN)**

Drovers with their flocks before an extensive  
river landscape  
oil on canvas  
41.7 x 59cm (16 7/16 x 23 1/4in).

£3,000 - 5,000  
€4,200 - 7,000



209



210



211



212



213

211

**GERMAN SCHOOL, 18TH CENTURY**

Portrait of a gentleman, full-length, in a red coat, holding a grey horse; and Portrait of a gentleman, full-length, in a blue and gold coat, holding a spotted horse

a pair, oil on board  
17 x 23cm (6 11/16 x 9in). (2)

£1,500 - 2,500

€2,100 - 3,500

The present paintings are after etchings by Johann Elias Ridinger, produced in 1734.

212

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

Travellers on horseback with cattle and sheep signed and dated 'P.V.B./1777' (on wagon, centre left)

oil on paper, laid down on canvas  
31.7 x 47.2cm (12 1/2 x 18 9/16in).

£2,000 - 3,000

€2,800 - 4,200

**Provenance**

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



211

213

**DUTCH SCHOOL, 18TH CENTURY**

Cattle, sheep and a dog drinking at a stream;  
and Cattle and sheep resting in a woodland  
landscape

the latter indistinctly signed ‘\*\*E’ (lower right)  
a pair, oil on copper

25.6 x 36cm (10 1/16 x 14 3/16in). (2)

£1,200 - 1,500

€1,700 - 2,100

214<sup>W</sup>

**MANNER OF ANTHONIE  
BEERSTRAATEN, 19TH CENTURY**

The Wijnhuistoren, Zutphen  
oil on canvas, extended on both vertical  
edges

89.3 x 146.6cm (35 3/16 x 57 11/16in).

£2,000 - 3,000

€2,800 - 4,200

The present work is derived from  
Beerstraaten’s drawing of the same subject in  
the Stedelijke Museum, Zutphen.



214



213



215

215

**THOMAS BARKER OF BATH  
(PONTYPOOL 1769-1847 BATH)**

An extensive landscape with figures resting  
with cattle  
oil on canvas  
*69.1 x 96.6cm (27 3/16 x 38 1/16in).*

**£2,000 - 3,000  
€2,800 - 4,200**

**Provenance**

Sale, Bonhams, Chelsea, 4 July 1996, lot 59  
(as the Property of a Limited Company)

216

**GEORGE MORLAND (LONDON 1763-  
1804)**

Shepherds resting under a tree  
signed with initials 'G.M.' (lower right)  
oil on panel  
*12.7 x 17.5cm (5 x 6 7/8in).*

**£800 - 1,200  
€1,100 - 1,700**

217

**AFTER RICHARD WILSON, 18TH  
CENTURY**

A Summer Evening on the Arno  
oil on canvas  
*43.2 x 53.5cm (17 x 21 1/16in).*

**£1,000 - 1,500  
€1,400 - 2,100**

**Provenance**

Possibly sale, Lowther Castle, 1947

The present work is after Wilson's original,  
now in a private UK collection.



216



217

218

**LIONEL BICKNELL CONSTABLE  
(LONDON 1828-1887)**

A view at Hampstead  
oil on board  
17.4 x 25.1cm (6 7/8 x 9 7/8in).

£2,000 - 3,000  
€2,800 - 4,200

**Provenance**

With Newhouse Galleries, New York (as John Constable)

219 \* W

**CIRCLE OF RICHARD WILSON  
(PENEGOES 1713-1782 MOLD)**

Cicero and his friend Atticus and brother  
Quintus at his Villa at Arpinum  
oil on canvas  
96.4 x 126.4cm (37 15/16 x 49 3/4in).

£2,000 - 3,000  
€2,800 - 4,200

The present lot is a copy after Wilson's  
original, known in many versions, but closest  
to that at The Ashmolean Museum, Oxford.

220

**MANNER OF FRANCESCO ZUCCARELLI,  
CIRCA 1800**

Figures resting in a river landscape, a town  
beyond  
oil on canvas, unlined  
63.5 x 76.2cm (25 x 30in).

£1,500 - 2,000  
€2,100 - 2,800



218



219



220



221



222

221

**CIRCLE OF FRANCESCO ZANIN (ACTIVE VENICE, 19TH CENTURY)**

The Scuola Grande di San Marco and the Campo Santi Giovanni e Paolo, Venice  
oil on canvas  
43.8 x 63.8cm (17 1/4 x 25 1/8in).

£3,000 - 5,000

€4,200 - 7,000

The present painting follows the very popular composition by Bernardo Bellotto of the Scuola Grande di San Marco with the Rio dei Mendicanti in the foreground, now in the Accademia, Venice. The same view was repeated several times by Francesco Zanin.

222<sup>W</sup>

**SPANISH SCHOOL, 18TH CENTURY**

The Immaculate Conception  
oil on canvas  
166 x 115cm (65 3/8 x 45 1/4in).  
unframed

£2,000 - 3,000

€2,800 - 4,200



223

223<sup>W</sup>  
**CIRCLE OF ANDREA CASALI (CIVITAVECCHIA 1720-1784  
ROME)**

The Rape of Persephone  
oil on canvas  
72.6 x 140.6cm (28 9/16 x 55 3/8in).

£6,000 - 8,000  
€8,400 - 11,000

224  
**ATTRIBUTED TO JOHANN CONRAD SEEKATZ (GRÜNSTADT  
1719-1768 DARMSTADT)**

Salome with the head of Saint John the Baptist  
oil on panel  
18.6 x 13.1cm (7 5/16 x 5 3/16in).

£3,000 - 5,000  
€4,200 - 7,000



224



225

225

**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).

£1,500 - 2,000  
€2,100 - 2,800

226

**GERMAN SCHOOL, 18TH CENTURY**

A young couple with a bird's nest; and Blind Man's Buff  
a pair, oil on canvas  
45 x 56.1cm (17 11/16 x 22 1/16in). (2)

£2,000 - 3,000  
€2,800 - 4,200

The former is based on the central figure group in Lancret's original work, *Le Printemps*, in The Hermitage, St. Petersburg.

227

**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).

£3,000 - 5,000  
€4,200 - 7,000

**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.



226



227

228

**FOLLOWER OF FRANÇOIS BOUCHER (PARIS 1703-1770)**

Jupiter and Antiope

oil on canvas

47.5 x 55.8cm (18 11/16 x 21 15/16in).

£1,000 - 2,000

€1,400 - 2,800

229 \*

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

A Turkish Court

oil on canvas

41.8 x 46.9cm (16 7/16 x 18 7/16in).

£2,000 - 3,000

€2,800 - 4,200

**Provenance**

Senator Charles H and Loraine Percy and by descent through the family



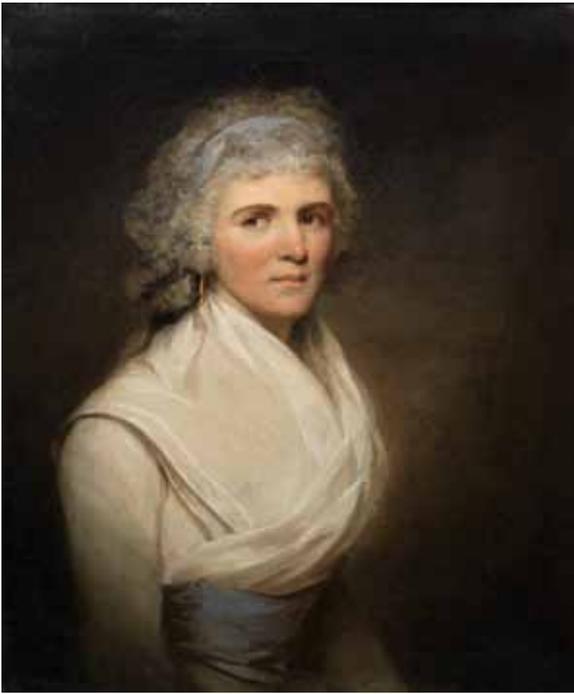
228



226



229



230



231



232

230

**STUDIO OF JOHN HOPPNER, R.A. (LONDON 1758-1810)**

Portrait of a lady, said to be Mary Robinson née Jackson (1755-1838), bust-length, in a white dress, within a painted oval

oil on canvas

75.3 x 63.3cm (29 5/8 x 24 15/16in).

£2,000 - 3,000

€2,800 - 4,200

231

**GEORGE CHINNERY RHA (TIPPERARY 1774-1852 MACAU)**

Portrait of a gentleman, seated, half-length, in a black coat

oil on canvas

76.3 x 63.4cm (30 1/16 x 24 15/16in).

£3,000 - 5,000

€4,200 - 7,000

**Provenance**

Norton Park, Bredon's Norton, Worcestershire (by repute)

232

**ATTRIBUTED TO GEORGE HENRY HARLOW (LONDON 1787-1819)**

Portrait of a member of the Wellesley family, half-length

oil on panel

53.6 x 46.1cm (21 1/8 x 18 1/8in).

£2,000 - 3,000

€2,800 - 4,200

**Provenance**

By descent from the Wellesley family

233

**CIRCLE OF JOHN HOPPNER R.A. (LONDON 1758-1810)**

Portrait of a gentleman, bust-length, in a brown coat, seated

oil on canvas

75.7 x 62.9cm (29 13/16 x 24 3/4in).

£4,000 - 6,000

€5,600 - 8,400



234

234

**SIR NATHANIEL DANCE HOLLAND, BT. (LONDON 1734-1811 WINCHESTER)**

Portrait of Mrs James Milnes, bust-length, in a crimson, fur-trimmed dress and a black shawl  
oil on canvas  
77.4 x 63.3cm (30 1/2 x 24 15/16in).

£4,000 - 6,000  
€5,600 - 8,400

**Provenance**

The Milnes Gaskell family of Thornes House, Wakefield and thence by descent.

**Exhibited**

Heaton Hall, Manchester City Art Galleries (on loan)

**Literature**

Lady V. Manners, 'Last words on Nathaniel Dance R.A.', *The Connoisseur*, November 1923, no.I, ill

235

**SIR NATHANIEL DANCE HOLLAND, BT. (LONDON 1734-1811 WINCHESTER)**

Portrait of James Milnes (1755-1805), bust-length, in a brown coat and a tasselled waistcoat  
oil on canvas  
76.7 x 63.7cm (30 3/16 x 25 1/16in).

£4,000 - 6,000  
€5,600 - 8,400

**Provenance**

The Milnes Gaskell family of Thornes House, Wakefield and thence by descent.

**Exhibited**

Heaton Hall, Manchester City Art Galleries (on loan)

**Literature**

Lady V. Manners, 'Last words on Nathaniel Dance R.A.', *The Connoisseur*, November 1923, no.II, ill



235



233



236



237



238



239



240

236

**M. KLOCKE (BORN ACTIVE MUNICH 19TH CENTURY), AFTER JAN DAVIDSZ. DE HEEM**

Flowers in a glass vase on a ledge, with a crucifix, a watch, a shell and other items on a marble ledge signed and inscribed 'J. De Heem f/ cop. v. M. Klocke/ München' (lower centre) and 'Maer naer d'Allerschoonste Blom, daer en siet men niet naer om, J.De Heem' (on letter, lower left) oil on canvas 102.6 x 84.6cm (40 3/8 x 33 5/16in).

£2,000 - 3,000  
€2,800 - 4,200

The present composition is after the original by Jan Davidsz. de Heem and Nicolaes van Verendael in the Alte Pinakothek, Munich.

237

**ABRAHAM TEIXEIRA (ACTIVE PORTUGAL CIRCA 1777-1779)**

Roses, poppies, holly, carnations and other flowers in a bronze urn with a bird's nest, a caterpillar and peaches signed and dated 'A.Teixeira./1779' (on stem of vase, lower centre) oil on panel 54.4 x 43.6cm (21 7/16 x 17 3/16in).

£4,000 - 6,000  
€5,600 - 8,400

**Provenance**

Sale, Bonhams, London, 23 April 2008, lot 213, where purchased by the present owner

238

**ATTRIBUTED TO FRIEDRICH WILHELM DUCREE (FRANKFURT 1719-1760)**

Portrait of an Indian man, bust-length, wearing a feathered turban and yellow coat oil on panel 22.5 x 18cm (8 7/8 x 7 1/16in).

£1,000 - 1,500  
€1,400 - 2,100



241

239

**ATTRIBUTED TO JOHANN-BAPTISTE DEYRER (INGOLSTADT 1738-1789 FREISING)**

A vision of the Immaculate Conception before a bishop saint, a boy holding a map of the River Isar, Bavaria bears indistinct inscription 'Deyrer Fecit Frisingae/ Pro E\*\*\* Cathedralis' (on reverse) oil on copper 35.1 x 19.8cm (13 13/16 x 7 13/16in).

£2,000 - 3,000  
€2,800 - 4,200

240

**ANTON WEISS (FALKENAU 1801-1851 BÖHMISCH LEIPA)**

Still life of grapes, prunes, a melon and strawberries signed 'A.Weisf.' (on ledge, lower right) oil on panel 53.3 x 43.5cm (21 x 17 1/8in).

£5,000 - 7,000  
€7,000 - 9,700

241

**JAN VAN DER WAARDEN (HAARLEM 1811-1872)**

A terracotta urn with grapes, peaches, plums and other fruit on a stone ledge with roses, forget-me-nots, poppies and other flowers signed and dated 'JVanderWaarden/ 1866' (lower right) oil on canvas 74.2 x 60.5cm (29 3/16 x 23 13/16in).

£6,000 - 8,000  
€8,400 - 11,000

**Provenance**

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



242



243



244

242 \*

**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).

£2,000 - 3,000

€2,800 - 4,200

243

**AFTER JEAN BAPTISTE GREUZE, 19TH CENTURY**

A boy with a lesson book  
oil on canvas

63.5 x 48.3cm (25 x 19in).

£1,500 - 2,500

€2,100 - 3,500

The present composition is after Greuze's original, now in The National Gallery of Scotland, Edinburgh.

244 \*

**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).

£2,000 - 3,000

€2,800 - 4,200



245

245

**ROBERT SMIRKE (WIGTON 1752-1845 LONDON)**

Sancho Panza and the Duchess  
oil on canvas  
43.8 x 60.7cm (17 1/4 x 23 7/8in).

£1,200 - 1,800  
€1,700 - 2,500

The present lot is a sketch for Smirke's finished work in the Tate, London.

246<sup>W</sup>

**JACQUES ANTOINE VALLIN (PARIS 1760-1831)**

Portrait of Madame B., née Étienne Delagrangé, with her children  
signed and dated 'Vallin Pinxit/ 1809' (lower left)  
oil on canvas  
195 x 157cm (76 3/4 x 61 13/16in).

£3,000 - 5,000  
€4,200 - 7,000

**Provenance**

By descent through the Delagrangé family  
Sale, Sotheby's, London, 14 April 2011, lot 198



246



247



248



249

247

**CIRCLE OF CLAUDE GELLÉE, CALLED  
CLAUDE LORRAIN (CHAMPAGNE 1600-  
1682 ROME)**

The Rest on the Flight into Egypt  
oil on canvas  
39.5 x 56.3cm (15 9/16 x 22 3/16in).

£2,000 - 3,000  
€2,800 - 4,200

248

**ROMAN SCHOOL, EARLY 18TH CENTURY**

An Italianate landscape with a figures before  
a town  
oil on canvas  
49.4 x 64.3cm (19 7/16 x 25 5/16in).

£3,000 - 5,000  
€4,200 - 7,000

249

**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).

£1,500 - 2,000  
€2,100 - 2,800

**Provenance**

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

**OLD MASTER DRAWINGS**





250



251



252



253

250

**ITALIAN SCHOOL, CIRCA 1600**

Head of a child, looking up to the right  
red chalk on paper, watermark CB in shield  
26.3 x 22.6cm (10 3/8 x 8 7/8in).

£2,000 - 3,000  
€2,800 - 4,200

251

**MANNER OF ANTONIO ALLEGRI,  
CALLED IL CORREGGIO, 17TH CENTURY**

Saint Cecilia  
bears inscription '317' (on the mount)  
pen and brown ink on paper with pen and  
brown ink framing lines  
8.9 x 6.6cm (3 1/2 x 2 5/8in).  
unframed

£500 - 700  
€700 - 970

252

**ITALIAN SCHOOL, 16TH CENTURY**

A standing female figure  
bears inscription 'Giordano' (lower left)  
black chalk, pen and brown ink, brown wash  
heightened with white on paper  
20.3 x 9.8cm (8 x 3 7/8in).

£500 - 700  
€700 - 970

**Provenance**

Giuseppe Vallardi (Frits Lugt 1223)



254



255

253

**ATTRIBUTED TO JACOPO CHIMENTI, CALLED JACOPO DA EMPOLI (EMPOLI CIRCA 1554-1640 FLORENCE)**

A standing youth leaning against a wall  
red chalk, pen and brown ink and wash on  
paper with pen and brown ink framing lines  
12.8 x 6.6cm (5 1/16 x 2 5/8in).  
unframed

**£1,000 - 1,500**  
**€1,400 - 2,100**

**Provenance**

W. Bateson (Frits Lugt 2604a)

254

**AFTER RAFFAELLO SANZIO, CALLED RAPHAEL, LATE 18TH CENTURY**

Venus and Jupiter  
pen, ink and gouache on laid paper  
34.6 x 69.6cm (13 5/8 x 27 3/8in).

**£3,000 - 5,000**  
**€4,200 - 7,000**

The present composition is after Raphael's  
original fresco in the Villa Farnesina, Rome.

255

**AFTER RAFFAELLO SANZIO, CALLED RAPHAEL, LATE 18TH CENTURY**

The Wedding Banquet of Cupid and Psyche  
pen, ink and gouache on laid paper  
34.1 x 72.3cm (13 7/16 x 28 7/16in).

**£3,000 - 5,000**  
**€4,200 - 7,000**

The present composition is after Raphael's  
fresco in the Villa Farnesina, Rome.



256



257



258

256

**IGNATIUS-JOSEPH VAN DEN BERGHE (ANTWERP 1752-1824 PARIS), AFTER SIR ANTHONY VAN DYCK**

The Madonna and Child with Saint Catherine  
signed 'Dessine p. J.J. van dan Bergh' (lower right) and inscribed  
'A.VAN.DYCK.' (on wheel, lower right)  
black chalk, pen and ink and watercolour on laid paper, watermark  
'Honig' and initials HZ in a shield  
42 x 37.4cm (16 9/16 x 14 3/4in).

£600 - 800  
€840 - 1,100

257

**NICOLAAS REYERS (LEIDEN 1719-CIRCA 1796)**

An Allegory of the Arts  
signed and dated 'N.Reyers. Dis/ 1767' (on scroll, lower centre)  
black chalk on vellum laid on paper  
41.1 x 25.1cm (16 3/16 x 9 7/8in).

£700 - 1,000  
€970 - 1,400

258

**ATTRIBUTED TO GIOVANNI BATTISTA LENARDI (ROME 1656-1704)**

The Madonna and Child with two Saints  
bears inscription 'Gimignani' (on the mount)  
black chalk, pen and brown ink, brown wash on paper  
21.9 x 16.5cm (8 5/8 x 6 1/2in).  
unframed

£600 - 800  
€840 - 1,100

**Provenance**

R. Houlditch (Frits Lugt 2214)

The present lot has a traditional attribution to Giacinto Gimignani (1611-1681). We are grateful to Professor Jörg Metz for suggesting the attribution to Giovanni Battista Lenardi on the basis of digital photographs.



259

259

**LUDOLF BACKHUYSEN (EMDEN 1630-1708 AMSTERDAM)**

Shipping off the coast of Amsterdam  
 signed and dated 'L. Backhuysen 1694' (upper right)  
 pen and grey ink and wash on paper, pen and brown ink framing lines  
 10.1 x 18.8cm (4 x 7 3/8in).

£1,000 - 1,500  
 €1,400 - 2,100

**Provenance**

In the Ploos van Amstel Collection, 1821 (according to the Witt Library mount)

260

**DUTCH SCHOOL, 1629**

A lady and girl, seated, making lace  
 inscribed and dated 'Den. 2i. January Anno i629' (upper right)  
 pen and ink on paper  
 13.3 x 15.1cm (5 1/4 x 5 15/16in).

£800 - 1,200  
 €1,100 - 1,700



260



261



262

261 \*

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

'Tor Point, Plymouth'

inscribed 'Tor Point Plymouth' (lower right) and bears signature and date 'Rowlandson 1800' (lower left)  
pen, ink and watercolour on paper  
18.3 x 26.7cm (7 3/16 x 10 1/2in).

£2,500 - 3,500

€3,500 - 4,900

262

**JOHN DOWNMAN (DEVON 1750-1824 WREXHAM)**

Portrait of Mary Danby, three-quarter-length, standing before a column signed and dated 'J Downman/ pinxit/ 1781' (on plinth, lower left) stump and coloured chalk on paper, oval  
34.2 x 26cm (13 7/16 x 10 1/4in).

£1,500 - 2,000

€2,100 - 2,800

**Provenance**

Sale, Phillips, London, 7 December 1999, lot 1, where purchased by the present owner



263

263

**WILLIAM LANE (LONDON 1746-1819), AFTER SIR JOSHUA REYNOLDS P.R.A.**

Portrait of William Cavendish, 5th Duke of Devonshire, bust-length, in a brown coat  
 pastel on paper  
 74.3 x 62.2cm (29 1/4 x 24 1/2in).

£2,000 - 3,000  
 €2,800 - 4,200

**Provenance**

6th Marquess Townsend, Raynham Hall  
 Sale, Christie's, London, 5-7 March 1904  
 The Panshanger Collection, Panshanger House and thence by descent through the family until 2013

**Literature**

J. Durham, *The collection of pictures at Raynham Hall*, London, 1926, p. 21  
 K. Garlick, 'A Catalogue of the Pictures at Althorp,' *Walpole Society*, XLIV, Glasgow, 1976, p. 69  
 D. Mannings, *Sir Joshua Reynolds A Complete Catalogue of His Paintings*, London, 2000, cat. no. 337b  
 N. Jeffares, *Dictionary of Pastellists before 1800*, online edition, ill.

We are grateful to Neil Jeffares for confirming the attribution to William Lane and for pointing out that this portrait was last seen in 1904. The present composition is after Reynold's original, now in The Spencer Collection at Althorp, Northamptonshire. Mannings notes, in his entry for the original portrait, that Garlick records 'a copy in pastel, the head only finished,' formerly at Panshanger.



264

264

**ATTRIBUTED TO LADY MARY LOWTHER (LONDON 1785-1862)**

Self portrait of the artist, half-length, in a flowered brocade dress bears inscription 'Countess/ of/ Lonsdale' (lower right)  
 pastel on laid paper laid down on canvas  
 79.8 x 65.4cm (31 7/16 x 25 3/4in).

£1,200 - 1,800  
 €1,700 - 2,500

**Provenance**

Presumably the sitter  
 Possibly by descent to her niece  
 Lady Ranfurly, nee Mary Juliana Stuart  
 Sale, Christie's, London, 21 June 1929, lot 80 (as Liotard), where purchased by  
 The Milnes Gaskell family of Thornes House, Wakefield and thence by descent

**Exhibited**

Heaton Hall, Manchester City Art Galleries

**Literature**

N. Jeffares, *Pastels & pastellists: The Dictionary of pastellists before 1800*, London, 2006, p. 574, ill. fig. 818

Lady Lowther, the daughter of prime minister John, 3rd Earl of Bute, married Sir James Lowther in 1761, and later became Countess of Lonsdale. She was an accomplished amateur artist and there is an oval pastel portrait of the sitter with a porte-crayon that is traditionally thought to be a self-portrait (private collection, UK).

We are grateful to Neil Jeffares for suggesting that it is plausible that both portraits could be by Mary Black.



265 (4 of 12)

265

**ANTONIO MARIA ZANETTI (VENICE 1679-1767)**

Twelve drawings after the series of Philosophers painted by Paolo Veronese, Battista Franco, Tintoretto and others for the Biblioteca Marciana, Venice

six with inscription 'Tintoretto', two with inscription 'Paolo Veronese', two with inscription 'Battista Franco', one with inscription 'Porta Salviati', and one with inscription 'Andrea Schiavone' (on the versos) black chalk, point of the brush and brown wash, with watermarks ALCINAHDI

44.8 x 29.2cm (17 5/8 x 11 1/2in).

with extensive notes by James Byam Shaw on the backs of the frames (12)

£6,000 - 8,000  
€8,400 - 11,000

**Provenance**

Acquired in Italy by Lord Mount Temple, circa 1912  
Countess Mountbatten  
With Colnaghi, London, 1952



266

266

**ALESSANDRO D'ANNA (PALERMO 1746-1810 NAPLES)**

*Donna di Brindisi; Donna di Traetto e veduta della scala del Garigliano; and Donne di S. Magno*

the first signed, indistinctly dated and inscribed 'Alessandro D'Anna Dipi Napoli 17\*\*/ Donna di Brindisi' (lower edge)

gouache on laid paper

26.3 x 20.2cm (10 3/8 x 7 15/16in).

together with a work by Giuseppe Pascale (4)

£3,000 - 5,000

€4,200 - 7,000



267



268

267 \*

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

Figures outside a cottage with pigs and chickens  
pencil, pen, ink and watercolour on paper  
12.7 x 21.5cm (5 x 8 7/16in).

£1,500 - 2,000

€2,100 - 2,800

268

**WILLIAM CAPON (NORWICH 1757-1827)**

A proposed view for a crescent of houses on the Thames from  
Waterloo Bridge to Westminster Bridge  
inscribed 'William Capon invenit 1777. delit 1817. Pinxit 1818' and  
extensively inscribed (on the mount)  
pen, ink and watercolour on paper  
19.2 x 23.7cm (7 9/16 x 9 5/16in).  
unframed

£800 - 1,200

€1,100 - 1,700

William Capon was an architect and worked for John Kemble as a scene painter at the newly completed Drury Lane Theatre from 1780. His work is represented in the British Museum and Westminster City Library.



269

269 \*

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

Troops refreshing at the Castle Inn on the road to join the Camp at Barham Downs

signed and dated 'Rowlandson 179\*' (lower right)

pen, ink with watercolour on paper

20.1 x 29.4cm (7 15/16 x 11 9/16in).

£2,000 - 3,000

€2,800 - 4,200

**Provenance**

Louis Deglatigny Collection, Rouen (Frits Lugt 1768a )

270

**PAUL SANDBY R.A. (NOTTINGHAM 1730-1809 LONDON)**

A view of Shrewsbury Castle from the South

pencil, pen, grey ink and watercolour on paper

23.9 x 36.8cm (9 7/16 x 14 1/2in).

£2,000 - 3,000

€2,800 - 4,200



270



271 (4 of 8)

271 \*

**ATTRIBUTED TO AERT SCHOUMAN (DORDRECHT 1710-1792 THE HAGUE)**

Study of a Spoonbill Crane  
watercolour on laid paper, watermark fleur-de-lis in a shield surmounted by a crown over the letters VDL  
38.8 x 24.3cm (15 1/4 x 9 9/16in).  
and a group of seven others, including an African Grey Parrot, Black Grouse, Capercaille, Currasow and a European Roller (8)

£6,000 - 8,000  
€8,400 - 11,000

**Provenance**

With A.J. Heijdenrijk Jr. N.V, The Hague, where purchased by Senator Charles H and Lorraine Percy and by descent through the family



272

272 \*

**JOHANN-KONRAD FASI-GESSNER (ZURICH 1796-1870)**

Two albums: one containing 28 drawings of flowers, figure studies; the second with 23 studies of flowers and figures  
the first inscribed '19' and the latter '25'  
graphite and watercolour on paper  
*the first 23.8 x 17cm. (9 3/8 x 6 3/4in.), the latter 21.6 x 18 cm. (8 1/2 x 7 in.) (2)*

£3,000 - 5,000

€4,200 - 7,000



273

273

**ITALIAN SCHOOL, 18TH CENTURY**

Neptune Reclining  
 bears inscription '313' (on the mount)  
 pen, brown ink and brown wash on paper  
 6.9 x 12.2cm (2 11/16 x 4 13/16in).  
 together with three additional works by various 18th  
 Century Italian artists, unframed (4)

£1,000 - 1,500

€1,400 - 2,100

274

**CIRCLE OF REMIGIO CANTAGALLINA (FLORENCE  
 CIRCA 1582-1656)**

An extensive landscape with shepherds and their flocks  
 bears inscription 'Cantagallina' (lower left)  
 pen and brown ink on paper  
 16.5 x 24.2cm (6 1/2 x 9 1/2in).  
 unframed

£500 - 700

€700 - 970

275

**ITALIAN SCHOOL, LATE 16TH CENTURY**

Figures on horseback approaching a crowd  
 pen and brown ink on paper, with traces of pen and brown  
 ink framing lines  
 19.7 x 28.7cm (7 3/4 x 11 5/16in).  
 unframed

£600 - 800

€840 - 1,100

**Provenance**

Modesto Ignazio Bonaventura Luigi Genevosio (Frits Lugt  
 545)

The present lot has a traditional attribution to Raphael and  
 is accompanied by a copy of a letter from Sidney Colvin,  
 Keeper of Prints and Drawings at the British Museum,  
 dated 16 July 1904, stating that in his opinion the work is  
 by Raphael.



274



275



276

276  
**GIOVANNI FRANCESCO BARBIERI, CALLED IL GUERCINO  
 (CENTO 1591-1666 BOLOGNA)**

The head and shoulders of a lady, in profile to the left  
 pen and ink over black chalk on paper  
 22.2 x 15.2cm (8 3/4 x 6in).

£4,000 - 6,000  
 €5,600 - 8,400

The present work appears to be more a study in costume and hairstyle than a portrait of a particular individual. Guercino's works of this type are always, it seems, head and shoulders or half-length, never, as far as Nicholas Turner is aware, full-length. *Half length woman half turned to the right* (Art Museum, Princeton University) is one such drawing which also falls into this category. Whilst no engraving exists for *The head and shoulders of a lady, in profile to the left*, the isolation and detachment of the figure on the sheet is similar to some of those in the group of drawings engraved by Domenico Maria Bonaveri (Bologna 1653-after 1719) after the painter's death.

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



277

277 \*  
**GIOVANNI FRANCESCO BARBIERI, CALLED IL GUERCINO  
 (CENTO 1591-1666 BOLOGNA)**

Saint Joseph and the Christ Child  
 black chalk on paper  
 23.8 x 19.6cm (9 3/8 x 7 11/16in).

£4,000 - 6,000  
 €5,600 - 8,400

**Provenance**  
 J. Richardson Snr (Frits Lugt 2183 and 2184)

We are grateful to Nicholas Turner for confirming the attribution to Guercino upon firsthand inspection of the drawing and for suggesting a date of the 1650s.



278



279



280

278 \*

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

Dr Syntax at the University  
signed 'T. Rowlandson' (lower left)  
pencil, pen, ink and watercolour on paper  
12.9 x 20.9cm (5 1/16 x 8 1/4in).

£2,000 - 3,000

€2,800 - 4,200

279

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

The village violinist  
signed and dated 'Rowlandson 1820' (lower left)  
pen, ink and watercolour on paper  
14.1 x 23.7cm (5 9/16 x 9 5/16in).

£1,000 - 1,500

€1,400 - 2,100

**Provenance**

Sale, Bonhams, London, 11 March 2003, lot 45

280

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

Figures before a cottage  
signed 'T. Rowlandson' (lower left)  
pencil, pen and brown ink and watercolour on paper  
20.3 x 27.9cm (8 x 11in).

£1,500 - 2,000

€2,100 - 2,800

**Provenance**

Sale, Sotheby's, London, 9 April 1992, lot 43



281

281

**EDWARD DAYES (LONDON 1763-1804), AND JAMES MOORE (ACTIVE ENGLAND, 18TH CENTURY)**

Rievaulx Abbey, Yorkshire  
 signed and dated 'EDayes 1791' (on the mount, lower left) and inscribed 'Reival or Riveaux Abbey Yorkshire/ skechd 1789 by JMoore' (verso)  
 pencil and watercolour on wove paper, laid down on a sheet of laid paper  
 21.7 x 14cm (8 9/16 x 5 1/2in).  
 unframed

**£1,500 - 2,000**  
**€2,100 - 2,800**

Edward Dayes was tasked with strengthening the sketches and watercolours of the antiquary and amateur draughtsman James Moore. Moore travelled extensively in England, Wales and Scotland and his drawings were engraved in *A List of the Abbies, Priors and other Religious Houses, Castles, etc. in England and Wales*, 1786, expanded in 1798 and *Monastic Remains and Ancient Castles in England and Wales*, of 1792.

The inscription on the reverse of the present work is probably Moore's own, but the fact that Dayes has signed and dated the front indicates the latter reworked the drawing to a significant extent.



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**JOSEPH FARINGTON (LEIGH 1747-1821)**

Study of a tree  
 signed 'Joseph Farington' (lower left)  
 pen and ink on laid paper  
 47.6 x 34.2cm (18 3/4 x 13 7/16in).

**£800 - 1,200**  
**€1,100 - 1,700**



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**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).

£1,200 - 1,800

€1,700 - 2,500

**Provenance**

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



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**ITALIAN SCHOOL, 18TH CENTURY**

The Crucifixion (*recto*); Three Figures on a Cloud (*verso*)

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

prepared paper, black chalk squared for transfer (*recto*), black chalk,

pen and brown ink (*verso*)

57 x 37.4cm (22 7/16 x 14 3/4in).

unframed

£600 - 800

€840 - 1,100



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**FOLLOWER OF CHRISTOPH LUDWIG AGRICOLA  
(REGENSBURG 1667-1719)**

Travellers on a country path, a mountainous landscape beyond  
gouache on paper laid down on panel  
*16.8 x 21.5cm (6 5/8 x 8 7/16in).*

£500 - 700  
€700 - 970

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**ANTONIO PIETRO ZUCCHI (VENICE 1726-1795 ROME)**

Ruins of classical baths with figures bathing  
pen, ink and wash heightened with white on paper  
*36.3 x 25.2cm (14 5/16 x 9 15/16in).*

£1,000 - 1,500  
€1,400 - 2,100

A similar work by Zucchi was offered at Beaussant Lefevre, Paris, 24  
March 1999, lot 27.



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**CIRCLE OF PAOLO ANESI (ROME CIRCA 1700-CIRCA 1761)**

The Temple of Hercules at Cori  
gouache on paper laid down on canvas  
47.8 x 63cm (18 13/16 x 24 13/16in).

£2,000 - 3,000  
€2,800 - 4,200

288

**JEAN-RODOLPHE GAUTIER (GENEVA 1764-1820 PARIS)**

A view of Toulon from the Fort d'artigues  
signed, dated and inscribed 'Gautier l'an 7/Marseille' (on rock, lower  
right)  
pencil and watercolour heightened with white on laid paper  
26.9 x 53cm (10 9/16 x 20 7/8in).  
bears inscription 'Vue de Toulon/ prise au dessins du Fort d'artigues/  
par Gautier/ Marseille (on verso)

£1,500 - 2,000  
€2,100 - 2,800

**Provenance**

Sale, Christie's, London, 5 December 1997, lot 304

The dating indicates the calendar created and implemented during the  
French Revolution between 1793 and 1805.

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**ABRAHAM LOUIS RODOLPHE DUCROS (YVERDON 1748-1810 LAUSANNE)**

The Pantheon, Rome  
pen, ink and watercolour heightened with white on laid paper  
34.6 x 54.8cm (13 5/8 x 21 9/16in).

£4,000 - 6,000  
€5,600 - 8,400

This view of the Pantheon bears strong similarities to other versions  
of the subject by Ducros such as the watercolour with Galerie Jean-  
François Heim, Paris, and the version sold by Laurin, Guilloux,  
Buffetaud, France, June 21, 2000, lot 36.



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**GERMAN SCHOOL, LATE 18TH CENTURY**

A hawk and a lizard  
watercolour on paper  
34.5 x 45.8cm (13 9/16 x 18 1/16in).  
in a carved frame

£1,000 - 1,500  
€1,400 - 2,100

291

**BARBARA REGINA DIETZSCH (NUREMBERG 1706-1783)**

Study of phlox with a caterpillar and a butterfly  
gouache on paper  
27.6 x 19.9cm (10 7/8 x 7 13/16in).

£2,000 - 3,000  
€2,800 - 4,200

**Provenance**

Kathryn Bache Miller  
Her sale, Christie's, New York, 17-19 April 1980  
Private Collection, UK

Kathryn Bache Miller (also known as Kitty Bache and Kitty Miller) was the daughter of the investment banker Jules Bache and was married to the writer, actor and producer Gilbert Heron Miller. Other paintings in her family collection included Goya's portrait of the small boy in red, Manuel Osorio Manrique de Zuñiga, son of the Conde de Altamira, now at the Metropolitan Museum, New York.



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March 11<sup>th</sup> 1768  
Recd. of Sir John Sebright Ten Guineas being  
half payment for a threequarter Portrait  
Tho Gainsborough  
£10.10

April 5<sup>th</sup> 1768  
Recd. of Sir John Sebright Ten Guineas being  
the last half payment for a  $\frac{3}{4}$  Portrait of Himself  
and in full of all demands  
Tho Gainsborough  
£10.10

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**THOMAS GAINSBOROUGH (SUDBURY 1727-1788 LONDON)**

Two written receipts relating to a portrait of Sir John Sebright, the first dated 11 March 1768 'Recd. of Sir John Sebright ten Guineas being half payment for a threequarter Portrait/Tho Gainsborough/£10..10'; the second dated 5 April 1768 'Recd. of Sir John Sebright ten Guineas being the last half payment for a 3/4 Portrait of Himself and in full of all demands/Tho Gainsborough/ £10.10 the first inscribed on reverse by the sitter 'Mr Gainsborough Recd. for 3/4 Picture of myself dated Apr. 5th 1768/£21.0.0', pen and brown ink on laid paper 10.4 x 18.7cm (4 1/8 x 7 3/8in). the first of slightly irregular shape, the second with a partial portrait sketch on reverse by another hand (2)

£4,000 - 6,000  
€5,600 - 8,400

The present lot describes the two payments for Gainsborough's portrait of Sir John Sebright and provides a documented date for the work. It was common practice for Gainsborough's clients to pay half the price of a portrait when it was commissioned and the other half when it was finished.

Documents by Gainsborough are scarce and on occasion the initial receipt or the final one have appeared at auction, see: sale, Autograph Auctions, London, 2 November 2013, lot 681, sold for £11,000). It is extremely rare for a pair to be offered together.

**End of Sale**

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## OLD MASTER PAINTINGS

Wednesday 8 July 2015  
New Bond Street, London

**GIULIO CLOVIO  
(MODRUŠ 1498-1578 ROME)**

The Virgin Annunciate surrounded  
by a decorative border

gouache and gold on vellum laid  
on card

£15,000 - 20,000

## ENQUIRIES

+44 (0) 207 468 8308

poppy.harvey-jones@bonhams.com



# Bonhams

LONDON

[bonhams.com/oldmasters](http://bonhams.com/oldmasters)

## PRINTS AND MULTIPLES

Tuesday 14 July 2015  
New Bond Street, London

We are currently accepting consignments of Old Master Prints by artists such as Bruegel, Dürer, Ghisi, Goya, Ostade, Piranesi and Rembrandt.

**REMBRANDT HARMENSZ  
VAN RIJN  
(DUTCH, 1606-1669)**

Old Man with a divided fur cap  
Etching and drypoint, 1640  
£6,000 - 8,000

**ENQUIRIES**  
+44 (0) 20 7468 8294  
suzanne.irvine@bonhams.com

**Closing date for entries**  
Friday 29 May 2015



# Bonhams

LONDON

[bonhams.com/prints](http://bonhams.com/prints)

## NOTICE TO BIDDERS

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

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

### 1. OUR ROLE

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

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

### 2. LOTS

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

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

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

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### *Contractual Description of a Lot*

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

#### *Estimates*

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

#### *Condition Reports*

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

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

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

#### *Bonhams' responsibility to you*

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

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

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#### *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

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

## Bidding by post or fax

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

## Bidding via the internet

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

## Bidding through an agent

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

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

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

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

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

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

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

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

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

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

## 8. VAT

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

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

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

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

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

## 9. PAYMENT

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

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

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

**Cash:** you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

**Sterling travellers cheques:** you may pay for *Lots* purchased by you at this *Sale* with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000. We will need to see your passport if you wish to pay using travellers cheques;

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

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

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

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

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

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

## 10. COLLECTION AND STORAGE

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

## 11. SHIPPING

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

## 12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

## 13. CITES REGULATIONS

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

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

## 14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

## 15. BOOKS

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

## 16. CLOCKS AND WATCHES

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

## 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

### Proof of Firearms

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

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

### Guns Sold as Parts

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

### Condition of Firearms

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

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

## Original Gun Specifications Derived from Gunmakers

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

## Licensing Requirements

### Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

## Taxidermy and Related Items

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

## 18. FURNITURE

### Upholstered Furniture

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

## 19. JEWELLERY

### ~ Ruby and Jadeite

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

### Gemstones

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

### Estimated Weights

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

### Signatures

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

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

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

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

#### 3. A diamond brooch, mounted by Kutchinsky

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

## 20. PHOTOGRAPHS

### Explanation of *Catalogue* Terms

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

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

## 21. PICTURES

### Explanation of *Catalogue* Terms

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

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

## 22. PORCELAIN AND GLASS

### Damage and Restoration

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

## 23. VEHICLES

### The Veteran Car Club of Great Britain

#### Dating Plates and Certificates

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

## 24. WINE

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

### Examining the wines

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

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

### Corks and Ullages

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

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

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

### Options to buy parcels

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

### Wines in Bond

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

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

### Bottling Details and Case Terms

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

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

## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Φ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

### DATA PROTECTION – USE OF YOUR INFORMATION

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

## APPENDIX 1

### CONTRACT FOR SALE

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

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

#### 1 THE CONTRACT

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

#### 2 SELLER'S UNDERTAKINGS

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

#### 3 DESCRIPTIONS OF THE LOT

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

#### 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

#### 5 RISK, PROPERTY AND TITLE

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

#### 6 PAYMENT

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

#### 7 COLLECTION OF THE LOT

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

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

## APPENDIX 2

### BUYER'S AGREEMENT

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

#### 1 THE CONTRACT

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

#### 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

### 3 PAYMENT

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

### 4 COLLECTION OF THE LOT

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

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

### 5 STORING THE LOT

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

### 6 RESPONSIBILITY FOR THE LOT

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

<b>7</b>	<b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i> ) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i> ) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i> ):	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	to terminate this agreement immediately for your breach of contract;	9.3.2		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;	<b>8</b>	<b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i> ) and/or damages for breach of contract;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i> ) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	<b>10</b>	<b>OUR LIABILITY</b>
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i> ) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i> ) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	<b>9</b>	<b>FORGERIES</b>	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and		
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

You may wish to protect yourself against loss by obtaining insurance.

10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

## 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the *Lot* is made up wholly of a *Book* or *Books* and any *Book* does not contain text or illustrations (in either case referred to as a "non-conforming *Lot*"), we undertake a personal responsibility for such a non-conforming *Lot* in accordance with the terms of this paragraph, if:

the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and

you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*; and

within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

but not if:

the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or

the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or

it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or

the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.

If we are reasonably satisfied that a *Lot* is a non-conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.

The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

## 12 MISCELLANEOUS

12.1 You may not assign either the benefit or burden of this agreement.

12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

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

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.

12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.

12.8 In this agreement "including" means "including, without limitation".

12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

12.10 Reference to a numbered paragraph is to a paragraph of this agreement.

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

## 13 GOVERNING LAW

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

## DATA PROTECTION – USE OF YOUR INFORMATION

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

## APPENDIX 3

### DEFINITIONS AND GLOSSARY

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

### LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Description"** any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

**"Entry"** a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.

**"Estimate"** a statement of our opinion of the range within which the hammer is likely to fall.

**"Expenses"** charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale*, storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer*, plus *VAT* if applicable.

**"Forgery"** an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot*.

**"Guarantee"** the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales*, a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement*.

**"Hammer Price"** the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

**"Loss and Damage Warranty"** means the warranty described in paragraph 8.2 of the Conditions of Business.

**"Loss and Damage Warranty Fee"** means the fee described in paragraph 8.2.3 of the Conditions of Business.

**"Lot"** any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

**"Motoring Catalogue Fee"** a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.

**"New Bond Street"** means *Bonhams'* saleroom at 101 New Bond Street, London W1S 1SR.

**"Notional Charges"** the amount of *Commission* and *VAT* which would have been payable if the *Lot* had been sold at the *Notional Price*.

**"Notional Fee"** the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.

**"Notional Price"** the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.

**"Notice to Bidders"** the notice printed at the back or front of our *Catalogues*.

**"Purchase Price"** the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price* (where applicable), the *Buyer's Premium* and *VAT* on the *Buyer's Premium* and any *Expenses*.

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

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

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

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

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

**"Stamp"** means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

**"Standard Examination"** a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.

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

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

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

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

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

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

**"Withdrawal Notice"** the *Seller's* written notice to *Bonhams* revoking *Bonhams'* instructions to sell a *Lot*.

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

## GLOSSARY

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

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

**"bailee"**: a person to whom goods are entrusted.

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

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

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

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

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

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

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

## SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
  - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
  - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
  - (a) the seller;
  - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
  - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

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(Attendee / Absentee / Online / Telephone Bidding)

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Your signature: \_\_\_\_\_ Date: \_\_\_\_\_

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