

OLD MASTER PAINTINGS

Wednesday 8 July 2015



Bonhams

LONDON









BONHAMS OLD MASTERS DEPARTMENT



Andrew McKenzie
*Director; Head of Department,
London*



Caroline Oliphant
*Group Head of Pictures
London*



Brian Koetser
*Consultant, London
London*



Lisa Greaves
*Department Director
London*



Archie Parker
*Senior Specialist
London*



Poppy Harvey-Jones
*Junior Specialist
London*



Alexandra Frost
*Administrator,
London*



Mark Fisher
*Director, European Paintings,
Los Angeles*



Madalina Lazen
*Senior Specialist, European Paintings
New York*

OLD MASTER PAINTINGS

Wednesday 8 July 2015, at 2pm
101 New Bond Street, London

VIEWING

Saturday 4 July
12.00 to 17.00
Sunday 5 July
11.00 to 17.00
Monday 6 July
9.00 to 16.30
Tuesday 7 July
9.00 to 16.30
Wednesday 8 July
9.00 to 12.00

SALE NUMBER

22644

CATALOGUE

£25.00

BIDS

+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 fax
To bid via the internet please visit
www.bonhams.com

Bidding by telephone will only be accepted on lots with a lower estimate in excess of £1,000.

Please note that bids should be submitted no later than 4pm on the day prior to the sale. New bidders must also provide proof of identity when submitting bids. Failure to do this may result in your bid not being processed.

Live online bidding is available for this sale

Please email bids@bonhams.com with 'live bidding' in the subject line 48 hours before the auction to register for this service.

ENQUIRIES

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

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

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

Archie Parker
+44 (0) 20 7468 5877
archie.parker@bonhams.com

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

Alexandra Frost
+44 (0) 20 7468 8307
alexandra.frost@bonhams.com

Consultant
Brian Koetser

Global Director
Picture Sales
Jonathan Horwich
+44 (0) 20 7468 8280
jonathan.horwich@bonhams.com

CUSTOMER SERVICES

Monday to Friday
8.30 to 18.00
+44 (0) 20 7447 7447

Please see back of catalogue for important notice to bidders

ILLUSTRATIONS

Front cover: lot 112
Back cover: lot 2
Inside front cover:
lots 8, 70
Inside back cover:
lots 26, 105, 122

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.



Bonhams 1793 Limited

Registered No. 4326560
Registered Office: Montpelier Galleries
Montpelier Street, London SW7 1HH

+44 (0) 20 7393 3900
+44 (0) 20 7393 3905 fax

Bonhams 1793 Ltd Directors

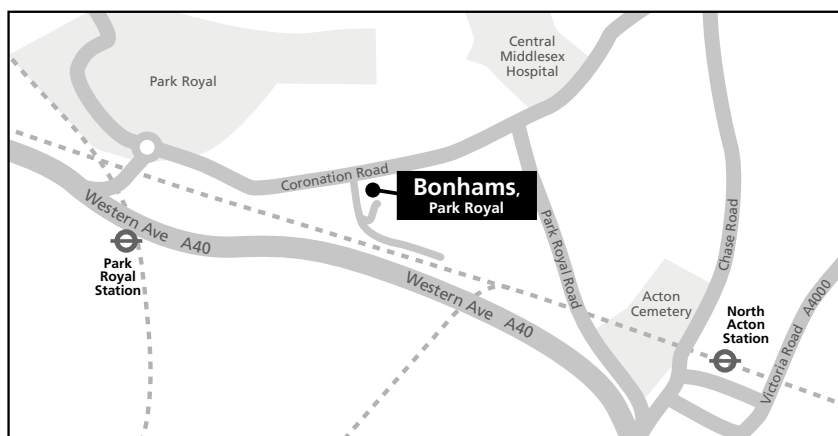
Robert Brooks Co-Chairman,
Malcolm Barber Co-Chairman,
Colin Sheaf Deputy Chairman,
Matthew Girling Global CEO,
Patrick Meade Global CEO,
Geoffrey Davies, Jonathan Horwich,
James Knight, Caroline Oliphant,
Hugh Watchorn.

Bonhams UK Ltd Directors

Colin Sheaf Chairman, Jonathan Baddeley,
Antony Bennett, Matthew Bradbury,
Lucinda Bredin, Harvey Cammell, Simon Cottle,
Andrew Currie, Paul Davidson, Jean Ghika,
Charles Graham-Campbell, Miranda Grant,
Richard Harvey, Robin Hereford, Asaph Hyman,
Charles Lanning, Sophie Law, Fergus Lyons,
Gordon McFarlan,

Andrew McKenzie, Simon Mitchell, Jeff Muse,
Mike Neill, Charlie O'Brien, Giles Peppiatt,
Peter Rees, Iain Rushbrook, John Sandon,
Tim Schofield, Veronique Scorer,
James Stratton, Roger Tappin, Ralph Taylor,
Shahin Virani, David Williams,
Michael Wynell-Mayow, Suzannah Yip.

SALE INFORMATION



Bids

+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 fax
bids@bonhams.com

Payments

Buyers
+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 fax

Sellers

Payment of sale proceeds
+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 fax

Valuations, taxation and heritage

+44 (0) 20 7468 8340
+44 (0) 20 7468 5860 fax
valuations@bonhams.com

Catalogue subscriptions

To obtain any Bonhams catalogue or to take out an annual subscription:
Subscriptions Department
+44 (0) 1666 502200
+44 (0) 1666 505107 fax
subscriptions@bonhams.com

Shipping

For information and estimates on domestic and international shipping as well as export licenses please contact Bonhams Shipping Department on:
+44 (0) 20 8963 2849
+44 (0) 20 8963 2850
+44 (0) 20 7629 9673 fax
shipping@bonhams.com

Collection and Storage after sale

Sold lots marked with 'W' will be transferred to the warehouse at Park Royal from 5pm the day of the sale & will be available for collection from 9.30am Friday 10 July 2015. These lots will be subject to transfer and storage charges from Wednesday 22 July 2015.

All other sold lots will remain in the collections Department at New Bond Street without charge until 5.30pm Wednesday 22 July 2015. Lots not collected by then will be Returned to the department. Storage charges may apply.

Handling and storage charges

The charges levied by Bonhams are as follows:

All lots marked with W

Transfer per lot £20.00
Daily storage per lot £3.40

All other objects

Transfer per lot £10.00
Daily storage per lot £1.70

All the above charges are exclusive of VAT.

Address:

Park Royal Warehouse
Unit 1, Sovereign Park
Coronation Road, Park Royal
London NW10 7QP
Tel: +44 (0) 87 0811 3867
Hours of opening 9.30am
-4.30pm Monday to Friday only.

Lots may be released from Bonhams warehouse on production of the Collection Order obtained from cashiers office at Bonhams, Knightsbridge or New Bond Street and a form of photographic ID. If a third party is collecting on behalf of a client, the client must provide Bonhams with written authority prior to collection. The third party must present a photographic form of ID when collecting.

Payment in advance

Tel: +44 (0) 20 7447 7447
to ascertain amount due by:
cash, cheque with banker's card, credit card, bank draft or traveller's cheque.

Payment at time of collection

By credit card / debit card

IMPORTANT NOTICE

A surcharge of 2% is applicable when using Mastercard, Visa and overseas debit cards.

The following symbol is used to denote that VAT is due on the hammer price and buyer's premium

† VAT 20% 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

W These lots will be removed to Bonhams Park Royal after the sale. Please read the sale information page for more details.

VAT refunds on exports from the EU

To submit a claim for refund of VAT HMRC require lots to be exported from the EU within strict deadlines.

For lots on which Import VAT has been charged; marked in the catalogue with a * or Ω, lots must be exported within 30 days of Bonhams' receipt of payment and within 3 months of the sale date. For all other lots export must take place within 3 months of the sale date.

For further VAT information please contact:
declan.kelly@bonhams.com



1

FRANZ ANTON VON SCHEIDEL (VIENNA 1731-1801)

A study of Shells (*Halbe Flügelschnecken*)

inscribed 'Halbe Flügelschnecken/Cochlidies semi-alatae./17.' (upper centre and upper right)

graphite, pen and brown ink and watercolour on laid paper, watermark fleur-de-lys on a shield with a crown

49.8 x 35cm (19 5/8 x 13 3/4in).

together with a work by the same hand of snakes (2)

£7,000 - 10,000

€9,800 - 14,000

US\$11,000 - 15,000

Provenance

Sale, im Kinsky, Vienna, 13 October 2009, lot 78





2

GIULIO CLOVIO (MODRUŠ 1498-1578 ROME)

A page from an illuminated manuscript showing The Virgin Annunciate surrounded by a decorative border containing niches with statues of Moses and King Solomon, playful cherubs and decorative cartouches with *trompe l'oeil* insects

gouache and gold on vellum laid on card, the reverse inscribed in a later hand 'Julius Clovius macedo monumenta hoc Alexandro/ Farnesio cardinali domino suo faciebat MDXLVI'

14 x 11.5cm (5 1/2 x 4 1/2in).

unframed

£15,000 - 20,000

€21,000 - 28,000

US\$23,000 - 31,000

Provenance

Skadova family collection, Czechoslovakia

Madam Skadova, UK, gifted by her to the present owner's family in the 1940s and thence by descent



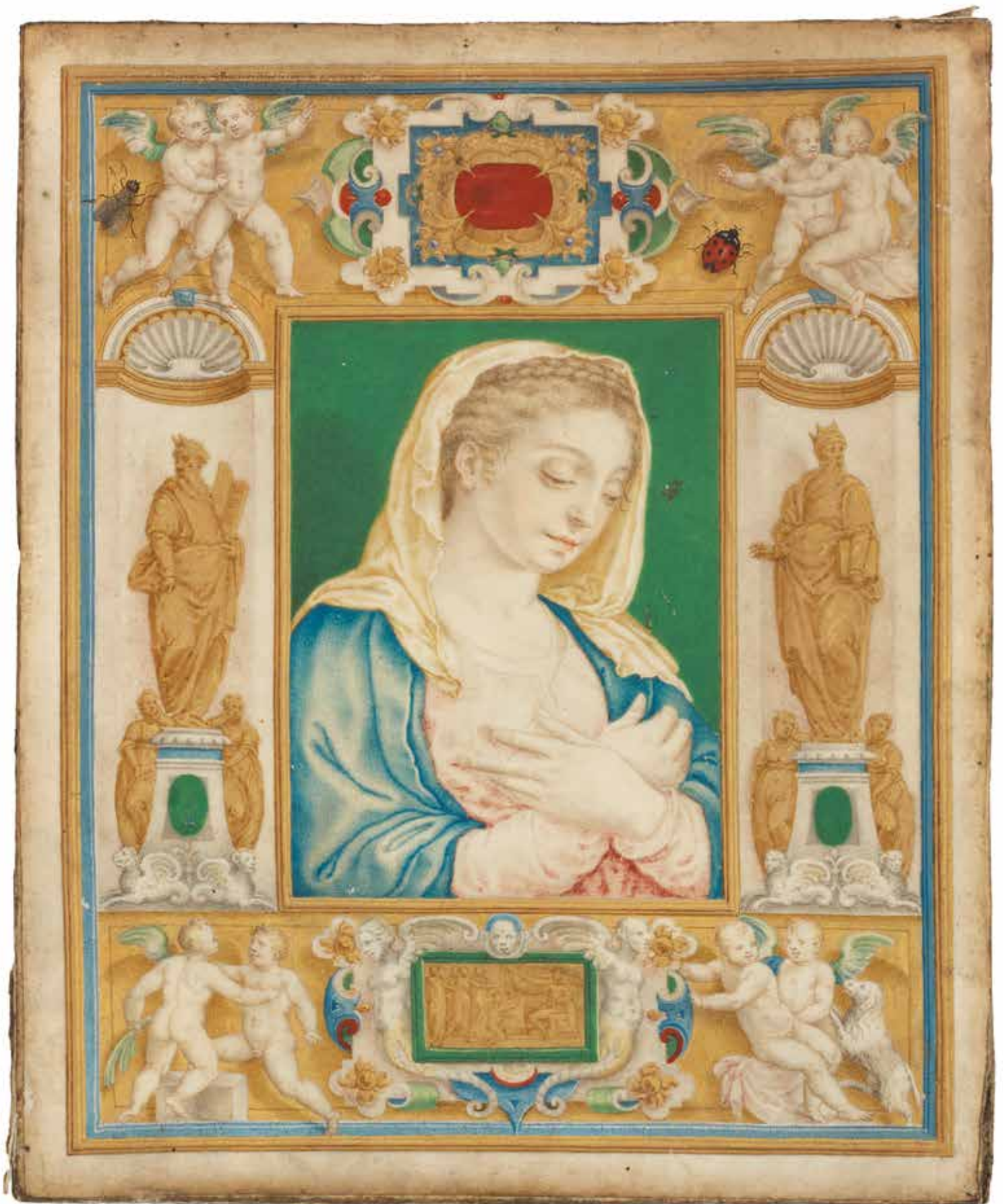
Portrait of Giulio Clovio, by El Greco (1541-1614) / © De Agostini Picture Library / A. Dagli Orti / Bridgeman Images

Juraj Klović was born in Grižane, Croatia, in 1478. By 1516, however, he was in Venice painting his first miniatures after Albrecht Dürer under the name of Giulio Clovio. Thence he travelled to Perugia, where he produced between 1534 and 1538 what is now known as the

Stuart de Rothesay Book of Hours, and then to Rome. In 1539 he entered the service of Alessandro Farnese for whom he created his masterpiece, the Farnese Book of Hours, on which he worked from 1537-46. By this time Clovio had established himself as a member of that elite of the High Renaissance whose members achieved widespread acclaim during their own lifetimes: Giorgio Vasari was to refer to this miniaturist as 'the new and little Michelangelo'.

Clovio can be said to have blended the Classicism of Raphael with Michelangelo's mannerism and although in a number of ways he reflected the derivative nature of mannerism, he possessed one of the most inventive minds of his age: he never repeated himself; every motif and decoration was fresh in some way. Despite his originality of detail, it is nevertheless possible to make a number of comparisons between the present and his other works. The wide borders with their jewel-like cartouches above and below; the grotesque decorative elements, the putti and the Michelangesque statues surrounding a New Testament image are all akin to some of his sheets in the Farnese Book of Hours (see, for example, MS. M. 69. fol. 26v-27). The date at which the latter was completed would tend to support the inscription on the present sheet which dates it to 1546.





GEORGE ROMNEY (BECKSIDE 1734-1802 KENDAL)

Three sketchbooks of figure studies, the first, of 23 pages, containing pencil sketches for *Macbeth* and *Paradise Lost*, one drawing inscribed 'the effects of/Envy and Pride/for opposing factions/and mounting...../for want of faith', the cover inscribed and dated 'NI/May 92'; The second, of 18 pages watermarked Whatman, containing numerous pencil sketches for *John Howard visiting a Lazaretto*, the cover inscribed 'Satan/Howard'; The third, of 26 pages watermarked Whatman 1794, containing pencil sketches of figure studies for *Shipwreck at the Cape of Good Hope*; plans and elevations of a building resembling a sculpture gallery; and pen and ink studies of women at a classical temple inscribed 'Entrust thy care to Truth Alone/ And Rugged Vertue will guard thy Throne', wove paper, marbled boards, quarter calf, each 14.2 x 23.6cm (5 9/16 x 9 5/16in). (3)

£20,000 - 30,000

€28,000 - 42,000

US\$31,000 - 46,000

Provenance

Mr and Mrs Howard Samuel, and thence by descent to the present owner

George Romney, best known for his society portraits, always aspired to be a painter of the imagination. Throughout his life he used sketchbooks to develop and hone his ideas and taken together – there are about 60 in public collections today and many others are recorded – they are the best evidence we have for his most innate creative processes and his working methods.

The present trio of sketchbooks was probably bought from the same supplier over a period of two or three years. They are the same size, with identical marbled paper covers. They are physically flimsier than many of his other sketchbooks, and it is tempting to speculate that he bought them 'on the road', possibly on his way to or from Earham in West Sussex where he often stayed at the home of his friend, the poet William Hayley, and where, away from his London painting room, he was able to concentrate on literary subjects. The drawings they contain are all characteristic of his graphic style in the period 1792-1794. The draughtsmanship in the three books is so similar that, but for the evidence of the watermarks, it would have been tempting to think that Romney used them simultaneously, not consecutively.

The contents of the three volumes are as follows:

Sketchbook A [inscribed on the front NI May 1792]

The core of the book is a sequence of 18 studies of scenes of *The expulsion of Adam and Eve*, with Satan and archangels, from Milton's *Paradise Lost*. These are preceded by a cluster of sketches for the banquet scene in Shakespeare's *Macbeth*, in which Macbeth starts up at the sight of the ghost of Banquo, a subject which in May 1792 Romney was contemplating painting for the Boydell *Shakespeare Gallery*. There is one remarkably fully developed drawing for the recondite subject *The Effects of Envy and Pride*. There are two small vignettes of girls, one standing in profile (probably sketched on the wing from the life), one crouching in a pose reminiscent of Psyche in the much earlier *Cupid and Psyche* series. A handful of architectural plans similar to those in Sketchbook C complete the volume.

Sketchbook B [inscribed on the front Satan Howard]

A small cluster of *Paradise Lost* drawings at the end of the book, similar to those in A above, are preceded by a sequence of 15 studies for the subject *John Howard Visiting a Lazaretto*, depicting the prison reformer John Howard (1726-1790) in a dungeon full of prisoners. The subject was suggested to Romney by Hayley early in 1790, following the news of Howard's death from typhus during a visit to the Crimea. Although Romney recognised the opportunity of combining nude figures in a scene of both topicality and high pathos, and made a huge number of studies for the subject in the following three years, he never succeeded in turning it into a painting. His later studies, of which those in this sketchbook form an exceptionally fine group, noticeably began to concentrate on the victims, rather than on the heroic figure of Howard himself.

Sketchbook C

This is a more disparate, but no less fascinating sketchbook than the other two. The largest group of sketches are rough plans and elevations of a classical building, probably early ideas for the sculpture gallery-cum-studio- cum-house that Romney would realise at Hampstead in 1796. There are four unidentified studies of a procession of maidens to a classical temple of virtue, with its priestess standing on its stairway. Eight sketches, the largest group known to exist, are for the heroic subject *A Shipwreck at the Cape of Good Hope*, which in its ultimate form of a grand oil sketch would be engraved by William Blake for Hayley's biography of Romney published in 1809.

We are grateful to Alex Kidson for his assistance in cataloguing this lot.



A



B



C

4

JOHN CONSTABLE R.A. (SUFFOLK 1776-1837 HAMPSTEAD)

The Church of St Mary-ad-Murum, Colchester, 1808,
inscribed and dated 'Colchester St Mary's:/Octr. 29. 1808' (upper left)
pencil on paper, the centre squared, watermark a crown above a circle
9.2 x 14.9cm (3 5/8 x 5 7/8in).

£15,000 - 20,000

€21,000 - 28,000

US\$23,000 - 31,000

Provenance

Sir J.C. Robinson

Sale, Christie's, London, 21 April 1902, lot 12 (with a drawing of
Colchester Castle)

With Leggatt's, London

Sale, Christie's, London, 12 July 1988, lot 5

With Salander-O'Reilly Galleries, New York, where purchased by the
present owners in July 1988

Literature

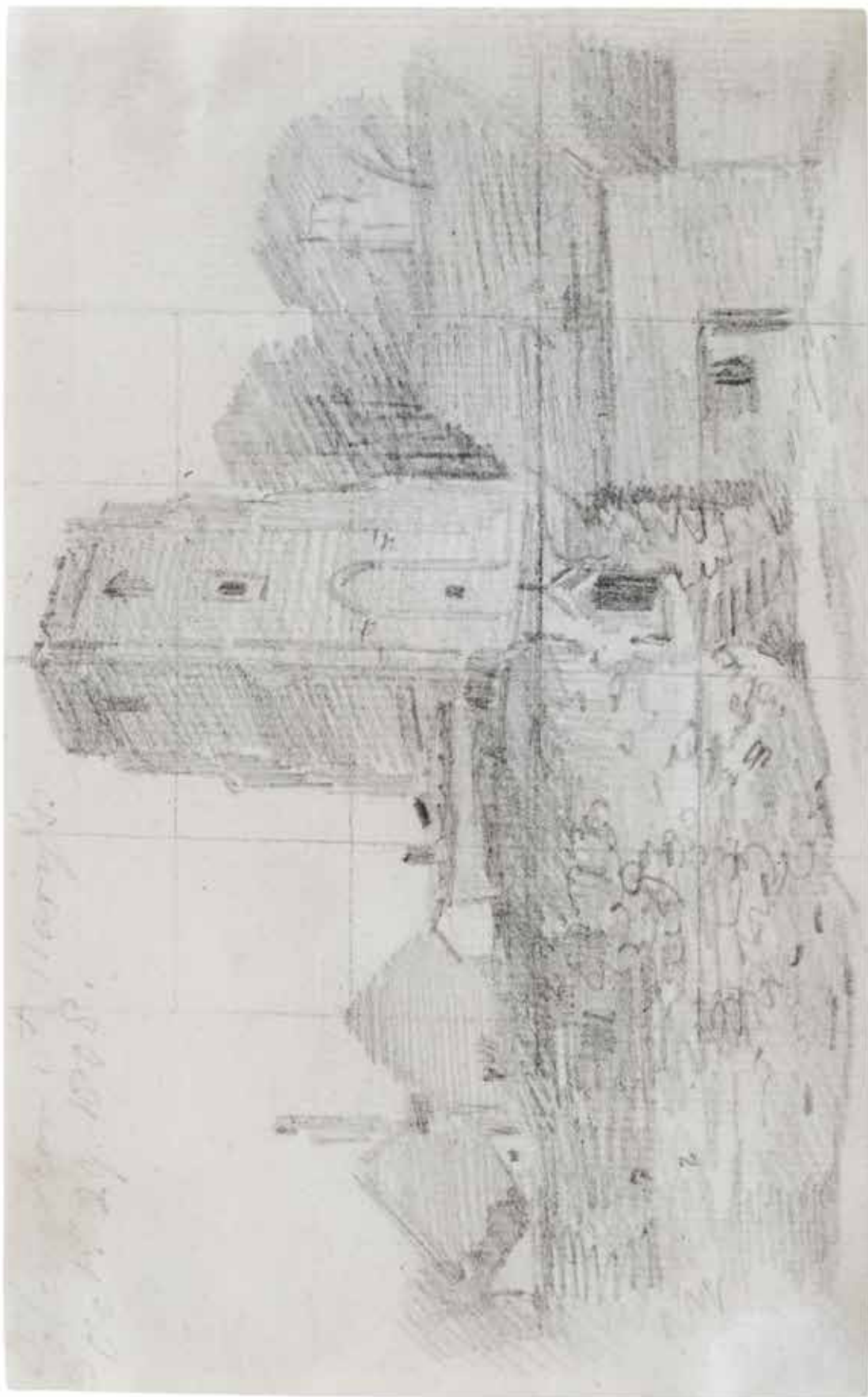
C.G. Holmes, *Constable and his Influence on Landscape Painting*,
London, 1902, p. 238

I. Fleming-Williams, *Constable and His Drawings*, London, 1990,
p. 24, fig. 8

G. Reynolds, *The Early Paintings and Drawings of John Constable*,
New Haven and London, 1996, p. 121, no. 08.12, ill. pl. 697

This drawing is a page from a sketchbook of laid paper watermarked
1806 which Constable is known to have used in 1808 and 1809.

Other, similar views of St. Mary's-ad-Murum can be seen in
Constable's sketchbook from 1813 (see: Reynolds, *ibid*, p. 182,
no. 13.17, pl. 1007).





5^W

**LANCELOT (CAPABILITY) BROWN
(NORTHUMBERLAND 1716-1783)**

A view north-east across the lake from Blenheim Palace towards the town of Woodstock, showing the proposal for a Gothicised perimeter wall

inscribed with letters above various buildings, a key extending below the lower left edge identifying them as 'A The Church, B Triumphal Arch, C The Revd Mr Holloways, D Miss Cotterells, E The Cock Pitt, F Mr Turners'

pen, grey ink and watercolour on three sheets of laid paper
66.5 x 147cm (26 3/16 x 57 7/8in).

£70,000 - 100,000

€98,000 - 140,000

US\$110,000 - 150,000

Provenance

George Spencer, 4th Duke of Marlborough (1739-1817), Blenheim Palace, Oxfordshire

By descent through the family

Gifted by John Spencer-Churchill, 10th Duke of Marlborough (1897-1972) to the town of Woodstock to mark the occasion of his being given the Freedom of the Town

Exhibited

Compton Verney, Warwickshire, 'Capability' Brown & the Landscapes of Middle England, 25 June-2 October 2011, curated by Dr Steven Parissien and Professor Tim Mowl

Literature

J. Bapasola, *The Finest View in England, the Landscape Gardens at Blenheim Palace*, Woodstock, 2009, ill. pp. 66-7



No name is more synonymous with landscape design in eighteenth century England than that of Capability Brown; he arguably did more to shape our landscape than anyone else in that century, and his legacy can still be seen today both in the parklands and gardens of some of our greatest country homes, and in the vocabulary of landscape design that he has passed down to us. Brown's approach was part of a new movement in landscape design that must have seemed ground-breaking and modern to eighteenth century eyes: the geometric plantings and parterres that were fashionable earlier in the century gave way to gardens that were intended to mimic nature, but nature at its very best. The look he created was deceptively simple, but the landscape had, in effect, been stage-managed to please the eye at every turn, and if considerable money and effort went into achieving it, it was designed to look completely effortless and natural. Those riding on horseback or in a carriage through Brown's parks would see a landscape that changed constantly revealing unexpected views, picturesque tableaux framed by strategically-planted trees, woodland giving way to lawns and tracts of apparent wilderness, water falling in cascades or dammed to form lakes, decorative buildings punctuating a landscape that had been in parts raised and lowered to create a visually pleasing aspect.

Lancelot Brown was born in 1716 into a family of yeoman farmers at Kirkhale in Northumberland, and his first employer was Sir William

Loraine at Kirkhale Hall where Brown worked in the gardens. At just 25 he was already Head Gardener at Stowe; this brought him into contact with Lord Cobham's social circle and before long he left to work on his own, securing a number of commissions in the midlands and quickly making a name for himself as his talent for embellishing the landscape attracted the patronage of an aristocratic clientele. His ability to get on with his clients was combined with an understanding of their needs and economic boundaries. He earned his sobriquet from the 'capability' for transformation that he saw in his clients' land. In a career spanning more than forty years during which he accumulated substantial wealth, he was to work at a hundred and seventy great country estates designing not only the park, but also many buildings. One of the most significant of these commissions was the seat of the 4th Duke of Marlborough, Blenheim Palace.

The royal Manor and deer park of Woodstock had been granted by Queen Anne to John Churchill, 1st Duke of Marlborough in 1704 in gratitude for his victorious leadership at the Battle of Blenheim. The building of the house, designed as a monument to the great military hero of the day, was to be paid for by the public purse and John Vanbrugh (with his assistant Nicholas Hawksmoor) was engaged to design it. Within only a few years, however, the Duke's political opponents started a whispering campaign against him and, following a change of government in 1710, funding came to a halt leaving

the vast project only half built. The family then had to pay for the completion of the building and for many years Sarah, the Duchess of Marlborough, oversaw the work while her husband was on campaigns abroad, but it was far from finished at the Duke's death in 1722. When Sarah died Blenheim passed to her nephew Charles Spencer and then to his son George who inherited the title in 1758 at the young age of 19. After his marriage to Lady Caroline Russell in 1762 he turned his attention to making Blenheim a family home and he engaged Capability Brown to update the grounds.

Brown started work for the Duke in 1763, around the time King George III appointed him Royal Gardener. He spent ten years on the project and brought to bear not only his remarkable skills in planting and shaping woodland, but also in engineering, earth-moving, damming and drainage. As well as his redesigning of Vanbrugh's park, he also remodelled High Lodge and Park Farm in the Gothic style; but one of the biggest tasks at Blenheim was the creation of the lake, the largest he was ever to make, and one of the first things he undertook for the 4th Duke. Vanbrugh's design for the park had incorporated an ornamental bridge spanning a canal that led from a small, geometrically-formed lake. Brown's lake was altogether more ambitious and involved flooding the entire valley in front of the house to either side of the bridge. Vanbrugh's bridge was built on an area of meadowland and had never been designed to stand in water, so its foundations first needed to be reinforced; several of the rooms in the piers which would be under the raised water level had to be filled with rubble for greater support. In addition, the entire floor of the extensive valley had to be packed with several feet of clay and lime to help to retain the water.

This huge project took four years to complete and even attracted tourists who came to marvel at the scale of the endeavour. What Brown created was a natural-looking lake fed by the River Glyme which flowed out by way of the cascade at the southern tip of the lake. It had a sinuously curving shoreline and a small island, and its shores were planted principally with beech trees and shrubs. Horace Walpole wrote that the lake 'is now amazingly beautiful and puts the bridge's nose out of joint'. The island - formed from the old causeway to the Royal Manor - appears to have been unplanned as it does not feature in Brown's original drawing of the projected works, but it was incorporated into the design as the work progressed. It first appears in the present drawing, the purpose of which was to show a Gothicised 'improvement' to the perimeter wall running along the side of the town of Woodstock from Pritchard's gate to the new Hensington gate.

The key at the bottom of the drawing identifies six of the buildings in Woodstock: of the names that are mentioned we know that Miss Cotterell kept a boarding house and that Mr Turner was the Duke's agent. Brown's treatment of the trees and water in this drawing are entirely characteristic and compare closely to his 1764 drawing for the proposed cascade (in the collection of the Duke of Marlborough, Blenheim Palace). He was less confident when drawing architecture, and it has been suggested that those elements of the present drawing may be the work of his assistant surveyor at Blenheim, John Spyers (c.1720-1798). The scheme for the crenelated wall was never realised, but this drawing remains the earliest known record of the view looking north-east from the house across Capability Brown's newly-formed lake and island.

Subtler than the grand gesture of the lake but no less important to the overall result at Blenheim was the extensive planting that Brown undertook in the park. He had an innate understanding of how to optimise the visual effect of trees and shrubs, juxtaposing trees of different textures and heights, combining foliage of different colours and either felling or planting trees to show off landscape features. He invented a machine for transplanting fully-grown trees so that he could create the effects he wanted without waiting for saplings to grow to maturity. Dark evergreens were used as a backdrop for



Portrait of Capability Brown, by Sir Nathaniel Dance Holland, BT/
© National Portrait Gallery, London

decorative buildings and shrubs softened the transition between water and grassland. Trees were also used to trick the eye, blurring the perimeters of the estate by hiding boundary walls (as can be seen on the right of this drawing) and flattering his patron by giving the impression that the estate extended into infinity.

His achievement at Blenheim was to create a park that truly complemented the palatial house, an undulating landscape of majestic views and woodland with the great lake at its heart, the whole linked together by the vast swathe of lawns that extended out from the house in every direction. It also catered for the Georgian love of hunting, shooting and fishing with copses providing cover for game birds and a lake that was stocked with fish. By the middle of the eighteenth century driving through an estate by carriage had become a popular pastime, and the grounds of Blenheim represented as impressive a spectacle as anyone could have hoped to see. Entering through Hawksmoor's Woodstock Gate, the visitor would have been met by the sight of the remarkably imposing house, the lake and bridge in front of it, the Column of Victory to the right and the parkland of trees and lawns extending as far as the eye could see. There can be no greater compliment to the outstanding result that Capability Brown had helped to create at Blenheim than the reaction of the king when he first saw it: on King George III's visit to Blenheim in 1786 he exclaimed 'We have nothing equal to this'.

This drawing will be considered in Sarah Rutherford's forthcoming book on Capability Brown's landscapes which has been commissioned by the National Trust/Pavilion publishers to mark the tercentenary of his birth.



GEORGE SIDNEY SHEPHERD (LONDON 1784-1862)

The Gardens at Battlesden House, Bedfordshire
 signed and dated 'G.Shepherd. 1818' (lower left) and inscribed
 'Battlesden/ from a Sketch Made in 1812/by Geo. Sheppard' (sic.)
 (on artist's label on reverse)
 pencil and watercolour heightened with white on paper
 45 x 90.7cm (17 11/16 x 35 11/16in).

£15,000 - 20,000

€21,000 - 28,000

US\$23,000 - 31,000

Provenance

Sir Gregory Page-Turner, 4th Bt., and by descent to
 Major N.F.A Page-Turner, D.L., by whom offered
 Sale, Christie's, London, 9 July 1991, lot 53
 Private Collection, UK

Exhibited

London, The Victoria and Albert Museum, *The Destruction of the
 Country House*, December 1947

London, The Victoria and Albert Museum, *The Garden, a Celebration
 of One Thousand Years of British Gardening*, 1979

Literature

W. Cobitt, *The English Gardener*, Oxford, 1980 (repr. jacket cover)
 L. Fleming and A. Gore, *The English Garden*, London, 1979, pl. 107
 G. Carter, P. Goode and K. Laurie, *Humphrey Repton Landscape
 Gardener 1752-1818*, Norwich, 1982, p. 147, ill.
 English Heritage, *Register of Parks and Gardens*, Bedfordshire, 1986

This watercolour of Battlesden Park is an exceptionally rare,
 contemporary document of a garden created by Humphry Repton
 (1752-1818), arguably the most significant landscape designer of
 his time; it was commissioned by Sir Gregory Osborne Page-Turner
 (1785-1848) to show off the impressively re-designed grounds of
 his home in Bedfordshire, but is additionally interesting because it
 also depicts members of the Page-Turner family in the foreground
 of the picture. The artist George Shepherd is best known for his
 topographical and landscape watercolours, but this example is quite
 exceptional both in its unusual size and the historic content.

The Battlesden Park estate was bought by the 2nd Baronet of
 Wricklemarsh in Kent, Sir Gregory Page, for his brother Thomas in
 1724. Originally the home of the Bathurst family, the first house on the

site dated back to the 16th century. The estate went to Sir Gregory
 Turner, 3rd Baronet of Ambroseden in Oxfordshire, on the death of
 Sir Gregory Page, the former being a great-grandson of the first Page
 Baronet. Repton was called in during the early years of the 19th
 century both to make alterations to the house and to redesign the
 gardens, and a note of his visit is recorded in his memoir. Helpfully,
 W. Peacock's *The Polite Repository* of 1808 reproduces an illustration
 of the gardens of Battlesden by Repton from the same standpoint
 as the present watercolour, but it lacks the planting and ornamental
 buildings, indicating that he carried out his work on the park between
 1808 and the date of the present watercolour, 1818. Many of Repton's
 designs were recorded in his invaluable Red Books, but the book
 relating to Battlesden is now lost making this watercolour of particular
 historic importance. In the centre of the picture stands an early
 cast-iron greenhouse, very probably designed by one of Repton's
 sons as it resembles a design in the archive of their works held by the
 RIBA.

Another significant garden designer, Joseph Paxton (1803-1865),
 was born in the nearby village of Milton Bryan and his first job was as
 garden boy to Sir Gregory Page-Turner at Battlesden where he cannot
 fail to have been influenced by Repton's designs. In his informative
 catalogue note on this painting when it last appeared on the market
 in 1991, John Harris speculates that Paxton may indeed be the figure
 who is shown raking the ground on the right of the composition. There
 would be a certain justice if this were the case, as Paxton was to
 work there again in a more significant capacity much later in his career
 when he was engaged to redesign the parkland for a new house
 which was built on the site in 1864.

The other figures in the painting are more certainly identifiable: Sir
 Gregory Osborne Page-Turner is shown facing the viewer, proudly
 indicating his newly-transformed garden with his outstretched arm. As
 this was the year in which he married Helen Bayfield, his bride is surely
 the figure wearing a wedding dress and veil on the extreme left of the
 group. Sir Gregory's younger brother Edward George Thomas (later
 5th Baronet) was to marry later in the same year and he is probably
 the figure with his back to us, his fiancée Sophia standing next to her
 future mother-in-law Frances, Lady Page-Turner, between Helen and
 Sir Gregory.

John Harris suggests that the family group provides the likely key
 to the purpose of this watercolour: to celebrate the wedding of Sir
 Gregory Page-Turner and the engagement of his younger brother
 in 1818. However, it is also an exceptional record of a regency park
 conceived by probably the foremost British garden designer of the
 early 19th century.



7

FRANCESCO ZERILLI (PALERMO 1793-1837)

A view of Palermo at the mouth of the Falco
signed with initials 'FZ.' (in ligature, lower right), also signed 'F.Z' (on
a rock, lower left), and inscribed 'F. ZERILLI DIPINSE' (lower left) and
'PALERMO/ PRESO DA BOCCA DI FALCO' (lower centre)
gouache on two sheets of paper, laid down on paper
64.8 x 115.2cm (25 1/2 x 45 3/8in).

£20,000 - 30,000

€28,000 - 42,000

US\$31,000 - 46,000

Provenance

With The Fine Art Society, London, 1985

The art market, Rome, early 1990s, where acquired by the
present owner

Exhibited

London, Fine Art Society, *Great Cities in the 19th Century*,
4-29 November, 1985, cat. no. 82

Literature

Great Cities in the 19th Century, 4-29 November, 1985, exh. cat.,
p. 74, cat. no. 82



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

A study of putti for the *Madonna del Rosario*, Osimo
red chalk on paper
20.7 x 32.7cm (8 1/8 x 12 7/8in).

£40,000 - 60,000

€56,000 - 84,000

US\$61,000 - 92,000

Provenance

From an album of 28 drawings by Guercino, purchased, probably in Bologna or Florence, between 1741 and 1746, by John Chaloner Chute (1701-76), who was resident in Italy during that period, and thence by descent in the Chute family, the Vyne, Basingstoke, Hants. Their sale, Sotheby's, London, 22 June, 1949, lot 1, where purchased by R. E. A. Wilson (who broke up the album, selling the drawings individually)¹
Private Collection, UK

Literature

D. Mahon and N. Turner, *The Drawings of Guercino in the Collection of Her Majesty the Queen at Windsor Castle*, Cambridge, 1989, pp. 57-8, under no. 98, and p. 188

The drawing is one of 28 red chalk studies by Guercino from an album, known as the Chute album, sold in a single lot at Sotheby's, London, in 1949 (see above). The studies must have been selected c. 1740 from the quantities of such red chalk drawings by the master which had passed by descent, along with the rest of his estate, to the painter's heirs, the Gennari family of Bologna. The intention of grouping them together in an album seems almost certainly to have been to sell it to a visitor on the Grand Tour, many of whom were British and Irish travellers and eagerly on the look-out for drawings by Italian masters. The purchaser was John Chaloner Chute, a friend of Horace Walpole (1717-1797), who acquired it during his Italian stay (1741-46), very likely in either Bologna or Florence, and it remained in the possession of his family until 1949.

At the time of its sale, or soon after, the late Sir Denis Mahon connected the present drawing with the putti in the upper half of *The Madonna of the Rosary, with Saints Dominic and Catherine of Siena*, an altarpiece that Guercino painted in 1642 for San Marco, Osimo, still in situ (fig. 1).² This had been commissioned in fulfilment of the wishes of Cardinal Agostino Galamini, bishop of Osimo and titular Cardinal of the church of the Aracoeli, in Rome, who had died in 1639. Guercino received a down-payment in August, 1641.³ In Malvasia's list of the painter's commissions, the altarpiece is cited under 1642, the year when it was designed and executed.⁴

In the picture, four putti appear in the sky to either side of the Virgin and Child in glory, one to the left and three to the right. They are winged and proffer or scatter roses in recognition of Sts Dominic and Catherine below.⁵ The Virgin and Child each hand a rosary to the saints as they kneel to receive them. The roses flourished by the putti in the sky are an allusion to these rosaries, or strings of beads. A worshipper praying to the Virgin uses these beads as mnemonic cues so that his prayers are said in correct order. Saints Dominic and Catherine are associated with the recitation of such prayers and so, too, with rosaries.



fig 1. *The Madonna of the Rosary, with Saints Dominic and Catherine of Siena*, by Guercino, San Marco, Osimo

The ex-Chute drawing was made early on in the preparatory process of the altarpiece. Of the four, two are winged and two hold roses. Only the putto in the centre is winged and has flowers in one hand. The pair of putti to the right of the drawing, one above the other, seems to be for the middle and lower putti in the upper right of the picture, but in reverse.⁶ The putto flying towards the spectator in the centre of the sheet presages the child angel in the top right, again in reverse. The one mostly in shadow, upper left, prefigures the solitary winged cherub in the top left.





fig 2. Study of Two Putti among Clouds, by Guercino / Image courtesy of Sotheby's

Two pen-and-ink drawings for the same group of putti to the upper right of the altarpiece have survived. One, formerly in the collection of Sir J. C. Robinson, is to be sold at Millon, Paris, on 15 June, and is a study for the same pair seen to the right of the ex-Chute drawing, but in reverse and so in the same sense as their painted equivalents, from which, however, they differ in many respects.⁷ In the ex-Sir J. C. Robinson collection drawing one of the putti holds a vase from which he takes the roses he is about to scatter.

The second pen-and-ink drawing, *Study of Two Putti among Clouds*, formerly Sotheby's, London, present whereabouts unknown, is in a similar, engraver-like style to that just mentioned (fig. 2).⁸ The two putti in this ex-Sotheby's drawing this time correspond, with differences, to those at the top and centre of the same group of three in the top right of the altarpiece.

We are grateful to Nicholas Turner for preparing this catalogue note.

Notes

¹ Sir Denis once told me that in order to have a record of the album's contents, he hired a photographer to take black-and-white photographs of all the drawings before the 1949 sale, while the volume was at Sotheby's. These still exist and are kept in his archive, now in the National Gallery of Ireland, Dublin. All of this material is undergoing conservation treatment prior to being made available to the public. Sir Denis himself was to own two of the drawings, now in the Ashmolean Museum, Oxford (see D. Mahon and D. Ekserdjian, *Guercino Drawings from the Collections of Denis Mahon and the Ashmolean Museum*, 1986, nos 28-9). There were six sheets from the

album in the British Museum's exhibition, *Drawings by Guercino from British Collections*, London, 1991, including the two from the Mahon collection. They are nos 55, 66, 73, 125, 135 and 138 of the British Museum catalogue.

² L. Salerno, *I dipinti del Guercino*, Rome, 1988, p. 282, no. 202.

³ *Il libro dei conti del Guercino 1629-1666* (a cura di B. Ghelfi), Bologna, 1997, pp. 110-11, no. 257.

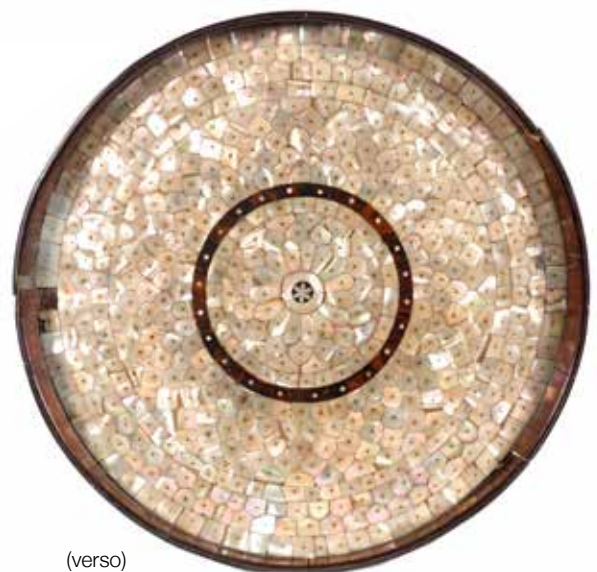
⁴ C. C. Malvasia, *Felsina Pittrice*, 1678, II, p. 373; 1841, II, p. 265.

⁵ One other painting from Guercino's mature period includes a putto holding a bunch of roses. This is *Madonna of the Rosary, with Sts Dominic and Catherine of Siena*, painted in 1637 for the Chiesa di San Domenico, Turin, also still in situ, in which the putto strides upright in the air, his body in shadow, as he lowers his bouquet towards the head of the Christ Child (Salerno, 1988, p. 255, no. 168).

⁶ While planning a composition with drawings, Guercino often reversed his figures to determine if they worked better the other way round. This seems to have occurred with three out of the four figures studied here. Two offsets from the present drawing, crudely retouched in the eighteenth century, are preserved in the Royal Library, Windsor Castle, providing evidence that such a reversal occurred (Mahon and Turner, 1989, p. 188, nos 642-3).

⁷ Pen and brown ink; 205 x 280 mm. The drawing is numbered on the reverse in the hand of Paolo Antonio Barbieri: 22/700. Formerly the collection of J C Robinson (L1433)

⁸ Pen and brown ink; 199 x 176 mm (Mahon and Turner, 1989, pp. 57-8, under no. 98). The drawing was sold at Sotheby's, London, 21 November 1974, lot 55).



(verso)

9

WORKSHOP OF JAN VAN DER STRAET CALLED GIOVANNI STRADANO (BRUGES 1523-1605 FLORENCE)

An Allegory of Africa

oil on panel, *tondo*, backed with Mother of Pearl, cut down
42.7cm (16 13/16in.) diameter

£5,000 - 7,000

€7,000 - 9,800

US\$7,600 - 11,000





11

10 *

GIUSEPPE BOTTANI (CREMONA 1717-1784 MANTUA)

Odysseus and Nausicaa; and Hermes guiding Odysseus on the island of Aeaea
the latter formerly signed 'IOSEPH BOTTANI PING. ROMA'
(presumably on the original canvas, according to a photograph on the reverse)

a pair, oil on canvas

48.6 x 74.6cm (19 1/8 x 29 3/8in). (2)

£12,000 - 18,000

€17,000 - 25,000

US\$18,000 - 28,000

Provenance

Sale, Parke Bernet, New York, 29 February 1952, lot 291 (as by Filippo Lauri, the property of Mrs. Leonard M. Thomas), where purchased by the present owner's family

Bottani treated the subject of the Odyssey more than once. Two works from his Mantuan period, now in the Pinacoteca Civica, Pavia, depict *Athena revealing the Island of Ithaca to Odysseus* and *Odysseus transformed into a beggar by Athena*. Richard Dalton is also known to have commissioned a pair of subjects from the Odyssey, on behalf of George III, when he was in Rome in 1763-4. Two others, commissioned at the same time, of *The Flight into Egypt* and *The Return to Nazareth*, remain in the Collection of her Majesty the Queen.

11

GAETANO RECCO (ACTIVE NAPLES, 17TH CENTURY)

Study of a philosopher
signed 'G.Recco' (on spine of book, centre right)
oil on canvas

81.7 x 63.5cm (32 3/16 x 25in).

£5,000 - 7,000

€7,000 - 9,800

US\$7,600 - 11,000

Provenance

Collection of the late David Wynne CBE, UK

We are grateful to Prof. Nicola Spinosa for confirming the attribution to Gaetano Recco based on a colour photograph.



12

DUTCH SCHOOL, CIRCA 1700

A shepherd and shepherdess with their flock seated before an extensive landscape

oil on canvas

64.4 x 83.8cm (25 3/8 x 33in).

£6,000 - 8,000

€8,400 - 11,000

US\$9,200 - 12,000

Provenance

The Wilton Gallery, London, where purchased by the present owner's uncle (as Herman van Swanevelt)



13

ABRAHAM BISSCHOP (DORDRECHT 1670-1731 MIDDELBURG)

Peacocks in an ornate garden

oil on canvas, upper corners made up

89.7 x 80.5cm (35 5/16 x 31 11/16in).

£5,000 - 7,000

€7,000 - 9,800

US\$7,600 - 11,000

We are grateful to Fred Meijer of the RKD for confirming the attribution to Abraham Bisschop from colour photographs and for suggesting a comparison to a similar work by Bisschop, signed and dated, offered at Christie's, London, 18 April 1997, lot 59 (see: RKD ref. 7420).



14^W

ANTONIO MERCURIO AMOROSI (COMMUNANZA 1660-1738)

A peasant boy with a girl holding a bird cage

oil on canvas

130.2 x 158.3cm (51 1/4 x 62 5/16in).

£20,000 - 30,000

€28,000 - 42,000

US\$31,000 - 46,000

Provenance

Sale, Christie's, London, 1 August 1952, lot 60 (to Joncher)

Sale, Sotheby's, New York, 21 May 1998, lot 131

Private Collection, UK

Early sources state that Amorosi's first genre scenes, a type to which the present work belongs, were commissioned by Juan Francisco Pacheco Tellez, Duke of Uceda (1649-1718) and mostly date from the early 18th century. During this period his portraits of youths and genre scenes were extremely popular, and reflect the growing Arcadian movement in 18th century Italy.



15

GASPARD DUGHET, CALLED GASPARD POUSSIN (ROME 1615-1675)

An extensive river landscape with a waterfall and huntsmen amongst the rocks in the foreground

oil on canvas

73.2 x 97.6cm (28 13/16 x 38 7/16in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

The Denis Lennox collection

Sale, Christie's, London, 4 May 1979, lot 93

Sale, Sotheby's, London, 8 July 1981, lot 62

Sale, Sotheby's, London, 16 December 1981, lot 45

Sale, Semenzato, Venice, 27 March 1986, lot 52

Private Collection, Italy

Literature

G.L. Marini *Catalogo Bolaffi della pittura italiana del '600 e del '700*, Turin, 1980, no. 3, p. 60, ill.

M-N Boisclair, *Gaspard Dughet 1615-1675*, Paris, 1986, p. 243, cat. no. 226, ill. fig. 268



16

STUDIO OF MICHELE MARIESCHI (VENICE 1710-1743)

An architectural *capriccio* with figures before a ruined arch; and Figures on a quayside with a village on the far bank

a pair, oil on canvas

71.2 x 98.2cm (28 1/16 x 38 11/16in). (2)

£30,000 - 50,000

€42,000 - 70,000

US\$46,000 - 76,000

The latter painting follows a composition by Michele Marieschi, now in a private collection, Italy.





17^W

GILLIS COIGNET I, CALLED AEGIDIUS QUINETUS (ANTWERP 1538-1599 HAMBURG)

An Allegory of Truth

signed and dated 'GCoignet ***/ao 1596 **' (on rock, lower right)

oil on canvas

181 x 141cm (71 1/4 x 55 1/2in).

£12,000 - 18,000

€17,000 - 25,000

US\$18,000 - 28,000

Provenance

Private Collection, Hungary

Literature

H. Miedema, 'Gilles I Coignet: De Waarheid verheven?' in *Oud Holland*, 2005, vol. 118, no. 3/4, p. 144, ill, no. I

Coignet is known to have used this composition for a further image of *Time revealing Truth* that was with Fernand Nidecker, Brussels in 1939 (see: RKD image 70367). In this latter painting, the iconography of the subject is explicit – Father Time is depicted as an old, winged man and Truth as a naked woman struggling against negative forces such as envy or falsehood clutching at her feet. In the present work, the artist presumably had similar intentions as he has used a very comparable composition. The figures at the feet of the naked woman must again represent vices of some description with the snake-haired figure of Envy being the most obvious. The central female nude is held by fetters, suggesting her struggle against man's base thoughts or desires. However, the male figure depicted behind her is less clear. He is shown as an elderly winged man with the legs of a goat and whilst he is not an obvious depiction of Pan, it is possible that he may be interpreted as such and therefore as a god of all material substances or of the wisdom that governs nature. So the present work may perhaps be understood as an allegory of the moral struggle of Truth or Innocence against Vice with the aid of wisdom or knowledge.



18

**STUDIO OF GIUSEPPE CESARI, CALLED IL CAVALIER
D'ARPINO (ROME 1568-1640)**

Susanna and the Elders

oil on copper

51.2 x 31.5cm (20 3/16 x 12 3/8in).

£10,000 - 15,000

€14,000 - 21,000

US\$15,000 - 23,000

The present painting is a studio replica of d'Arpino's *Susanna and Elders* of circa 1606 now in the Gallerie di Siena. A further simplified version, in a private collection in Cheshire, is also known and it is to this latter work that the present *Susanna* comes closest (see: H. Roettgen, *Il Cavalier Giuseppe Cesari d'Arpino*, Rome, 2002, p. 375, cat. nos. 129 and 130).

We are grateful to Professor Hewarth Roettgen for confirming the attribution to the studio of d'Arpino on the basis of a colour photograph.



19

19

GEORGE MORLAND (LONDON 1763-1804)

An encampment with gypsies and a donkey by a cottage
signed 'G. morland' (lower right)

oil on canvas

46.5 x 61.2cm (18 5/16 x 24 1/8in).

£5,000 - 7,000

€7,000 - 9,800

US\$7,600 - 11,000

Provenance

James Crathern, Montreal, by descent to his daughter

Annie McArthur, by descent to her daughter

Mrs L. Gerald Hansard, Ascot, by descent to the present owner

20

**CIRCLE OF BARTHOLOMEUS BREENBERGH (DEVENTER
1598-1657 AMSTERDAM)**

An Italianate landscape with a round, blind colonnade temple, drovers
with their cattle by cascades; and A coastal *capriccio* with a ruined
tower

a pair, oil on copper

16.7 x 21.9cm (6 9/16 x 8 5/8in). (2)

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000



21

JACOPO FABRIS (VENICE CIRCA 1689-1761 COPENHAGEN)

The Piazza del Campidoglio, Rome, with the Cordonata and the church of Santa Maria in Aracoeli

oil on canvas

35.1 x 56.2cm (13 13/16 x 22 1/8in).

£30,000 - 50,000

€42,000 - 70,000

US\$46,000 - 76,000

Provenance

Sale, Christie's New York, 19 April 2007, lot 316 (for \$204,000), where purchased by the present owner

The present work is offered with a written expertise from Dario Succi suggesting an attribution to the Master of the Langmatt Foundation Views, now identified as Apollonio Domenichini (Venice 1715 - circa 1770) and also suggesting a date of circa 1750.





22 ★ W

**FRANCESCO SOLIMENA (CANALE DI SERINO 1657-1747
BARRA DI NAPOLI) AND STUDIO**

Christ and the woman from Samaria

oil on canvas

153 x 207.6cm (60 1/4 x 81 3/4in).

£20,000 - 30,000

€28,000 - 42,000

US\$31,000 - 46,000

Provenance

Private Collection, Switzerland

We are grateful to Professor Nicola Spinosa for endorsing the attribution and proposing a date of execution to circa 1685-90 (verbal communication). Professor Riccardo Latuada examined the painting and confirms the attribution to Solimena and studio (verbal communication).



23

ELENA RECCO (ACTIVE NAPLES, 17TH CENTURY)

A sea turtle with an assortment of fish and squid spilling from a basket
oil on canvas

97.1 x 72.5cm (38 1/4 x 28 9/16in).

£7,000 - 10,000

€9,800 - 14,000

US\$11,000 - 15,000

We are grateful to Prof. Nicola Spinosa for confirming the attribution to Elena Recco on the basis of a colour photograph.



24

JOHANNES BOUMAN (STRASBOURG 1601-1658 UTRECHT)

Apples, pears and plums in a basket with hazelnuts

oil on panel

42.2 x 53.2cm (16 5/8 x 20 15/16in).

£10,000 - 15,000

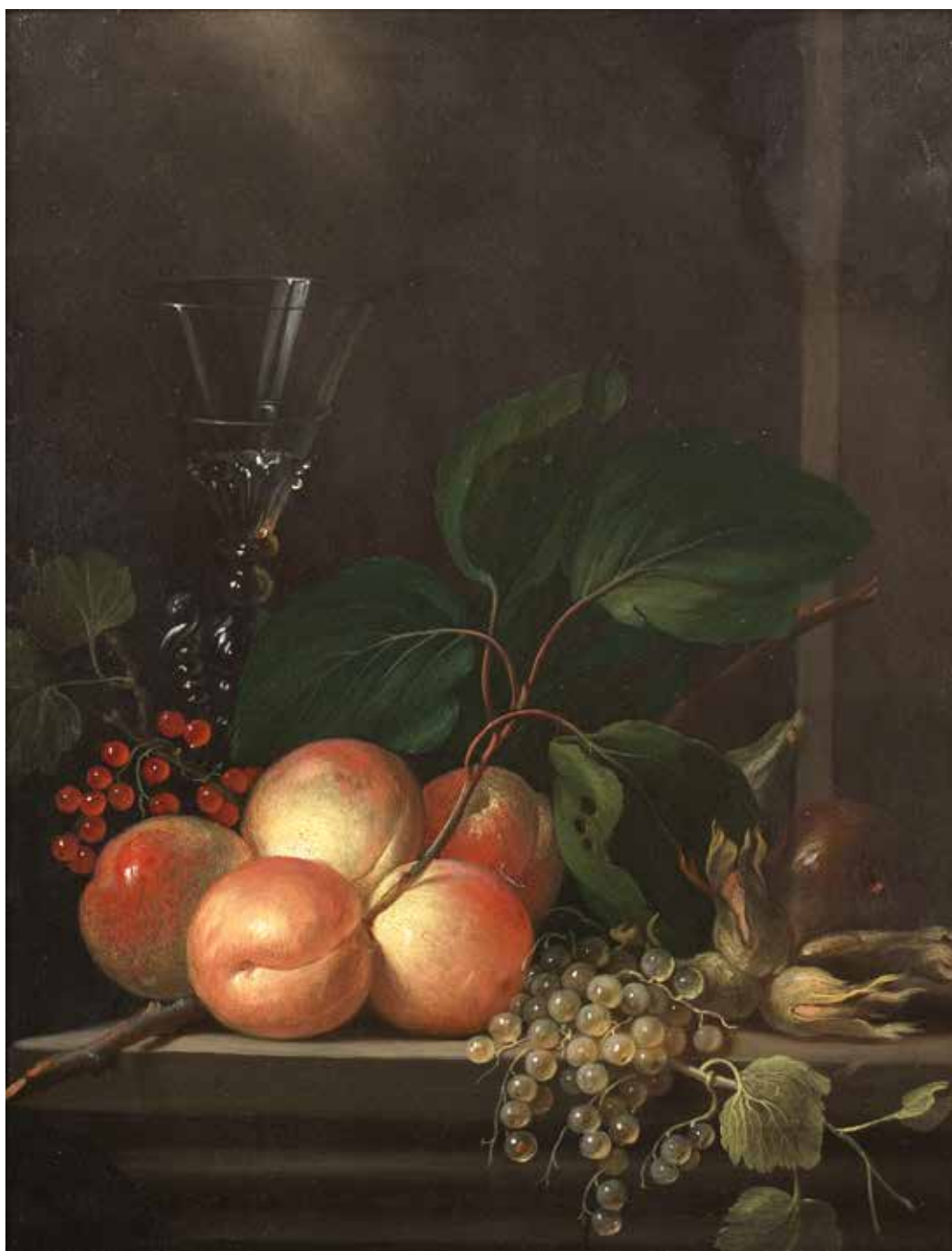
€14,000 - 21,000

US\$15,000 - 23,000

Provenance

With Blaise Preston Ltd., 1958

The present work can be compared to a similar still life by Bouman, offered at Christie's, London 29 November 1974, lot 25 (see: RKD ref. 259891).



25

MICHEL BOUILLON (?ERE 1638-1673 ?)

Peaches, grapes, redcurrants, white currants, hazelnuts and a glass
on a stone ledge

signed and dated 'M.D.Bou***/16***' (upper right)

oil on copper

34.3 x 29.1cm (13 1/2 x 11 7/16in).

£6,000 - 8,000

€8,400 - 11,000

US\$9,200 - 12,000



26

**APOLLONIO DOMENICHINI, ALTERNATIVELY IDENTIFIED
AS THE MASTER OF THE LANGMATT FOUNDATION VIEWS
(ACTIVE VENICE CIRCA 1740-1760)**

The Grand Canal, Venice, with a view of The Rialto Bridge from the South; and The entrance to the Grand Canal, Venice, looking west
a pair, oil on canvas

54.1 x 78.8cm (21 5/16 x 31in). (2)

£50,000 - 70,000

€70,000 - 98,000

US\$76,000 - 110,000



Provenance

The Collection of Donald Howard, 3rd Baron Strathcona and Mount Royal, London, before 1957

Literature

'Living with Satinwood and Venetian Masters in a small London flat', in *The Connoisseur*, October 1957, vol. CXL, no. 564, pp. 87-8, ill. figs 1 and 2 (as by Jacopo Marieschi and in the collection of Lord Strathcona)

This master has been associated with the studio which produced a set of nine pictures in the Langmatt Foundation, Baden, who in turn has been identified as Apollonio Domenichini (active circa 1740-1760).

We are grateful to Charles Beddington for confirming the attribution to the Master of the Langmatt Foundation Views on the basis of photographs.



(actual size)

27 Y

JOSÉ DE PAEZ (ACTIVE MEXICO, 1720-CIRCA 1790)

The Madonna and Child
signed 'Paez fecit' (centre right)

oil on copper, oval

overall 12.6 x 10.5cm (4 15/16 x 4 1/8in).

encased in tortoiseshell

£7,000 - 10,000

€9,800 - 14,000

US\$11,000 - 15,000

This small scale painting on copper is an *escudo de monja* (a nun's shield), a type of devotional badge worn by Conceptionist and Jeronymite nuns in New Spain as part of their religious dress. Initial production of these badges in the 17th century was a response to a set of partial reforms regulating religious dress and forbidding luxurious adornments, particularly those made of gold, stone and enamel. These badges were typically painted on copper or vellum and encased in tortoiseshell rather than gold frames. There are *escudos* by Jose de Paez in the collection of the Hispanic Society of America, New York and further works by him in the Museo Soumaya, Mexico.



28

PIERRE MIGNARD (TROYES 1612-1695 PARIS)

Portrait of a lady, half-length, in a blue dress with a gold shawl

oil on copper, oval

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

£4,000 - 6,000

€5,600 - 8,400

US\$6,100 - 9,200

29^W

GIUSEPPE NUVOLONE (MILAN 1619-1703)

Christ and the Woman taken in Adultery

oil on canvas

124.8 x 109.6cm (49 1/8 x 43 1/8in).

unframed

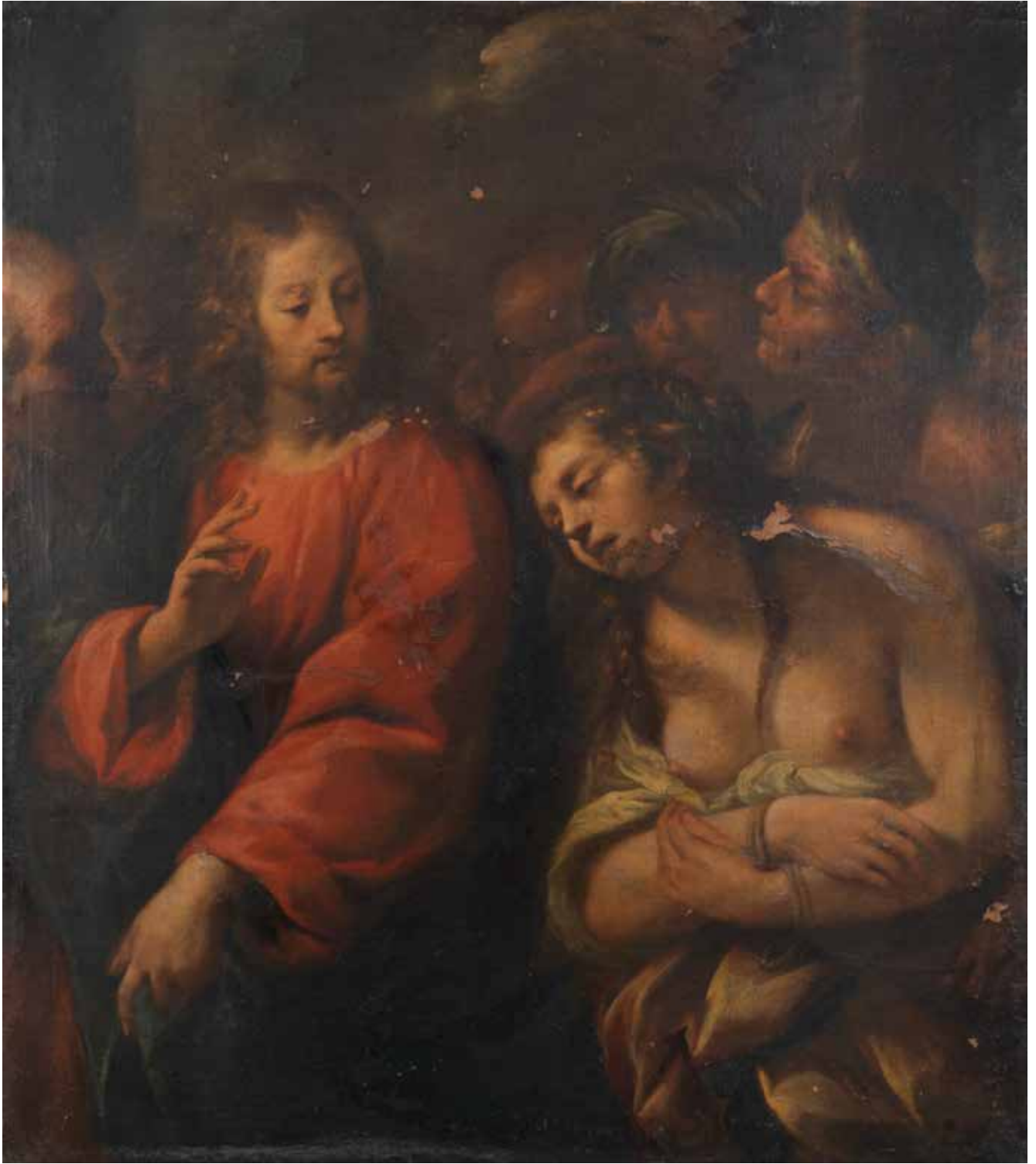
£15,000 - 20,000

€21,000 - 28,000

US\$23,000 - 31,000

Provenance

Purchased by the present owner's late father in the 1930s





30

**ANGELO MARIA COSTA (PALERMO CIRCA 1670-CIRCA 1721
?NAPLES)**

A Mediterranean port scenes with classical ruins and naval
engagements between Turks and Christians beyond
each signed with monogram 'A.M.C' (lower left)

a pair, oil on canvas

38.4 x 75.9cm (15 1/8 x 29 7/8in). (2)

£10,000 - 15,000

€14,000 - 21,000

US\$15,000 - 23,000

Provenance

With Newhouse Galleries, New York

Sale, Christie's, New York, 29 January 1999, lot 21

Angelo Maria Costa, an artist little is known about, was born in
Palermo in the 1670s and is documented in Naples between 1696 and
1721, where he was imprisoned for theft. The present paintings show
the Neapolitan influence of Leonardo Coccorante and Gennaro Greco.





31^w

**NICHOLAS HENRY JEAURAT DE BERTRY
(PARIS 1728-CIRCA 1796)**

A naturalist manual and objects resting on a table above a globe and musical instruments; and A writing desk with an inkwell, a half-burnt candle, and various papers the first signed and dated 'Jeurat de Bertry / Pxit En 1775.' (on the sheet of music, lower centre) and the latter signed and dated 'Jeurat de Bertry / pxit 1777.' (on basket, lower right)

a pair, oil on canvas

90.2 x 117.5cm (35 1/2 x 46 1/4in). (2)

£50,000 - 70,000

€70,000 - 98,000

US\$76,000 - 110,000



Provenance

Sale, Piasa, Paris, 26 June 2009, lot 76 (sold for £95,000), where purchased by the present owner

Literature

M. and F. Fare, *Vie Silencieuse en France, La Nature Morte en France au XVIIIe siècle*, Fribourg, 1976, p. 200, fig. 304 and 305, described as 'Le Desordre d'un Cabinet sert de thème à Jeaurat de Bertry dans deux compositions traitées librement en devants-de cheminée. L'une signée et datée de 1775 assemble maints objets sur une table: coquilles, silex, serpent dans un bocal, Manuel du naturaliste dédiée à M. de Buffon nous avertissent sur les goûts de l' amateur. Sous le meublé sont entassés un globe et des volumes dont un livre de musique avec pages froissées: Les danses amusantes, un violon, un cor, une flute. L'autre devant de cheminée, signé et daté 1777 est composé, en trompe l'oeil, d'un fauteuil et d'un bureau de marqueterie; sur le bureau sont posés un bougeoir, un encrier et différents objets: oraison funèbre, dictionnaire de l' industrie, lettre adressée à Monsieur Duchesne, contrôleur des rentes, rue Saint André-des-Arts.'

32

**JAN FRANS VAN BLOEMEN, CALLED ORIZZONTE (ANTWERP
1662-1749 ROME)**

A view of Rome with the Torre delle Milizie in the distance

oil on canvas

65.8 x 98.3cm (25 7/8 x 38 11/16in).

£12,000 - 18,000

€17,000 - 25,000

US\$18,000 - 28,000

This hitherto unknown work shows a subject that was until now only known through the drawing of this view by Orizzonte in The Hermitage, Saint Petersburg (Inv. 5864), which is signed and dated 1699 (see: fig 1. and A. Busiri Vici, *Jan Frans van Bloemen, Orizzonte*, Rome, 1974, cat. no. 9d). A companion to this drawing is of the Parco del Colle Oppio and the present subject appears to be taken from the Parco del Colle Oppio looking north-west towards the Torre delle Milizie and the Quirinal Hill.



fig 1. Veduta Romana con una Torre, by Jan Frans van Bloemen,
The Hermitage, Saint Petersburg





33

AFTER CLAUDE JOSEPH VERNET, 18TH CENTURY

La Marina di Anzià

oil on canvas

74.1 x 99.2cm (29 3/16 x 39 1/16in).

£12,000 - 18,000

€17,000 - 25,000

US\$18,000 - 28,000

The present lot is after Vernet's original work which was with Galerie Saint-Luc, Rome in 1920s, with minor differences.



THE PROPERTY OF A PRIVATE TRUST

34 *

JEAN-BAPTISTE PATER (VALENCIENNES 1695-1736 PARIS)

Halte de Chasse

oil on canvas

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

£150,000 - 250,000

€210,000 - 350,000

US\$230,000 - 380,000

Provenance

Laurent Richard, by whom offered

Sale, 7 April 1873, lot 42 (12,300 fr.)

Comte A. de Camondo, by whom offered

Sale, 1893, lot 19 (16,000 fr.)

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

George Crocker

His sister, Mrs Charles B. Alexander, 1928

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

Exhibited

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

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

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

Literature

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

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

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

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







OTHER PROPERTIES

35 *

ATTRIBUTED TO PIETER HARDIME (ANTWERP 1677-1758)

Roses, tulips, carnations and other flowers in a glass vase, with honeysuckle and morning glory on a stone ledge; and Tulips, carnations, chrysanthemums and other flowers in a glass vase with roses on a stone ledge

a pair, oil on canvas

90.2 x 71.2cm (35 1/2 x 28 1/16in). (2)

£30,000 - 50,000

€42,000 - 70,000

US\$46,000 - 76,000

Provenance

Sale, Sotheby's, London, 11 July 2002, lot 218 (as Pieter Hardime)

Sale, Christie's, London, 8 July 2009, lot 176, where purchased by the present owner





36

THOMAS DE PAEP (MECHELEN CIRCA 1628-1670)

A split melon, lemon, grapes, figs and other fruit on a draped table-top
signed 'Thomas de paep' (centre left)

oil on canvas

53.2 x 72.5cm (20 15/16 x 28 9/16in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

Private Collection, Germany

We are grateful to Fred Meijer of the RKD for confirming the attribution
to Thomas de Paep upon first-hand inspection.



THE PROPERTY OF A COLLECTOR, ILLINOIS (LOTS 37-42)

37 *

JAN OLIS (GORINCHEM CIRCA 1610-1676 HEUSDEN)

An elegant company merrymaking in an interior

oil on panel

39.4 x 54.6cm (15 1/2 x 21 1/2in).

£5,000 - 7,000

€7,000 - 9,800

US\$7,600 - 11,000

Provenance

With Alfred Bader, Milwaukee, 2001, where purchased by the present owner's late father

Exhibited

New York, Albany Institute of History and Art, *Matters of Taste: Food and Drink in Seventeenth-century Dutch Art and Life*, 17 September-7 December 2002 (as Anthonie Palamedesz.)

South Hadley, Massachusetts, Mount Holyoke College Art Museum, *Wine and Spirit: Rituals, Remedies, and Revelry*, 2 September-12 December 2010, fig. 10 (as Anthonie Palamedesz.)



38 *

CIRCLE OF QUENTIN MATSYS (LEUVEN 1466-1530 ANTWERP)

The Madonna and Child

oil on panel

37.5 x 29.2cm (14 3/4 x 11 1/2in).

£10,000 - 15,000

€14,000 - 21,000

US\$15,000 - 23,000

Provenance

Julius Böhler, Munich, 1915

Private collection (Burnova), Czechoslovakia, by 1942, by whom offered

Sale, Sotheby Parke Bernet, New York, 5 November 1942, lot 41 (\$625, to C.H. Lock)

Private Collection, Canada, by whom offered

Sale, Sotheby's, New York, 5 June 2009, lot 30, where purchased by the present owner's late father

The present composition is derived from a lost original by Matsys. The composition is also a variation on *Virgin and Child Enthroned* by Matsys in the National Gallery, London (inv. no. NG6282), as well his *Madonna and Child at half-length with Angels* in the Musées Royaux des Beaux-Arts, Brussels (inv. 6647).



39 *

**STUDIO OF FRANCESCO FRANCIA
(BOLOGNA CIRCA 1450-1517)**

The Madonna and Child with the Infant Saint John the Baptist
oil on panel
51.2 x 39.4cm (20 3/16 x 15 1/2in).

£6,000 - 8,000

€8,400 - 11,000

US\$9,200 - 12,000

Provenance

Louis Fournier, Paris
Sale, Frederick Muller & Cie., Amsterdam, 24 June 1924, lot 6 (as Francia), where purchased by Frederick W. Schumacher, Columbus, Ohio, and by bequest to the Columbus Museum of Art, Ohio, 1957, by whom offered Sale, Christie's, New York, 27 January 2010, lot 166, where purchased by the present owner's late father

Literature

K. Paris, ed., *The Frederick W. Schumacher Collection*, Columbus, 1976, pp. 140-141, as 'School of Francia'
E. Negro, et al., *Francesco Francia e la Sua Scuola*, Modena, 1998, pp. 236-7, no. 146, as 'School of Francia'



40 *

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

Saint John the Baptist

oil on copper, *tondo*

22.5cm (8 7/8 in). diameter

£5,000 - 10,000

€7,000 - 14,000

US\$7,600 - 15,000

Provenance

Possibly The Collection of Prince and Count Nicolaus Pongracy, Lord
of Castle Siklos, Hungary

With E.S. Voelker, 1999, where purchased by the present owner's late
father



41 *

MOYSES VAN UYTENBROECK (THE HAGUE CIRCA 1590-1648)

Narcissus

dated '1626. f' (on stone, lower right)

oil on panel

25.6 x 39.3cm (10 1/16 x 15 1/2in).

£5,000 - 7,000

€7,000 - 9,800

US\$7,600 - 11,000

Provenance

Dr. E Schapiro, London, before 1956

Private Collection, USA, by whom offered

Sale, Sotheby's, New York, 22 May 1997, lot 147

Exhibited

Zurich, Kunsthaus, *Unbekannte Schönheit*, 1956, cat. no. 259

Literature

U. Weisner, 'Die Gemälde des Moyses van Uytenbroeck', in *Oud Holland*, vol. 79, 1964, p. 222, cat. no. 35



42 *

SIMON PIETERSZ. VERELST (THE HAGUE 1644-1721 LONDON)

Tulips, poppies, an iris, convolvuli and other flowers in a glass vase
with hovering butterflies

oil on canvas

86.1 x 77cm (33 7/8 x 30 5/16in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

Sale, Christie's, New York, 15 January 1988, lot 119

Sale, Sotheby's, New York, 28 January 2011, lot 58, where purchased
by the present owner's father

We are grateful to Fred Meijer of the RKD for confirming the attribution
to Simon Verelst upon first-hand inspection at the time of the last sale.



OTHER PROPERTIES

43

ATTRIBUTED TO JUSTUS VAN HUYSUM THE ELDER (AMSTERDAM 1659-1716)

Roses, morning glory, poppies and other flowers in a terracotta urn
signed with monogram 'I.V.H.' (lower centre)

oil on canvas

88.2 x 71.5cm (34 3/4 x 28 1/8in).

£5,000 - 7,000

€7,000 - 9,800

US\$7,600 - 11,000

We are grateful to Fred Meijer of the RKD for suggesting, after first-hand inspection of the painting, that the present still life may be a collaboration between Justus van Huysum I and Jan van Huysum, dating from circa 1700. While believing that 'the traditional attribution to Justus van Huysum the Elder is probably correct (compare, for instance RKD ref. 196775), it is more restrained than most flower paintings by Justus and strongly reminiscent of early work by Jan van Huysum. The execution is somewhat bolder than with Jan, but the type of composition is closer to his. The swirl of morning glory at the bottom, for example, is something we find in several early works by him (such as RKD ref. 10916) and the central cluster of roses appears identically in a painting by Jan from circa 1716 (RKD ref. 117829).'



44

**FOLLOWER OF JAN FRANS VAN BLOEMEN, CALLED
ORIZZONTE (ANTWERP 1662-1749 ROME)**

Figures resting before a Roman villa, within a painted oval; and Figures
resting before a town, within a painted oval
a pair, oil on canvas
98.6 x 74.2cm (38 13/16 x 29 3/16in). (2)

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000

A second pair (approximately 101 x 76cm) ascribed to the circle of
Jan Frans van Bloemen and showing the same compositions were
offered at Bonhams, New York on 23 April 2008, lot 10.





45

**CIRCLE OF JÜRGEN OVENS (TÖNNING 1623-1678
FRIEDRICHSTADT)**

Saint Cecilia

oil on canvas

67.9 x 54.1cm (26 3/4 x 21 5/16in).

£4,000 - 6,000

€5,600 - 8,400

US\$6,100 - 9,200

Provenance

With Asscher, Koetser and Welker, London, 1924

With Agnews, London, 1926

Art market, London, 1974

Major J.S. Courtauld, Burton Park, Petworth, and by descent to

Miss Jeanne Courtauld, by whom sold to

Private Collection, UK

Literature

J.W. von Moltke, *Arent de Gelder*, Ghent, 1994, p. 178, R. 39, fig. 87
(as a rejected work)



46

ATTRIBUTED TO GERARD VAN SOEST (SOEST CIRCA 1600-1681 LONDON)

Portrait of a gentleman, bust-length, in a brown cloak, before an open landscape

oil on canvas

77 x 64.1cm (30 5/16 x 25 1/4in).

unframed

£5,000 - 7,000

€7,000 - 9,800

US\$7,600 - 11,000

ADRIAEN VAN DER WERFF (KRALINGER AMBACH 1659-1722 ROTTERDAM)

Noli me Tangere

signed and dated 'Chevr vr/ Werff fec./1719' (lower left)

oil on panel

71.2 x 52.4cm (28 1/16 x 20 5/8in).

£30,000 - 50,000

€42,000 - 70,000

US\$46,000 - 76,000

Provenance

Possibly sold directly from the artist via Lambert van der Truijn to Gregory Page, Greenwich, 1722

Sold by his heirs in 1783 via Bertels to King Louis XVI (1754-1793), Paris

To a Citoyen le Rouge, December 1796 (in exchange for a portrait by Poussin)

Count Sergei Stroganoff (1795-1882), Saint Petersburg

Their estate sale, Lepke, Berlin, 12-13 May 1931, lot 95 for DM 1600 (as dated 1718)

With Galerie Thannhauser, from whom purchased by 1934

Private Collection, The Netherlands, by 1950

Sale, Sotheby's, Amsterdam, 10 May 2005, lot 118 (the Property of a Lady), where purchased by the present owner

Literature

Possibly J. van Gool, *Die nieuwe Schouburg der Nederlantsche Kunstschilders en schilderessen*, vol. II, The Hague, 1751, p. 389 (erroneously described as *eene Maria met de vrouwen aen het graf*)

Possibly R. and J. Dodsley, *London and its Environment Described*, vol. I, London, 1761, p. 320

Possibly T. Martin, *The English Connoisseur*, Dublin, 1767, vol. II, p. 61

Possibly J. Smith, *A Catalogue Raisonne...*, vol. IV, London, 1833, p.213, no. 119

G. F. Waagen, *Die Gemäldesammlung in der Kaiserlichen Ermitage zu St. Petersburg nebst Bemerkungen über andere dortige Sammlungen*, Munich, 1864, p. 404

Possibly F. Engerand, *Inventaire des Tableaux commandes et achetés par la Direction des Batiments du Roi (1709-1792)*, Paris, 1901, pp. 569-70

Possibly C. Hofstede de Groot, *Beschreibende und Kritische Verzeichnis...*, vol. X, Stuttgart, 1928, p. 256, no. 76 (as *Die Madonna am Grab*)

Possibly Y. Conterel-Besson, *La Naissance du Musée du Louvre*, Paris, 1981, vol. II, p. 161

B. Gaetgens, *Adriaen van der Werff*, Munich, 1987, pp. 343-44, cat. no. 91

Engraved

L. Petit in *Musee Francais* (according to Gaetgens)

The present work is comparable to Adriaen van der Werff's *Incredulity of Thomas*, also dated 1719, and mentioned by Van der Werff in his stocklist of 1722 as well as in his notebook directly after the *Noli me Tangere* (see: Gaetgens, p. 343, cat.no. 90, ill. p. 344). A preliminary drawing for the latter picture is in the Albertina, Vienna (*idem*, p. 354, ill. fig. 90c).

In 1722, the year of Van der Werff's death, the English collector Gregory Page purchased fourteen paintings by the artist. It is possible that the present painting was amongst these and mentioned in Van der Werff's stockbook:

*1 Stuk Hoog 27 duim, breed 20 ½ duim [c. 68.6 by 52 cm.]
geschildert ano 1719/verbeeldende Maria Magdalena aen het graft./
met de Heere Christus. Daer zij meinde dat het/den Hovenier was. Het
kost in Tijd 18 weken/f 2700... maer zegge met Lijst en kas. f3200...
Dit ook verkogt en geleverd op/ den ii mej 1722/aen mr Lambert/
van der Truijn/voor een heer in Engeland/ voor de somma/van f3000
(idem, p. 445, doc. 7, fol. 2, reproduced p. 447).*

Van der Werff worked closely with his brother Pieter and a notebook he kept between 1716 and 1722 provides precise records of the hours the pair spent on each work. It is plausible that part of the present painting may have been executed by Pieter. However, the figures and foreground seem to be entirely the work of Adriaen.

The **Provenance** and **Literature** listed above differs from those given by Gaetgens as it seems that two paintings were confused in his book. An unsigned *Noli me Tangere*, showing Christ as a gardener, resting on a spade before a cave, on canvas and not signed or dated was with Goudstikker, Amsterdam by 1923, and it is plausible that this is the painting referred to by Hofstede de Groot. The signature and date of the present lot, and the similarities to the *Incredulity of Thomas*, are strong indications that the present painting is identical with the one in the Page and Louis XVI collections.





48

ENGLISH SCHOOL, 18TH CENTURY

Portrait of a gentleman, traditionally identified as John Hartley (1735-1801) of Whitehaven, half-length, in a red coat; and Portrait of lady, traditionally identified as Elizabeth Hartley (1738-1815), half-length, in a pink dress with blue bows

a pair, oil on canvas

91.6 x 72.1cm (36 1/16 x 28 3/8in). (2)

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000







THE PROPERTY OF A EUROPEAN FAMILY (LOTS 49 AND 50)

49

JAN VAN KESSEL THE ELDER (ANTWERP 1626-1679)

A still life of tulips, a crown imperial, snowdrops, lilies, irises, roses and other flowers in a glass vase with a lizard, butterflies, a dragonfly and other insects

signed and dated 'J v Kessel fecit/1652' (lower right)

oil on copper

78.7 x 60.5cm (31 x 23 13/16in).

£300,000 - 500,000

€420,000 - 700,000

US\$460,000 - 760,000

Provenance

José María Echeverri Chacón Vargas Messía, VIII Count of Villalcázar de Sirga, 3rd Count of Buenavista de la Victoria, (1749-1827), and thence by descent to the present owners

Literature

Don A. Ponz, *Viage de España, en que se da noticia de las cosas mas apreciables, y dignas de saberse, que hay en ella*, Madrid, 1794, vol. XVIII, pp. 235-236

M-L. Hairs, *Les Peintres flamands des Fleurs au XVIIe siècle*, Brussels, 1985, p. 296

K. Ertz & C. Nitze-Ertz, *Die Maler Jan van Kessel*, Lingen, 2012, p. 297, no. 491 (the details pertaining to this painting are incorrect, the correct details are those given to no. 489).

The compositions of the present painting and the following lot belong to an original series of paintings executed around 1652. It is believed from a set of engravings that once belonged to the owner's family that there were sixteen flower still lifes painted in eight different vases. The present and following panel appear to be the largest of this series which otherwise range in size from 76 x 59 cm. to 77.5 x 60 cm. The series includes five 'pairs' of identical vases/glasses and pedestals/tables (like these) and one (that probably lost its pendant) in a plain porcelain vase. These paintings exceed in scale and ambition anything else that the artist ever attempted. Two of these paintings from the same collection were sold in these rooms on the 14 December, 1999: lot 77, *A still life of flowers in a blue and white porcelain vase* (sold for £749,500) and lot 78, *A still life of flowers in a roemer on a stone pedestal* (sold for £639,500). Lot 77 appears to have been a pendant to a similar composition, signed and dated 1652, of almost identical dimensions and painted on copper in the Heinz family collection (see I. Bergstrom in the catalogue of the exhibition, *Still Life of the Golden Age, Northern European Paintings from the Heinz family collection*,

National Gallery of Art, Washington D.C. and Museum of Fine Arts, Boston, 14 May - 13 Dec, 1989, cat. no. 21, p. ill. 112). Four other paintings from the series are also illustrated (see I. Bergstrom, op. cit., p. 113, figs. 2,3,4). Two further examples of these paintings were sold at Christie's, New York, 31 May 1991: lot 86, *Flowers in a glass vase with a caterpillar and a beetle on a ledge* (sold for \$495,000) and lot 87, *Flowers in a Chinese Transitional blue and white jardinière* (sold after the sale).

This painting and the following lot were acquired by a forebear of the current owners, José María Echeverri Chacón Vargas Messía, VIII Count of Villalcázar de Sirga, 3rd Count of Buenavista de la Victoria. Born in Malaga, the Count established as his main residence the Count of Buenavista Palace which was built between 1530 and 1540 and which is now the Picasso Museum of Malaga, having been declared a national monument in 1939. He married Josefa Joaquina Pérez del Pulgar and they had one daughter. The family's country property was El Retiro de Santo Tomás in Churriana (near Malaga) which was built in 1669 by the Bishop of Malaga, Fray Alonso de Santo Tomás, illegitimate son of Philip IV of Spain. It was here that the Count based and added to the family collection of paintings which included works by Juan de Arellano, Margarita Caffi and the set of sixteen large-scale copper panel paintings of flowers by Jan van Kessel the Elder of which the present work forms a part.

Bergstrom argued that 'although we do not know what van Kessel the Elder painted for Philip IV, it is tempting to assign the series of eight [sic] monumental flower pieces on solid copper plates, which surpass in size by far his pictures of bouquets to that circumstance. The number and size of these pictures leads one to believe that they were commissioned by an important patron' (Bergstrom, loc. cit., p. 113). It is very possible that the series may indeed have been a royal commission which passed into the present owner's family through the connection with the Bishop of Malaga. Although Jan van Kessel the Younger is recorded as staying in Madrid, where he became court painter to Philip IV, it is not recorded that Jan van Kessel the Elder travelled to Spain. It appears, however, that this series formed a commission for a major Spanish collector. A tradition of Flemish painting in Spain was firmly established by the mid-seventeenth century which stemmed from the strong links between Flanders and Spain encouraged by the Archduke Albert and the Infanta Isabella, daughter of Philip II of Spain. Bergstrom speculated that van Kessel was introduced to Philip IV by Daniel Seghers, his Antwerp contemporary and we know that Seghers had important Spanish patrons from his remaining inventories.







50

JAN VAN KESSEL THE ELDER (ANTWERP 1626-1679)

A still life of tulips, irises, apple blossom, roses, convolvulus, gooseberries and other flowers in a glass vase with shells, caterpillars, a dragonfly and other insects

signed and dated 'J van Kessel fecit Anno 165*' (lower left)

oil on copper

79 x 60.5cm (31 1/8 x 23 13/16in).

£300,000 - 500,000

€420,000 - 700,000

US\$460,000 - 760,000

Provenance

José María Echeverri Chacón Vargas Messía, VIII Count of Villalcázar de Sirga, 3rd Count of Buenavista de la Victoria, (1749-1827), and thence by descent to the present owners

Literature

Don A. Ponz, *Viage de España, en que se da noticia de las cosas mas apreciables, y dignas de saberse, que hay en ella*, Madrid, 1794, vol. XVIII, pp. 235-236

M-L. Hairs, *Les Peintres flamands des Fleurs au XVIIe siècle*, Brussels, 1985, p. 296

K. Ertz & C. Nitze-Ertz, *Die Maler Jan van Kessel*, Lingen, 2012, p.296, no.489 (the notes pertaining to no. 489 are incorrect, the correct details for this painting are those given to no. 490).

For a discussion of the present composition, see the previous lot.



OTHER PROPERTIES

51

PAOLO DE MATTEIS (CILENTO 1662-1728 NAPLES)

The Marriage of the Virgin

signed 'Paulus de Mat****' (lower left)

oil on canvas

100.7 x 83.5cm (39 5/8 x 32 7/8in).

£10,000 - 15,000

€14,000 - 21,000

US\$15,000 - 23,000

Provenance

Ramón María de Urbina y Gaytán de Ayala, 2nd Marqués de la Alameda (1751-1824) and thence by descent to the present owner

Literature

Ismael Gutiérrez Pastor, 'La serie de la *Vida de San Francisco Javier* del Colegio Imperial de Madrid (1692) y otras pinturas de Paolo de Matteis en España', in *Anuario del Departamento de Historia y Teoría del Arte (U.A.M.)*, vol. XVI, 2004, pp. 106-108, ill. fig. 11

The present work and the following two lots are three of six in a series that de Matteis painted depicting the *Life of the Virgin* during the last decade of the 17th century. The inspiration for these figures was derived from the models of his master, Luca Giordano.

The 2nd Marqués de la Alameda was mayor of Vitoria and leader of Álava province council in 1801. His art collection was mentioned by two distinguished travellers, Jovellanos and W. von Humboldt, and included important works by Titian and Murillo. The paintings remained in his palace in Vitoria (see fig. 1) until the early 1920s, when he divided his collection.



fig 1. Palacio del Marqués de Alameda, Vitoria





52

PAOLO DE MATTEIS (CILENTO 1662-1728 NAPLES)

The Adoration of the Shepherds

oil on canvas

100.8 x 83.7cm (39 11/16 x 32 15/16in).

£10,000 - 15,000

€14,000 - 21,000

US\$15,000 - 23,000

Provenance

Ramón María de Urbina y Gaytán de Ayala, 2nd Marqués de la Alameda (1751-1824) and thence by descent to the present owner

Exhibited

Vitoria, *Exposicion Mariana*, October 1954 (according to a label on the reverse)

Literature

Ismael Gutiérrez Pastor, 'La serie de la *Vida de San Francisco Javier* del Colegio Imperial de Madrid (1692) y otras pinturas de Paolo de Matteis en España', in *Anuario del Departamento de Historia y Teoría del Arte (U.A.M.)*, vol. XVI, 2004, pp. 106-108, ill. fig. 13 (as 'The Circumcision')



53

PAOLO DE MATTEIS (CILENTO 1662-1728 NAPLES)

The Immaculate Conception

oil on canvas

101 x 83.2cm (39 3/4 x 32 3/4in).

£10,000 - 15,000

€14,000 - 21,000

US\$15,000 - 23,000

Provenance

Ramón María de Urbina y Gaytán de Ayala, 2nd Marqués de la Alameda (1751-1824) and thence by descent to the present owner

Literature

Ismael Gutiérrez Pastor, 'La serie de la *Vida de San Francisco Javier* del Colegio Imperial de Madrid (1692) y otras pinturas de Paolo de Matteis en España', in *Anuario del Departamento de Historia y Teoría del Arte (U.A.M.)*, vol. XVI, 2004, pp. 106-108, ill. fig. 10



54 *

BARTOLOMEO MANCINI (FLORENCE CIRCA 1670-CIRCA 1715)

Ecce Homo

oil on copper, oval

27.2 x 19.6cm (10 11/16 x 7 11/16in).

£6,000 - 8,000

€8,400 - 11,000

US\$9,200 - 12,000

Provenance

John Campbell, 2nd Marquess of Breadalbane (1796-1862), Langton Duns, Berwickshire, and by inheritance to

Lt.-Col. The Hon. T.G.B. Morgan-Greenville, D.S.O., O.B.E., M.C.

Sale, Christie's, London, 6 December 1946, lot 6 (as Carlo Dolci,

7gns. to Dent)

Sale, Sotheby's, New York, 1 June 1990, lot 65

Property of Oshkosh Public Museum, Wisconsin, USA, by whom sold to benefit the collections fund for the acquisition and conservation of the museum collections

Sale, Sotheby's, New York, 6 June 2013, lot 101



55

ROMAN SCHOOL, 17TH CENTURY

Saint Paul the Hermit

oil on canvas

41 x 32.1cm (16 1/8 x 12 5/8in).

£5,000 - 7,000

€7,000 - 9,800

US\$7,600 - 11,000



56

ZACARIAS GONZALEZ VELÀZQUEZ (MADRID 1763-1834)

The Presentation of the Virgin at the Temple

oil on canvas

52.3 x 35.2cm (20 9/16 x 13 7/8in).

£6,000 - 8,000

€8,400 - 11,000

US\$9,200 - 12,000



57 * W

**CIRCLE OF ADRIAEN VAN NIEULANDT (ANTWERP 1587-1658
AMSTERDAM)**

A battle scene from the Old Testament

oil on canvas

122 x 193.5cm (48 1/16 x 76 3/16in).

£12,000 - 18,000

€17,000 - 25,000

US\$18,000 - 28,000



58

SIR JOSHUA REYNOLDS P.R.A. (PLYMPTON 1723-1792 LONDON) AND STUDIO

Portrait of a lady, half length, in a pink dress with a blue wrap
oil on canvas

75.9 x 62.5cm (29 7/8 x 24 5/8in).

£7,000 - 10,000

€9,800 - 14,000

US\$11,000 - 15,000

Provenance

With David Cook, Rye, where purchased by the present owner

We are grateful to Martin Postle for confirming the attribution to Sir Joshua Reynolds (based on photographs), and for suggesting a date around 1759-61. He comments that the portrait appears unfinished, suggesting that whoever commissioned it did not complete the purchase, and the work may therefore have remained with Reynolds. The dress is slightly unusual for a Reynolds of this period, where one would expect classical draperies or an elegant gown. The present portrait has something of the air of a masquerade costume, suggesting possibly an actress or courtesan.



59

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

Portrait of the artist Thomas Girtin, bust-length, in a dark jacket and white cravat, within a painted oval
oil on canvas

60.9 x 50.8cm (24 x 20in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

William Rockhill Nelson Gallery (now the Nelson-Atkins Museum), Kansas, Missouri (according to a label on the reverse), by whom offered

Sale, Christie's, London, 9 February 1990, lot 123

There are several known versions of this portrait of Thomas Girtin (1775-1802) by John Opie, including those in The Ashmolean, Oxford and the National Portrait Gallery, London.

CHARLES MEYNIER (PARIS 1768-1832)

Androcles and the lion

signed and dated 'Meynier. 1795.' (lower left) and bears inscription

'Meynier = 1725 [sic] Androcles =' (on the stretcher)

oil on canvas

42.7 x 34.2cm (16 13/16 x 13 7/16in).

£30,000 - 50,000

€42,000 - 70,000

US\$46,000 - 76,000

Provenance

Nelson Cottreau

His sale, rue de Jeuneurs no 16, (Bonnetons de Lavialle), 27 March 1846, lot 12, listed as '*Androclès reconnu par le lion. Esquisse de son grand tableau. Toile. Haut 43c, larg 35c. Signée 1791 [sic]*'.

Acquired by the present owner's father circa 1940, and thence by descent

Private Collection, Portugal

Literature

I. Mayer-Michalon, *Charles Meynier*, 1763-1832, Paris, 2008, p. 119-120, no. *P22, listed as whereabouts unknown.

This sketch, which has recently come to light, was previously only known from the record in the 1846 sale catalogue of Cottreau's collection which erroneously states that it is dated 1791. It is one of two studies for a very large pair of paintings, now lost, which originally belonged to a collector by the name of Fulchiron, very probably the banker Joseph Fulchiron (1744-1831). Joseph Fulchiron's son, Jean-Claude, studied under the artist François André Vincent (1746-1816) in whose studio Meynier trained, thus bringing the two into close contact. The finished painting of *Androcles* is known from contemporary records to have measured '7 pieds 8 pouces sur 6 pieds 6 pouces', or 249 x 211 cms.

Meynier exhibited *Androcles* at the Paris Salon of 1795, and its companion picture – *Milo of Croton* – was exhibited in 1796. The study for this second picture recently appeared on the market (Sotheby's, New York, 30 January 2014, lot 301, sold for \$60,000). It tells the story of Milo, a renowned athlete, who went to the forest and decided to prove his strength by tearing open the split trunk of a tree. His hand became trapped and he fell prey to wolves, but in Meynier's version a lion takes the place of the wolves. A possible explanation for

this alteration is offered by Isabelle Mayer-Michalon in her monograph on the artist: Fulchiron was from Lyon, a city whose symbol is a lion; it may be that having acquired the painting of *Androcles* from the Salon of 1795 Fulchiron commissioned a pendant from Meynier, who painted Milo with a lion as a nod to Fulchiron's native city. She further suggests that *Androcles* would have appealed to Fulchiron as the subject refers to liberation – and the city of Lyon had itself been liberated from siege in 1794.

The tale of *Androcles* (or *Androclus*) and the lion is an ancient one that was first recorded in Aulus Gellius's *Attic Nights* of the 2nd century AD. It tells the story of a runaway Roman slave, *Androcles*, who comes across a wounded lion. On closer inspection *Androcles* sees that there is a thorn lodged in the lion's paw which is causing him great pain, and he removes it. He tends the wound and heals the lion, winning the creature's trust. *Androcles* is subsequently captured and, as a punishment for escaping, he is condemned by the emperor to pit his strength against wild animals in the arena before the crowds of Rome. His adversary turns out to be none other than the lion he cured and far from attacking him, the lion shows his affection for *Androcles*. This remarkable sight wins both the slave and the lion a pardon and the two are freed. The story is a parable of reciprocal mercy and it later reappears in various literary forms – it was related to St Jerome and also appears in the 13th century *Golden Legend* of Jacopo di Voragine.

The moment captured by Meynier shows *Androcles*, sword in hand, his cape swirling behind him, about to fight for his life but stopped in his tracks by the contrastingly gentle gesture of the lion licking his foot. His pose, with widely-spaced legs and outstretched hand, recalls that of the central figure in the *Oath of the Horatii* which David painted in 1784 to enormous acclaim, and which became one of the most iconic images in Neoclassical painting. The contemporary critic, Bruun-Neergaard, saw the two large, finished canvases hanging in Fulchiron's home and following his description of *Milo of Croton* wrote 'l'autre, qui lui sert de pendant, est encore d'une beauté supérieure – c'est *Androcles*'.

We are grateful to Isabelle Mayer-Michalon for confirming the attribution to Meynier upon first-hand inspection. This sketch will be included in her forthcoming *Supplement au catalogue de Charles Meynier*.





61

**CIRCLE OF SIR PETER PAUL RUBENS (SIEGEN 1577-1640
ANTWERP)**

The Meeting of David and Abigail

oil on panel

36.5 x 54.4cm (14 3/8 x 21 7/16in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

With Brunner Gallery, Paris, 1914

Sale, Sotheby's, London, 8 April 1970, lot 134 (as P.P. Rubens, for
£500 to Harcourt Antiques)

Private Collection, UK, by whom offered

Sale, Sotheby's, London, 14 April 2011, lot 16



62

**CIRCLE OF LAMBERT SUAVIUS (LIEGE CIRCA 1520-1567
FRANKFURT)**

Christ in the house of Simon the Pharisee and other scenes from the
Life of Christ

oil on panel

66 x 76.5cm (26 x 30 1/8in).

£5,000 - 7,000

€7,000 - 9,800

US\$7,600 - 11,000



63

**ATTRIBUTED TO GEORG ADAM EGER
(WÜRTTEMBERG 1727-1808)**

A stag hunt before the Jagdschloss at Kranichstein; and A stag hunt
by the Jagdpavillon Dianaburg
the latter inscribed with initials and date 'F. G. H. Kahli p. 1768' (on
reverse)

a pair, oil on panel

17.5 x 20cm (6 7/8 x 7 7/8in). (2)

£10,000 - 15,000

€14,000 - 21,000

US\$15,000 - 23,000



Provenance

Sale, Sotheby's, London, 21 April 1993, lot 160 (as The Property of a Nobleman), where acquired by the present owner

Both pictures were painted for Langraf Ludwig VIII of Hesse-Darmstadt circa 1770. The Jagdschloss Kranichstein, originally a grand hunting lodge near Darmstadt, now houses a hunting museum. Another version of the painting of the stag hunt at the Jagdpavillon Dianaburg, catalogued as Circle of Georg Adam Eger, was sold at Ruef Kunstauktionen, Munich, 8 November 2000 lot 1298 (€ 21,475).



64

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

Portrait of a gentleman, half-length, in armour, wearing the Order of Saint Stephen

oil on canvas

60.3 x 48.9cm (23 3/4 x 19 1/4in).

£6,000 - 8,000

€8,400 - 11,000

US\$9,200 - 12,000

Provenance

By descent in the family of the Earls of Milltown, Russborough House, County Wicklow, to Lady Cecilia Turton, the second daughter of the 4th Earl of Milltown

Sale, Sotheby's, New York, 11 April 1991, lot 73 (as Cristofano Allori)



THE PROPERTY OF NICHOLAS PELHAM WHITE (LOTS 65-68)

65

GERRIT VAN HONTHORST (UTRECHT 1590-1656)

Portrait of a gentleman, traditionally identified as Sir Harry Vane the Younger, half-length, in armour with a red sash, within a painted oval signed and dated 'Honthorst/ 1647' (lower left)

oil on panel

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

£20,000 - 30,000

€28,000 - 42,000

US\$31,000 - 46,000

Provenance

A descendant of James Thursby Pelham and thence by descent to the present owner

Sir Henry Vane (1613-1662), was often referred to as Harry to distinguish him from his father, Sir Henry Vane the Elder. Vane was briefly in North America, serving one term as the Governor of the Massachusetts Bay Colony. Following his return to England in 1637 he was a leading Parliamentarian during the English Civil War and worked closely with Oliver Cromwell. He removed himself from power in 1653,

later returning during the Commonwealth period in 1659-1660. He was then arrested under orders from King Charles II following the latter's restoration to the throne.

After much debate, Vane was exempted from the Indemnity and Oblivion Act, and was thus denied amnesty granted to most people for their roles in the Civil War and Interregnum. Although he was formally granted clemency by Charles II, he was charged with high treason by Parliament in 1662. He was denied counsel in court, and was convicted by a partisan jury. Charles II withdrew his earlier clemency, and Vane was beheaded on Tower Hill on 14 June 1662.

A portrait of his brother Sir George Vane, also signed by Honthorst and dated 1645, was sold at Christie's South Kensington, 5 December 2007, lot 113. It is possible that Honthorst painted various members of the family after Sir Henry Vane the Elder paid the artist for works commissioned by Charles I in 1628 but for which the king later refused to pay.



66

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

Portrait of Henry Cresset Pelham, half-length, in a blue coat and red sash

oil on canvas

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

£5,000 - 7,000

€7,000 - 9,800

US\$7,600 - 11,000

Provenance

A descendant of James Thursby Pelham and thence by descent to the present owner



67

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

Portrait of Mrs Henry Cresset Pelham, half-length, in a pink dress
oil on canvas

76.5 x 63.8cm (30 1/8 x 25 1/8in).

£5,000 - 7,000

€7,000 - 9,800

US\$7,600 - 11,000

Provenance

A descendant of James Thursby Pelham and thence by descent to
the present owner



68

ATTRIBUTED TO HENRY STONE (LONDON 1616-1653)

Portrait of a gentleman, traditionally identified as Sir Henry Vane the Elder, half-length, in black costume

oil on canvas

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

£5,000 - 7,000

€7,000 - 9,800

US\$7,600 - 11,000

Provenance

A descendant of James Thursby Pelham and thence by descent to the present owner

The sitter of the present portrait has traditionally been identified as Sir Henry Vane the Elder, however based on the inscribed portrait at the National Portrait Gallery, London it is more likely that the present work depicts another member of the Vane family.

Henry Stone, often known as 'Old Stone', was the eldest son of sculptor and architect Nicholas Stone (1586-1647). Henry became apprenticed to his uncle, the portrait painter Thomas de Keyser (c.1596-1667) in Amsterdam, which is evident in his portraits including the present painting.



OTHER PROPERTIES

69

ENGLISH SCHOOL, CIRCA 1770

Portrait of lady, wearing a nun's habit seated before a stone column

oil on canvas

68 x 59.5cm (26 3/4 x 23 7/16in).

£5,000 - 7,000

€7,000 - 9,800

US\$7,600 - 11,000

Provenance

Sale, Phillips, London, 14 December 1999, lot 29 (as French School,
Sold by Order of the Executors of a Deceased Estate)

THE PROPERTY OF A EUROPEAN LADY

70^W

JACOBUS STORCK (AMSTERDAM 1641-1687)

A Mediterranean *capriccio* harbour scene
signed and dated 'I.Storck. Fecit/ 1679' (lower left)
oil on canvas
132 x 200.5cm (51 15/16 x 78 15/16in).

£120,000 - 180,000

€170,000 - 250,000

US\$180,000 - 280,000

Provenance

The Remshaw Collection, Watlington Park, Oxfordshire
Their sale, Puttick & Simpson, London, 25 April 1921, lot 388A (as
The companion picture to lot 388 Johannes Storck, 1679, *Venice,
with St. Mark's Square, buildings, boats and figures* 52x79in.)
(by repute) Sale, Fieven, Brussels, 11-12 December 1922
Property of a Belgian Nobleman, from circa 1930
Sale, Christie's, London, 1 April 1992, lot 14 (as Abraham Storck)
With Salomon Lillian, Amsterdam at TEFAF Maastricht, where
acquired by the present owner

Based on the similarity of palette, style and compositions between
the works of Jacobus and his younger brother Abraham, it is thought
that they shared a family studio. The careful characterisation of the
figures and the detail of the costume in the present painting suggests
that Abraham may have assisted with the staffage. This was not
uncommon, as Abraham is also thought to have painted the figures in
other marine landscapists' work.

The topographical details incorporated in many of the *capricci* by
Jacobus and Abraham suggest that they must have travelled widely
within the Netherlands, as well as to a number of German cities,
along the Rhine and to Italy. The Italian influence is evident in the
present painting, with the church of San Giovanni e Paolo and Colleoni
monument in Venice providing the inspiration for the architecture in
this coastal port.

A drawing by Abraham Storck, signed and dated 1676, showing
the church, cupola and sculpture on the left of the present painting,
is now the Prints and Drawings collection at the National Gallery of
Scotland, Edinburgh.



fig 1. Abraham Storck, National Gallery of Scotland





OTHER PROPERTIES

71
CIRCLE OF JOACHIM ANTHONISZ. WTEWAEEL (UTRECHT 1566-1638)

The Wedding of Peleus and Thetis
 oil on copper
 37.3 x 43.3cm (14 11/16 x 17 1/16in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000

The present composition is after the original in the Clark Art Institute, Williamstown, Massachusetts.



72

AFTER ADAM ELSHEIMER, 17TH CENTURY

Saint Lawrence being prepared for Martyrdom

oil on copper

26.7 x 21.1cm (10 1/2 x 8 5/16in).

£7,000 - 10,000

€9,800 - 14,000

US\$11,000 - 15,000

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



73

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

Portrait of a gentleman, three-quarter-length, in a black doublet and mantle, with a lace collar and cuffs

inscribed and dated 'AETATIS SVE .46. PRIM/OCTOBRE ANNO 1631' (upper right)

oil on canvas

106.2 x 88.4cm (41 13/16 x 34 13/16in).

unframed

£5,000 - 7,000

€7,000 - 9,800

US\$7,600 - 11,000

Provenance

Possibly John Stuart, 3rd Earl of Bute, Highcliff Castle, Hampshire, and by inheritance to his son

The Hon. Sir Charles Stuart, to his widow

Lady Stuart, Thatched House Lodge, Richmond

Sale, Christie's, London 15 May 1841, lot 48 (42 gns. to Fuller)

With Farrers

Sale, Phillips, London, 30 April 1851 (31 gns. to Lord Northwick)

John Rushout, 2nd Lord Northwick (1770-1859), Thirlestane House, Cheltenham

Sale, Phillips, London, 26 July 1859, lot 230 (as portrait of 'the Earl of Stafford', 30gns.)

Captain E.G. Spencer-Churchill, M.C., Northwick Park

Sale, Christie's, London, 29 October 1965, lot 68 (as by Sir Anthony van Dyck, 190 gns.)

Private Collection, UK, by whom offered

Sale, Christie's, London, 9 December 2009, lot 105 (as the Property of a Family Trust)

Literature

A Catalogue of the Pictures, Works of Art, etc. at Northwick Park, 1864 (1908), no. 49, as the 'Earl of Stafford'

T. Borenius, *A Catalogue of the Pictures, Works of Art, etc at Northwick Park, 1864* (reprinted 1908), no. 122

L. Cust, 'A Portrait of van Dyck', in *The Burlington Magazine*, XXXII, 178, March 1918, p. 102



74

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

Portrait of a lady, traditionally identified as Anne, Countess of Bedford,
half-length, in a black dress with a white lace collar and pearl
headdress

signed with initials and dated 'C.J. fecit/1634' (lower left)

oil on canvas

76.2 x 63cm (30 x 24 13/16in).

£12,000 - 18,000

€17,000 - 25,000

US\$18,000 - 28,000

Provenance

With Leggatt Brothers, London, before 1921

Sale, Christie's, New York, 12 January 1978, lot 67

With Galeria d'Art Manuel Barbié, Barcelona, 1980s, where purchased
by the present owner

Literature

A.J. Finberg, 'Chronological list of portraits by Cornelius Johnson', in
The Walpole Society, vol. X, 1921-2, p. 29 (one of a pair), pl. LX (as
from Leggatt Brothers' Archives)



75

75 * W

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

The Four Seasons: Autumn

oil on canvas

101.5 x 137cm (39 15/16 x 53 15/16in).

£6,000 - 8,000

€8,400 - 11,000

US\$9,200 - 12,000

Provenance

Eduard Goldschmidt, Berlin-Charlottenburg, until 1933
His heir, Cyrus Pott, by whom gifted to the Zander family
Willi Zander, 1963
Mr and Mrs A. Nelson, Puyallup, WA, 1981

The Zander family kept the present painting in their house until 1943 when the house was destroyed by the Allies. They managed to rescue the painting from the burning house and to take it to their grandmother's house, but that was also bombed. They then kept hiding the painting in various cellars, smuggling it during their flight from bombardments. It is therefore remarkable that it survived unscathed to be taken to America in 1946.

76

**WORKSHOP OF DOMÉNIKOS THEOTÓKOPOULOS, CALLED
EL GRECO (CANDIA 1541-1614 TOLEDO)**

The Tears of Saint Peter

bears inventory no. '150' (lower right)

oil on canvas

104.5 x 82.2cm (41 1/8 x 32 3/8in).

£25,000 - 30,000

€35,000 - 42,000

US\$38,000 - 46,000

The present composition exists in at least six autograph variants by El Greco painted, during the course of his career, several of which gave rise to studio copies. The former include the earliest version which is in the Bowes Museum (on canvas, 109 x 90.3 cm.), while in the composition of the background detail on the left-hand side, the present work comes closer to El Greco's version which is in the San Diego Museum of Art (on canvas, 125.1 x 107.6 cm.). The success of the subject was due to its association with the Sacrament of Penance (or Confession) which was crucial in the Counter-Reformation's fight against Protestantism at this time. Saint Peter is shown weeping tears of repentance after betraying Christ and several contemporary texts emphasised the importance of tears in devotional practice. On the left the Magdalen can be seen leaving the empty tomb.





77

CIRCLE OF PAUL VAN SOMER (ANTWERP 1576-1621 LONDON)

Portrait of a lady, bust-length, in a red, white and gold embroidered dress, with a lace cap and red feather

oil on canvas

62.9 x 50.5cm (24 3/4 x 19 7/8in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

Private Collection, UK



78

**CIRCLE OF MARCUS GHEERAEDTS THE YOUNGER (BRUGES
1561-1635 LONDON)**

Portrait of a lady, bust-length, in an elaborately embroidered dress and
a bejewelled head dress, holding a double strand of pearls
oil on canvas

63.3 x 50.7cm (24 15/16 x 19 15/16in).

£4,000 - 6,000

€5,600 - 8,400

US\$6,100 - 9,200

Provenance

Private Collection, UK

79

MICHELE MARIESCHI (VENICE 1710-1743)

An architectural *capriccio* with figures before an equestrian monument and obelisk

oil on canvas

35.6 x 55.1cm (14 x 21 11/16in).

£20,000 - 30,000

€28,000 - 42,000

US\$31,000 - 46,000

Provenance

Purchased in 1872 by Robert Bussler, Privy counsellor of the court of Prussia in charge of the royal collections of art, for 480 Marks on behalf of

HRH the Kronprinz of Prussia Friedrich Wilhelm (future Kaiser Friedrich III in 1888), given to his wife

Princess Victoria of Great Britain

Emperor Wilhelm II, and by descent to

Prince Eitel Friedrich (inv. no. 4751)

With Fietzes Kunsthandel, Stockholm, 1928

Private Collection, Sweden and thence by descent to the present owners

The present lot is offered with a copy of Ralph Toledano's expertise (dated 3 July 2014) confirming that the work is by Michele Marieschi and dates to 1740-1. The painting is a smaller version of a similar composition in the Staatsgalerie, Stuttgart (inv. no. 194) which has figures by Gian Antonio Guardi (see: R. Toledano, *Michele Marieschi*, Milan, 1988, C.26.1, p. 136). The figures in our painting are different from those in the Stuttgart version and are by Marieschi.





80

FRANZ DE PAULA FERG (VIENNA 1689-1740 LONDON)

Travellers on a country path, a river landscape beyond

signed 'F. Ferg fe' (on rock, lower right)

oil on copper

32.3 x 41.8cm (12 11/16 x 16 7/16in).

£4,000 - 6,000

€5,600 - 8,400

US\$6,100 - 9,200

Provenance

Sale, Christie's, London, 1946 (according to a label on the reverse)



81

LANCELOT THÉODORE TURPIN DE CRISSE (PARIS 1782-1859)

Paysage avec Berlino

oil on canvas

42 x 31.3cm (16 9/16 x 12 5/16in).

£10,000 - 15,000

€14,000 - 21,000

US\$15,000 - 23,000

Provenance

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



82^W

CIRCLE OF MARTEN DE VOS (ANTWERP 1532-1603)

The Annunciation

oil on panel

77.5 x 102.2cm (30 1/2 x 40 1/4in).

£7,000 - 10,000

€9,800 - 14,000

US\$11,000 - 15,000



83^W

WORKSHOP OF ARTUS WOLFAERTS (ANTWERP 1581-1641)

The Four Evangelists

oil on canvas

84.3 x 114.8cm (33 3/16 x 45 3/16in).

£7,000 - 10,000

€9,800 - 14,000

US\$11,000 - 15,000

Provenance

With Galeria d'Art Manuel Barbié, Barcelona, 1983, where purchased by the present owner (as Jacob van Oost)

Several versions of this composition are known, one of which is now in the Musée des Beaux-Arts de Bordeaux, Bordeaux.



84

ALEXANDER ROSLIN (MALMO 1718-1793 PARIS)

Portrait of a lady, said to be Mlle Bourgevin de Linas, as a Vestal Virgin
signed, inscribed and dated 'Roslin le suedois/ 1756' (centre left)
oil on canvas

91.5 x 72cm (36 x 28 3/8in).

together with two volumes of Lundberg's book on the artist (3)

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

The sitter, La Fleche, Sarthe, thence by descent until acquired by the present owner's late father in 1930s

Exhibited

Possibly, Paris, Salon, 1759 (as *Le Portrait de Madame ***- habillée en grecques*)

Literature

G. W. Lundberg, *Roslin, Liv och Verk*, Malmo, 1957, vol. 2, p. 23, cat. no. 88, ill, pl. 24



85

FRENCH SCHOOL, 18TH CENTURY

Portrait of Jean Jacques Rousseau (1712-1788), half-length, seated

at his desk

oil on canvas

72.7 x 60cm (28 5/8 x 23 5/8in).

£4,000 - 6,000

€5,600 - 8,400

US\$6,100 - 9,200

Provenance

Presumably the sitter and thence by descent through the Rousseau
Portalis family to the present owner



86

**FOLLOWER OF JACOPO ZANGUIDI, CALLED IL BERTOIA
(PARMA 1544-CIRCA 1573)**

The Adoration of the Magi

oil on canvas

48.1 x 35.9cm (18 15/16 x 14 1/8in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000



87

**WORKSHOP OF PAOLO CALIARI, CALLED PAOLO VERONESE
(VERONA 1528-1588 VENICE)**

The Madonna and Child with Saints Paul, Elijah, Elisha, Andrew
Corsini, Albert of Trapani and Angelo of Sicily
oil on panel, arched top
40.2 x 20.8cm (15 13/16 x 8 3/16in).
in a carved and gilt tabernacle frame

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000

Provenance

G.A.F. Cavendish Bentinck, London
Sale, Christie's, London, 11 July 1891, lot 569 (as Italian School)
Where purchased by Agnews on behalf of
Captain Archibald Stirling of Keir
Sale, Christie's, London, 14 December 1990, lot 49 (as Antonio
Badile)

Literature

B. Berenson, *North Italian Painters of the Renaissance*, New York-
London, 1907, p. 165
M. Tanzi, 'Una Proposta per il giovane Paolo Veronese' in *Verona
Illustrated*, 2002, pp. 71-9



88

JAN BRUEGHEL THE YOUNGER (ANTWERP 1601-1678)

A young couple in a frame within a garland of flowers

oil on copper

36.4 x 29.2cm (14 5/16 x 11 1/2in).

£10,000 - 15,000

€14,000 - 21,000

US\$15,000 - 23,000

Provenance

Sale, Dorotheum, Vienna, 4 October 2000, lot 249

Private Collection, France

Klaus Ertz has confirmed the attribution to Jan Brueghel the Younger and compared the work to those in The Hermitage, St. Petersburg and Museo Nacional Del Prado, Madrid (private communication, 21 June 1999).



89

PIETER CASTEELS III (ANTWERP 1684-1749 RICHMOND)

Poppies, roses and other flowers in a terracotta urn

oil on canvas

84.5 x 95.3cm (33 1/4 x 37 1/2in).

£10,000 - 15,000

€14,000 - 21,000

US\$15,000 - 23,000

Provenance

Sale, Dorotheum, Vienna, 12 October 2011, lot 692

We are grateful to Fred Meijer of the RKD for confirming the attribution to Casteels III from colour photographs.



90

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

Interior of an inn with a maidservant washing pots
 bears traces of signature 'D. Teniers F.' (lower right) and bears date
 '1672' (on the barrel, lower left)
 oil on canvas
 44.4 x 51.2cm (17 1/2 x 20 3/16in).

£7,000 - 10,000

€9,800 - 14,000

US\$11,000 - 15,000

Provenance

Sale, Christie's, London, 13 July 1979, lot 252 (as David Teniers,
 indistinctly signed and dated), where purchased by the present owner



91

CIRCLE OF ADRIAEN VAN STALBEMT (ANTWERP 1580-1662)

Travellers on a country path

oil on copper

17.6 x 22.4cm (6 15/16 x 8 13/16in).

£15,000 - 20,000

€21,000 - 28,000

US\$23,000 - 31,000

Provenance

Sale, Beaux-Arts, Brussels, October 1978, lot 799



92^W

CIRCLE OF JACOB DE BACKER (ANTWERP CIRCA 1555-1585)

The Crucifixion

oil on panel

103.2 x 72.3cm (40 5/8 x 28 7/16in).

£7,000 - 10,000

€9,800 - 14,000

US\$11,000 - 15,000



93

**WORKSHOP OF GERRIT VAN HONTHORST
(UTRECHT 1590-1656)**

The Lamentation

oil on canvas

66.3 x 44.2cm (26 1/8 x 17 3/8in).

£6,000 - 8,000

€8,400 - 11,000

US\$9,200 - 12,000

The present composition is based on the original canvas in St. Bavon, Ghent (circa 338 x 231cm.) which was engraved in reverse by Paulus Pontius in 1634. Both the painting and the engraving were commissioned by the Bishop of Ghent, Mgr. Triest.

It is possible that the present painting was executed by a Fleming in the workshop of Gerrit van Honthorst.

We are grateful to Wayne E. Franits for confirming, on the basis of colour photographs, that this work is either from the workshop of Honthorst or is a contemporary copy.



94

**FRANCESCO GUARINO DA SOLOFRA (SANT' AGATA IRPINA,
NEAR SOLOFRA 1611-1654 GRAVINA DI PULIA)**

Judith with the Head of Holofernes

oil on canvas

76.7 x 96.7cm (30 3/16 x 38 1/16in).

£15,000 - 20,000

€21,000 - 28,000

US\$23,000 - 31,000

Provenance

Private Collection, Ireland



95

**WORKSHOP OF GIULIO CESARE PROCACCINI
(BOLOGNA CIRCA 1570-1625 MILAN)**

Head studies

oil on panel

34.3 x 46.7cm (13 1/2 x 18 3/8in).

£5,000 - 7,000

€7,000 - 9,800

US\$7,600 - 11,000



96 *

ATTRIBUTED TO VINCENZO CHILONE (VENICE 1768-1840)

The Grand Canal, Venice from the The Rialto Bridge

oil on canvas laid down on board

40.6 x 62.2cm (16 x 24 1/2in).

£10,000 - 15,000

€14,000 - 21,000

US\$15,000 - 23,000



97

**CIRCLE OF APOLLONIO DOMENICHINI, ALTERNATIVELY
IDENTIFIED AS THE MASTER OF THE LANGMATT
FOUNDATION VIEWS (ACTIVE VENICE CIRCA 1740-1760)**

An architectural *capriccio* with figures before an arch
oil on canvas

64 x 94.2cm (25 3/16 x 37 1/16in).

£12,000 - 18,000

€17,000 - 25,000

US\$18,000 - 28,000

98^W

**ATTRIBUTED TO GIAN LORENZO BERTOLOTTO
(GENOA 1640-1720)**

Achilles amongst the daughters of Lycomedes
oil on canvas
140 x 181.9cm (55 1/8 x 71 5/8in).

£30,000 - 50,000

€42,000 - 70,000

US\$46,000 - 76,000

Provenance

The Collection of Carlo Bruzzo, Genoa, 1935

Literature

M. Caracciolo Del Leone, *I Bruzzo*, Rome, 1935, pp. 50-52, fig. 37 (as Assereto)

M. Romanengo, *Il mondo del collezionismo privato a Genova nel Novecento imprenditori, amateur, /marchants e antiquari*, Genoa, 2001, p. 118, note 17 (as Assereto)

C. Manzitti, 'Contributo a Giovanni Lorenzo Bertolotto', in *Paragone*, LIV, series III, September 2003, no. 51 (643), pp. 18-25, pl. 14, and II (colour)

T. Zennaro, *Gioacchino Assereto*, Florence, 2011, p. 691 cat. no. M13 (under studio works)

The present lot was originally attributed to Gioacchino Assereto (1600-1650) as it is of the same dimensions as his *Alfonso VII of Castille and the Genoese (Andrea Doria) at Almeria* which hung together with the present work when they were both in the collection of Count Carlo Bruzzo in Genoa in the 1930s. However, in his 2003 article, Manzitti suggests that it is a mature work by Gian Lorenzo Bertolotto.





**THE PROPERTY OF A PRIVATE COLLECTOR, SOLD TO
BENEFIT THE HONOLULU MUSEUM OF ART**

99 *

JAN EKELS THE ELDER (AMSTERDAM 1724-1781)

A winter landscape with skaters on the Amstel

signed 'J. Ekels F' (lower left)

oil on panel

39.3 x 54cm (15 1/2 x 21 1/4in).

£6,000 - 8,000

€8,400 - 11,000

US\$9,200 - 12,000

Provenance

With Douwes Fine Art, Amsterdam, 1981



OTHER PROPERTIES

100

**PETRUS SCHOTANUS (DRONRIJP 1601-CIRCA 1675
LEEWARDEN)**

A larder still life

signed 'P.Schot.' (on ledge, lower centre)

oil on panel

64.5 x 48.2cm (25 3/8 x 19in).

£6,000 - 8,000

€8,400 - 11,000

US\$9,200 - 12,000

Provenance

Sale, Giroux, Brussels, 15 December 1930, lot 76 (as by 'G. Schoof')

We are grateful to Fred Meijer of the RKD for confirming the attribution to Petrus Schotanus upon first-hand inspection.



101

**CAJETAN ROOS, CALLED GAETANO DE ROSA
(ROME 1690-1770 VIENNA)**

A rocky river landscape with a drover and his flock on a country path
and travellers crossing a bridge

oil on canvas

73.8 x 98.8cm (29 1/16 x 38 7/8in).

£5,000 - 7,000

€7,000 - 9,800

US\$7,600 - 11,000

Provenance

The Collection of the Marchesi Afan de Rivera Costaguti, Rome, by
whom offered
Sale, Bonhams, London, 3 December 2008, lot 48, where purchased
by the present owner



102^W

**CIRCLE OF ANTONIO FRANCESCO PERUZZINI (ANCONA
CIRCA 1668-1724 MILAN)**

Figures resting by a river in a mountainous landscape

oil on canvas

99.2 x 138.5cm (39 1/16 x 54 1/2in).

£10,000 - 15,000

€14,000 - 21,000

US\$15,000 - 23,000

Provenance

With Edmondo Sacerdoti, Milan (according to a label on the reverse)



103

ATTRIBUTED TO MARIO BALASSI (FLORENCE 1604-1667)

The Good Samaritan

oil on canvas

48.2 x 85cm (19 x 33 7/16in).

£8,000 - 12,000

€11,000 - 17,000

US\$12,000 - 18,000

Literature

P. Carofano et al, *Luce e Ombra. Caravaggismo e naturalismo nella pittura toscana del seicento*, Pisa, 2005, p. XX-XXI, ill.

There is a preparatory drawing for the nude figure in the Musée du Louvre, Paris (see fig. 1).



fig 1. Académie d'homme nu, de face, couché sur le côté droit, by Mario Balassi / © RMN-Grand Palais (musée du Louvre) / Thierry Le Mage



104^W

FOLLOWER OF FRANCESCO FURINI (FLORENCE 1604-1646)

Ladies mourning a death

oil on canvas

146 x 200cm (57 1/2 x 78 3/4in).

unframed

£7,000 - 10,000

€9,800 - 14,000

US\$11,000 - 15,000

105

HUBERT ROBERT (PARIS 1733-1808)

A capriccio of the Campo Vaccino, Rome

oil on canvas

75.8 x 127.6cm (29 13/16 x 50 1/4in).

£100,000 - 150,000

€140,000 - 210,000

US\$150,000 - 230,000

Provenance

Sale, Christie's, New York, 19 April 2007, lot 276 (sold for \$180,000)

After receiving a classical education in Paris, Hubert Robert left his native city for Rome in 1754 where he remained for eleven years. His experience there informed his work for the rest of his career. One of the most formative influences during his Roman sojourn was the work of Giovanni Paolo Panini (1691-1765) in whose studio Robert briefly worked. The brighter palette of *A capriccio of the Campo Vaccino, Rome* suggests that it is from an earlier moment in Robert's career when Panini's influence can still be felt.

In the present work, Robert looks down along the Campo Vaccino from the temple of Castor and Pollux towards the Colosseum and Capitoline Hill. Panini had painted the same view on a number of occasions and in his earlier *View of Campo Vaccino in Rome* now in the Musée d'Art Thomas Henry in Cherbourg, he takes in the view from the same vantage point and also uses a similar arrangement of the columns on the far right.

On his return to Paris, Robert met with immediate critical and commercial success and he began regularly exhibiting at the Salon from 1767 on. A painting entitled *Ruines du Campo Vaccino à Rome* was exhibited by Robert at the Salon on 1773 (see: C. Gabillot, *Hubert Robert et son temps*, Paris, 1899, p. 274).

The present painting will be included in the forthcoming catalogue raisonné being compiled by the Wildenstein Institute.





106



107



108

106

HISPANO-FLEMISH SCHOOL, 17TH CENTURY

The Road to Calvary

oil on slate

8.1 x 10.2cm (3 3/16 x 4in).

in an 18th century carved and gilded frame

£3,000 - 5,000

€4,200 - 7,000

US\$4,600 - 7,600

107^W

CIRCLE OF DARIO VAROTARI (VERONA 1539-1596 PADUA)

The Dream of Joseph with Saint Elizabeth and the Infant Saint John the Baptist

oil on canvas

85.8 x 119.7cm (33 3/4 x 47 1/8in).

in a carved frame

£7,000 - 10,000

€9,800 - 14,000

US\$11,000 - 15,000

The same composition was used in a work offered at Christie's South Kensington, 31 October, lot 62 (Circle of Giovanni Battista Paggi).

108

**ATTRIBUTED TO MARCANTONIO BASSETTI
(VERONA 1586-1630)**

San Carlo Borromeo

oil on canvas laid down on panel

55.5 x 42.8cm (21 7/8 x 16 7/8in).

£7,000 - 10,000

€9,800 - 14,000

US\$11,000 - 15,000

Provenance

Sale, Sotheby's, London, 22 May 1985, lot 98 (as circle of Palma Giovane)



109

**WILLEM VAN ODEKERKEN
(THE HAGUE CIRCA 1620-1677 DELFT)**

A kitchen maid

indistinctly signed (on table, centre right)

oil on panel

57.7 x 54.6cm (22 11/16 x 21 1/2in).

£5,000 - 7,000

€7,000 - 9,800

US\$7,600 - 11,000



110

NICOLAES VAN GELDER
(LEIDEN CIRCA 1636-CIRCA 1676 AMSTERDAM)

Grapes on a draped table with glasses and a clock
 oil on canvas

62.6 x 49.2cm (24 5/8 x 19 3/8in).

£6,000 - 8,000

€8,400 - 11,000

US\$9,200 - 12,000

We are grateful to Fred Meijer of the RKD for confirming the attribution to Nicolaes van Gelder upon first-hand inspection of the painting.

111

BERNARDO CANAL (VENICE 1674-1744)

The Piazza del Popolo, Rome

oil on canvas

74.8 x 110.7cm (29 7/16 x 43 9/16in).

£30,000 - 50,000

€42,000 - 70,000

US\$46,000 - 76,000

Provenance

Mrs Guillemand (according to a label on the reverse)

Private Collection, UK

A favoured view of Gaspar van Wittel, called Gaspare Varvitelli (1653-1736), the Piazza del Popolo was for visitors arriving from the North the first experience of Rome. Unlike Varvitelli's depictions, taken from a high view point, the present composition adopts an almost street level view, similar to the works of Canal's grandson, Bernardo Bellotto (1722-1780) and Jacopo Fabris.

Bernardo Canal often used compositions from engravings along with views by younger artists as a basis for his *vedute*, this view relates closely to the engraving by Giovanni Battista Falda (1643-1678).

We are grateful to Charles Beddington for confirming the attribution to Bernardo Canal upon first hand inspection.



THE PROPERTY OF A EUROPEAN COLLECTOR

112

GIOVANNI BATTISTA TIEPOLO (VENICE 1696-1770 MADRID)

Portrait of a girl with a basket of fruits and flowers

oil on canvas

80 x 68cm (31 1/2 x 26 3/4in).

£200,000 - 300,000

€280,000 - 420,000

US\$310,000 - 460,000

Provenance

Private Collection, Zurich, 1962

Private Collection, Spain

Literature

A. Morassi, *A Complete Catalogue of the Paintings of G.B. Tiepolo*, London, 1962, p. 69, ill. fig. 427

In Morassi's monograph he dates the present composition to circa 1720-25, comparing the style to 'four mythological scenes in Venice and to his paintings of the "Udinese period"', noting that 'this *modello* appears in many other works by Tiepolo of this period.'

It was during this period - around 1722 - that Vincenzo da Canal, the biographer of Tiepolo's master, Giambattista Langetti, informed us that Tiepolo 'was painter to Doge Cornaro in whose fine house [now the Palazzo Mocenigo a San Polo] he superintended the painted decoration, besides doing many overdoors with portraits and pictures in excellent taste'. Unfortunately no trace of these decorations now remains. Da Canal praised the young artist even at this early stage of his career for his pictorial imagination, painterly brushwork and excellent taste. In the period 1720-25 he also worked on such commissions as: the series of the *Twelve Apostles* in the church of San Stae, on which he collaborated; the vast *Crucifixion* at San Martino in Burano; the *Madonna of Mount Carmel* for the Confraternity of the Virgin of Carmel at Sant'Aponal and the *Glory of Saint Theresa* on the vault of the chapel of Saint Theresa in the church of Santa Maria di Nazareth, Venice; while around 1725 the artist completed the decorations in fresco and on canvas for the Palazzo Sandi in Corte dell'Albero. Tiepolo's success at home brought him important commissions outside Venice and in July of that year it was recorded that the Patriarch Dionisio Dolfin was making in his palace (now the Archbishop's Palace) a staircase 'the like of which was not to be found in all Italy'. He was doubtless referring to the frescoes which Tiepolo was painting, representing the *Fall of the Rebel Angels*. One of the most renowned Italian artists of the 18th century, Giambattista Tiepolo went on to enjoy international patronage in Germany and Spain.





OTHER PROPERTIES

113

VENETIAN SCHOOL, CIRCA 1700

The Visitation

oil on canvas

49.1 x 39.2cm (19 5/16 x 15 7/16in).

£5,000 - 7,000

€7,000 - 9,800

US\$7,600 - 11,000



114

**ATTRIBUTED TO PIETRO FRANCESCO GUALA
(CASALE MONFERRATO 1698-1757 MILAN)**

King David with his Harp

oil on canvas

90.2 x 65cm (35 1/2 x 25 9/16in).

£6,000 - 8,000

€8,400 - 11,000

US\$9,200 - 12,000

A painting of similar dimensions described as *Re Davide in atto di suonare la cetra* is recorded by Carità as in a private collection (see: R. Carità *Pietro Francesco Guala*, Turin, 1949, p. 111, cat. no. 179).



115^W

CIRCLE OF GIOVANNI BATTISTA PITTONI (VENICE 1687-1767)

David before the Ark of the Covenant

oil on canvas

91.8 x 129cm (36 1/8 x 50 13/16in).

£15,000 - 20,000

€21,000 - 28,000

US\$23,000 - 31,000

The composition of the present lot was clearly a popular one. Two autograph versions are known, the prime being that in the Gallerie degli Uffizi, Florence, along with a further painting, depicting just David, which was offered at Sotheby's Florence in 1973 (see: F.Z. Boccazzi, *Pittoni. L'Opera Completa*, Venice, 1979, p. 129, cat. nos. 61 and 98, ill. pl. 118, 121 and 122).



116^W
STUDIO OF GIOVANNI BATTISTA GAULLI, CALLED IL BACCICCIO
(GENOA 1639-1709 ROME)

A Bacchanale
 oil on canvas
 147.1 x 201.1cm (57 15/16 x 79 3/16in).
 unframed

£12,000 - 18,000
€17,000 - 25,000
US\$18,000 - 28,000

The present painting is based on Gaulli's original now in University Museum, Wurzburg and a second version in the collection of E.G. Klabin, Brazil.

We are grateful to Francesco Petrucci for confirming that the present lot is a studio work on the basis of colour photographs.



117

**FREDERICK DE MOUCHERON
(EMDEN 1633-1686 AMSTERDAM)**

An Italianate river landscape with travellers on a path
bears signature 'Moucheron' (lower left)
oil on canvas
67.2 x 83.4cm (26 7/16 x 32 13/16in).

£5,000 - 7,000

€7,000 - 9,800

US\$7,600 - 11,000

Provenance

The Estate of the late Dowager Countess Howe, UK, thence by
descent until
Sale, Bonhams, Knightsbridge, 12 December 1991, lot 40, where
purchased by the present owner



118^W

**ATTRIBUTED TO FREDERICK DE MOUCHERON
(EMDEN 1633-1686 AMSTERDAM)**

A wooded landscape with a traveller on horseback crossing a bridge
oil on canvas

86 x 118.5cm (33 7/8 x 46 5/8in).

£10,000 - 15,000

€14,000 - 21,000

US\$15,000 - 23,000

119

JAN STEEN (LEIDEN 1626-1679)

A village fair with a quack

oil on canvas

61.8 x 80.7cm (24 5/16 x 31 3/4in).

£40,000 - 60,000

€56,000 - 84,000

US\$61,000 - 92,000

Provenance

The Collection of Charles Heusch, London, between 1833-1842

With John Smith, London, 1842

Sale, Lepke, Berlin, 27 October 1925, lot 88

Sale, Lepke, Berlin, 23 March 1926, lot 100

Private Collection, Spain, until 2012

Literature

A. Cunningham, *The Cabinet Gallery of Pictures by the First Masters of the English and Foreign Schools in seventy-two line engravings, with biographical and critical dissertations*, vol. II, London, 1834, p. 144, ill., no. 150

J. Smith, *A Catalogue Raisonné of the Works of the Most Eminent Dutch, Flemish, and French Painters: Supplement*, London, 1842, p. 512, no. 101

T. Van Westrheene, *Jan Steen: Etude Sur L'Art En Hollande*, The Hague, 1856, p. 150, no. 265

C. Hofstede de Groot, *A Catalogue of Works of Dutch Paintings*, vol. I, London, 1907, pp. 66-67, no. 213

K. Braun, *Alle tot nu bekende schilderijen van Jan Steen*, Rotterdam, 1980, pp. 164-5, ill. no. B 44 (as not by Jan Steen)

Mr Fred Meijer and Mr Wouter Kloek have inspected the painting independently and both have confirmed this painting to be by the hand of Jan Steen, as a relatively early work from the 1650s. The painting can be compared with the painting *de Kwakzalver* by Jan Steen in the Rijksmuseum, Amsterdam.

Always looking for new possibilities in different directions, it was after 1653 that Steen evolved his own recognisable artistic identity as a low-life genre painter. Nevertheless, the present painting also retains certain elements of his early career as a landscape painter prior to that date. Steen was the son-in-law of Jan van Goyen, and more significant precursors of his style in this respect are Joost Cornelisz. Droochsloot - under whose influence Steen painted his first street scenes in Utrecht - and most importantly the Ostades, who also combined landscape with dominant figural groups in a similar way to the present composition. Indeed, comparison of Steen's early works strongly suggests that he studied under Adriaen and Isaac van Ostade and it is now generally accepted that Adriaen was his teacher.







121

120

**CIRCLE OF SIR PETER PAUL RUBENS
(SIEGEN 1577-1640 ANTWERP)**

The Assumption of the Virgin
oil on canvas
102 x 65.4cm (40 3/16 x 25 3/4in).

£20,000 - 30,000

€28,000 - 42,000

US\$31,000 - 46,000

Provenance

Sir Edmund King (1629-1709), physician to King Charles II
James Sotheby (1655-1720) purchased the work on 2 December 1709 from Mr Marlow, Sir Edmund King's executor
By descent to Major General Frederick Edward Sotheby of Ecton Hall, Northampton
By descent to Commander Sotheby
Sale, Sotheby's London, 12 October 1955, lot 61 (as Rubens, sold for £420), where purchased by
With William Sabin (as Attributed to Rubens), where purchased by Lieutenant Colonel D. A. Davison O.B.E., 20 April 1956 for £950
Private Collection, West Sussex

Literature

George Vertue (1684-1756), 'Notebooks', in *The Walpole Society*, vol. XXVI, 1938, p. 42, recorded 'seeing Coll. Sotheby again, I observed a fine painting of the Assumption of the Virgin in the Clouds and at the Bottom the Apostles. this is in a small scale, said to be the first original for the Large painting at the Altar of the Jesuits Church of Antwerp – done by Sr P Paul Rubens – it has great Spirit and Freedom'
D. Freedberg, *Rubens- the Life of Christ after the Passion*, London-Oxford, 1984, p. 144, under no.35.
C. White, *The Later Flemish Pictures in the Collection of Her Majesty the Queen*, London, 2007, p.178

The present oil sketch relates most closely to Rubens's designs for the high altar of Antwerp Cathedral. In 1611 Rubens attempted to seize Otto van Veen's commission for the high altar, and painted two oil sketches for consideration. *The Coronation of the Virgin* now in the Hermitage, St. Petersburg and *The Assumption of the Virgin* now in the Royal Collection, London. The dating of both the London and Hermitage paintings has often been questioned due to their physical condition and as Rubens also worked on a whole series of other versions of the subject in the 1610s.

In 1636 Schelte A. Bolswert engraved, in reverse, the *The Assumption of the Virgin* with some slight compositional differences to the version in the Royal Collection.

121 *

ADAM WILLAERTS (ANTWERP 1577-1664 UTRECHT)

Dutch merchant ships in a harbour
signed 'AD.W.F' (lower right)
oil on panel
49.6 x 74.3cm (19 1/2 x 29 1/4in).

£7,000 - 10,000

€9,800 - 14,000

US\$11,000 - 15,000

122

WILLIAM ASHFORD (BIRMINGHAM 1746-1824 DUBLIN)

A landscape based on Dawson Grove, Co. Monaghan, with the artist sketching

signed and dated 'W.Ashford/ 1785' (on plinth, lower right)

oil on canvas

42.2 x 61.1cm (16 5/8 x 24 1/16in).

£30,000 - 50,000

€42,000 - 70,000

US\$46,000 - 76,000

Provenance

Sale, Christie's London, 3 July 1964, lot 128 (as *An extensive view of Dawson Grove, County Cavan, with an artist sketching below a classical urn in the grounds of the Doric Mausoleum*)

With J. Maas, London (according to a label on the reverse)

Private Collection, Ireland

Literature

W. Laffan and B. Rooney, *Thomas Roberts Landscape and Patronage in Eighteenth Century Ireland*, Tralee, 2009, pp. 140-1, fig. 108, ill.

In this view of the rolling hills of the Monaghan countryside Ashford has painted himself sketching in the foreground. Whilst the topography is identifiable, there is some romantic interpretation of the scene in other respects, such as his depiction of the mausoleum to Lady Anne Dawson which is shown on the far right and the inclusion of the large urn on a plinth beside the artist. This is recognisable as the Borghese Urn, a monumental relic of ancient Rome that was unearthed in the 16th century and was acquired by the Borghese family; it was much admired by 18th century artists who travelled to Rome and appears in the works of a number of them such as Giovanni Battista Piranesi and Hubert Robert. Its inclusion in the landscape of County Monaghan adds a romantic note and, coupled with the pink-tinged evening sky, gives it a somewhat Italianate, arcadian feel. Ashford and his close contemporary Thomas Roberts (1748-1777) were both greatly inspired by Claude whose works they would have known from Irish collections and which they are known to have copied on occasions, and his admiration for Claude is clearly evident in this composition.



INDEX

Allori, Alessandro di Cristofano	64	Nuvolone, Giuseppe	29
Amorosi, Antonio Mercurio	14	Odekerken, Willem van	109
Ashford, William	122	Olis, Jan	37
Backer, Jacob de	92	Opie, John	59
Balassi, Mario	103	Ovens, Jürgen	45
Bassano, Jacopo da Ponte, called	75	Paep, Thomas de	36
Bassetti, Marcantonio	108	Paez, José de	27
Bertolotto, Gian Lorenzo	98	Pater, Jean-Baptiste	34
Bertry, Nicholas Henry Jeurat de	31	Peruzzini, Antonio Francesco	102
Bisschop, Abraham	13	Pittoni, Giovanni Battista	115
Bloemen, called Orizzonte, Jan Frans van	32	Procaccini, Giulio Cesare	95
Bloemen, called Orizzonte, Jan Frans van	44	Recco, Elena	23
Bottani, Giuseppe	10	Recco, Gaetano	11
Bouillon, Michel	25	Reynolds, Sir Joshua	58
Bouman, Johannes	24	Robert, Hubert	105
Breenbergh, Bartholomeus	20	Roman School	55
Brown, Lancelot (Capability)	5	Romney, George	3
Brueghel the Younger, Jan	88	Roos, called Gaetano de Rosa, Cajetan	101
Canal, Bernardo	111	Roslin, Alexander	84
Casteels III, Pieter	89	Rubens, Peter Paul	61, 120
Cesari, Giuseppe	18	Scheidel, Franz Anton von	1
Chilone, Vincenzo	96	Schotanus, Petrus	100
Clovio, Giulio	2	Shepherd, George Sidney	6
Coignet I, called Aegidius Quinetus, Gillis	17	Soest, Gerard van	46
Constable, John	4	Solimena, Francesco	22
Costa, Angelo Maria	30	Somer, Paul van	77
Crisse, Lancelot Théodore Turpin de	81	Stalbermt, Adriaen van	91
Dance Holland, Bt., Sir Nathaniel	66, 67	Steen, Jan	119
Domenichini, Apollonio	26, 97	Stone, Henry	68
Dughet, called Gaspard Poussin, Gaspard	15	Storck, Jacobus	70
Dutch School	12	Straet, Jan van der	9
Dyck, Sir Anthony van	73	Suavius, Lambert	62
Eger, Georg Adam	63	Teniers the Younger, David	90
Ekels the Elder, Jan	99	Tiepolo, Giovanni Battista	112
Elsheimer, Adam	72	Uytenbroeck, Moyses van	41
English School	48, 69	Varotari, Dario	107
Fabris, Jacopo	21	Velà zquez, Zacarias Gonzalez	56
Ferg, Franz de Paula	80	Venetian School	113
Francia, Francesco	39	Verelst, Simon Pietersz.	42
French School	85	Vernet, Claude Joseph	33
Furini, Francesco	104	Veronese, Paolo Caliari, called Paolo	87
Gaulli, Giovanni Battista	116	Vos, Marten de	82
Gelder, Nicolaes van	110	Werff, Adriaen van der	47
Gennari II, Benedetto	40	Willaerts, Adam	121
Gheeraedts the Younger, Marcus	78	Wolfaerts, Artus	83
Greco, Doménikos Theotokópoulos, called El	76	Wtewael, Joachim Anthonisz.	71
Guala, Pietro Francesco	114	Zanguidi, called Il Bertoia, Jacopo	86
Guarino da Solofra, Francesco	94	Zerilli, Francesco	7
Guercino, Giovanni Francesco Barbieri, called il	8		
Hardimé, Pieter	35		
Hispano-Flemish School	106		
Honthorst, Gerrit van	65, 93		
Huysum the Elder, Justus van	43		
Jonson van Ceulen, Cornelis	74		
Kessel the Elder, Jan van	49, 50		
Mancini, Bartolomeo	54		
Marieschi, Michele	16, 79		
Matsys, Quentin	38		
Matteis, Paolo de	51, 52, 53		
Meynier, Charles	60		
Mignard, Pierre	28		
Morland, George	19		
Moucheron, Frederick de	117, 118		
Nieulandt, Adriaen van	57		

PRINTS AND MULTIPLES

Tuesday 14 July 2015 at 2pm
New Bond Street, London

REMBRANDT HARMENSZ VAN RIJN
(DUTCH, 1606-1669)

The Three Trees (Bartsch 212)
Etching, engraving and drypoint, 1643
a fine rich impression, printing with good
contrasts and considerable burr
213 x 279mm (PL)
£80,000 - 120,000

VIEWING

12 - 14 July 2015

ENQUIRIES

+44 207 468 8294
suzanne.irvine@bonhams.com



Bonhams

LONDON

bonhams.com/prints

EUROPE - DEFINING STYLE

Thursday 9 July 2015
New Bond Street, London

AN ITALIAN WHITE MARBLE SCULPTURE ENTITLED

'LE PRINTEMPS DE LA VIE'

by Antonio Giovanni Lanzirotti,
dated 1876

£15,000 - 25,000

ENQUIRIES

Furniture, Works of Art and Sculpture

+44 (0) 20 7468 8251

francois.lebrun@bonhams.com

Silver and Gold Boxes

+44 (0) 20 7393 3835

michael.moorcroft@bonhams.com



Bonhams

LONDON

bonhams.com

THE SELECTED CONTENTS OF CHATEAU DE VILLERS- HELON AND THE PROPERTY OF A FRENCH DYNASTY

Tuesday 30 June 2015
Knightsbridge, London

The sale includes a selection of French and Italian furniture, works of art and sculpture, Impressionist and 19th century paintings, old master paintings, arms and armour, tribal weapons, European ceramics, silver and clocks. With all lots with an estimate less than £3,000 to be sold without reserve.

ENQUIRIES

Charlie Thomas
+44 (0) 20 7468 8358
charlie.thomas@bonhams.com

ILLUSTRATED

Château de Villers-Hélon, France



Bonhams

bonhams.com/privatecollections

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller’s responsibility to you

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

Bonhams’ responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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, and that the funds have originated from your own account, 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;

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;

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.

China UnionPay (CUP) debit cards: No surcharge for using CUP debit cards will apply on the first £100,000 invoiced to a Buyer in any Sale; a 2% surcharge will be made on the balance over £100,000.

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the " of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

Wines lying in Bond are marked Δ and VAT is payable by the purchaser, at the standard rate, on the *Hammer Price*, unless the wines are to remain under Bond. *Buyers* requiring their wine to remain in Bond must notify *Bonhams* at the time of the *Sale*. The *Buyer* is then himself responsible for all duty, clearance VAT and other charges that may be payable thereon. All such *Lots* must be transferred or collected within two weeks of the *Sale*.

Buyers outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for *Lots* to be released under Bond.

Bottling Details and Case Terms

The following terms used in the *Catalogue* have the following meanings:

CB – Château bottled
DB – Domaine bottled
EstB – Estate bottled
BB – Bordeaux bottled
BE – Belgian bottled
FB – French bottled
GB – German bottled
OB – Oporto bottled
UK – United Kingdom bottled
owc – original wooden case
iwc – individual wooden case
oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Φ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

•, †, *, G, Ω, α see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .		
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed <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.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,		
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.4	to remove and store the <i>Lot</i> at your expense;	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;	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;			10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	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.	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;			10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;	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> .
8.1.9	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			10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10	MISCELLANEOUS	11	GOVERNING LAW
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		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.
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

- 4.4 If you have not collected the Lot by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the Lot on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the Lot will either be held by us as agent on behalf of the Seller or held by the *Storage Contractor* as agent on behalf of the Seller and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the Lot into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the Lot from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	to terminate this agreement immediately for your breach of contract;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;	8.1	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:	9.4	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;	8.1.1	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	9.5	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;	8.1.2	deliver the <i>Lot</i> to a person other than you; 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;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; 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;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	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;	8.2	The discretion referred to in paragraph 8.1:	10	OUR LIABILITY
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.2.1	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	10.1	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;	8.2.2	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	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;	9	FORGERIES	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	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.	9.2	Paragraph 9 applies only if:	10.2.3	damage to tension stringed musical instruments; or
		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	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.
		9.2.2	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 <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or	12.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	it can be established that the <i>Lot</i> is a non-conforming <i>Lot</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or	12.8	In this agreement "including" means "including, without limitation".
	You may wish to protect yourself against loss by obtaining insurance.	the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or	12.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
10.4	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.	12.10	Reference to a numbered paragraph is to a paragraph of this agreement.
11	BOOKS MISSING TEXT OR ILLUSTRATIONS Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if: the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> . but not if: the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</i> , we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> . The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.	12.11	Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
			12.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
		12 MISCELLANEOUS	13	GOVERNING LAW All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
		12.1 You may not assign either the benefit or burden of this agreement.		DATA PROTECTION – USE OF YOUR INFORMATION Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com .
		12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.		APPENDIX 3 DEFINITIONS AND GLOSSARY Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.
		12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.		LIST OF DEFINITIONS "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i>). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .
		12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.		
		12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.		
		12.6 References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.		

"Bidder" a person who has completed a *Bidding Form*.

"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

"Bonhams" Bonhams 1793 Limited or its successors or assigns. *Bonhams* is also referred to in the *Buyer's Agreement*, the Conditions of Business and the *Notice to Bidders* by the words "we", "us" and "our".

"Book" a printed *Book* offered for *Sale* at a specialist *Book Sale*.

"Business" includes any trade, *Business* and profession.

"Buyer" the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your".

"Buyer's Agreement" the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).

"Buyer's Premium" the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.

"Catalogue" the *Catalogue* relating to the relevant *Sale*, including any representation of the *Catalogue* published on our *Website*.

"Commission" the *Commission* payable by the *Seller* to *Bonhams* calculated at the rates stated in the *Contract Form*.

"Condition Report" a report on the physical condition of a *Lot* provided to a *Bidder* or potential *Bidder* by *Bonhams* on behalf of the *Seller*.

"Conditions of Sale" the *Notice to Bidders*, *Contract for Sale*, *Buyer's Agreement* and Definitions and Glossary.

"Consignment Fee" a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.

"Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

"Contract Form" the *Contract Form*, or vehicle *Entry* form, as applicable, signed by or on behalf of the *Seller* listing the *Lots* to be offered for *Sale* by *Bonhams*.

"Contract for Sale" the *Sale* contract entered into by the *Seller* with the *Buyer* (see Appendix 1 in the *Catalogue*).

"Contractual Description" the only *Description* of the *Lot* (being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract of Sale* the *Lot* corresponds.

"Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

"Entry" a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.

"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale*, storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer*, plus *VAT* if applicable.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot*.

"Guarantee" the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales*, a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement*.

"Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.

"Lot" any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

"Motoring Catalogue Fee" a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.

"New Bond Street" means *Bonhams'* saleroom at 101 New Bond Street, London W1S 1SR.

"Notional Charges" the amount of *Commission* and *VAT* which would have been payable if the *Lot* had been sold at the *Notional Price*.

"Notional Fee" the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.

"Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.

"Notice to Bidders" the notice printed at the back or front of our *Catalogues*.

"Purchase Price" the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price* (where applicable), the *Buyer's Premium* and *VAT* on the *Buyer's Premium* and any *Expenses*.

"Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

"Sale" the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams*.

"Sale Proceeds" the net amount due to the *Seller* from the *Sale* of a *Lot*, being the *Hammer Price* less the *Commission*, any *VAT* chargeable thereon, *Expenses* and any other amount due to us in whatever capacity and howsoever arising.

"Seller" the person who offers the *Lot* for *Sale* named on the *Contract Form*. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the *Contract Form* acts as an agent for a principal (whether such agency is disclosed to *Bonhams* or not), **"Seller"** includes both the agent and the principal who shall be jointly and severally liable as such. The *Seller* is also referred to in the Conditions of Business by the words "you" and "your".

"Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.

"Stamp" means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

"Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.

"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).

"Storage Contractor" means the company identified as such in the *Catalogue*.

"Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

"Trust Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams'* normal business bank account.

"VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" *Bonhams Website* at www.bonhams.com

"Withdrawal Notice" the *Seller's* written notice to *Bonhams* revoking *Bonhams'* instructions to sell a *Lot*.

"Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:

"artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

"bailee": a person to whom goods are entrusted.

"indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.

"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a *Lot*.

"knocked down": when a *Lot* is sold to a *Bidder*, indicated by the fall of the hammer at the *Sale*.

"lien": a right for the person who has possession of the *Lot* to retain possession of it.

"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

"title": the legal and equitable right to the ownership of a *Lot*.

"tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
 - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
 - (a) the seller;
 - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
 - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

Bonhams Specialist Departments

19th Century Paintings

UK
Charles O' Brien
+44 20 7468 8360
U.S.A.
Madalina Lazen
+1 212 644 9108

20th Century British Art

Matthew Bradbury
+44 20 7468 8295

Aboriginal Art

Francesca Cavazzini
+61 2 8412 2222

African, Oceanic & Pre-Columbian Art

UK
Philip Keith
+44 2920 727 980
U.S.A.
Fredric Backlar
+1 323 436 5416

American Paintings

Alan Fausel
+1 212 644 9039

Antiquities

Madeleine Perridge
+44 20 7468 8226

Antique Arms & Armour

UK
David Williams
+44 20 7393 3807
U.S.A.
Paul Carella
+1 415 503 3360

Art Collections, Estates & Valuations

Harvey Cammell
+44 (0) 20 7468 8340

Art Nouveau & Decorative Art & Design

UK
Mark Oliver
+44 20 7393 3856
U.S.A.
Frank Maraschiello
+1 212 644 9059

Australian Art

Merryn Schriever
+61 2 8412 2222
Alex Clark
+61 3 8640 4088

Australian Colonial Furniture and Australiana

+1 415 861 7500

Books, Maps & Manuscripts

UK
Matthew Haley
+44 20 7393 3817
U.S.A.
Christina Geiger
+1 212 644 9094

British & European Glass

UK
Simon Cottle
+44 20 7468 8383
U.S.A.
Suzy Pai
+1 415 503 3343

British & European Porcelain & Pottery

UK
John Sandon
+44 20 7468 8244
U.S.A.
Peter Scott
+1 415 503 3326

California & American Paintings

Scot Levitt
+1 323 436 5425

Carpets

UK
Mark Dance
+44 8700 27361
U.S.A.
Hadjji Rahimpour
+1 415 503 3392

Chinese & Asian Art

UK
Asaph Hyman
+44 20 7468 5888
U.S.A.
Dessa Goddard
+1 415 503 3333
HONG KONG
+852 3607 0010
AUSTRALIA
Yvett Klein
+61 2 8412 2222

Clocks

UK
James Stratton
+44 20 7468 8364
U.S.A.
Jonathan Snellenburg
+1 212 461 6530

Coins & Medals

UK
John Millensted
+44 20 7393 3914
U.S.A.
Paul Song
+1 323 436 5455

Contemporary Art

UK
Ralph Taylor
+44 20 7447 7403
U.S.A.
Jeremy Goldsmith
+1 917 206 1656

Costume & Textiles

Claire Browne
+44 1564 732969

Entertainment Memorabilia

UK
+44 20 7393 3844
U.S.A.
Catherine Williamson
+1 323 436 5442

Furniture & Works of Art

UK
Fergus Lyons
+44 20 7468 8221
U.S.A.
Jeffrey Smith
+1 415 503 3413

Greek Art

Olympia Pappa
+44 20 7468 8314

Golf Sporting Memorabilia

Kevin Mcgimpsey
+44 1244 353123

Irish Art

Penny Day
+44 20 7468 8366

Impressionist & Modern Art

UK
India Phillips
+44 20 7468 8328
U.S.A.
Tanya Wells
+1 917 206 1685

Islamic & Indian Art

Claire Penhallurick
+44 20 7468 8249

Japanese Art

UK
Suzannah Yip
+44 20 7468 8368
U.S.A.
Jeff Olson
+1 212 461 6516

Jewellery

UK
Jean Ghika
+44 20 7468 8282
U.S.A.
Susan Abeles
+1 212 461 6525
AUSTRALIA
Anellie Manolas
+61 2 8412 2222
HONG KONG
Graeme Thompson
+852 3607 0006

Marine Art

UK
Veronique Scorer
+44 20 7393 3962
U.S.A.
Gregg Dietrich
+1 917 206 1697

Mechanical Music

Jon Baddeley
+44 20 7393 3872

Modern, Contemporary & Latin American Art

U.S.A.
Alexis Chompaisal
+1 323 436 5469

Modern Design

Gareth Williams
+44 20 7468 5879

To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

Motor Cars

UK
Tim Schofield
+44 20 7468 5804
U.S.A.
Mark Osborne
+1 415 503 3353
EUROPE
Philip Kantor
+32 476 879 471

Automobilia

UK
Toby Wilson
+44 8700 273 619
U.S.A.
Kurt Forry
+1 415 391 4000

Motorcycles

Ben Walker
+44 8700 273616

Automobilia

Adrian Pipiros
+44 8700 273621

Musical Instruments

Philip Scott
+44 20 7393 3855

Native American Art

Jim Haas
+1 415 503 3294

Natural History

U.S.A.
Claudia Florian
+1 323 436 5437

Old Master Pictures

UK
Andrew Mckenzie
+44 20 7468 8261
U.S.A.
Mark Fisher
+1 323 436 5488

Orientalist Art

Charles O'Brien
+44 20 7468 8360

Photography

U.S.A.
Judith Eurich
+1 415 503 3259

Portrait Miniatures

UK
+44 20 7393 3986

Prints and Multiples

UK
Rupert Worrall
+44 20 7468 8262
U.S.A.
Judith Eurich
+1 415 503 3259

Russian Art

UK
Sophie Law
+44 20 7468 8334
U.S.A.
Yelena Harbick
+1 212 644 9136

Scientific Instruments

Jon Baddeley
+44 20 7393 3872
U.S.A.
Jonathan Snellenburg
+1 212 461 6530

Scottish Pictures

Chris Brickley
+44 131 240 2297

Silver & Gold Boxes

UK
Michael Moorcroft
+44 20 7468 8241
U.S.A.
Aileen Ward
+1 800 223 5463

South African Art

Giles Peppiatt
+44 20 7468 8355

Sporting Guns

Patrick Hawes
+44 20 7393 3815

Toys & Dolls

Leigh Gotch
+44 20 8963 2839

Travel Pictures

Veronique Scorer
+44 20 7393 3962

Urban Art

Gareth Williams
+44 20 7468 5879

Watches & Wristwatches

UK
+44 20 7447 7412
U.S.A.
Jonathan Snellenburg
+1 212 461 6530
HONG KONG
Nicholas Biebuyck
+852 2918 4321

Whisky

UK
Martin Green
+44 1292 520000
U.S.A.
Joseph Hyman
+1 917 206 1661
HONG KONG
Daniel Lam
+852 3607 0004

Wine

UK
Richard Harvey
+44 (0) 20 7468 5811
U.S.A.
Doug Davidson
+1 415 503 3363
HONG KONG
Daniel Lam
+852 3607 0004

UNITED KINGDOM

London
101 New Bond Street ●
London W1S 1SR
+44 20 7447 7447
+44 20 7447 7400 fax

Montpelier Street ●
London SW7 1HH
+44 20 7393 3900
+44 20 7393 3905 fax

South East England

Brighton & Hove
19 Palmeira Square
Hove, East Sussex
BN3 2JN
+44 1273 220 000
+44 1273 220 335 fax

Guildford
Millmead,
Guildford,
Surrey GU2 4BE
+44 1483 504 030
+44 1483 450 205 fax

Isle of Wight
+44 1273 220 000

Representative:
Kent
George Dawes
+44 1483 504 030

West Sussex
+44 (0) 1273 220 000

South West England

Bath
Queen Square House
Charlotte Street
Bath BA1 2LL
+44 1225 788 988
+44 1225 446 675 fax

Cornwall – Truro
36 Lemon Street
Truro
Cornwall
TR1 2NR
+44 1872 250 170
+44 1872 250 179 fax

Exeter
The Lodge
Southernhay West Exeter,
Devon
EX1 1JG
+44 1392 425 264
+44 1392 494 561 fax

Winchester
The Red House
Hyde Street
Winchester
Hants SO23 7DX
+44 1962 862 515
+44 1962 865 166 fax

Tetbury
22a Long Street
Tetbury
Gloucestershire
GL8 8AQ
+44 1666 502 200
+44 1666 505 107 fax

Representatives:
Dorset
Bill Allan
+44 1935 815 271

East Anglia

Bury St. Edmunds
21 Churchgate Street
Bury St Edmunds
Suffolk IP33 1RG
+44 1284 716 190
+44 1284 755 844 fax

Norfolk
The Market Place
Reepham
Norfolk NR10 4JJ
+44 1603 871 443
+44 1603 872 973 fax

Midlands

Knowle
The Old House
Station Road
Knowle, Solihull
West Midlands
B93 0HT
+44 1564 776 151
+44 1564 778 069 fax

Oxford ●
Banbury Road
Shipton on Cherwell
Kidlington OX5 1JH
+44 1865 853 640
+44 1865 372 722 fax

Yorkshire & North East England

Leeds
30 Park Square West
Leeds LS1 2PF
+44 113 234 5755
+44 113 244 3910 fax

North West England

Chester
2 St Johns Court,
Vicars Lane,
Chester,
Ch1 1QE
+44 1244 313 936
+44 1244 340 028 fax

Manchester
The Stables
213 Ashley Road
Hale WA15 9TB
+44 161 927 3822
+44 161 927 3824 fax

Channel Islands

Jersey
La Chasse
La Rue de la Vallée
St Mary
Jersey JE3 3DL
+44 1534 722 441
+44 1534 759 354 fax

Representative:
Guernsey
+44 1481 722 448

Scotland

Edinburgh ●
22 Queen Street
Edinburgh
EH2 1JX
+44 131 225 2266
+44 131 220 2547 fax

Glasgow
176 St. Vincent Street,
Glasgow
G2 5SG
+44 141 223 8866
+44 141 223 8868 fax

Representatives:
Wine & Spirits
Tom Gilbey
+44 1382 330 256

Wales

Cardiff
7-8 Park Place,
Cardiff CF10 3DP
+44 2920 727 980
+44 2920 727 989 fax

EUROPE

Austria
Tuchlauben 8
1010 Vienna
+43 (0) 1 403 0001
vienna@bonhams.com

Belgium
Boulevard
Saint-Michel 101
1040 Brussels
+32 (0) 2 736 5076
belgium@bonhams.com

Denmark
Henning Thomsen
+45 4178 4799
denmark@bonhams.com

France
4 rue de la Paix
75002 Paris
+33 (0) 1 42 61 10 10
paris@bonhams.com

Germany - Cologne
Albertusstrasse 26
50667 Cologne
+49 (0) 221 2779 9650
cologne@bonhams.com

Germany - Munich
Maximilianstrasse 52
80538 Munich
+49 (0) 89 2420 5812
munich@bonhams.com

Greece
7 Neofytou Vamva Street
Athens 10674
+30 (0) 210 3636 404
athens@bonhams.com

Ireland
31 Molesworth Street
Dublin 2
+353 (0) 1 602 0990
dublin@bonhams.com

Italy - Milan
Via Boccaccio 22
20123 Milano
+39 0 2 4953 9020
milan@bonhams.com

Italy - Rome
Via Sicilia 50
00187 Roma
+39 0 6 48 5900
rome@bonhams.com

The Netherlands
De Lairesestraat 154
1075 HL Amsterdam
+31 (0) 20 67 09 701
amsterdam@bonhams.com

Portugal
Rua Bartolomeu Dias nº
160. 1º
Belem
1400-031 Lisbon
+351 218 293 291
portugal@bonhams.com

Russia – Moscow
Anastasia Vinokurova
+7 964 562 3845
russia@bonhams.com

Russia - St. Petersburg
Marina Jacobson
+7 921 555 2302
russia@bonhams.com

Spain - Barcelona
Teresa Ybarra
+34 930 087 876
barcelona@bonhams.com

Spain - Madrid
Nunez de Balboa no 4-1A
28001 Madrid
+34 915 78 17 27
madrid@bonhams.com

Spain - Marbella
James Roberts
+34 952 90 62 50
marbella@bonhams.com

Switzerland
Rue Etienne-Dumont 10
1204 Geneva
+41 (0) 22 300 3160
geneva@bonhams.com

MIDDLE EAST

Dubai
Deborah Najjar
+971 (0)56 113 4146
deborah.najjar@bonhams.com

Israel
Joslynnne Halibard
+972 (0)54 553 5337
joslynnne.halibard@
bonhams.com

NORTH AMERICA

USA

San Francisco ●
220 San Bruno Avenue
San Francisco
CA 94103
+1 (415) 861 7500
+1 (415) 861 8951 fax

Los Angeles ●
7601 W. Sunset Boulevard
Los Angeles
CA 90046
+1 (323) 850 7500
+1 (323) 850 6090 fax

New York ●
580 Madison Avenue
New York, NY
10022
+1 (212) 644 9001
+1 (212) 644 9007 fax

Representatives:
Arizona
Terri Adrian-Hardy
+1 (480) 994 5362

California
Central Valley
David Daniel
+1 (916) 364 1645

Southern California
Christine Eisenberg
+1 (949) 646 6560

Colorado
Julie Segraves
+1 (720) 355 3737

Florida
Palm Beach
+1 (561) 651 7876
Miami
+1 (305) 228 6600
Ft. Lauderdale
+1 (954) 566 1630

Georgia
Mary Moore Bethea
+1 (404) 842 1500

Illinois
Ricki Blumberg Harris
+1 (312) 475 3922
+1 (773) 267 3300

Massachusetts
Boston/New England
Amy Corcoran
+1 (617) 742 0909

Nevada
David Daniel
+1 (775) 831 0330

New Mexico
Leslie Trilling
+1 (505) 820 0701

Oregon
Sheryl Acheson
+1(503) 312 6023

Pennsylvania
Margaret Tierney
+1 (610) 644 1199

Texas
Amy Lawch
+1 (713) 621 5988

Washington
Heather O'Mahony
+1 (206) 218 5011

Washington DC
Mid-Atlantic Region
Martin Gammon
+1 (202) 333 1696

CANADA

Toronto, Ontario ●
Jack Kerr-Wilson
20 Hazelton Avenue
Toronto, ONT
M5R 2E2
+1 (416) 462 9004
info.ca@bonhams.com

Montreal, Quebec
David Kelsey
+1 (514) 341 9238
info.ca@bonhams.com

SOUTH AMERICA

Argentina
Daniel Claramunt
+54 11 479 37600

Brazil
+55 11 3031 4444
+55 11 3031 4444 fax

ASIA

Hong Kong ●
Suite 2001
One Pacific Place
88 Queensway
Admiralty
Hong Kong
+852 2918 4321
+852 2918 4320 fax
hongkong@bonhams.com

Beijing
Hongyu Yu
Suite 511
Chang An Club
10 East Chang An Avenue
Beijing 100006
+86(0) 10 6528 0922
+86(0) 10 6528 0933 fax
beijing@bonhams.com

Japan
Akiko Tsuchida
Level 14 Hibiya Central
Building
1-2-9 Nishi-Shimbashi
Minato-ku
Tokyo 105-0003
+81 (0) 3 5532 8636
+81 (0) 3 5532 8637 fax
akiko@bonhams.com

Singapore
Bernadette Rankine
11th Floor, Wisma Atria
435 Orchard Road
Singapore 238877
+65 (0) 6701 8038
+65 (0) 6701 8001 fax
bernadette.rankine@
bonhams.com

Taiwan
Summer Fang
37th Floor, Taipei 101 Tower
Nor 7 Xinyi Road, Section 5
Taipei, 100
+886 2 8758 2898
+886 2 8757 2897 fax
summer.fang@
bonhams.com

AUSTRALIA

Sydney
76 Paddington Street
Paddington NSW 2021
Australia
+61 (0) 2 8412 2222
+61 (0) 2 9475 4110 fax
info.aus@bonhams.com

Melbourne
Como House
Como Avenue
South Yarra
Melbourne VIC 3141
+61 (0) 3 8640 4088
+61 (0) 2 9475 4110 fax
info.aus@bonhams.com

AFRICA

Nigeria
Neil Coventry
+234 (0)7065 888 666
neil.coventry@bonhams.com

South Africa - Johannesburg
Penny Culverwell
+27 (0)71 342 2670
penny.culverwell@bonhams.com









Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

Bonhams

Paddle number (for office use only)

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

Data protection – use of your information

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

Credit and Debit Card Payments

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

Notice to Bidders.

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

If successful

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

Sale title: OLD MASTER PAINTINGS		Sale date: Wednesday 8 July 2015	
Sale no. 22644		Sale venue: New Bond Street, London	
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.			
General Bid Increments:			
£10 - 200by 10s		£10,000 - 20,000by 1,000s	
£200 - 500by 20 / 50 / 80s		£20,000 - 50,000by 2,000 / 5,000 / 8,000s	
£500 - 1,000by 50s		£50,000 - 100,000by 5,000s	
£1,000 - 2,000by 100s		£100,000 - 200,000by 10,000s	
£2,000 - 5,000by 200 / 500 / 800s		above £200,000at the auctioneer's discretion	
£5,000 - 10,000by 500s			
The auctioneer has discretion to split any bid at any time.			
Customer Number		Title	
First Name		Last Name	
Company name (to be invoiced if applicable)			
Address			
City		County / State	
Post / Zip code		Country	
Telephone mobile		Telephone daytime	
Telephone evening		Fax	
Preferred number(s) in order for Telephone Bidding (inc. country code)			
E-mail (in capitals)			
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.			
I am registering to bid as a private buyer <input type="checkbox"/>		I am registering to bid as a trade buyer <input type="checkbox"/>	
If registered for VAT in the EU please enter your registration here: □□ / □□□ - □□□□ - □□		Please tick if you have registered with us before <input type="checkbox"/>	

Please note that all telephone calls are recorded.

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

FOR WINE SALES ONLY		
Please leave lots "available under bond" in bond <input type="checkbox"/>	I will collect from Park Royal or bonded warehouse <input type="checkbox"/>	Please include delivery charges (minimum charge of £20 + VAT) <input type="checkbox"/>
BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.		
Your signature:		Date:

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

1793

Bonhams

101 New Bond Street
London
W1S 1SR

+44 (0) 20 7447 7447
+44 (0) 20 7447 7400 fax

