

OLD MASTER PAINTINGS

Wednesday 6 December 2017



Bonhams

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OLD MASTER PAINTINGS

Wednesday 6 December 2017, at 3.30pm
101 New Bond Street, London

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Sunday 3 December,
11am - 5pm
Monday 4 December,
9am - 4.30pm
Tuesday 5 December,
9am - 4.30pm
Wednesday 6 December,
9am-1pm

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ILLUSTRATIONS

Front cover: Lot 93 (detail)
Back cover: Lot 66 (detail)
Inside front cover: Lot 53 (detail), Lot 11 (detail)
Inside back cover: Lot 84 (detail), Lot 53 (detail)

IMPORTANT INFORMATION

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



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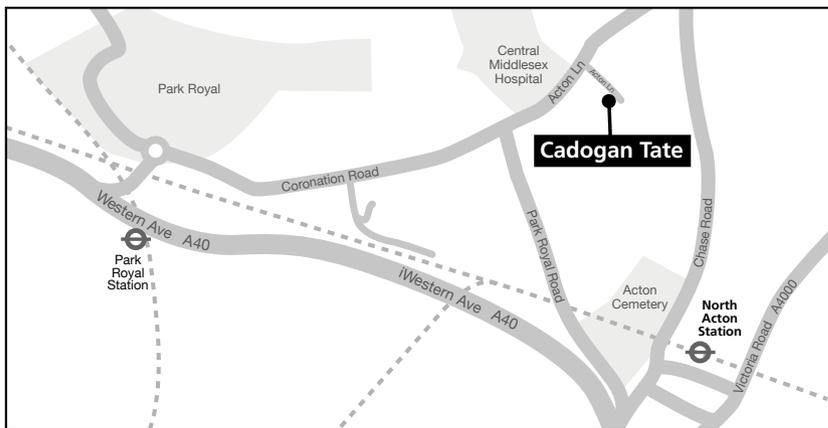
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1

**ATTRIBUTED TO ZACARÍAS GONZÁLEZ VELÁZQUEZ
(MADRID 1763-1834)**

The Triumph of the Gods
oil on canvas, laid down on panel
79.2 x 126.7cm (31 3/16 x 49 7/8in).

£7,000 - 10,000

€8,000 - 11,000

\$9,200 - 13,000

The present canvas would appear to be a modello for the ceiling of a highly important commission. Zacarías González Velázquez decorated several rooms in the Royal Palace of El Pardo, mostly with mythological scenes.



2 Y Φ

JOHN SMART I (NORFOLK 1741-1811 LONDON)

Portrait miniature of Constantine Phipps (1746-1797), bust-length, in a blue coat with a white waistcoat embroidered with gold and a white stock

watercolour on ivory, oval

3.2 x 2.6cm (1 1/4 x 1in).

in a blue enamel and gilt locket with diamonds and half-pears

£8,000 - 12,000

€9,100 - 14,000

\$11,000 - 16,000

Provenance

The sitter, Constantine Phipps, and thence by descent to the present owner

This miniature is believed to have been painted in 1771, the date of Constantine Phipps's marriage to Elizabeth Tierney. Phipps was the second son of Constantine Phipps the Elder, a landowner. In 1788 he moved his family to Caen, Normandy, hoping to educate his ten (eventually thirteen) children more economically. Phipps and his wife returned to England in 1792 to attend their daughter's wedding. The escalating conflict between France and England prevented Phipps from returning to France where he had left eight children behind.

A further fine early portrait miniature of Phipps by Smart, dated 1770 and measuring 4.6 x 4.1 cm., is in the Cleveland Museum of Art, Ohio.





3

JOHN HOPPNER R.A. (LONDON 1758-1810)

Portrait of a young girl, said to be a Stanley of the Derby family, seated three-quarter-length, with a basket of strawberries
oil on canvas

76.6 x 62.8cm (30 3/16 x 24 3/4in).

£8,000 - 12,000

€9,100 - 14,000

\$11,000 - 16,000

Provenance

By family descent from the sitter's family
Lady Alexandra Louise Elizabeth Acheson (1878-1958) who married
Lt.-Col. Hon. Frederick William Stanley, son of the 16th Earl of Derby,
and thence by family descent to the present owner

Edward Smith-Stanley, 12th Earl of Derby (1752-1834) and his first
wife, Lady Elizabeth Hamilton had two daughters, Lady Charlotte
Stanley (died 1805) and Lady Elizabeth Henrietta Stanley (1778-1857).
By his second wife, Eliza Farren, he had one daughter, Lady Mary
Margaret Stanley (1801-1858), whose dates would best fit the present
portrait.





5

4 TP

GIOVANNI AGOSTINO CASSANA (VENICE CIRCA 1658-1720 GENOA)

A washerwoman surrounded by poultry, guinea pigs and a goat
oil on canvas

196 x 146.7cm (77 3/16 x 57 3/4in).

£15,000 - 20,000

€17,000 - 23,000

\$20,000 - 26,000

Provenance

Sale, Sotheby's, London, 5 July 1989, lot 215 (as attributed to Giovanni Agostino Cassana)

Private Collection, Parma, before 1998

Sale, Finarte, Milan, 24 November 1999, lot 39

Literature

G. Bocchi and U. Bocchi, *Naturaliter. Nuovi contributi alla natura morta in Italia settentrionale e Toscana tra XVII e XVIII secolo*, Casalmaggiore, 1998, pp. 460-2, ill. fig. 588

5

BARTOLOMEO BIMBI (SETTIGNANO 1648-1730 FLORENCE)

An owl, parrot, hawk and finches, with fruit and hunting paraphernalia
oil on canvas

49.7 x 67cm (19 9/16 x 26 3/8in).

£5,000 - 7,000

€5,700 - 8,000

\$6,600 - 9,200

Provenance

In the present owner's family for at least 50 years

6

LEMUEL FRANCIS ABBOTT (LEICESTERSHIRE CIRCA 1760-1803 LONDON)

Portrait of Warren Hastings (1732-1818), half-length, in a blue coat
oil on canvas

76.6 x 63.5cm (30 3/16 x 25in).

£12,000 - 18,000

€14,000 - 20,000

\$16,000 - 24,000

Provenance

Thomas George Baring, 1st Earl of Northbrook (1826-1904), Viceroy of India (1872-1876)

Francis George Baring, 2nd Earl of Northbrook (1850-1929)

Stratton Park Sale, Gudgeon and Sons, 27 November 1929, lot 497, ill p.26, bt £483 (as School of Hoppner)

With Robert Dunthorne & Sons, Ltd., Rembrandt Gallery, London

Mrs William Emerson, (1869-1957) Cambridge, MA, USA

With Vose Galleries, Boston, MA, USA

Private Corporate Collection, New York, USA

Exhibited

Fogg Art Museum, Harvard University, Cambridge, MA, USA, 1932-7, 1941

Literature

The Times, 5 December 1929 p.17

Sir Arthur Knapp, *A Catalogue of the known portraits of Warren*

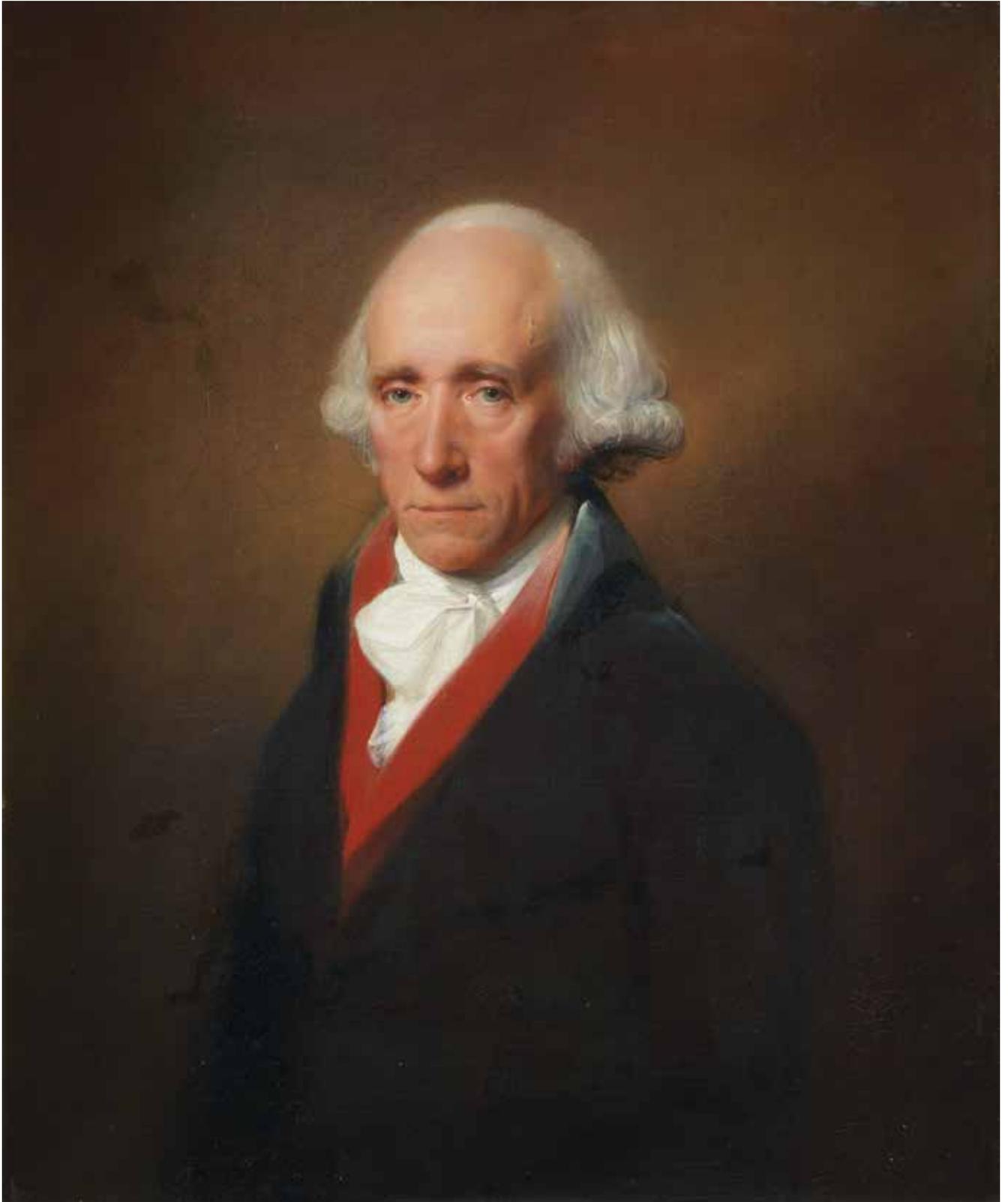
Hastings (1732-1818), First Governor General of Bengal, 1952, no. 25, pp 8-9

Engraved

William Bromley, 1797

Warren Hastings was the first and most famous of the British Governor Generals of India. He dominated Indian affairs from 1772 to 1785 and, on his return to England, was impeached and finally acquitted following a sensational and historic 7-year trial.

After the trial, Hastings rewarded his loyal allies and close acquaintances with gifts of portraits. Sittings to Abbott are recorded in Hastings's diary on 10 August, 7 October and 15 December 1796. In this very well-observed example, Abbott captures the intelligence, sensitivity, and resilience of Hastings. This portrait was purchased in India by 1st Earl of Northbrook, Viceroy of India, and hung in the dining room at Stratton Park, his home in Hampshire.





7

ATTRIBUTED TO JAN PAUWEL GILLEMANS I (ANTWERP 1618-1675)

Portrait of a gentleman, half-length, surrounded by a garland of flowers and fruit

remains of signature (on plinth, lower left)

oil on canvas, with the central section inserted

101 x 75.5cm (39 3/4 x 29 3/4in).

£6,000 - 8,000

€6,800 - 9,100

\$7,900 - 11,000



8

WILLEM VAN ROYEN (AMSTERDAM 1672-1742)

A citron-crested cockatoo, two red macaws, a green parrot and a marmoset, with apples and figs
signed and dated 'W.V: Royen f/ 1706' (lower centre)
oil on canvas

122.2 x 101.4cm (48 1/8 x 39 15/16in).

£20,000 - 30,000

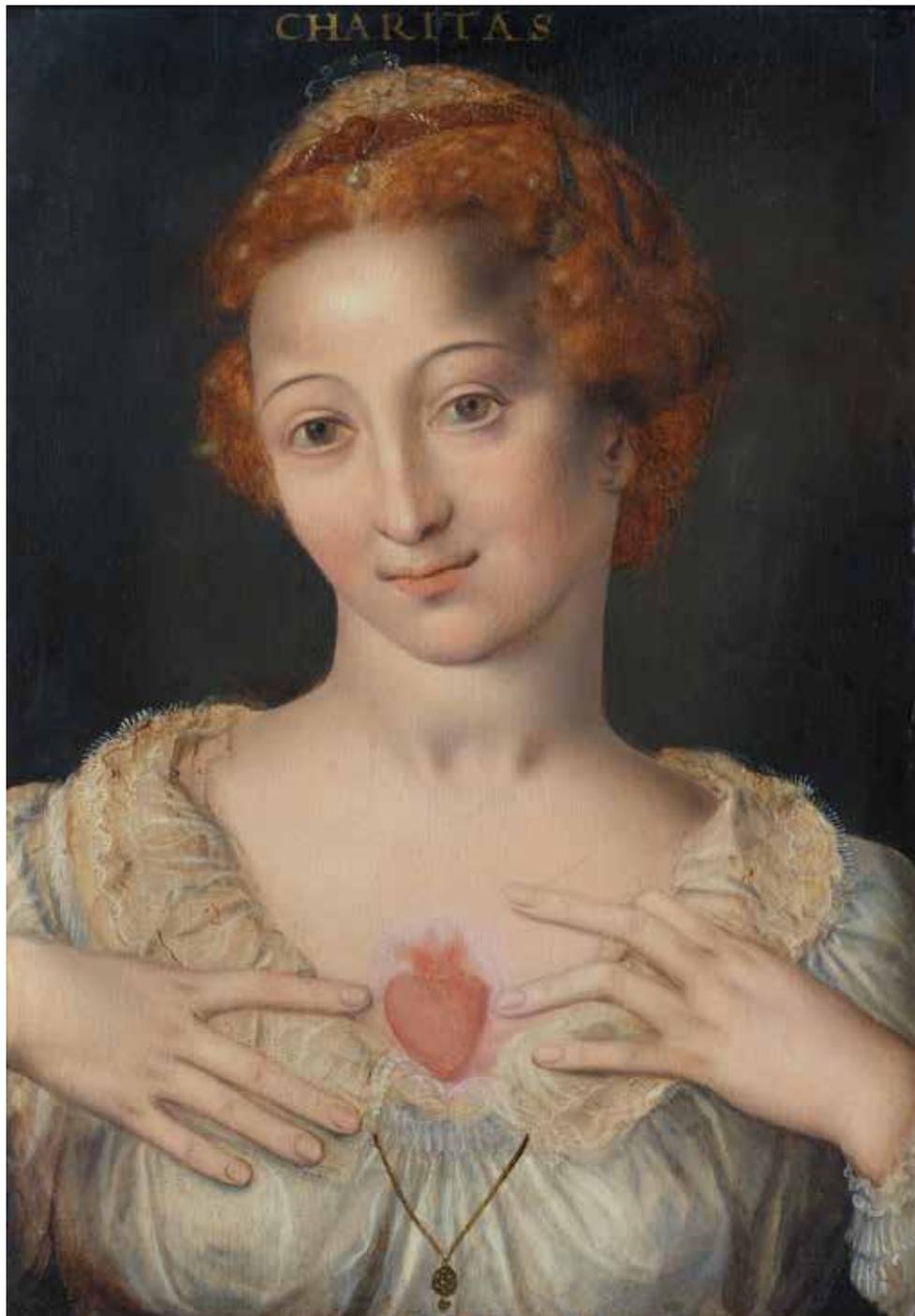
€23,000 - 34,000

\$26,000 - 40,000

Provenance

Lady Alexandra Louise Elizabeth Acheson (1878-1958) who married Lt.-Col. Hon. Frederick William Stanley, son of the 16th Earl of Derby, and thence by descent to the present owner

A native of Amsterdam, van Royen most probably studied under Melchior d'Hondecoeter (Utrecht 1636-1695 Amsterdam). He specialised, like Hondecoeter, in hunt still lifes and the depiction of exotic birds, as with the present work. A pair of paintings, of similar dimensions, can be found in the Wallace Collection (Accession nos. P62 and P67).



9

WORKSHOP OF VINCENT SELLAER (MALINES CIRCA 1539-1589)

Charity

bears inscription 'CHARITAS' (upper centre)

oil on panel

46.2 x 32.4cm (18 3/16 x 12 3/4in).

£8,000 - 12,000

€9,100 - 14,000

\$11,000 - 16,000



10

ANTWERP SCHOOL, 17TH CENTURY

Ecce Homo, with scenes of The Flagellation and the Mocking of Christ
in the background

oil on panel, arched top

47.8 x 36.1cm (18 13/16 x 14 3/16in).

unframed

£8,000 - 12,000

€9,100 - 14,000

\$11,000 - 16,000

11 *

JAN VAN OS (MIDDELHARNIS 1744-1808 THE HAGUE)

Grapes, peaches, pomegranates, a melon and other fruit on a stone ledge with flowers

signed 'J. Van Os fecit.' (lower right)

oil on panel

79.7 x 58.3cm (31 3/8 x 22 15/16in).

£50,000 - 70,000

€57,000 - 80,000

\$66,000 - 92,000

Provenance

With Abels, Cologne

With John Mitchell and Sons, circa 1966

The Brocklehurst Collection, Jersey and thence by descent to the present owner

Literature

P. Mitchell, *Jan Van Os 1744-1808*, Leighton-on-Sea, 1968, p. 19, cat. no. 9, ill., pl. 9

Born in the Zeeland village of Middelharnis, Jan van Os was first apprenticed to the decorative painter Aert Schouman in The Hague. His early specialisation was in seascapes, but after turning to the depiction of still lifes of flowers and fruit and finding his outstanding ability in this genre so well received, this became the staple of his output. The present composition is in precisely the style that Jan van Huysum had popularised earlier in the century, as can be compared in the latter's *Still life of Flowers and Fruit* in the J. Paul Getty Museum, for example. The demand for the works of van Huysum in this vein had been fierce prior to that artist's death in 1749 and as a result of van Os's extraordinary talent the younger artist was able to supply the market once more with still lifes of exceptional quality, reigning supreme in this genre during the second half of the eighteenth century. His continual repute and popularity ever since is borne out by the presence of his works in the Rijksmuseum in Amsterdam, the National Gallery in London, the Louvre in Paris, the Ashmolean in Oxford and the Fitzwilliam in Cambridge.





12

JACOB DUCK (UTRECHT 1600-1667)

Elegant figures in an interior

oil on canvas

51 x 62.1cm (20 1/16 x 24 7/16in).

£12,000 - 18,000

€14,000 - 20,000

\$16,000 - 24,000



13

PIETER DE HOECH (ROTTERDAM 1629-1684 AMSTERDAM)

A guardroom interior with soldiers and a woman playing cards
oil on panel, the reverse stamped with the panel-maker's mark of a star
46.7 x 64.2cm (18 3/8 x 25 1/4in).
unframed

£20,000 - 30,000

€23,000 - 34,000

\$26,000 - 40,000

Provenance

Sale, Christie's, London, 20 July 1990, lot 143 (as 'Attributed to Pieter de Hooch, and The Property of an Institution, sold for £23,000)
Sale, Sotheby's, London, 18 April 2000, lot 17 (The property of a gentleman)

Literature

P.C. Sutton, *Pieter de Hooch, 16289-1684*, exh. cat., New Haven and London, 1998, under 'Addendum to the 1980 Catalogue Raisonné', p. 182, cat. no. 164, ill.

The present work was first published by Peter Sutton in his 1998 De Hooch exhibition catalogue as a supplement to his 1980 catalogue raisonné. He suggests a date of the first half of the 1650s and compares it to De Hooch's *Guardroom Interior* in the Galleria Borghese, Rome (inv. no. 269, see: Sutton, *ibid*, cat. no. 10).



14



15

14
JACOPO VIGNALI (PRATO VECCHIO 1592-1664 FLORENCE)

Saint Lawrence
 oil on canvas
 108.6 x 76.2cm (42 3/4 x 30in).
 unframed

£20,000 - 30,000
 €23,000 - 34,000
 \$26,000 - 40,000

Provenance

Probably, Sir Archibald Edmonstone, 5th Bt. of Duntreath (1867-1954), who was a frequent visitor to Florence where his youngest sister, Alice, The Hon. Mrs George Keppel, lived
 Sale, Christie's, New York, 19 April 2007, lot 246

Literature

F. Moro, *Viaggio nel Seicento toscano: dipinti e disegni inediti*, Mantua, 2006, pp. 120-1, fig. 9

Francesca Baldassari confirmed the attribution to Vignali at the time of the 2007 sale.

15 TP
NORTH ITALIAN SCHOOL, 17TH CENTURY

Hagar and the Angel
 oil on canvas
 112 x 142.8cm (44 1/8 x 56 1/4in).

£12,000 - 18,000
 €14,000 - 20,000
 \$16,000 - 24,000



16

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

Orpheus charming the animals
oil on panel
22.7 x 40.6cm (8 15/16 x 16in).

£10,000 - 15,000
€11,000 - 17,000
\$13,000 - 20,000



17

DUTCH SCHOOL, 17TH CENTURY

An Italianate landscape with a monastery

oil on canvas

57.4 x 135.2cm (22 5/8 x 53 1/4in).

£4,000 - 6,000

€4,500 - 6,800

\$5,300 - 7,900





19

18

GIOVANNI BATTISTA PITTONI (VENICE 1687-1767)

The Immaculate Conception with Saints Joseph and Anthony
oil on canvas, shaped top
56.2 x 29.1cm (22 1/8 x 11 7/16in).
unframed

£20,000 - 30,000
€23,000 - 34,000
\$26,000 - 40,000

Provenance

John Inglis, Lord Glenconce (1810-1891), Lord Justice-General of Scotland (according to a label on the reverse, "Lord President Inglis")
R.H. Bamberger, by whom sold to the following
With Thomas Agnew and Sons, London, where purchased by
C.L.Loyd, 5 April 1961, by whom offered
Sale, Christie's, London, 6 July 2007, lot 216

Literature

F. Zava Boccazzi, *Pittoni. L'opera completa*, Venice, 1979, p. 131, no. 71, fig. 479
The Loyd Collection of Pictures and Drawings at Betterton House, Lockinge near Wantage, Berkshire, London, 1967, p. 36, no. 54
The Loyd Collection of Pictures and Drawings at Betterton House, Lockinge near Wantage, Berkshire, London, 1991, p. 23, no. 54 ill.

In her catalogue entry for the work, Boccazzi suggests a dating of the first half of the 1750s and draws comparison with two small works on paper, now in a private collection, Lombardy (see Boccazzi, *ibid.*, p. 135, cat. nos 85 and 86). She also notes that this is the only example of an *Immaculate Conception* by the artist.

19

APOLLONIO DOMENICHINI (VENICE CIRCA 1740-1760), FORMERLY KNOWN AS THE MASTER OF THE LANGMATT FOUNDATION VIEWS

View of the Piazza San Marco, Venice
oil on canvas
26 x 39cm (10 1/4 x 15 3/8in).
unframed

£10,000 - 15,000
€11,000 - 17,000
\$13,000 - 20,000

Provenance

Sale, Sotheby's, New York, 26 January 2007, lot 214



20

BOLOGNESE SCHOOL, 16TH CENTURY

Saint Catherine of Alexandria

oil on canvas

94.3 x 72.3cm (37 1/8 x 28 7/16in).

£6,000 - 8,000

€6,800 - 9,100

\$7,900 - 11,000

Provenance

The Parsons family collection and by descent to Edwin H. Parsons, by whom gifted to a religious institution, 1958 (all according to a plaque on the frame)



21

**ATTRIBUTED TO ALESSANDRO CASOLANI, CALLED
ALESSANDRO DELLA TORRE (SIENA 1552-1606)**

The Madonna and Child with Saints Bernardino and Catherine of Siena

oil on canvas

73 x 52.4cm (28 3/4 x 20 5/8in).

£8,000 - 12,000

€9,100 - 14,000

\$11,000 - 16,000

22

PIER FRANCESCO BISSOLO (TREVISO 1470-1554 VENICE)

The Madonna and Child with Saints John the Evangelist, James the Greater, Peter and others with a donor

oil on panel

97.5 x 122.6cm (38 3/8 x 48 1/4in).

£30,000 - 50,000

€34,000 - 57,000

\$40,000 - 66,000

Provenance

Sale, Christie's, London, 8 July 2005, lot 84

Traditionally thought to have been born in Treviso, Francesco Bissolo is first recorded as working for the pre-eminent 16th century Venetian painter, Giovanni Bellini. He is mentioned as an assistant to Bellini on his work on the ceiling of the *Sala del Maggior Consiglio* in the Doge's Palace in 1492. He most probably remained with his master until about 1510 but his stylistic dependence on Bellini remained throughout his long career.

The extreme softness in the modelling of the figures in the present *Madonna and Child with Saints* is typical of Bissolo's *oeuvre*. This soft technique reveals an awareness of the work of the slightly younger artist, Palma Vecchio. Furthermore, Bissolo repeats the gesture of the Madonna reaching out to the donor that Palma uses in his *Madonna and Child with Saints and a Donor* now in the Museo Nacional Thyssen-Bornemisza (inv. no. 309 (1934.36)) of circa 1518-20.





23 TP

FLORENTINE SCHOOL, EARLY 17TH CENTURY

Portrait of a lady, traditionally identified as Giulia Ruini Musotti, three-quarter-length, in a red brocade gown with a winged collar, standing with her dog beside her

bears inscription 'IVLIA RVINA MVSOTTA / POLITIORIBVS LITERIS / ET EGREGIIS MORIBVS, / SVpra SEXVM EXCVLTA / OBIIT ANNO AETATIS XV' (upper right)

oil on canvas

129.5 x 98.2cm (51 x 38 11/16in).

£15,000 - 20,000

€17,000 - 23,000

\$20,000 - 26,000

Provenance

Count Francesco Cavazza, Bologna, by 1911
Private Collection, Italy

Exhibited

Florence, Palazzo Vecchio, *Mostra del Ritratto italiano*, March-October 1911, sala XV, no. 32, in celebration of the 50th anniversary of the Unification of Italy

The noblewoman in the present portrait is depicted in a sumptuous dress typical of the period and inspired by Spanish fashions. Her lace collar *a lattuga* sits at the top of her stiff bodice and her voluminous false sleeves fall over equally elaborate sleeves made of finer fabric. The elongated bodice comes to a point well below the waist and sits above her wide skirt supported by a stiff farthingale. The attenuated form of the bodice is echoed by the long strand of pearls around her neck along with an elaborately worked necklace. The whole ensemble serves to give an impression of great luxury and is of the type shown in the portrait of a member of the Medici family now hanging in the Museo degli Argenti in Palazzo Pitti.

The present work is notable for the particular attention the artist has paid to the finer details of the costume, whilst a strong sense of perspective in some areas is lacking. In this way the artist has brought into relief the figure and in so doing, has created a sense of the noblewoman's isolation and distinction, following in the tradition of Bronzino's portraiture. The present work is typical of other portraits of the turn of the 16th Century and, stylistically speaking, anticipates the work of the young Justus Sustermans, an artist so closely associated with the Medici family in the 17th century.



24

**ATTRIBUTED TO LAVINIA FONTANA (BOLOGNA 1552-1614
ROME)**

Portrait of a gentleman, bust-length, in a red and yellow brocade
jacket, with a lace collar
oil on silvered copper, *tondo*
14.5 (5 11/16 in.) diameter
unframed

£15,000 - 20,000

€17,000 - 23,000

\$20,000 - 26,000

Provenance

With Haboltdt, Paris
Private Collection, Germany
Sale, Christie's, London, 6 July 2007, lot 221



25 TP

ROMAN SCHOOL, FIRST HALF OF THE 17TH CENTURY

Diogenes

bears initials 'SR' (on rock, lower left)

oil on canvas

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

£8,000 - 12,000

€9,100 - 14,000

\$11,000 - 16,000

Provenance

Private Collection, Italy

Stylistically, the current painting belongs to the group of artists active in Rome in the 17th Century later described as the *pittori del dissenso*. Giovanni Benedetto Castiglione called il Grechetto, Andrea de Leone, Pier Francesco Mola, Pietro Testa and Salvator Rosa all came together in Rome at this point and demonstrated similar artistic sensibilities. The particular quality of the present work is revealed in the understated gesture of the central figure, the brooding, romantic landscape in the distance and the detailed still life in sharp relief, lower centre. The inscription on the cover of the book held by Diogenes – LODIAM IL FINE – reveals in particular Salvator Rosa's interest philosophical subjects and the monogram and the inscription are a further reference to the latter artist's work.

One of the founders of the Cynical school, Diogenes was known for his non-conformist existence, marked by his disregard for material objects and his embracing of poverty. Here Diogenes is represented in the act of distancing himself from his material life, represented by the rich still life at his feet, and taking up the path of philosophy. Standing before his simple shelter, he is simply clothed and carries with him a book, symbolising his knowledge.



26

SALVATOR ROSA (ARENELLA 1615-1673 ROME)

Satyrs carousing with maidens
 signed 'Rosa' (strengthened, lower right)
 oil on canvas
 106.8 x 106.8cm (42 1/16 x 42 1/16in).

£20,000 - 30,000
€23,000 - 34,000
\$26,000 - 40,000

Provenance

Probably the Collection of Don Antonio Ruffo, Prince of Scaletta by 25 July 1663 (un quadro di Salvator Rosa di palmi 5 in quadro conserto di dui satiri, e tre ninfe figure di tre palmi)
 Sale, Sotheby's, London, 18 October 1989, lot 115
 Sale, Sotheby's, London, 17 April 1991, lot 170
 Sale, Phillips, London, 15 December 1998, lot 28 (the Property of a gentleman)

Literature

Vita e Opere di Salvator Rosa: Pittura, Poeta, Incisore, con Poesie e Documenti Inediti del Dr. Leandro Ozzola, Strasbourg, 1908, p. 413
 C. Volpi, Salvator Rosa (1615-1673), "pittore famoso", Rome, 2014, p. 553, cat. no. 258, ill. p. 553

The present canvas is mentioned along with two others as being for sale in Salvator Rosa's workshop in a letter from Messina by a certain Giuseppe de Rosis to Don Antonio Ruffo, date 2 June 1663:

'Rosa told me that he had two extremely beautiful pictures and of the very best to come out of his hands that are of figures. I told him that he should write a note to me about them, and he therefore gave me the attached note: For Sale a picture of 5 palms, by 5 palms, in which I have painted some Satyrs Carousing with Maidens, the figures measure 3 palms' (see Volpi, p. 553).

The presence of this work in Rosa's studio in 1663 would tend to support the stylistic evidence that it forms part of the Master's late oeuvre.



27 *

SIR WILLIAM BEECHEY (BURFORD 1753-1839 HAMPSTEAD)

The three Vandergucht children with a kite in a wooded landscape

oil on canvas

35 x 30cm (13 3/4 x 11 13/16in).

£10,000 - 15,000

€11,000 - 17,000

\$13,000 - 20,000

Provenance

With Newhouse Galleries, New York (according to a label on the reverse)

Private Collection, Texas

Beechey was highly valued for his portraits of groups of siblings in landscapes, very often with the boy depicted in a striking red outfit, such as in his portrait of Sir Francis Ford's children in Tate, London, and The Shelly Children in the Museum of the Shenandoah Valley, Virginia. Sir Joshua Reynolds painted two of the children of Benjamin Vandergucht 1753-94), a painter of portraits and theatrical scenes who also worked as a dealer and picture-cleaner.



28

WILLIAM OWEN (LUDLOW 1769-1825 LONDON)

Portrait of Emily St Clare: Expectation

oil on canvas

76.4 x 64cm (30 1/16 x 25 3/16in).

£6,000 - 8,000

€6,800 - 9,100

\$7,900 - 11,000

Provenance

Presumably commissioned by John Leicester, 1st Baron de Tabley, before 1821, by whose heirs sold Christie's London, 7 July 1827, lot 14 (bt. £36.15 by Michael Peacock) Sale Edward Foster, London, 19 March 1833, lot 94 (bt. £5.5 by Col. Ainsley) Collection of Miss Eleanor Keen (d. 1940), and thence by descent to the present owner

Literature

J. Young *Catalogue of Pictures by British Artists in the Possession of Sir John Fleming Leicester*, 1821, no. 54

Engraved

Charles Turner

Described in his obituary as 'the greatest patron of the national school of painting that our island ever possessed' (*Gentleman's Magazine*, vol. 97, pt. 2, p. 273), John Fleming Leicester, first Baron de Tabley (1762–1827), was the eldest surviving son of Sir Peter Leicester, fourth baronet (1732–1770), and his wife, Catherine (d. 1786). Always a keen promoter of the English school of painting, he converted three rooms at Tabley House, Cheshire, into a gallery and from April 1818 onwards, he opened the doors of his London home at 24 Hill Street in Mayfair allowing the public to visit his collection.

From about 1800, Lord Leicester commissioned William Owen, amongst others, to paint numerous fancy pictures of his mistress Emily St. Clare, including the present work. She was later pensioned off when he married Georgiana Maria Cottin, a granddaughter of the architect Sir William Chambers. Owen went on to paint Lady Leicester several times and various portraits of her still hang at Tabley House, along with Sir Thomas Lawrence's depiction of her as *Hope*.

29

GASPAR DE CRAYER (ANTWERP 1584-1669 GHENT)

The Penitent Magdalen

oil on canvas

91.8 x 71.1cm (36 1/8 x 28in).

unframed

£20,000 - 30,000

€23,000 - 34,000

\$26,000 - 40,000

Provenance

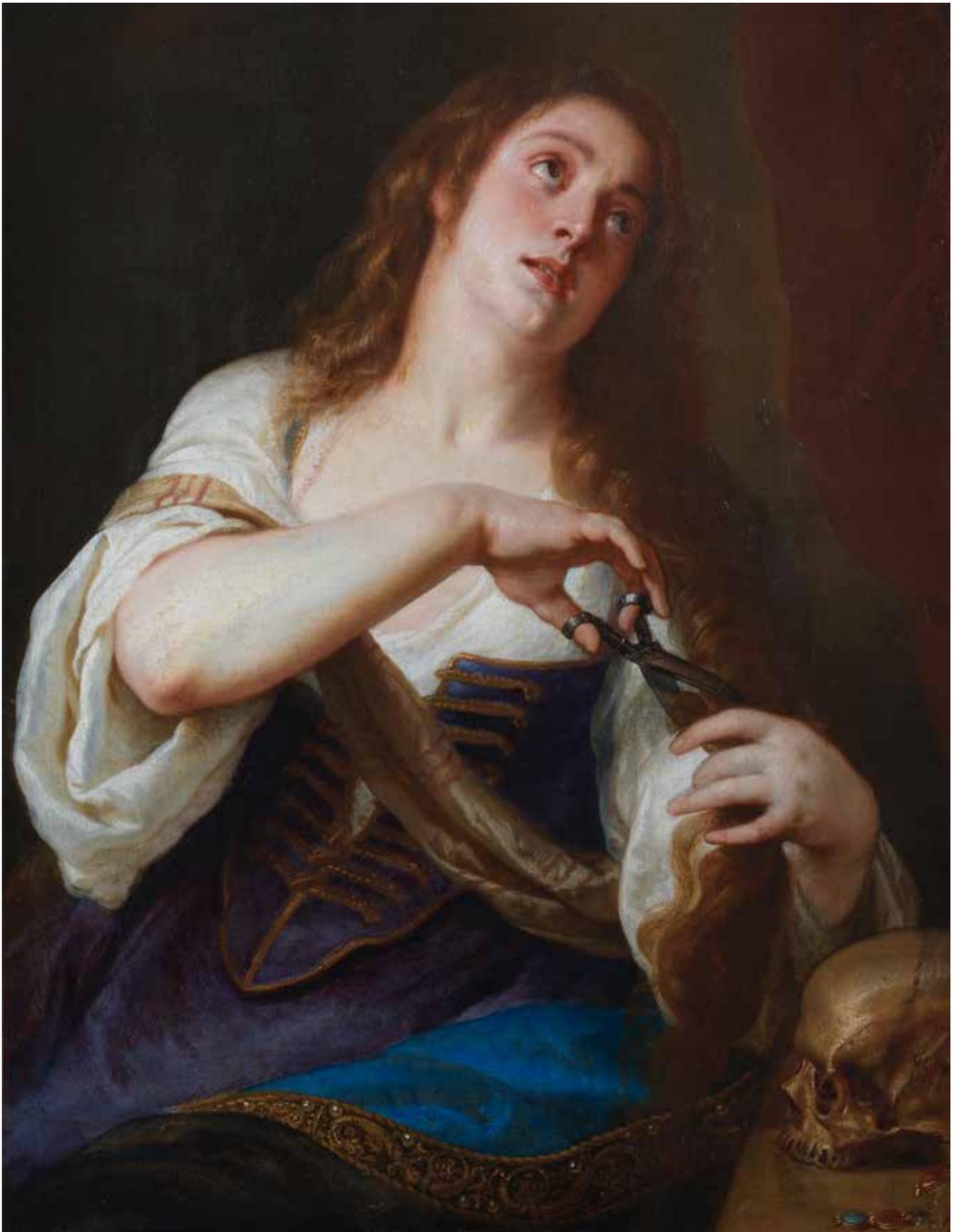
Sale, Fievez, Brussels, 6-7 December 1935, lot 42

Sale, Christie's, New York, 17 October 2006, lot 288

Literature

H. Vlieghe, *Gaspar de Crayer, Sa vie et ses oeuvres*, Brussels, 1972, vol. I, p. 247, no. A237, vol.II, pl. 220 (as 'whereabouts unknown')

The present work is published as 'location unknown' in Vlieghe's 1972 publication on de Crayer. It relates to a larger version in the Musée des Beaux-Arts in Valenciennes (oil on canvas, 117 x 98cm., see: Vlieghe, *ibid*, no. A236).





30

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

The Queen of Sheba before King Solomon

oil on copper

52.9 x 40.1cm (20 13/16 x 15 13/16in).

£20,000 - 30,000

€23,000 - 34,000

\$26,000 - 40,000

Provenance

Sale, Sotheby's, London, 6 December 1995, lot 196, where purchased

by Private Collector, by whom offered

Sale, Sotheby's, London, 10 April 2003, lot 23



31

**JACOPO NEGRETTI, CALLED PALMA IL GIOVANE (VENICE
CIRCA 1548-1628)**

The Marriage of the Virgin
oil on canvas
115 x 105cm (45 1/4 x 41 5/16in).
unframed

£20,000 - 30,000
€23,000 - 34,000
\$26,000 - 40,000

Provenance

Sale, Finarte, Venice, 21 May 2006, lot 20

Another version of the present work is in the church of Spirito Santo, Venice (oil on canvas, 322 x 168cm). A preparatory drawing of the praying female figure, far right, was offered for sale at Sotheby's, London, 8 June 1972, lot 238.

We are grateful to Stefania Mason Rinaldi for confirming the attribution on the basis of photographs.



32

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

Portrait of Lady Elizabeth Hastings, half-length, in a blue and gold embroidered dress with a white wrap
oil on canvas
76.2 x 63.5cm (30 x 25in).

£8,000 - 12,000

€9,100 - 14,000

\$11,000 - 16,000

We are grateful to David Mannings for confirming the attribution to Joshua Reynolds upon first hand inspection.

The sitter, Elizabeth Hastings was born to Theophilus Hastings, 9th Earl of Huntingdon and Selina Shirley, of Donnington Park, Leicestershire, in 1731. She married John Rawdon, 1st Earl of Moira in 1752 and became Countess of Moira and Baroness Rawdon. Upon the death of her heirless brother, Francis Hastings, 10th Earl of Huntingdon, in 1789 she inherited five English baronies: Baroness Botreaux, Baroness Hungerford, Baroness de Moleyns, Baroness Hastings of Hastings and Baroness Hastings of Hungerford. She died in 1808 and her baronies were inherited by her son, Francis.



33 * TP

ROBERT DODD (BRITISH, 1748-1816)

The merchantman *Delaford* outward bound from London and approaching Greenwich Hospital as she sails down-river oil on canvas

78.5 x 124.5cm (30 7/8 x 49in).

£8,000 - 12,000

€9,100 - 14,000

\$11,000 - 16,000

Provenance

Probably commissioned by the vessel's original owner Mr Samuel Boddington to mark her completion in 1788

With Tennant Galleries, Los Angeles, 1980

Private Collection, USA

The 393-ton merchantman *Delaford* was built on the Thames at Blackwall in 1787. Despite her place of birth however, she was not an East Indiaman – virtually all of which emanated from the same Blackwall yards – but, rather, was designed as a three-decked West Indiaman intended for trade with the rich ‘sugar islands’ of the Caribbean. Completed in 1788 with ‘no expense spared’, her total cost was £3,739, not only a massive sum at that time but also, in fact, the largest amount expended on any vessel (excluding East

Indiamen) launched from Blackwall in the fifty years between 1749 and 1799. Owned for most of her surprisingly long life by Mr. Samuel Boddington of London, *Delaford's* first master was Captain G. Young and she sailed exclusively to St. Vincent well into the 1820s. By 1802, and now under Captain W. Young, her hull had been copper-sheathed (in 1796) and she had acquired 2 4-pounder guns for protection during the seemingly endless French Wars. By 1807, her armament had increased to 2 6-pdrs. and 4 4-pdrs. and it was noted by Lloyd's Surveyors that same year that she was in “good repair”, a state maintained throughout Boddington's long tenure of ownership. Sometime later in the 1820s, she was sold into the Mediterranean trade and although her demise is unconfirmed, a vessel of this very distinctive and unusual name was driven ashore in Dundrum Bay, Co. Down, Ireland, in 1831 and declared a total loss. Whilst the precise date of wreck is also unknown, the stranded ship was said to be on passage from Liverpool to Lisbon and since she was the only recorded vessel of this name at this time, it seems highly probable that this is where the Thames-built *Delaford* of 1787 met her end.

Delaford's portrait was also painted by W.J. Huggins and this work is currently held at the National Maritime Museum, ref. BHC 3283, and measures 31.5 x 50ins. (80 x 127cms).

We are grateful to Michael Naxton for his assistance with cataloguing this lot.

34

JAN ASSELIJN (DIEPPE CIRCA 1610-1652 AMSTERDAM)

Peasants merrymaking among ruins, an Italianate landscape beyond
signed with monogram 'JA' (lower right)
oil on canvas
61.2 x 50.8cm (24 1/8 x 20in).

£20,000 - 30,000

€23,000 - 34,000

\$26,000 - 40,000

Provenance

Sale, Bonhams, London, 14 December 1978, lot 30
With Rafael Valls, London, 1979
Private Collection, Germany, 1986 (according to literature)
Sale, Sotheby's, New York, 25 January 2001, lot 108

Exhibited

Cologne, Wallraf-Richartz Museum, *I Bamboccianti. Niederländische Malerrebellen im Rom des Barock*, 28 August- 17 November 1991, cat. no. 1.1
Utrecht, Centraal Museum, *I Bamboccianti. Niederländische Malerrebellen im Rom des Barock*, 6 December 1991 - 9 February 1992, cat. no. 1.1

Literature

Weltkunst, vol. 49, no. 13, 1 July 1979, p. 1630
A-C. Steland-Stief, in D. Levine & E. Mai (ed.), *I Bamboccianti. Niederländische Malerrebellen im Rom des Barock*, exh. cat. 1991, pp. 114-116, cat. no.1.1, ill., p.115

Anne-Charlotte Steland-Stief suggests that the present work dates from Asselijn's early Italian period, circa 1639-40 (see Literature). During this period Asselijn was influenced by a group of Dutch Italian artists, including Pieter van Laer, known collectively as the *Bamboccio*.

The motif of peasants and animals in Roman ruins was a popular subject for Asselijn, and one that he repeated throughout his Italian period and continued to do so after his return to The Netherlands. A similar work, also dated to Asselijn's early period in Rome, is in the Wadsworth Atheneum, Hartford (inv. no. 1917.1).





35 TP

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

The Adoration of the Shepherds

oil on canvas

159.6 x 140cm (62 13/16 x 55 1/8in).

£7,000 - 10,000

€8,000 - 11,000

\$9,200 - 13,000



36

ANDREA VICENTINO (VICENZA 1542-1617 VENICE)

The Crucifixion

oil on canvas

111.8 x 85.1cm (44 x 33 1/2in).

£7,000 - 10,000

€8,000 - 11,000

\$9,200 - 13,000

Provenance

Sale, Christie's, Milan, 7 June 2006, lot 57 (as Palma il Giovane)

Sale, Sotheby's, New York, 26 January 2007, lot 200 (as Palma il Giovane)

We are grateful to Stefania Mason Rinaldi for confirming the attribution on the basis of photographs.

37

SEBASTIANO RICCI (BELLUNO 1659-1734 VENICE)

The Holy Family

oil on canvas

76.9 x 91.1cm (30 1/4 x 35 7/8in).

£60,000 - 80,000

€68,000 - 91,000

\$79,000 - 110,000

Provenance

Sale, Christie's, London, 28 April 1972, lot 89 (the property of a gentleman, as 'S.Ricci'), where purchased by the present owner

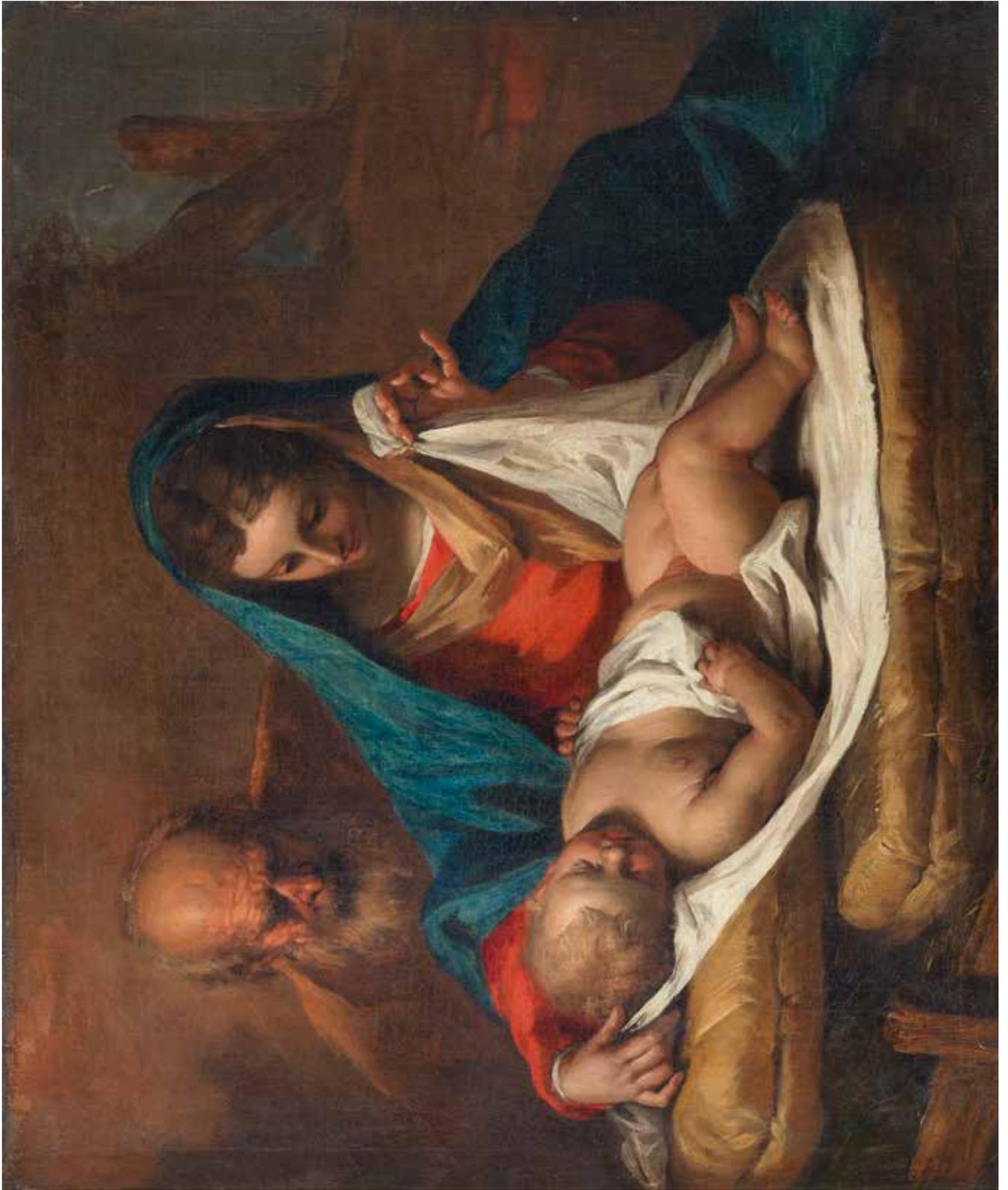
Literature

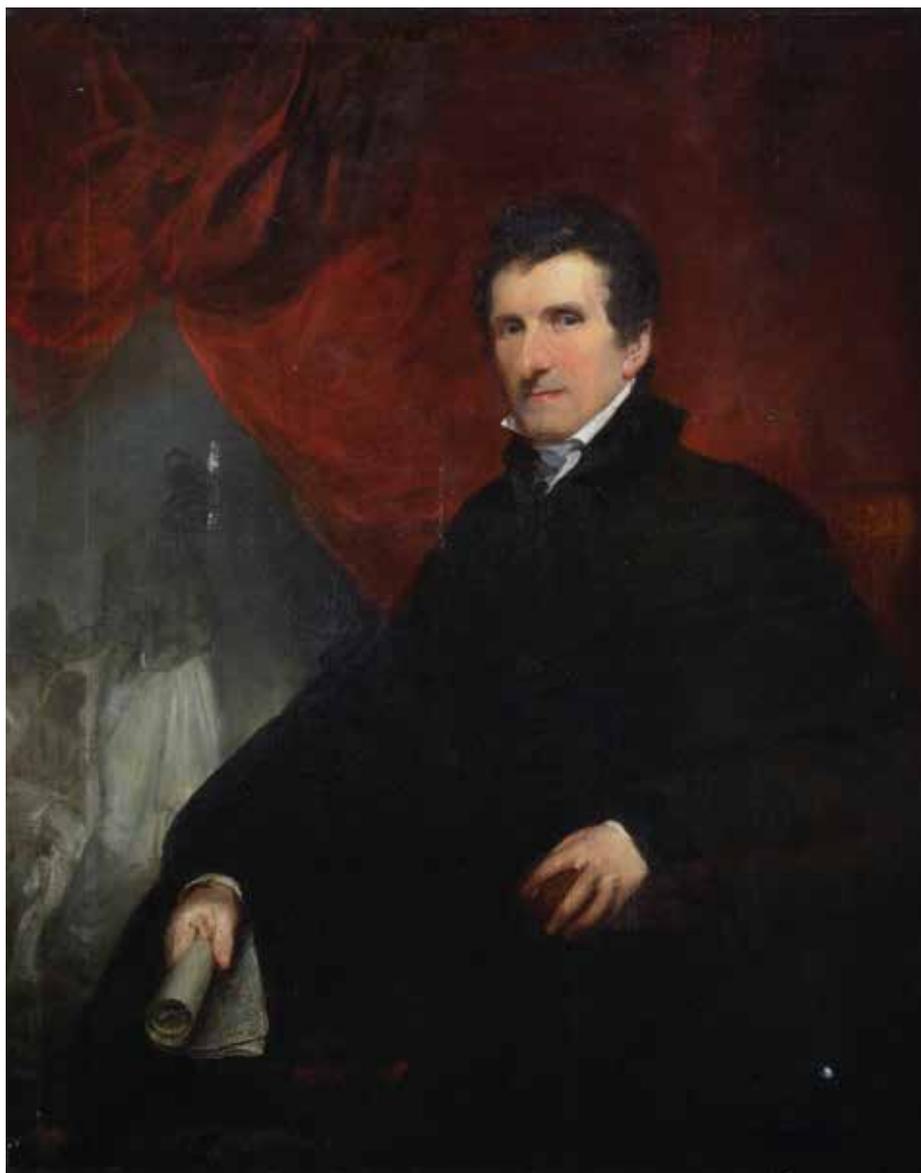
J. Daniels, *Sebastiano Ricci*, Hove, 1976, p. 60, cat. no. 181, ill., fig. 25

J. Daniels, *L'opera completa di Sebastiano Ricci*, Milan, 1976, pp. 117-118, cat. no. 330, ill.

A. Scarpa, *Sebastiano Ricci, 1659-1734*, Milan, 2006, p.208, cat. no. 187, p. 539, ill., pl. 395

The present painting is seemingly the sole extant version of a subject often treated by Ricci which depicts only the three main members of the Holy Family. It would appear to be a *Nativity* rather than, for example, a *Rest on the Flight*, since the straw and woodwork in the foreground imply a manger. The pose of the Madonna, particularly the hands, suggest a comparison with the Louvre *Triumph of Wisdom*, painted by Ricci just before 1718 as his *Morceau de Réception* for the *Académie Royale*, and a similar dating has been proposed for this work.





38

JOHN JACKSON (LASTINGHAM 1778-1831 LONDON)

Portrait of Antonio Canova, three-quarter length seated before a red curtain, a view to the studio beyond

oil on canvas

127.5 x 101.2cm (50 3/16 x 39 13/16in).

unframed

£10,000 - 15,000

€11,000 - 17,000

\$13,000 - 20,000

Provenance

Commissioned from the artist by Sir Francis Chantry R.A. from whose estate acquired by John Chapman Walker of Hillfield, Cheddar (according to an old label on the reverse)

With J.C. Naon & Cia, Buenos Aires, by whom sold in August 1938, lot 325

Possibly The Sheldon Swope Art Museum, Indiana Sale, Sotheby's, London, 19 March 2003, lot 61

Presumably commissioned by Sir Francis Chantry during his trip to Italy with John Jackson in 1819-20, the present work depicts the celebrated Italian sculptor Antonio Canova (1757-1822). Upon completion of his training in Venice, Canova travelled to Rome at the end of 1780. One of his first commissions in that city was for the Venetian ambassador, Girolamo Zulian, for whom he sculpted his *Theseus and the Minotaur*, now in the Victoria and Albert Museum. Through the latter he came into contact with many of the young artists active in Rome such as Batoni, Mengs, and Gavin Hamilton. By the end of the century Canova had become one of the most celebrated artists in Europe, working for patrons such as Napoleon and his family and the Duke of Bedford, as well as the Austrian Imperial family. After the fall of Napoleon, he was sent to Paris in order to reclaim works of art looted by the French. His trip was so successful that upon his return he was made Marchese d'Ischia.

The sculptures depicted in the background of the present work appear to be from those Canova designed for the tomb of the Archduchess Maria Christina of Austria in the Augustinian Church, Vienna. Another version of this portrait can be found at the Yale Center for British Art (accession no. B1974.3.10).



39

FRANCESCO ZUCCARELLI (PITIGLIANO 1702-1788 FLORENCE)

A river landscape with figures resting beneath a tree

oil on canvas

73.2 x 112.5cm (28 13/16 x 44 5/16in).

£10,000 - 15,000

€11,000 - 17,000

\$13,000 - 20,000

Provenance

With Thomas Agnew and Son, before 1952 (according to a label on the reverse)

With Galleria Canessa, Milan, where purchased by the present owner's grandfather

Literature

F. Spadotto, *Francesco Zuccarelli*, Milan, 2007, p. 164, cat. no. 361, illus. p. 330 (as one of a pair)

Spadotto dates this work and its pendant to the second half of the 1760s.

40

MEINDERT HOBBERMA (AMSTERDAM 1638-1709)

A wooded river landscape with figures on a path
signed with initials and dated 'MH F/1659' (lower right)
oil on panel
54.2 x 71cm (21 5/16 x 27 15/16in).

£150,000 - 200,000

€170,000 - 230,000

\$200,000 - 260,000

Provenance

The Monden Collection, Wiesbaden, Germany, until 1923
Sale, Muller, Amsterdam, 10 July 1923, lot 118
With Goudstikker, Amsterdam, 1926, cat. no. 30, no. 71, from whom
acquired by
A.C. Mees, Amsterdam, until 1947, when acquired by
B. Hoos, Wassenaar, until 1956
With Hoogsteder and Hoogsteder, The Hague, circa 1985, from whom
purchased by the present owner's father

Exhibited

Rotterdam, Boijmans-van Beuningen Museum, *Christmas Exhibition*,
1943

Literature

G. Brouhiet, *Meindert Hobbema*, Paris, 1938, p. 427, cat. no. 368, ill.,
p. 286
K.E. Simon, 'Review of Brouhiet', in *Zeitschrift für Kunstgeschichte*, 9,
1940, p. 207
W. Stechow, *Dutch Landscape Painting of the seventeenth century*,
London, 1968, pp. 76-80



The present impressive landscape by Meindert Hobbema which is dated 1659 sheds interesting light on this important artist's *oeuvre*. While a series of dated works from the first half of the 1660s have allowed art historians to gauge his development at that time, the position has been less clear before and after that period and parts of his career have been left to guesswork.

Jacob van Ruisdael testified in 1660 that Hobbema had 'served and learned from' him for 'some years', but most commentators have suggested that it was only in the early 1660s that Hobbema's landscapes started to develop under the obvious influence of Ruisdael, inferring that his master's active influence on his work was remarkably short-lived. Indeed, Hobbema's earliest landscapes, with their slender trees and airy vistas appear largely to have been somewhat different in character from those of the 1660s, conforming more to the style of Salomon van Ruysdael and Cornelis Vroom. Hobbema's earliest known dated work is a *View of a river* of 1658 in the Institute of Arts, Detroit (no. 89.38, see fig. 1). With its insubstantial trees this shows the influence of Cornelis Vroom, (compare, for example, Vroom's *River landscape, seen through trees*, on loan to the Mauritshuis. The 1658 Hobbema is very different in style from both the present work, which was executed in the following year, and from those works which we know to date from the early 1660s and which show the influence of Ruisdael. In the present work, the Ruisdaelian elements are particularly evident, including the design with a road running diagonally through a monumental stately forest, the pond and its vegetation in the foreground, and the lighting which artfully distributes glimmers of sunlight and places the tree trunks in silhouette. It might be compared, for example, to Ruisdael's *Edge of a forest with a grainfield* of 1655 in the Kimbell Art Museum. The present composition can thus be best aligned with those works from that short-lived period of closest affiliation with Ruisdael which are today celebrated as his masterpieces.

Despite these influences, Hobbema can nonetheless be distinguished from his master by his somewhat livelier and brighter view of nature: lighter, more colourful and expansive, his compositions gained greater freedom, and his touch became more fluid. It has been noted that Hobbema's landscapes consequently display a gentler aspect of the Dutch countryside than those of Ruisdael, exhibiting a different mood, generally avoiding his master's brooding melancholy with brighter tones and his characteristic palette of greens, yellows, greys and browns in the light-filled middle-distance. Here the fluid light conveys the calm and quiet of a sunny afternoon in the Dutch countryside, opening up the enclosure of the trees to the prospect of a meadow and the sun-drenched dunes beyond. The genre elements of the walking figures on the country road are also archetypal of Hobbema's work: thus a few bold touches of red which he uses for the characters' garments produce an eye-catching effect. This effect was, indeed, later to inspire one of Hobbema's greatest admirers: John Constable.



Fig. 1 Meindert Hobbema, *A River Scene*, 1658 / Detroit Institute of Arts, USA / Gift of James E. Scripps / © Bridgeman Images





41
**CIRCLE OF GERARD HOET THE ELDER
(BOMMEL 1648-1733 THE HAGUE)**

The Return of the Prodigal Son
indistinctly signed 'W ** fecit' (on plinth, lower right)
oil on canvas
94.2 x 106.5cm (37 1/16 x 41 15/16in).

£8,000 - 12,000
€9,100 - 14,000
\$11,000 - 16,000



42 TP

GÉRARD DE LAIRESSE (LIÈGE 1641-1711 AMSTERDAM)

Venus mourning the death of Adonis

signed with initials 'G.L.' (strengthened, lower left)

oil on canvas

120.3 x 133.7cm (47 3/8 x 52 5/8in).

together with an etching by the artist, *Venus mourning the death of Adonis*, 1680-85 (2)

£12,000 - 18,000

€14,000 - 20,000

\$16,000 - 24,000

Provenance

With J. van Rijn Fine Arts, Maastricht, 1986, where purchased by the present owner





44

43 *

VENETIAN SCHOOL, 18TH CENTURY

The entrance to the Cannaregio with the *campanile* of San Geremia; and The Punta della Dogana and Santa Maria della Salute seen from the Piazzetta, Venice

a pair, oil on canvas

38.1 x 53.3cm (15 x 21in). (2)

£15,000 - 20,000

€17,000 - 23,000

\$20,000 - 26,000

Provenance

The Brocklehurst collection, Jersey and thence by descent to the present owner

44 *

GIACOMO GUARDI (VENICE 1764-1835)

San Giorgio Maggiore, Venice, seen from the west

oil on canvas

17.8 x 24cm (7 x 9 7/16in).

£8,000 - 12,000

€9,100 - 14,000

\$11,000 - 16,000

Provenance

With Galerie Sedelemeyer, Paris (according to a wax seal on the reverse)

The Collection of Charles Stewart Smith, New York and thence by descent to

Howard C. Smith, in 1911 (according to a label on the reverse)

Sale, Anderson Galleries, New York, 4 January 1935, lot 83 (as

Property of the Heirs of the late Charles Stewart Smith, as Francesco Guardi), where most likely acquired by the present owner's father

45

JACOPO VIGNALI (PRATO VECCHIO 1592-1664 FLORENCE)

Saint James the Greater

oil on canvas, oval

102.9 x 84.5cm (40 1/2 x 33 1/4in).

unframed

£40,000 - 60,000

€45,000 - 68,000

\$53,000 - 79,000

Provenance

Probably acquired by John, 1st Lord Savile, g.c.b (1818-1896),

Ambassador to Italy 1883-7, and thence by inheritance at Rufford

Abbey, Nottinghamshire

Sale, Christie's, London, 18 November 1938, lot 23 (as 'G. de Crayer',

for 21gns.), where purchased by

Private Collection, by whom offered

Sale, Christie's, London, 8 December 2006, lot 237 (as Property of a

lady)

The attribution to Jacopo Vignali was kindly proposed by Francesca Baldassari at the time of the 2006 sale upon physical inspection of the work. She proposed a date of the early 1630s.





46

SIMONE PIGNONI (FLORENCE 1611-1698)

An Allegory of Purity

oil on canvas

58 x 48.5cm (22 13/16 x 19 1/8in).

£5,000 - 7,000

€5,700 - 8,000

\$6,600 - 9,200

Provenance

Sale, Christie's, London, 9 July 1999, lot 209

Literature

F. Baldassari, *Simone Pignone (Firenze, 1611- 1689)*, *Catalogo delle Opere*, Florence, Artema, 2008, cat. no. 19, p. 95

The composition of the present work is extremely close to Pignoni's *Santa Reparata* now in a private collection in Florence (*ibid.* p. 94, cat. no. 18). However, the addition of the lily allows this painting to be identified as an Allegory of Purity. In her catalogue entry Baldassari suggests a slightly later date for the present *Allegory* in comparison with his *Santa Reparata*, given the even softer treatment of the figure and the greater degree of *sfumato*.



47

**ATTRIBUTED TO PIETRO NOVELLI, CALLED IL MONREALESE
(MONREALE 1603-1647 PALERMO)**

Saint Peter healing Saint Agatha

oil on canvas

92.8 x 72.4cm (36 9/16 x 28 1/2in).

£20,000 - 30,000

€23,000 - 34,000

\$26,000 - 40,000

AERT VAN DER NEER (AMSTERDAM 1603-1677)

An evening landscape with fishermen in the foreground, figures resting beside a bridge, a village with a church spire and windmills to the left, a country tavern to the right and vessels on an estuary beyond signed with monogram 'AV DN' (lower right, both in ligature)
oil on canvas

42.5 x 58cm (16 3/4 x 22 13/16in).

£50,000 - 70,000

€57,000 - 80,000

\$66,000 - 92,000

Provenance

Sale, J. Viet, Amsterdam, 12 October 1774, lot 352 (sold for fl. 121)
With Leonard Koetser, London (*Eventide Landscape*, 1958 catalogue, no. 6, dimensions incorrectly given as 42.5 x 50 cm.), where purchased by the present owner's parents

Exhibited

Possibly, Arnhem, Gemeentemuseum, 1958, no. 19, ill. (see Schulz, *op. cit.* p. 381)

Possibly, Warsaw, Warsaw Muzeum Narodowe, 1958, no. 66/67 (cat. no. 66 (see Schulz, *op. cit.* p. 381)

Literature

C. Hofstede de Groot, *A Catalogue Raisonné of the Works of the Most Eminent Dutch Painters of the Seventeenth Century*, London, 1918, vol. VII, no. 322, p. 436

W. Schulz, *Aert van der Neer*, Doornspijk, 2002, no. 990, p. 381 (whereabouts unknown)

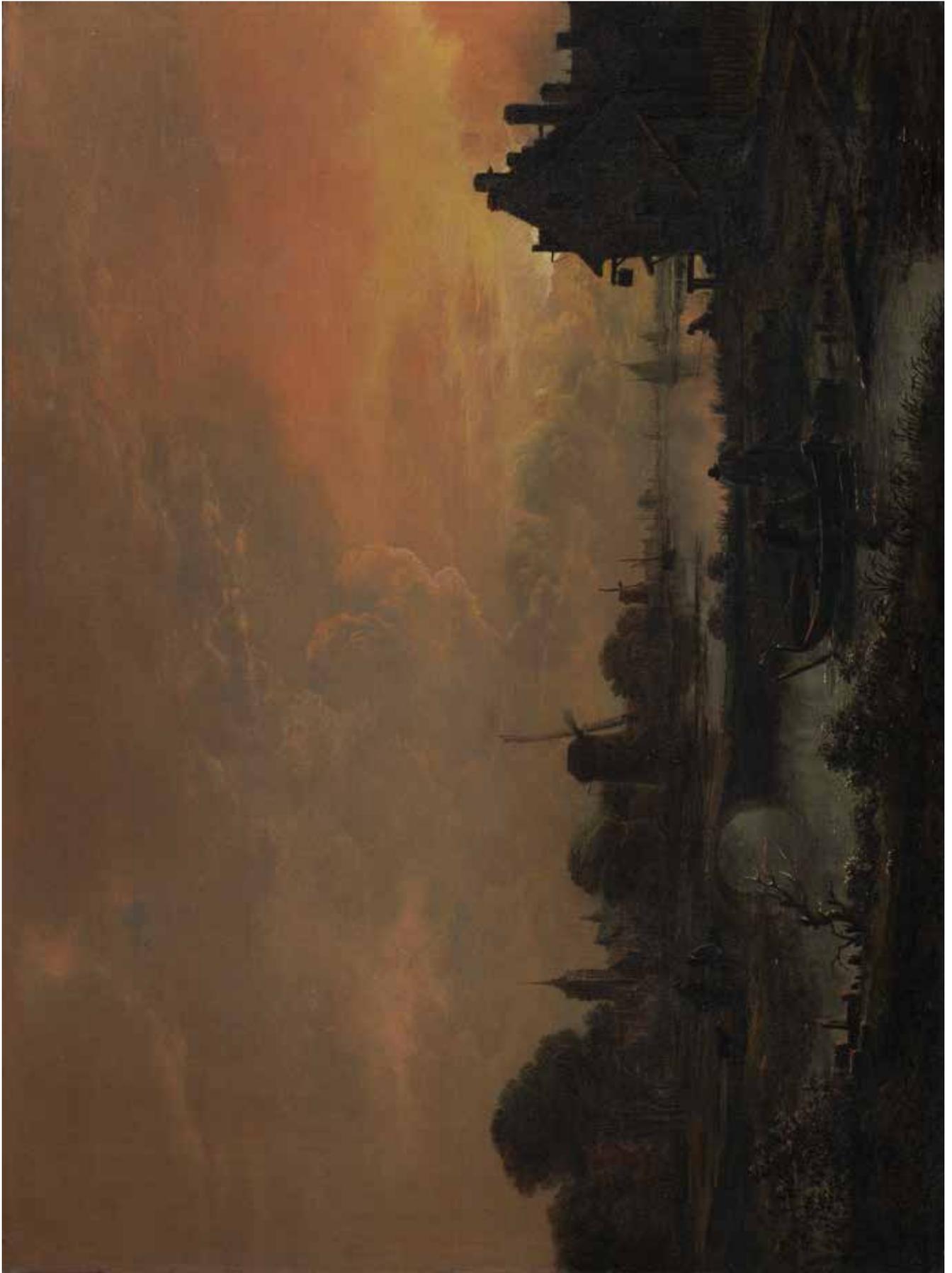
Hofstede de Groot describes the landscape by Aert van der Neer, sold in 1774 in Amsterdam as follows: 'Moonlit landscape with a river animated by various boats. In the foreground is a pool, where two fishermen are employed with a net. To the left a church with a tower and on the water some farmhouses. The ascending moon is to the right behind a house. - Faithful in light and in colouring. On canvas, 42.5 x 58 cm.' Because Schulz had not seen it and the 1958 catalogue gives the incorrect dimensions (42.5 x 65 cm.), he listed the Leonard Koetser picture as 'Attribution plausible' and 'possibly the copy sold in Amsterdam, 12 October 1774, lot 352'. In fact, both the description and dimensions match Hofstede de Groot's no. 322 exactly. Schulz compared the composition to a version of the subject that was sold in Cologne, 3 June 1959, lot 111; and to works exhibited in Arnhem in 1958 (no. 19, fig. 34) and at Warsaw, 1958 (no. 66.). Copies of the present composition are known: in Brugge Stadhuis (B 138869); and sale, Amsterdam (Brandt), 28 June 1973, lot 33, ill. The latter was attributed to Anthony van Borssom, a suggestion that was rejected by both Fredo Bachmann and Wolfgang Schulz.

As a painter of twilight, moonlit and winter landscapes, Aert van der Neer was one of the most important landscapists of his age, celebrated for his subtle portrayal of atmosphere. His early landscapes were influenced by the Camphuysen brothers, Raphael and Jochem Govertsz., the former probably being his master. He married their sister, Lysbeth in 1629. This influence is evident in the design of the present work which is framed by a church spire and two windmills on the left and an inn on the right while receding to a distant estuary beyond. A very similar composition, for example, with the church, the windmill and a boat in the foreground, a winter landscape on panel, 26.4 x 40.5 cm., is in the National Gallery, London. It was through these two brother artists and those of the Frankenthal school, such as Gillis d'Hondecoeter and Alexander Keirincx, that van der Neer inherited the compositional influence of the Flemish landscape tradition. Van der Neer's particular achievement, however, was that he augmented the established laws of perspective through his representation of light, often enhanced by cloud patterns and by the descent of dusk, through the use of subtle tonal changes, creating a sense of space and atmosphere. This could not be more evident than in the present poetic landscape.

The artist paid special attention to certain laws of nature, not only in the carefully considered detail in the sky, where imposing cloud formations are depicted with meteorological awareness, but most of all in his treatment of the reflection and diffusion of light with nuances of colour over a relatively monochrome landscape. The sunlight breaking through the clouds to the right of the present composition gives a clear, warm glow to the figures and other details it touches; while the artist's skill in conveying translucence allows those more distant details, lacking in the sun's light, to appear in the darkness through a variety of warm browns and steel greys.

Although he worked all his life in Amsterdam, his choice of subject matter reveals his love of the canals and woods around Haarlem and Leiden, and for the reaches of the Meuse and Rhine. Aert van der Neer's ultimate story is that of the classic impoverished artist, unappreciated in his own lifetime. In 1662, when he was documented as having been the keeper of a tavern with his son, Johannes, he was declared bankrupt and when his paintings were appraised they were considered to be of small value. It is a testament to his dedication as an artist, however, that van der Neer continued to paint while in a state of extreme poverty on the Kerkestraat in Amsterdam until his death.

We are grateful to Dr. Ellis Dullaert for her assistance in confirming the cataloguing of this lot.



49

SALOMON KONINCK (AMSTERDAM 1609-1656)

Esther's Banquet

signed and indistinctly dated '****ck ****' (lower left)

oil on canvas

118.1 x 123.2cm (46 1/2 x 48 1/2in).

unframed

£20,000 - 30,000

€23,000 - 34,000

\$26,000 - 40,000

Provenance

Probably London Art Market, 1920 (according to Hofstede de Groot, see Literature below)

Mrs. Catherine Georgina Brandt of Ellerbrook, Hale, Cheshire, by whose Estate offered,

Sale, Christie's, London, 19 December 1930, lot 49 (as F. Bol, for £42 to Webb)

With D. Vaarties, Rotterdam, by 1934

With D. Katz, Dieren

With Goudstikker Miedl, August 7, 1940 (inv. no. 5592)

With Brands, Tilburg (storage), June 18, 1943

G. Donaldson, London

With B. Katz, Dieren, 1956

Sale, Sotheby's, London, 21 December 1960, lot 114 (as Simon de Koninck)

Sale, Sotheby's, London, 8 December 1993, lot 283

Sale, Sotheby's, New York, 24 January 2002, lot 8

Sale, Sotheby's, New York, 25-26 January 2007, lot 433

Exhibited

Leiden, Lekenhal, *Rembrandt als Leermeester*, 1956, no. 62.

Literature

Probably C. Hofstede de Groot, in *Allgemeines Lexikon der Bildenden Künstler*, ed. U. Thieme and F. Becker, vol. XXI, 1927, p. 275, "Haman vor Ahaswer und Esther";

W.R. Valentiner, *Rembrandt. Des Meisters Handzeichnungen*, 1934, vol. II, p. XIV, pl. 8

W. Sumowski, *Drawings of the Rembrandt School*, New York, 1979, vol. I, p. 550

A. Blankert, in *Rembrandt's Pupils and Followers in the Seventeenth Century. The Impact of a Genius*, exh. cat., Amsterdam, 1983, p. 164

W. Sumowski, *Gemälde der Rembrandt-Schüler*, Landau/Pfalz, 1983, vol. III, p. 1645, cat. no. 1103, ill. p. 1677.





50

ISAAC OUWATER (AMSTERDAM 1748-1793)

Figures in a town square
signed and dated 'Ouwater/ Ft 1788' (lower right)
oil on canvas
38.7 x 45.7 cm. cm (15 1/4 x 18in).

£7,000 - 10,000

€8,000 - 11,000

\$9,200 - 13,000

Provenance

Sale, Sotheby's, 17 February 1971, lot 86A



51

**ROELOF VAN VRIES (HAARLEM CIRCA 1631-1681
AMSTERDAM) AND SALOMON ROMBOUITS (HAARLEM CIRCA
1652-CIRCA 1702 FLORENCE)**

Travellers before a country inn
signed 'R vries f' (lower right)

oil on panel

48.5 x 63.5cm (19 1/8 x 25in).

£15,000 - 20,000

€17,000 - 23,000

\$20,000 - 26,000

We are grateful to Marijke de Kinkelder of the RKD for confirming that the present painting is a collaboration between Roelof van Vries and his fellow-townsmen, Salomon Rombouts, who painted the staffage, in a letter to the present owner, dated 17 July 2003. This is somewhat unusual since he usually did the figures in his paintings himself. She writes that the collaboration would suggest a date in the last quarter of the 17th century. She relates the compositions to two particular signed works by van Vries (oil on panel, 63 x 48 cm., Leipzig Museum) and by Salomon Rombouts (oil on panel, 79 x 107 cm. (with Xavier Scheidwimmer, Munich, 1982).

52 TP

PAOLO DE MATTEIS (CILENTO 1662-1728 NAPLES)

The Holy Family with the Infant Saint John the Baptist and attendant putti

oil on canvas

152.1 x 174.6cm (59 7/8 x 68 3/4in).

unframed

£30,000 - 50,000

€34,000 - 57,000

\$40,000 - 66,000

Provenance

Sale, Ansorena, Madrid, 18 December 1997, lot 210 (as Sebastiano Conca)

Private Collection, Madrid

Sale, Christie's, London, 8 July 2005, lot 75

Literature

J. Urrea Fernandez, *La pintura italiana del siglo XVIII en España*, Valladolid, 1977, p. 260, pl.LXXI, fig. 2, as Sebastiano Conca

We are grateful to Prof. Nicola Spinosa for confirming the attribution to de Matteis upon inspection of a colour photograph and for suggesting a date of circa 1710 for the work.



53

LORENZO VENEZIANO (ACTIVE VENICE, 1356-1379)

The Crucifixion

tempera on gold ground panel, shaped top

55.7 x 40cm (21 15/16 x 15 3/4in).

£400,000 - 600,000

€450,000 - 680,000

\$530,000 - 790,000

Provenance

Baron de Cosson (1846-1929), the British-born antiquarian collector, acquired circa 1915, and by descent through his family in the U.K. to the present owner



Fig. 1 Paolo Veneziano, The Crucifixion / Samuel H. Kress Collection. National Gallery of Art, Washington





Fig. 2 Giotto di Bondone, The Crucifixion / © bpk / Gemäldegalerie, SMB / Jörg P. Anders

This splendid newly discovered *Crucifixion* by Lorenzo Veneziano is a very exciting addition to our knowledge of Venetian painting in the third quarter of the *Trecento*. A remarkably inventive artist of extraordinary talent, Lorenzo Veneziano was indisputably the leading Venetian painter of the second half of the 14th century and his impact on later Venetian painting was both profound and widespread. He was instrumental in instigating the significant move in Venetian art towards the Gothic style, turning away from those old fashioned Byzantine models that had previously dominated the culture of *La Serenissima*. Having gathered inspiration from his travels in mainland Italy, his work was in as much demand there as it was in Venice. Lorenzo's influence, moreover, was as diffuse as it was significant: he introduced a naturalism, a fluency of draughtsmanship and a vitality in his figure poses that had never before been seen in Venetian art. All of these elements are emphatically evident in this ornate, colourful and animated panel.

This panel which, since its acquisition a century ago has been the property of the same family, had hitherto remained concealed from the eyes of art historians and had never been published until it was the subject of the recent research conducted by Professor Gaudenz Freuler of Zürich University, whose significant conclusion is shared on the basis of photographs by both Cristina Guarnieri of the Università degli Studi di Padova and Andrea De' Marchi of the University of Florence. This enables us to place it within Lorenzo's *oeuvre* by highlighting a number of similarities to certain other works of his, which Freuler outlines in an article dated October 2017. In this analysis Professor Freuler writes of this "stunning" painting: "Despite its tragic content and its high emotional temperature, the animated scene of the Crucifixion is rendered here with the utmost elegance and finesse amazingly producing an appearance of sophisticated grace and dignity."

Given its dimensions the *Crucifixion* could have surmounted a central panel of a large polyptych. Its style is derived from the tradition of the great founder of Venetian 14th century painting, Paolo Veneziano, who was the undisputed leader among Venetian painters of the first half of the 14th century. Paolo's influence is particularly evident if we compare our *Crucifixion* with the former's interpretation of the subject in the National Gallery in Washington (Kress, fig.1), or that in the Galleria Nazionale in Parma, both painted in relatively early years of Paolo's career, in the fourth decade of the *Trecento*.

In the figure of Christ, for example, we encounter a similarly designed facial expression within finely cut features, together with the wonderfully rendered cloth around Christ's waist, the delicate transparency of which allows Christ's thighs subtly to show through. Equally the highly sophisticated rendering of Christ's body is painted with the most delicate of brushstrokes.

Yet, despite Lorenzo's apparent indebtedness to Paolo Veneziano, the author of our painting clearly employs a more progressive artistic response to his Venetian precursor, based, as it would seem, on the models of Paduan interpretations of the innovations that Giotto introduced to Northern Italy in the first decade of the 14th century, as developed by painters such as Guariento and later Altichiero, whose paintings executed for the Doge's Palace from circa 1408 established the International Gothic style in Venice.

Clear comparisons might be made between the present *Crucifixion* and such earlier models by Giotto as the panel of the Gemäldegalerie in Berlin (fig.2) or a fragmentary frescoed derivation by a Paduan follower of Giotto in the Museo Nazionale Atestino in Este from which one can recognize the ultimate Giottesque source for our painting. This can be discerned in the compositional conception of the paintings where the figures are similarly arranged as compact groups around the cross; and in certain figures such as the towering figure of the high priest seen from behind lower right, a concept which resurfaces in various paintings conceived by Giotto and his workshop and which was later to be employed by Altichiero in his fresco of the *Crucifixion* in the church of Sant' Antonio Santo in Padua.

At a time when painting in early *Trecento* Venice was still very much dominated by the conventions of Byzantine art, this distinct awareness of the innovations introduced by Giotto to northern Italian regions, such as Padua and Rimini, was first discernible in the works of Paolo Veneziano, who turned his eyes to Padua and Giotto's artistic concepts. This is apparent in the latter's scenes of the *Life of the Virgin* in the Pinacoteca Civica in Pesaro, dateable to the third decade of the 14th century. It is probably within this artistic milieu, albeit not necessarily within the workshop of Paolo Veneziano himself, that the author of our impressive *Crucifixion* must have learnt his art. This is easily discernible with respect to the repertoire of figures with slightly chubby faces and protruding chins, as well as with the distinctive round fierce-looking eyes, together with certain stylistic characteristics, such as the painting of the flesh tones under a dark preparation, or the way in which the hair of his figures is highlighted with white to render them a quality somewhat like cotton wool. These qualities are also distinctive features of the art of the artist who was presumably youngest son of Paolo Veneziano, Marco di Paolo, who signed a *Madonna of Humility with donor* in the Museum of Western Art in Kiev and whose *oeuvre* has been convincingly linked by Andrea De Marchi with a group of works surrounding an altarpiece in the church of San Silvestro in Venice.

Such stylistic features resurface in various of Paolo's paintings, such as the little known panel with the *Flight into Egypt* in a New York collection. This reveals a distinct influence of Lorenzo Veneziano's works painted during the final years of the 1360s. Nevertheless, the author of the present magnificent *Crucifixion*, in Freuler's view, "goes far beyond the possibilities of Marco di Paolo Veneziano and reveals the artistic concerns of the undisputed protagonist of Venetian painting of this period: Lorenzo Veneziano." Taking all these features into account, Freuler considers the present painting to be "probably one of the most elegant and most fascinating Venetian interpretations of Giotto's older archetypes."

Since the early part of his career Lorenzo expressed in his works an overt awareness of Guariento's Paduan interpretations of Giotto's art. This resulted in a common approach between the two artists in the narrative of their paintings, where, much as with Guariento in his *Crucifixion* (the central element of a triptych for private devotion in a private collection in Düsseldorf), Lorenzo engaged his active figures in lively communication, illustrating their narratives with a highly emotional intensity. This interest is easily recognised if our *Crucifixion* is compared to an early interpretation of this subject that features in a sadly damaged small early altarpiece in the Isabella Stewart Gardner Museum in Boston which has recently been assigned to Lorenzo Veneziano's early phase (fig. 3, see Andrea De Marchi, "Una tavola nella Narodna Galerija di Lubljana e una proposta per Marco di Paolo Veneziano", in: *Il Gotico in Slovenia*, Janez Höfler [ed.], *atti del Convegno Internazionale di Studi Ljubljana*, Ljubljana 1995, p.244; id., 2005, p. 35-36). Undoubtedly the earlier interpretation of the *Crucifixion* in Boston appears to be the prototype, to which Lorenzo Veneziano returned some 20 years later in the present painting, where he also repeated the model of his mourning Saint John, who appears here in a more lively and at the same time looser pose. Apparently in Lorenzo's later version he generally moderated the agitated dynamics which are visible in his earlier paintings in favour of a more restrained, if no less dramatic account of Christ's supreme sacrifice, within a more structured composition.

This freshly discovered panel crucially displays a number of the more modern elements that Lorenzo had come to adopt by the 1360s: as seen, for example, in the painting of the figures which display a more physical presence, coupled with the artist's growing interest in elaborate decoration, as is visible in the ornate garments of the figures and on the soldier's armour. The interaction between the figures has moved away from the earlier, almost violent manner in which Lorenzo had tended to arrange them, so that they now interact in a more subtle fashion, united here in groups: on one side a family in its common grief; on the other a group of sceptics amazed by Christ's sacrifice. This new emotional intensity was Lorenzo Veneziano's great gift to Venetian art. Hence this panel incorporates a number of subtleties worthy of the great artist that he was: such as the imposing figure of the high priest seen from behind and in the foreshortening of his face while conversing with his companions. All these features can be accounted for by Lorenzo's having witnessed those artists on the mainland and in the Po Valley who attempted to refashion the art of Giotto and create more modern artistic solutions.



Fig. 3 Lorenzo Veneziano, The Virgin and Child and the Crucifixion with Six Saints / Isabella Stewart Gardner Museum

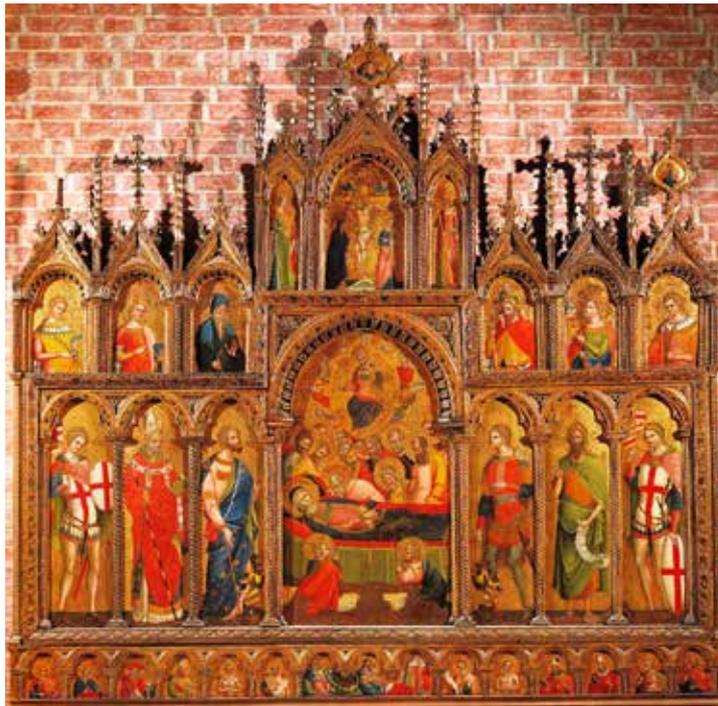


Fig.4. Lorenzo Veneziano- The Proti Altarpiece / Vicenza Cathedral

This same narrative trait was to be further refined in Lorenzo's later panels, depicting the *Story of Saint Peter* in the Gemäldegalerie in Berlin. Freuler suggests that these panels, which date from circa 1370, indicate the approximate period when our *Crucifixion* was painted: that is, in the mature period of Lorenzo's brilliant artistic career. It is, however, to a slightly earlier work, the Proti Altarpiece, which is signed and dated 1366, in the cathedral of Vicenza (fig. 4), that our painting reveals the strongest stylistic ties. The artistic relationship is quite evident if we compare the present *Crucifixion* to that which surmounts the central panel of the Proti Altarpiece - one of Lorenzo's most complete altarpieces which has come down to us. Even though restricted to three main components - Christ on the Cross and the mourning Virgin and John the Evangelist and the two angels hovering above - this concise version of this subject which is bare of all superfluous narrative elements reveals a similar iconographic model. This is particularly evident with regard to the mourning Saint John, who, as in the present painting, is turned to the viewer in order to engage him in his grief; while the attitude of the angels with their arms joined has further parallels in this version. The Saviour on the Cross himself reveals the same form: even though in our version his physical appearance is slightly more slender and elegant, the execution of his body is articulated in both paintings with the same meticulous care and with equally delicate brushstrokes, underlining the artist's capacity to render minute anatomic details to perfection with the tension of the hanging body.

Another technical feature, which betrays Lorenzo's authorship, is the detail of what Freuler terms the *sgraffito* execution of the mourning angels, which is something that is rarely seen in earlier Venetian *Trecento* painting and echoes the translucent *grisaille* angels in his paintings of the *Madonna of Humility*, in Verona (Sant Anastasia) and Trieste (Santa Maria Maggiore). These concepts were later to inspire the artists of the International Gothic who were active in Lombardy, such as Gentile da Fabriano, and illuminators like the Master of the Franciscan Breviary, for example.

Lorenzo Veneziano's authorship for our *Crucifixion* might further be endorsed through comparison of the youthful face of our Saint John, slightly inclined towards the left, with two saints of a comparable nature and pose included in Lorenzo's Proti Altarpiece in Vicenza: the *Prophet Daniel* and *Saint Carpoforo*, who appear in their anatomical construction as twin brothers of our saint. Lorenzo Veneziano's authorship for our *Crucifixion* can be yet further established by comparing the profile of Longinus, whose features with its characteristic protruding chin reveal an impressive emotional intensity, with the two mourners in the foreground of the *Death and Assumption of the Virgin* depicted on the central panel of the Proti Altarpiece. The common hand becomes particularly evident if we consider the face of the elder mourner of the Proti altarpiece, which is slightly turned from full profile - here illustrated in inverted view - back to full profile. Not



Fig. 5 Lorenzo Veneziano (fl. 1356-1372): Polyptych of the Annunciation. Venice, Accademia. © 2017. Photo Scala, Florence - courtesy of the Ministero Beni e Att. Culturali e del Turismo

only is it executed in the same refined manner, but the high emotional intensity resulting from this delicate figural expression corresponds in both paintings.

Taking all our observations into consideration, there remains little doubt about Lorenzo Veneziano's authorship for the present *Crucifixion*. Not only is this newly discovered painting an astonishing addition to the *oeuvre* of the most innovative Venetian painter of the 14th century, but it also allows a new insight into Lorenzo Veneziano's artistic direction towards the middle of the 1360s. Maybe due to his continuous contacts with the artistic currents and cross-currents in the Po valley and the north Italian mainland, he returned in this period to reflect anew on the artistic possibilities of Giotto's innovations in the first third of the *Trecento*. By doing so he temporarily moderated the dynamics of his compositions which were evident in his earlier works, and by incorporating more substantial figures in his compositions he created scenes of greater harmony and less tension. This tendency appears to have been short-lived, since only a few years later Lorenzo was to return to the artistic world which, as early as around 1370 - in, for example, the altarpiece of the *Traditio Clavis*, Venice, Museo Correr and the panels with the *Lives of Saint Peter and Paul* in the Gemäldegalerie in Berlin - heralded in Italy the first signs of the movement towards an International Gothic which was further

developed at the turn of the century and the following decades by Gentile da Fabriano and other artists in his tradition. This can be illustrated by comparing our mourning *Saint John* with the youthful *Saint Lawrence* on one of the lateral panels of Lorenzo Veneziano's 1371 altarpiece with *The Annunciation* in the Accademia in Venice (fig.5) - one of his most accomplished and most innovative works painted in the final years of his extraordinary career. Freuler thus regards the present *Crucifixion* as a new cornerstone in Lorenzo Veneziano's middle period, dateable towards the middle of the seventh decade of the 14th century, probably around 1366-70. It also reveals Lorenzo's ability to adjust his art to the taste of different patrons, as had been accurately observed by Cristina Guarnieri, and his versatility in adopting a variety of artistic trends, fusing them into his own highly personal artistic language (see Cristina Guarnieri, "Le polyptyque pour l'église San Giacomo Maggiore de Bologne dans l'œuvre de Lorenzo Veneziano", in: *Autour de Lorenzo Veneziano. Fragments de polyptyques vénitiens du XIV siècle* (cat. Tours Musée des Beaux-Arts 22 October 2005- 23 January 2006), Milan 2005, p. 57-79 *speciatim* p. 68). It is therefore the recent emergence of this crucial work by Lorenzo Veneziano that allows us a far better understanding of a significant period in the artist's eventful career.

We are grateful to Professor Gaudenz Freuler for his assistance with the catalogue entry for this lot.



54 TP

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

Portrait of a lady, said to be Frances Bristow, three-quarter-length in a white dress, with a spaniel alongside her
bears signature 'Dalh' (lower right)
oil on canvas

126.2 x 102.3cm (49 11/16 x 40 1/4in).

£10,000 - 15,000

€11,000 - 17,000

\$13,000 - 20,000



55 TP

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

Portrait of Lady Penelope Herbert, née Naunton, later Countess of Pembroke, three-quarter-length, in a blue dress and brown wrap oil on canvas

124.8 x 97.7cm (49 1/8 x 38 7/16in).

in a carved and giltwood frame

£15,000 - 20,000

€17,000 - 23,000

\$20,000 - 26,000

Provenance

Probably James Hamilton, 1st Duke of Hamilton, Hamilton Palace, before 1643, and thence by descent until

Their sale, Christie's, Hamilton Palace, 17 June 1882, lot 1085 (as Sir Peter Lely, bt. Duncan for £73 10s)
Collection of Christopher Beckett Dennison, Grosvenor Street, London
His sale, Christie's, London, 13 June 1885, lot 899 (as Sir Peter Lely)
Private Collection, UK, since 1942

Literature

Probably Hamilton Palace Inventory, circa 1643, no. 294, as 'One peice (sp) of the Lady Herbert to the knees with a scarf flying over her shouldier (sp), a copy (sp) after Sr Anthony'.

Van Dyck had probably painted a three-quarter-length portrait of Lady Penelope before he was commissioned to paint the full-length at Wilton House. It is also recorded in a small early copy at Burghley House (on panel, 37.1 x 29.2 cm.) and in the engraving that Pierre Lombard executed in the middle of the 17th Century for his series of *Countesses*.



56

**ATTRIBUTED TO GASPAR DE CRAYER (ANTWERP 1584-1669
GHENT)**

Roman Charity
oil on canvas

85 x 112cm (33 7/16 x 44 1/8in).

£7,000 - 10,000

€8,000 - 11,000

\$9,200 - 13,000

A version of the present composition by Gaspar de Crayer was with the Dorotheum (oil on canvas, 160 x 205 cm. 24 April, 2007, lot 413). A drawing of the subject by de Crayer is in the Weimarer Klassik und Kunstsammlungen Foundation, Weimar, Thüringen (red chalk, 380 x 350 cm., inv./cat.nr KK 4879) and a further more finished drawing which is closer to the present composition which is attributed to Gaspar de Crayer is in the British Museum (brown ink and wash, 185 x 208 cm., inv./cat.nr 1946.7.13.975).



57 TP

FLEMISH SCHOOL, 17TH CENTURY

Alexander and the Family of Darius

oil on canvas

85.1 x 135.3cm (33 1/2 x 53 1/4in).

unframed

£12,000 - 18,000

€14,000 - 20,000

\$16,000 - 24,000

Provenance

Sale, Christie's, New York, 17 October 2006, lot 212

(as Property from a private collection)



58

STUDIO OF ALONSO CANO (GRANADA 1601-1667)

Saint John the Evangelist; and Saint John the Baptist
a pair, oil on canvas

85 x 46.5cm (33 7/16 x 18 5/16in). (2)

£10,000 - 15,000

€11,000 - 17,000

\$13,000 - 20,000



59

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

Saint Peter baptizing the Centurion Cornelius

oil on canvas

71.5 x 45.4cm (28 1/8 x 17 7/8in).

£12,000 - 18,000

€14,000 - 20,000

\$16,000 - 24,000

Provenance

The Dowager Marchioness of Ormond, Drumcondra

Sale, Pierce and White, Dublin, 1860

Sale, Sotheby's, London, 11 December 1991, lot 208 (as 'circle of
Pierre Subleyras)

Sale, Christie's, New York, 26 January 2005, lot 239 (as The property
of a private collector)

The present work appears to be a *modello* for Trevisani's cartoon in the
Vatican Museum (on canvas, approximately 350 x 250cm).

60

FONTAINEBLEAU SCHOOL, 16TH CENTURY

Cleopatra

oil on panel

58.8 x 95cm (23 1/8 x 37 3/8in).

£40,000 - 60,000

€45,000 - 68,000

\$53,000 - 79,000

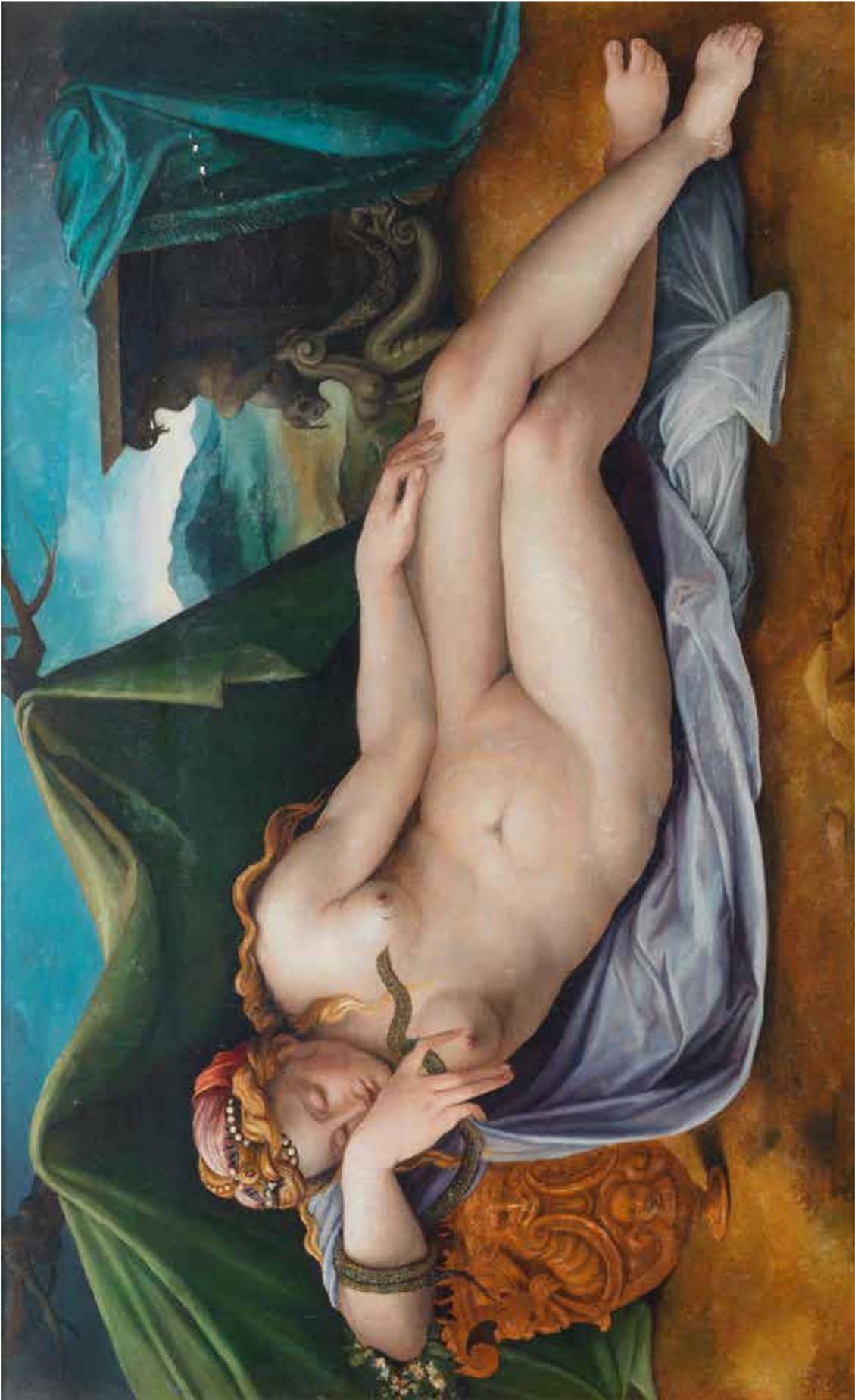
Provenance

With the Arcade Gallery, London, 1966

Private Collection, Vienna

Sale, Dorotheum, Vienna, 14-15 November, 1990, lot 37

The statuesque nude depicted in the present work fits into the 16th Century French Mannerist tradition best known as the School of Fontainebleau. Large female nudes depicted as various mythical characters emerged as a popular subject at the court of King François I, such as the *Nymph of Fontainebleau*, designed by Rosso Fiorentino and completed by Primaticcio, which is now known only through printed and painted repetitions. The artists working at the Château of Fontainebleau informed the artistic output of a generation of painters active throughout France, with their images often being disseminated through the fledgling medium of engraving. Jean Cousin, a native of Sens, was one such painter and the present *Cleopatra* shows an awareness of his work. The large, sculptural nude, clearly influenced by some of Michelangelo's female figures, combined with the unusual representation of the death of Cleopatra of the present painting resonates with both Cousin's *Eva Prima Pandora* now in the Musée du Louvre (inv. No. RF. 2373) of circa 1550 and his *Allegory of Charity* now in the Musée Fabre, Montpellier (accession no. 884.3.1).





61

CORNELIS VAN POELENBURGH (UTRECHT CIRCA 1586-1667)

The Banishment of Hagar and Ishmael
signed with initials 'CP' (on rock, lower left)
oil on panel
17.8 x 23.5cm (7 x 9 1/4in).
unframed

£10,000 - 15,000

€11,000 - 17,000

\$13,000 - 20,000

Provenance

Sale, Christie's, New York, 6 April 2006, lot 5
(the Property of a European Collector)



62 *

SCHOOL OF UTRECHT, 17TH CENTURY

Elegant figures drinking and making music in an interior
oil on panel

30.7 x 39.2cm (12 1/16 x 15 7/16in).

£4,000 - 6,000

€4,500 - 6,800

\$5,300 - 7,900

63 *

**GIOVANNI BATTISTA SALVI, CALLED IL SASSOFERRATO
(SASSOFERRATO 1609-1685 ROME)**

The Madonna and Child, surrounded by putti

oil on canvas

73.6 x 96.5cm (29 x 38in).

£30,000 - 50,000

€34,000 - 57,000

\$40,000 - 66,000

Provenance

Sale, Sotheby's, New York, 7 November 1985, lot 15

where purchased by the present owner

An autograph version of the present composition, with a minor difference to the putti, is in the Pinacoteca Brera, Milan.





64

ATTRIBUTED TO JAN VAN KESSEL THE ELDER (ANTWERP 1626-1679) AND ATTRIBUTED TO PIETER VAN AVONT (MECHELEN 1600-1652 ANTWERP)

An Allegory of the Element of Water

oil on panel, the reverse stamped with the panelmaker's marks of the hands and castle of the city of Antwerp and AE of Ambrosius Engelants

46.2 x 63.7cm (18 3/16 x 25 1/16in).

£20,000 - 30,000

€23,000 - 34,000

\$26,000 - 40,000

Provenance

The Collection of Mrs Lucinda Smith, York (according to a label on the reverse)

In the collaborations he was known to have painted with Jan van Kessel the Elder, Pieter van Avont painted the figures.



65

ATTRIBUTED TO JAN WILDENS (ANTWERP 1586-1653)

Milkmaids and a drover with cattle in a landscape

oil on panel, stamped with panelmaker's mark of the hands and castle
of the city of Antwerp

55.2 x 80.5cm (21 3/4 x 31 11/16in).

£8,000 - 12,000

€9,100 - 14,000

\$11,000 - 16,000

The present composition is after Rubens's original work, now in the Alte Pinakothek, Munich. Wildens is known to have employed the central bull, the milkmaid and the right hand reclining bull in a landscape of his (oil on canvas, with Koller, Zurich, 14 September 2010, lot 3061). The quality of the present work would suggest an artist of that calibre in Rubens's close circle.

66

SEBASTIANO RICCI (BELLUNO 1659-1734 VENICE)

Sofonisba accepting the poison

oil on canvas

67.5 x 84.5cm (26 9/16 x 33 1/4in).

unframed

£60,000 - 80,000

€68,000 - 91,000

\$79,000 - 110,000

Provenance

With Derek Johns, March 2001

Sale, Sotheby's, New York, 27 January 2005, lot 194

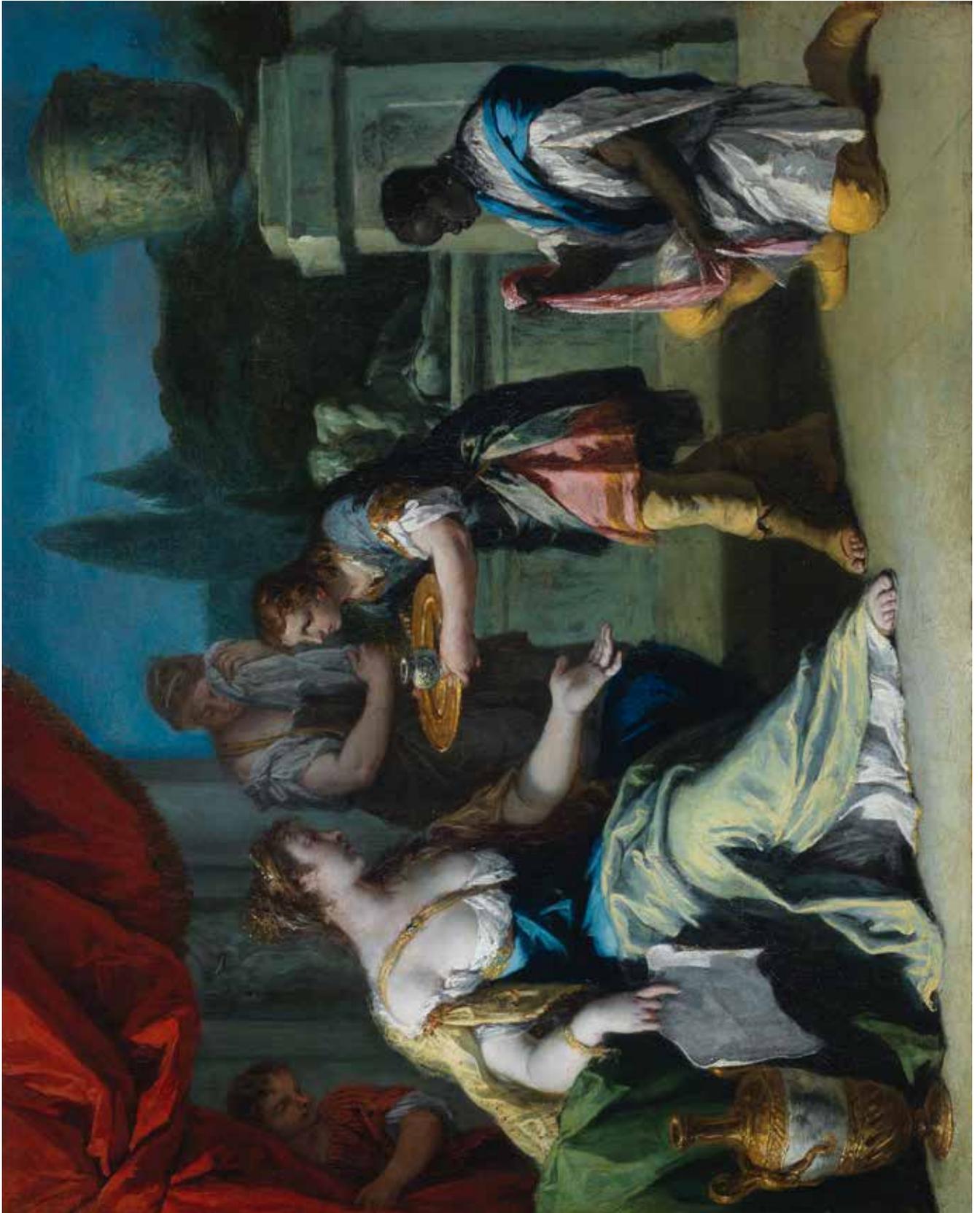
Literature

L. Muti and D. de Sarno Prigano, *A tu per tu con la pittura. Studi e ricerche di storia dell'arte*, Faenza, 2002, pp. 263, 269 (under note 46), fig 38

A. Scarpa, *Sebastiano Ricci*, Milan, 2006, pp. 259-260, cat. no. 333, p. 604, ill., pl. 525

The present work can be dated to circa 1710, shortly before Ricci set sail for England in the following year. Painted in Venice, with its theatrical setting and depiction of sumptuous historical costumes it is characteristic of those mythological, Biblical and history paintings on canvas that he produced at that time. Like Ricci's *Continence of Scipio*, now in the Royal Collection at Windsor Castle, it looks back to Veronese's comparable tale of military clemency, *The Family of Darius before Alexander* (in the National Gallery, London). As in the *Continence of Scipio*, in *Sofonisba accepting the poison*, the main protagonists similarly form a pyramidal group in the shallow foreground. The pose and appearance of Sofonisba also bear a striking resemblance to Scipio's young prisoner in the artist's earlier painting at Windsor.

The story of Sofonisba, probably much embellished, is best known from a few late manuscripts by Livy. She was the daughter of the Carthaginian general, Hasdrubal Gisco Gisgonis, during the Second Punic War against Hannibal (218-201 BC). She was a great beauty, who had been betrothed to the eastern Numidian king Massinissa in 206 BC as part of an alliance with Syphax, king of the Masaesyli (or western Numidians). Although Massinissa subsequently fell in love with Sofonisba and married her, following his defeat and the capture of Syphax in 203 BC at the Battle of the Great Plains at Bagradas, the powerful Roman general, Scipio Africanus refused to agree to the marriage, insisting on the immediate surrender of the princess so that she could be taken to Rome and appear in the triumphal parade. Masinissa was persuaded to leave her, fearing the Romans more than he loved Sofonisba. He told her that he could not free her from captivity or shield her from Roman wrath, and so he asked her to die like a true Carthaginian princess. With great composure, Livy tells us that she drank the cup of poison that he offered her without hesitation.





67 *

FRANS FRANCKEN II (ANTWERP 1581-1642)

An Allegory of Death playing the fiddle
oil on panel, the reverse stamped with the mark of the maker
Lambrecht Steens
19.4 x 15cm (7 5/8 x 5 7/8in).

£10,000 - 15,000

€11,000 - 17,000

\$13,000 - 20,000

Although a number of versions of the present composition exist by Frans Francken II, the detail of the skeleton and the young gentleman seen in the room beyond are particular to this panel.



68

FOLLOWER OF GERRIT DOU (LEIDEN 1613-1675)

An elderly lady standing at a window holding an earthenware pitcher
oil on panel

36 x 26.5cm (14 3/16 x 10 7/16in).

£5,000 - 7,000

€5,700 - 8,000

\$6,600 - 9,200

Provenance

The Collection of Col. Robert Baring Esq. (as Domenicus van Tol,
according to an inscription on the reverse)

The present composition is based on a work by Gerrit Dou in the
Kunsthistorisches Museum, Vienna (accession no. GG_624) but the
artist has added a number of elements around the window frame.



69

FOLLOWER OF PIERRE HUBERT SUBLEYRAS (SAINT-GILLES-DU-GARD 1699-1749 ROME)

Portrait of a dwarf holding a portrait of Cardinal Valenti Gonzaga

oil on canvas

102 x 85.1cm (40 3/16 x 33 1/2in).

£4,000 - 6,000

€4,500 - 6,800

\$5,300 - 7,900

Cardinal Valenti Gonzaga (1690-1756) was an important member of the Roman Catholic Church in the first half of the 18th century: he was ordained in 1731, made a Cardinal in 1738 and Secretary of State in 1740. It is possible that the present work depicts the Cardinal's dwarf, known as Giovan Battista Mamo, holding a portrait of his master. The portrait of the Cardinal is based on Subleyras's half-length original, now in the Galleria Cini, Rome.



70

ATTRIBUTED TO PIETRO BERRETTINI, CALLED PIETRO DA CORTONA (CORTONA 1596-1669 ROME)

Saint Catherine of Siena with two putti

oil on canvas, *tondo*

39.4cm (15 1/2in). diameter

unframed

£10,000 - 15,000

€11,000 - 17,000

\$13,000 - 20,000

Provenance

Sale, Hotel Drouot, Paris, 28 March 2003, lot 6 (as Florentine School, circa 1640)

Sale, Sotheby's, London, 9 December 2004, lot 185

71

PIETRO LIBERI (PADUA 1614-1687 VENICE)

An Allegory of Peace

oil on canvas

110.7 x 135.7cm (43 9/16 x 53 7/16in).

unframed

£30,000 - 50,000

€34,000 - 57,000

\$40,000 - 66,000

Provenance

Sale, Sotheby's, London, 21 April 1993, lot 72 (as Marco Liberi)

Sale, Finarte, Milan, 16 May 2007, lot 32 (as Pietro Liberi, sold for €170,000)

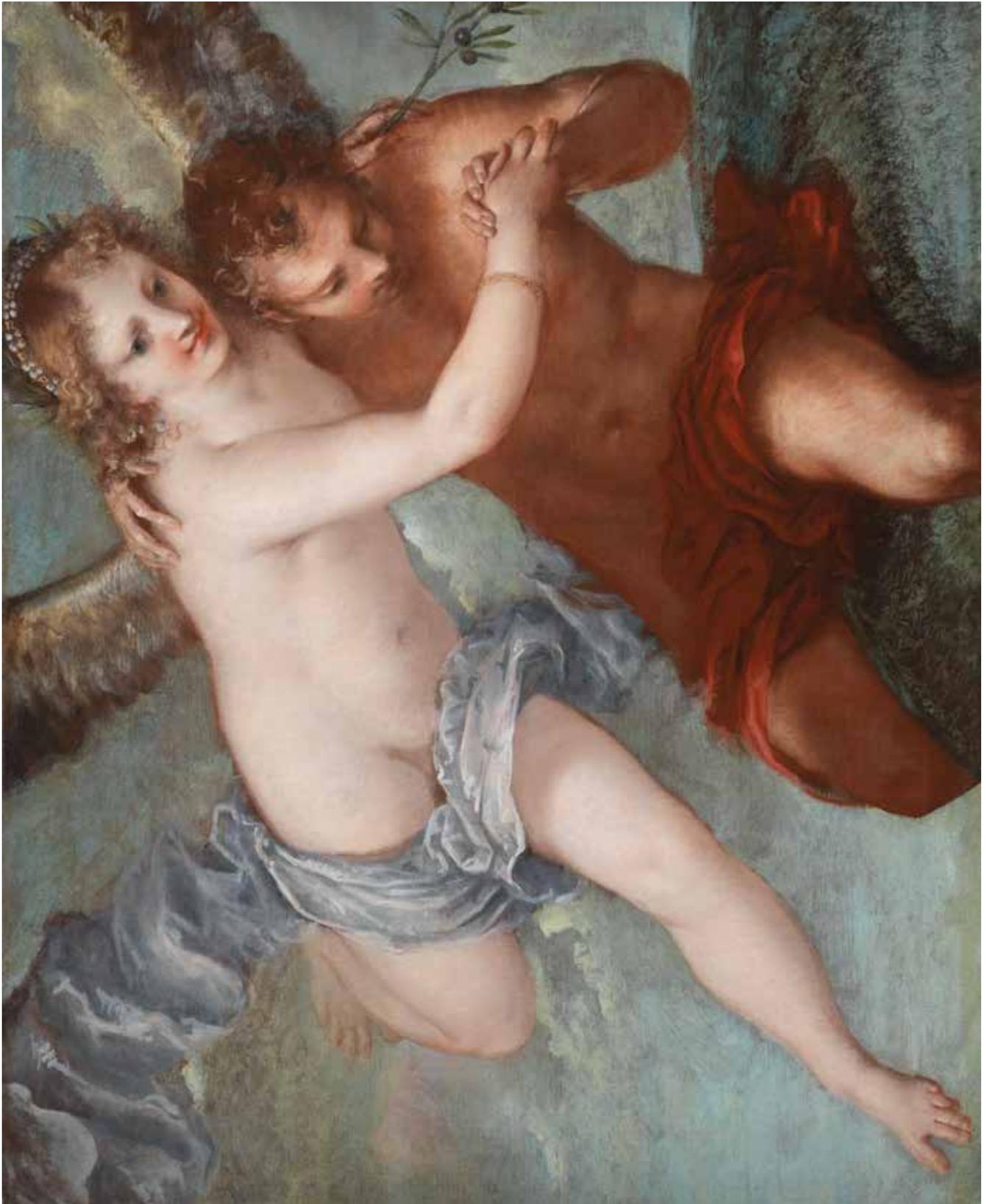
Literature

E. Martini, 'Due "battaglie" e altre opere di Pietro Liberi' in *Arte*

Documento, vol. VIII, 1994, cat. no. 225

U. Ruggeri, *Pietro e Marco Liberi: pittori nella Venezia del Seicento*, Rimini, 1996, p. 167, cat. no. 118, ill.

An Allegory showing the figure of Peace protecting Man and Earth, the present painting is a mature work by Pietro Liberi. Its blonde tonality suggests a date of the mid 1660s, as suggested by Ugo Ruggeri in his catalogue entry for the painting. He goes on to describe the work as a *splendida testimonianza* of this moment in Liberi's career.





72

ALBERT CHRISTOPH DIES (HANOVER 1755-1822 VIENNA)

The Eruption of Mount Vesuvius

signed and dated 'A.C. Dies. pxt. 1799' (lower left)

oil on canvas

90.1 x 116.2cm (35 1/2 x 45 3/4in).

£20,000 - 30,000

€23,000 - 34,000

\$26,000 - 40,000



73

ANDREA LOCATELLI (ROME 1693-CIRCA 1741)

A rocky river landscape with figures conversing beneath a tree
oil on canvas

66.1 x 88.9cm (26 x 35in).

£10,000 - 15,000

€11,000 - 17,000

\$13,000 - 20,000

Provenance

Sale, Christie's, New York, 26 January 2001, lot 68

74 TP

DOMENICUS VERWILT (ANTWERP AND SWEDEN ACTIVE 1544-1565)

The Judgment of Paris

signed and indistinctly dated 'D. V WILT.IV**' (on rock, lower centre)

oil on panel

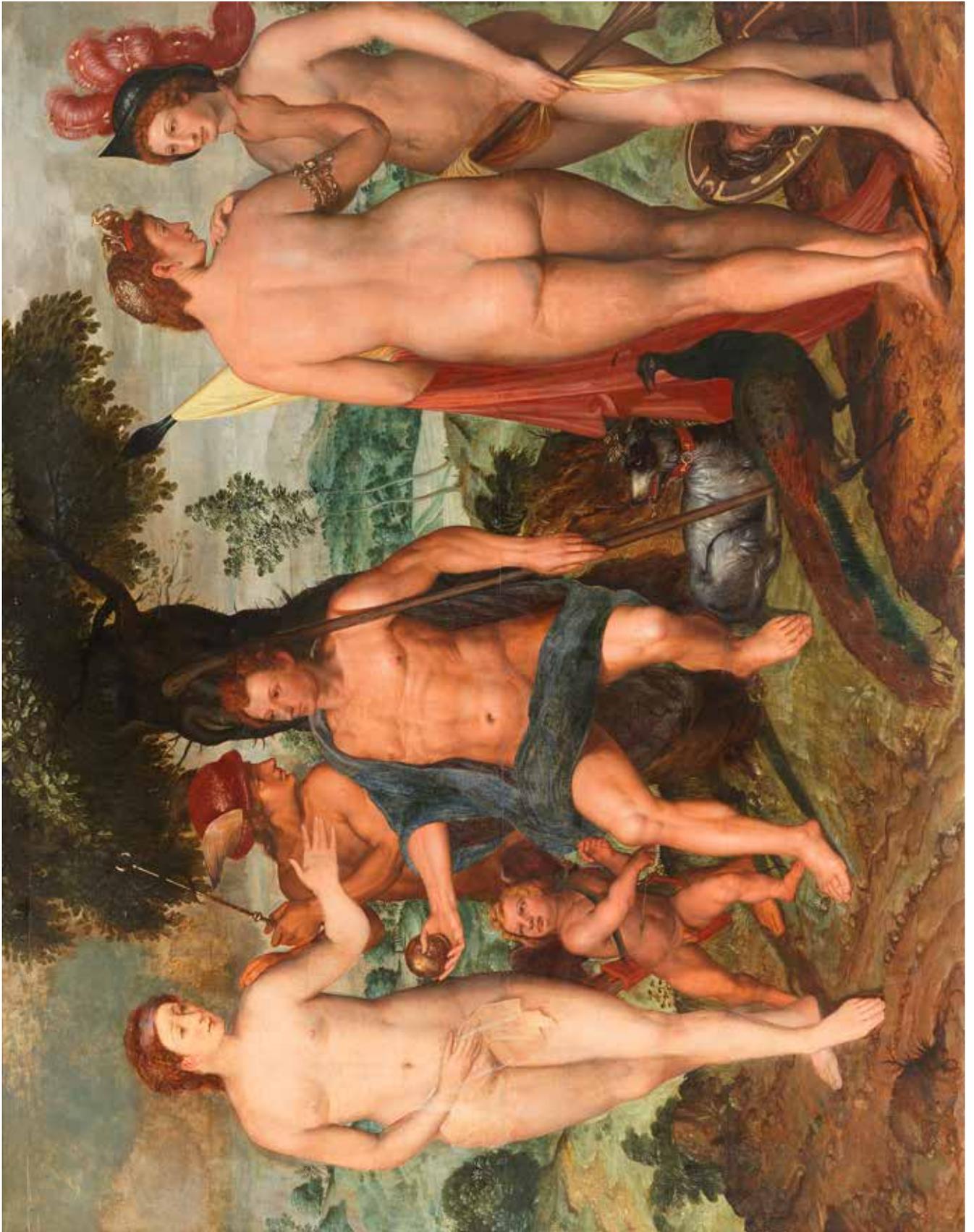
112.3 x 142cm (44 3/16 x 55 7/8in).

£30,000 - 50,000

€34,000 - 57,000

\$40,000 - 66,000

Very little is known of the details of Verwilt's life. Of Flemish origins, he was active in Antwerp between 1544 and 1555. The following year he moved to Sweden where he was to remain for ten years. There he became court painter to King Eric XIV. Few paintings by him survive but one of his portraits of the king, dated 1561, can be found in the Nationalmuseum, Stockholm (inv. no. 1410). He is also known to have carried out tapestry designs for the king, including a series depicting the Kings of Sweden which was never fully realised: only the tapestry showing King Svenno remains intact.



75

**FRANCISCO DE ZURBARÁN (FUENTE DE CANTOS, BADAJOZ
1598-1664 MADRID)**

San Carlo Borromeo praying before the Santo Clavo

signed 'fr̄co rbaran / f ****' (lower left)

oil on canvas

79.7 x 62.2cm (31 3/8 x 24 1/2in).

£100,000 - 150,000

€110,000 - 170,000

\$130,000 - 200,000

The present previously unrecorded work is accompanied by a certificate from Odile Delenda, dated 17 January 2017, in which she suggests, upon inspection of photographs, a date of circa 1650. She will include it in her forthcoming supplement to her 2010 publication *Zurbaran: Catalogo razonado y critico*.

Zurbarán's most successful period financially was during the 1730s when he mostly worked for monastic orders in Seville, the majority of his commissions being of religious imagery. Many of these theologically inspired paintings are simple, yet emotionally compelling, works that exhibit his naturalistic style, together with his skilled use of light and shadow. After Bartolomé Esteban Murillo's work became popular in Seville by the 1640s, Zurbarán found himself displaced as the city's foremost painter so that monasteries were offering fewer commissions, reducing his opportunities. With his domestic market in decline, Zurbarán for a period in the 1640s turned to the New World, exporting a number of his canvases. However, fleet seizures kept him from receiving some payments, which exacerbated his financial difficulties. In the 1650s, he once again focused on domestic commissions, though he no longer commanded the high fees he once had. Yet while Zurbarán's artistic reputation may have fluctuated during his lifetime, today he is regarded as one of the very greatest artists from the Spanish Golden Age of painting.



76 TP

ABRAHAM BRUEGHEL (ANTWERP 1631-1690 NAPLES)

A young man beside an earthenware jar of wild strawberries alongside a silver-gilt urn filled with flowers and a dish of peaches, a view to a park landscape beyond

oil on canvas

152 x 203cm (59 13/16 x 79 15/16in).

£30,000 - 50,000

€34,000 - 57,000

\$40,000 - 66,000

Provenance

A Spanish family of title and thence by descent for several generations to the present owner

The figure of the youth in the present composition is by a different hand. Brueghel was known to have collaborated on a number of occasions with Guglielmo Cortese, called *Borgognone* or *Le Bourguignon* (1628-1679), in particular. It has also been suggested that he worked with Francesco Solimena (1657-1747) and Paolo de Matteis (1662-1728). In the present work, however, the figure is by a different hand and might best be compared, in terms of both quality and style to Pietro da Cortona (1596/7-1669), suggesting that it could be a relatively early work following Brueghel's move to Rome in 1659.





77 TP

**ATTRIBUTED TO GIOVANNI BATTISTA RUOPPOLO (NAPLES
1629-1693)**

Pomegranates, figs, grapes and other fruit on a forest floor with a
parrot and a dish of flowers

oil on canvas

121.7 x 171.5cm (47 15/16 x 67 1/2in).

£15,000 - 20,000

€17,000 - 23,000

\$20,000 - 26,000



78

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

Worcester Cathedral from the meadows

pencil on paper watermarked JWhatman/1833

22 x 28.5cm (8 11/16 x 11 1/4in).

with a copy of the 1936 exhibition catalogue of Drawings by John Constable, R.A., Robert Dunthorne & Son, Ltd, Rembrandt Gallery, London, where this drawing is listed as number 25.

£20,000 - 30,000

€23,000 - 34,000

\$26,000 - 40,000

Provenance

With Robert Dunthorne & Son, Ltd., Rembrandt Gallery, from whom acquired in 1936 by the family of the present owner

Literature

I. Fleming-Williams, *Constable, a Master Draughtsman*, exhibition catalogue, Dulwich Picture Gallery 1994, p. 252 and fig. 116

G. Reynolds *The early Paintings and Drawings of John Constable*, no 35.27A, pl. 1457

This drawing is on a sheet of Whatman paper from the larger sketch-book that Constable used for his visit to Sussex earlier in 1835 and which accompanied him on the Worcester trip in October. He was invited by the Worcestershire Institution for Literature and Science to give a series of lectures at the Worcester Athanaeum (and wrote to his engraver David Lucas "Who would ever have thought of my turning Methodist preacher, that is, a preacher on 'Method' "). What probably drew him to take up the invitation was the opportunity to return to a place that had strong connotations for him of his beloved wife Maria who had died in 1828. His first visit to Worcestershire had been in 1811 when they were courting and she had been sent by her parents to stay with relatives at Bewdley, a few miles north of Worcester. On 5 October 1835 he traveled down to Worcester on the Sovereign coach and stayed with Edward Leader Williams, father of the landscape painter Benjamin Williams Leader, (1831-1923). After delivering his lectures on the 6, 8 and 9 October Constable went on to Bewdley to stay with Maria's half-sister Sarah Fletcher at Spring Grove, the house where Maria had stayed 24 years earlier.

The drawings Constable made on this trip are characterised by broad, sweeping strokes of the pencil punctuated with dots and jabbing marks. The present work shows Worcester from the water meadows, a cow watering at the river in the foreground and the cathedral framed by the sprawling branches of a gnarled, ivy-clad tree. It is among the very last studies he was to make from nature in any medium.





79

ATTRIBUTED TO GIUSEPPE RECCO (NAPLES 1634-1695)

Conch and oyster shells on a stone ledge

oil on canvas

46.3 x 60.6cm (18 1/4 x 23 7/8in).

£8,000 - 12,000

€9,100 - 14,000

\$11,000 - 16,000

We are grateful to Professor Nicola Spinosa for endorsing the attribution to Giuseppe Recco, based on inspection of a colour photograph. The influence of Recco's Neapolitan contemporary, Paolo Porpora, can be seen particularly in the choice of subject matter.



80

SALVATOR GUTIERREZ (ACTIVE MEXICO, EARLY 18TH CENTURY)

Still life of watermelons, bread, a ceramic pot and a small barrel
signed 'Salvatore Gutierrez Fe' (lower right)
oil on canvas

71.2 x 94.6cm (28 1/16 x 37 1/4in).

£6,000 - 8,000

€6,800 - 9,100

\$7,900 - 11,000

Provenance

Sale, Sotheby's, New York, 20 May 1993, lot 58



81

STUDIO OF GIOVANNI PIETRO RIZZOLI, CALLED IL GIAMPETRINO (ACTIVE MILAN, CIRCA 1500-CIRCA 1549)

The Penitent Magdalen

oil on panel

65 x 49.8cm (25 9/16 x 19 5/8in).

unframed

to be sold with another of the same hand depicting Christ carrying the Cross, oil on panel, 69 x 53.7 cm. (2)

£20,000 - 30,000

€23,000 - 34,000

\$26,000 - 40,000

The *Penitent Magdalen* is a studio repetition of Gianpietrino's original *Maddalena Penitente* now in the Accademia Carrara, Bergamo (inv. 58AC00259).



82

FONTAINEBLEAU SCHOOL, CIRCA 1600

Portrait of a lady, possibly Gabrielle d'Estrées, three-quarter-length, in a red fur-trimmed wrap

oil on canvas

100.6 x 71.8cm (39 5/8 x 28 1/4in).

£8,000 - 12,000

€9,100 - 14,000

\$11,000 - 16,000

The lady depicted in the present work bears a resemblance to the mistress of King Henri IV of France, Gabrielle d'Estrées. Her image was most famously recorded in the anonymous *Gabrielle d'Estrées et une de ses sœurs* now in the Musée du Louvre, Paris (inv. R.F. 1937-1). The sitter in the current picture comes close in type to the portrait of *Gabrielle d'Estrées at her Bath* now in the Musée Condé, Chantilly, and also that offered at Sotheby's, New York, 5 June 2008, lot 75, as Gabrielle d'Estrées.



83 TP

SCIPIONE COMPAGNO (NAPLES CIRCA 1624-CIRCA 1680)

The Triumph of David

oil on canvas

107 x 147.2cm (42 1/8 x 57 15/16in).

£15,000 - 20,000

€17,000 - 23,000

\$20,000 - 26,000

Provenance

With De Gregorio, Naples (according to a label on the reverse)

LOTS 84 – 87 TO BE SOLD ON BEHALF OF THE FONDAZIONE BORIS CHRISTOFF



Boris Christoff 1914-1993

Born in Plovdiv, Bulgaria, on 18 May 1914, to a family of Macedonian origin, Boris Christoff went on to be one of the most celebrated bass singers of the 20th Century. He studied law at the university in Sofia and went on to begin a career as a magistrate. It is said that he first became aware of the power of his voice when he heard its echo during a solitary walk in the mountains. He sang in both the Gusla choir and that of the Aleksandr Nevskij Cathedral. During the Second World War, in January 1942, he was asked to sing as a soloist with the Choir of the Royal Chapel for the annual dinner for the armed forces. Attended by Boris III, the king is said to have remarked 'It is important to have good magistrates but in Bulgaria we have plenty of them. Good singers, however, are very rare. If you want to be really useful to our country, you should turn to singing and forsake tribunals'. Thanks to a royal grant, Boris travelled later that year to Italy where he studied under Riccardo Stracciari in Rome. He later moved to Salzburg and the Mozarteum to train with the tenor Gunnar Graarud.

Having escaped the bombing of Vienna during the war, he was captured and interned in the Rankweil work camp in Voralberg. Upon his liberation by the Allied Forces, he made his way once again to Rome and on 12th March 1946, he made his operative debut as Colline in *La Bohème* at Reggio Calabria. During the following years he appeared in various roles in operas all over Europe such as *King Marke* at the Venice Fenice with Maria Callas as *Isotta*; in *La forza del destino* at Milan's La Scala; as the Tsar Boris in *Boris Godunov* at London's Covent Garden. Whilst possessing great stage presence, off-stage he became known for his pugnacious and dramatic temperament with some disagreements becoming public scandals. In 1949, during rehearsals for *Boris Godunov*, he insisted that the original language be used, threatening to abandon the production but he was successful and they eventually sang in Russian. He is also known to have fell out with Maria Callas during the performances of *Medea* at the Rome Opera in 1955. In October 1950, it was announced that Boris would appear in *Don Carlos* at the New York Metropolitan Opera. However, his visa was denied as he was a citizen of the Eastern bloc and was automatically banned from entering the United States. His US debut had to be postponed until six years later when he made his appearance at the San Francisco Opera in *Boris Godunov* but he was never to sing at the Met.

Christoff continued to sing all over Europe until aged 50, when he had to have surgery for a brain tumour. He resumed his career but at a slower pace, choosing to sing only five or six operas a year and spending more time at his homes in Italy, including his 16th century villa at Buggiano, near Montecatini which he began to fill with paintings, antiques and books, of which he was an avid collector in particular, amassing a library of 15,000 volumes. His later years were spent teaching at the *Accademia Nazionale di Santa Cecilia*. He brought his career to an end with a final concert at the *Accademia di Bulgaria* in Rome on 22 June 1986. He died in that city on 28 June 1993 and his body was returned to Bulgaria, where he was given a state funeral and buried in Sofia's Alexander Nevsky Cathedral.



84

JOHANN ANTON EISMANN (SALZBURG 1604-1698 VENICE)

A harbour with figures in the quayside in the foreground and ships at anchor in the bay beyond

oil on canvas

96.5 x 153cm (38 x 60 1/4in).

£50,000 - 70,000

€57,000 - 80,000

\$66,000 - 92,000

Provenance

Possibly the Collection of Conte Ercole Giusti, SS Apostoli, Verona, 1718

The Collection of A. Morandotti, Rome, 1969

Literature

Possibly B. dal Pozzo, *Le vite de' pittori, de gli scultori, et architetti veronesi*, 1718 p.298 (*sei pezzi di Paefi di Eifmann contenenti vno vn fualiglio; vn' altro Porto di Mare, e gli altri quatro, antichita' e figure*)

'Notable Works of Art now on the Market' supplement in *The Burlington Magazine*, CXI 1969, no. 795, pl. XLII (as Francesco Simonini)

E. A. Safarik, 'Johann Anton Eismann', in *Saggi e Memorie di Storia dell'Arte*, X, 1976, p. 73, cat. no. 53, and p. 132, ill. fig. 26

In his article on Eismann, Safarik suggests that the present work may have formed part of a larger group of five works seen at the house of the Conte Ercole Giusti in SS Apostoli in Verona. The stylistic affinities together with the particularly large proportions of the present work and the four others of similar dimensions suggests that they may have been intended to hang together (see E. A. Safarik, 'Johann Anton Eismann', in *Saggi e Memorie di Storia dell'Arte*, X, 1976, p. 73, cat. nos 47, 48, 52, 53, and 56). By 1663, Eismann had settled permanently in Venice, where he had found great success. Many of the works which Safarik identifies as earlier than this date, tend to be found in locations outside of Italy, suggesting that Eismann was active both within and outside the country. He therefore dates the group of 'Veronese' pictures to a much later point in the artist's career.





85

ATTRIBUTED TO NICOLA PISANO (PISA 1470-1538)

The Madonna and Child with Saint John the Baptist

oil on panel

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

£15,000 - 20,000

€17,000 - 23,000

\$20,000 - 26,000



86

**ENGLISH FOLLOWER OF GIOVANNI PAOLO PANINI (PIACENZA
CIRCA 1692-1765 ROME)**

A *capriccio* of Roman ruins with the Apollo Belvedere and the equestrian statue of Marcus Aurelius
oil on canvas
124 x 146cm (48 13/16 x 57 1/2in).

£30,000 - 50,000

€34,000 - 57,000

\$40,000 - 66,000

The present composition was clearly popular, given the number of versions known. It is based on the work, formerly in the North Carolina Museum of Art, Raleigh, deaccessioned and sold at Sotheby's New York, 17 June 1982, lot 52 but the artist in the present work has altered some of the figures and architectural details. The addition of the figure and the stone tablet, lower left, differ from the Raleigh version. The inscription carved into the tablet refers to the Emperor Claudius and also to Britannia, suggesting that the present work may be an English imitation of a Panini.

87

CLAUDE JOSEPH VERNET (AVIGNON 1714-1789 PARIS)

Clair de lune

signed and dated 'J. Vernet/ f.1772' (on rock, lower left)

oil on canvas

114.8 x 164cm (45 3/16 x 64 9/16in).

£100,000 - 150,000

€110,000 - 170,000

\$130,000 - 200,000

Provenance

Commissioned November 1771 by Henry, 8th Lord Arundell of Wardour (1740-1808), Wardour Castle, Tisbury, Wiltshire and by descent until the

Arundell sale, L.W. Arnett of Darlington, Wardour Castle, 10 September 1952, no. 144 (paired with *La Tempête*)

With Galerie Popoff, Paris, by 1957

Literature

J. Britton, *Beauties of Wiltshire*, London, 1801, vol II, p.10

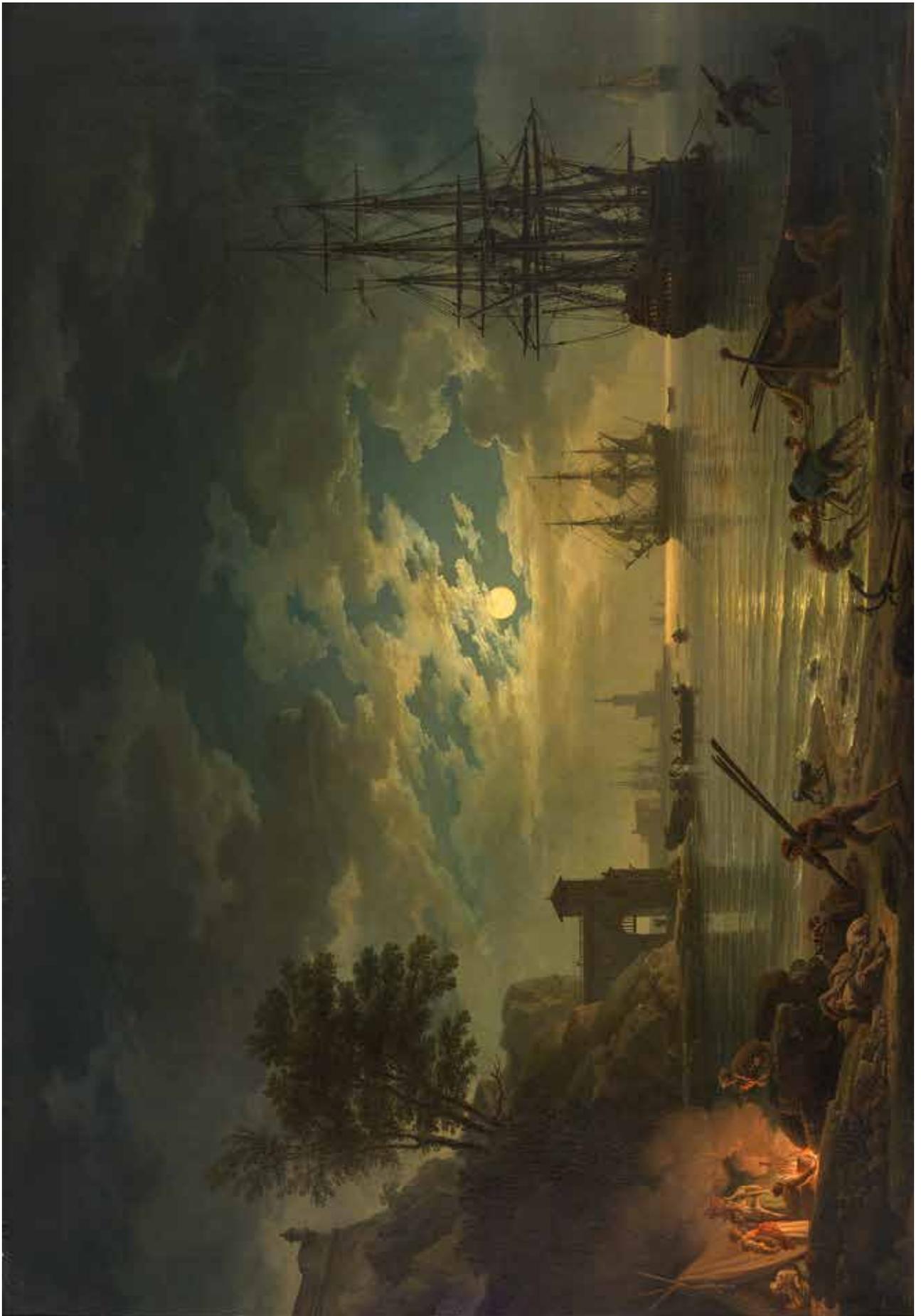
G. Waagen, *Galleries and Cabinets of Art in Great Britain*, London 1857, p. 392, letter VIII

L. Legrange, *Les Vernets. Joseph Vernet et la peinture au XVIIIe siècle*, Paris, 1864, p.350, no. 253, and p. 367, no. 163

F. Ingersoll-Smouse, *Joseph Vernet*, Paris, 1926, vol. II, p. 23, cat. no. 954-955

P. Conisbee, 'The Shipwreck, 1772, by Claude-Joseph Vernet', in *Mélanges en Hommage à Pierre Rosenberg: Peintures et dessins en France et en Italie XVIIe-XVIIIe siècles* Paris, 2001, pp.153-158

P Conisbee et al. *French Paintings of the Fifteenth through the Eighteenth Century. The Collections of the National Gallery of Art Systematic Catalogue*. Washington, D.C., 2009, p. 432, under no. 92, ill. fig.1



Typical of Vernet's work at the height of his success, the present *Clair de lune* was almost certainly commissioned from the artist by Henry Hoare (1705-1785) on behalf of Henry, 8th Baron Arundell of Wardour (1740-1808), as one of a pair to hang at his newly built New Wardour Castle near Tisbury in Wiltshire. The pendant, known as *The Shipwreck* now hangs in the National Gallery of Art, Washington (see fig. 1, no. 2000.22.1). The works were sold as a pair in the Arundell sale at Wardour Castle on 10 September 1952 (lot 144) and the Washington picture is then recorded as being with Galerie Popoff, Paris, by 1957. On the reverse of the present painting is a storage label with a pencil inscription which reads 'Popoff', suggesting that this *Clair de lune* was also with Galerie Popoff making it the most likely candidate to be the partner of *The Shipwreck* in the National Gallery of Art, Washington.

The commission on behalf of Lord Arundell came via Vernet's agent and patron, the banker Henry Hoare. In his *Livre de Verité*, Vernet's record of all commissions and payments, he writes that 'In a letter of 25 November 1771 M. Henry Hoare commissioned from me two paintings for Milord Arundell [sic] a Moonlight and a Storm at Sea; he offered me 200 pounds sterling for each and did not indicate the size. I proposed to him to make them 5 feet wide by 3 feet 6 inches high, or 5 feet by 3¹¹. The paintings were completed by the summer of the following year and, again in his *Livre de Verité* under 'Receipts', Vernet writes that 'Around the last days of the month of August 1772 I received from M. le chevalier Lambert 9000 livres as payment for two paintings that I made for Milord Arundell'².

That Arundell's request for a 'Storm at Sea' and a 'Moonlight' is so open in its particulars is typical of commissions coming to Vernet by this stage in his career. His reputation as a marine and landscape painter was so well established that any potential patron knew exactly what a work by the master would be like. Also typical of this commission is that it was for a pair of works. Vernet often depicted his landscapes or marines in pairs, or even fours, with contrasting aspects of nature, for example *Night and Day* or *Storm and Calm*. *The Shipwreck* in Washington shows a ship running ashore during a dramatic storm. The strong winds are indicated by the bending trees



Fig. 1 Claude-Joseph Vernet, *The Shipwreck*/ Patrons' Permanent Fund and Chester Dale Fund. National Gallery of Art, Washington

on the cliff and the sharp angle of the lurching ship's mast. This drama is contrasted with the calm of the present *Clair de lune* with the cool silver light of the moon illuminating the sea and the warm glow of the campfire lighting the foreground. John Britton chose to mention them amongst the highlights of paintings hanging at Wardour Castle during his visit in 1801, when the pair is recorded as hanging on the staircase along with a view of Lake Nemi by Richard Wilson.

Henry, 8th Baron Arundell of Wardour was an avid patron of the arts. At the age of 16 Henry inherited Wardour Castle which had been greatly damaged during the Civil War. He borrowed the funds to build New Wardour Castle and the original castle was left in the grounds as a romantic ruin. Built in the Palladian style, the new castle, or house, was designed by James Paine with some additions by Giacomo Quarenghi, the architect best known for his work in Imperial Russia and more particularly in Saint Petersburg. The building was completed by 1776 and it is recorded that in 1801, the present work and its companion were hanging on the staircase. By Gustav Waagen's visit half a century later, they were in the Drawing room when he noted they were 'distinguished for careful execution as well as poetic invention'.

A native of Avignon, Claude Joseph Vernet first trained in France but then moved to Rome aged 20 where he joined the studio of the successful marine landscape painter Adriaen Manglard. He made numerous visits to Naples but remained in Rome until 1753. During his time in Italy he forged a very successful career as a marine painter with his works proving popular with both French diplomats and Grand Tourists. The English were among his most consistent patrons, no doubt encouraged by Vernet's English wife, Virginia Cecilia Parker, daughter of a captain in the papal navy. By 1746 he was approved by the *Académie Royale* in Paris, enabling him to exhibit at the annual Salons. Vernet's most prestigious commission came in 1753 from the marquis de Marigny, *Surintendant des Bâtiments* on behalf of King Louis XV. The artist was summoned back to his native country to paint twenty views of the *Ports de Frances*, one of the most significant commissions of the king's reign. Vernet returned to France to commence work on the series but it was left incomplete 10 years later when he abandoned the project having completed only 15 of the proposed 20 views.

Notes

¹: (Par une lettre du 25 novembre 1771 M. Henry Hoare me demandé deux tableaux pour milord Arundell [sic] un Clair de Lune et une Tempête de mer, il me propose 200 livres sterlins pour chaque et ne fixe pas de mesure. Je luy ay propose de les faire 5 pieds de large sur 3 et six pouce de haut ou 5 pied sur 3' (Legrange, *ibid*, p. 350, no. 250)

²: Vers les derniers jour d'aoust 1772 j'ay reçu de M. le chevalier Lambert 9000 l. pt prix de deux tableaux que j'ay fait pr Milord Arundell[sic] ordonnez part M. Hoare' (Legrange, *ibid* p. 367, no. 163)



88

ATTRIBUTED TO ORAZIO SAMACCHINI (BOLOGNA 1532-1577)

The Madonna and Child with Saint Jerome

oil on canvas

100 x 88cm (39 3/8 x 34 5/8in).

£70,000 - 100,000

€80,000 - 110,000

\$92,000 - 130,000

Provenance

In the present owner's family for at least 100 years

Born in Bologna in 1532, Orazio Samacchini's first recorded independent work was the *Last Supper* painted in 1560 for the church of San Francesco in his native city. He went on to become, along with Prospero Fontana and Lorenzo Sabatini, one of the leading exponents of Bolognese Mannerism.

Having completed his training, most probably under Pellegrino Tibaldi, Samacchini made a trip early on in his career to Rome. Payments to the artist there are recorded in 1563 and 1564 for his work, together with Taddeo Zuccari, on the Sala Regia in the Apostolic Palace and the Vatican Belvedere, both for Pope Pius IV. This formative experience in the papal city stayed with the artist on his return to Bologna with his works retaining a sense of Roman Mannerism, revealing the influence of Pellegrino Tibaldi and his contemporary Taddeo Zuccari. He went on to carry out works not only in his native city but also for the Duomo in Parma and Sant'Abbondio in Cremona.

The subject of the present work, the Madonna lifting a veil from the Christ Child, is ultimately derived from Raphael's *Madonna of Loreto* now at the Musée Condé, Chantilly. With the compact composition of the current *Madonna and Child with Saint Jerome* the artist has revealed his awareness of the Roman and Tuscan Mannerists but this has been combined with a more conservative Raphaellesque atmosphere so popular with Bolognese patrons.





89 TP

ATTRIBUTED TO CESARE ARETUSI (BOLOGNA 1549-1612)

Portrait of a gentleman, three-quarter-length, standing beside a table

oil on canvas

117 x 93.7cm (46 1/16 x 36 7/8in).

£25,000 - 35,000

€28,000 - 40,000

\$33,000 - 46,000



90

MICHELI PARRASIO (VENICE CIRCA 1516-1578)

Portrait of a Diva, said to be Artemisia Roberti, three-quarter-length, wearing a fur-lined coat, pearls, and holding a musical score
oil on canvas

99 x 77.7cm (39 x 30 9/16in).

£6,000 - 8,000

€6,800 - 9,100

\$7,900 - 11,000

Provenance

Gaetano Faccioli, Verona (as Pordenone)

His sale, Christie's, London, 28 June 1852, lot 93 (as Pordenone, where described in the catalogue as "well painted")

Mary Anne Talbot (?)

Given to Mary Gladstone, daughter of the Rt Hon. W.E. Gladstone on 21 June 1881 (all the above based on information taken from old labels formerly attached to the reverse of the canvas)

Private Collection, Somerset

The attribution was first proposed by the late Professor Federico Zeri (oral communication with the present owner).



91

**DANIEL VERTANGEN (THE HAGUE CIRCA 1598-CIRCA 1684
AMSTERDAM)**

An Italianate landscape with Diana and her nymphs bathing
signed 'D.Vertangen.fecit' (lower centre)

oil on panel

34.2 x 43.4cm (13 7/16 x 17 1/16in).

£5,000 - 7,000

€5,700 - 8,000

\$6,600 - 9,200

Provenance

Sale, Sotheby's, Olympia, 31 October 2002, lot 69



92

PIETER CORNELIUS VERBEECK (HAARLEM CIRCA 1610-CIRCA 1654)

A hilly landscape with travellers riding on a path
signed 'P.verbeeck.' (lower left)

oil on panel

47.5 x 36.8cm (18 11/16 x 14 1/2in).

£8,000 - 12,000

€9,100 - 14,000

\$11,000 - 16,000

Provenance

With C.P.A. & G.R. Castendijk, Rotterdam, before 1988
Sale, Christie's, Amsterdam, 14 May 2003, lot 72

93

**JAN BAPTIST WEENIX (AMSTERDAM 1621-CIRCA 1660
DEUTECUM)**

A Mediterranean harbour scene with figures gathered
signed 'Gio b***/ Weenix' (on architecture, centre left)
oil on canvas
66.2 x 91.6cm (26 1/16 x 36 1/16in).

£15,000 - 20,000
€17,000 - 23,000
\$20,000 - 26,000

Provenance

John Campbell, 2nd Marquis of Breadalbane KT, PC, FRS (1796 - 1862)

Lady Mary Campbell (1795 - 1862)

Richard Plantagenet Campbell Temple-Nugent-Brydges-Chandos-Grenville, 3rd Duke of Buckingham and Chandos GCSI, PC, DL (1823 - 1889)

The Right Honourable Mary Elizabeth Temple-Nugent-Brydges-Chandos-Grenville, 11th Lady Kinloss, CI (1852 - 1944)

Lt.-Col. The Honourable Thomas George Breadalbane Morgan-Grenville (1891 - 1965), and thence by descent to the present owner

The present painting is known to have belonged to the 2nd Marquis of Breadalbane. It is possible, therefore, that his father, John Campbell, 1st Marquis of Breadalbane, inherited the present painting from his grandfather, James Maitland, 7th Earl of Lauderdale via his mother, Lady Elizabeth Maitland, when it might have hung at Thirlestane Castle, Lauder. The 2nd Marquis is known to have embellished Langton Castle in Berwickshire (later rebuilt to a design by David Bryce in 1886 as Langton House and finally demolished in 1950) with chattels from his other family property, Taymouth Castle, Perth and Kinross. The 2nd Marquis married Eliza Baillie from Mellerstain House, Gordon, suggesting a possible alternative provenance.





94 *

ATTRIBUTED TO GIOVANNI BATTISTA SALVI, CALLED IL SASSOFERRATO (SASSOFERRATO 1609-1685 ROME)

The Madonna and Child

oil on canvas

74 x 61.6cm (29 1/8 x 24 1/4in).

£20,000 - 30,000

€23,000 - 34,000

\$26,000 - 40,000

Provenance

Sale, Sotheby's, New York, 4 November 1982, lot 61 where purchased by the present owner

The present work is based on a Mignard composition, now known through an engraving by François de Poilly, which was painted in Rome circa 1640. A further version by Pierre Mignard of the present work is in The Hermitage, Saint Petersburg.



95

VENETO SCHOOL, 17TH CENTURY

The Infant Bacchus

oil on canvas

46.7 x 36.6cm (18 3/8 x 14 7/16in).

in an 18th century carved and giltwood frame

£6,000 - 8,000

€6,800 - 9,100

\$7,900 - 11,000





96 TP

RICHARD MORTON PAYE (KENT CIRCA 1750-1821 LONDON ?)

Portrait of a sulky boy

oil on canvas

183.5 x 134cm (72 1/4 x 52 3/4in).

£7,000 - 10,000

€8,000 - 11,000

\$9,200 - 13,000

Provenance

The Collection of Sir Edward William Watkin M.P.(1819 – 1901) of Rose Hill, Cheshire

His son, Alfred Mellor Watkin, by descent to Miss Worsely-Taylor, by whom offered Sale, Sotheby's, London, 10 November 1982, lot 46 With the Owen Edgar Gallery, London, 1984 With Julian Simon Fine Art, London Private Collection, UK

Exhibited

London, Royal Academy, 1785, no. 36

Literature

E. W. Clayton, 'Richard Morton Paye', *The Connoisseur*, vol. XXXVII, December 1913, p. 231, mezzotint by J. Young illustrated p. 232

Engraved

John Young, 1825

The present portrait is traditionally said to depict the son of Dr. John Walcot, a patron of Richard Morton Paye. Walcot, a satirist who wrote under the pen name Peter Pindar, had previously been the patron of John Opie until a disagreement ensued that resulted in the pair parting company. The present portrait caused conflict between the artist and his new patron as, apparently, the latter was unaware of the work until it was exhibited at the Royal Academy in 1785. Their already fractious relationship was further aggravated when Paye drew a satirical sketch of Walcot as a bear seated at an easel.

97

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

The Cascata delle Marmore at Terni with an artist sketching in the foreground

oil on canvas

73.4 x 97.1cm (28 7/8 x 38 1/4in).

£15,000 - 20,000

€17,000 - 23,000

\$20,000 - 26,000

Provenance

Sale, Phillips, London, 12 December 2000, lot 35

The present composition is related to Orizzonte's two large canvases, *Paesaggio con cascata e figure*, in the Galleria Doria Pamphilj, Rome.



(actual size)

98

**GIROLAMO FRANCESCO MAZZOLA, CALLED IL
PARMIGIANINO (PARMA 1503-1540 CASAL MAGGIORE)**

Two putti

pen, brown and rose-coloured wash, heightened with white on paper
8 x 5.2cm (3 1/8 x 2 1/16in).

£8,000 - 12,000

€9,100 - 14,000

\$11,000 - 16,000

Provenance

Sir Thomas Lawrence (Fritz Lugt 2445)

Sir Robert Witt (Fritz Lugt 2228bis)

Sale, Phillips, London, 8 July 1998, lot 63

Literature

D. Ekserdjian, 'Unpublished drawings by Parmigianino: towards a supplement to Popham's catalogue raisonne', in *Apollo*, CL, 450, August 1999, cat. no. 50, ill., fig. 65

S. Béguin, M. Di Giampaolo, M. Vaccaro, *Parmigianino: The Drawings*, Turin, 2000, pp. 205 and 243, no. 88

A. Gnann, *Parmigianino: Die Zeichnungen*, St.Petersberg, 2007, vol. I, p.490, no. 863, vol. II, p. 628

Engraved

Francesco Rosaspina

David Ekserjian notes in the *Apollo* article that the Rosaspina etching after this drawing does not include the truncated legs on the left side and it also makes greater play of the fact that one of the putti is urinating. He speculates that, as with the painting of Cupid in the Kunsthistorisches Museum in Vienna, who is shown standing on a pile of books, this drawing may be an attempt by Parmigianino to parody scholarly pretensions.

Some of Parmigianino's most appealing works feature putti, such as the decorative scheme that covers the walls and ceiling of the Diana and Actaeon room at the Rocca Sanvitale, Fontanellato, near Parma.

Despite his untimely death at the age of 37, Parmigianino will be remembered as one of the most remarkably original artists of the Italian Renaissance. He was a child prodigy, completing his first altarpiece (now in Berlin) at the age of sixteen, and by twenty he was working in Rome, his outstanding virtuosity making a considerable name for him at the papal court. After the sack of Rome he went to Bologna but returned to his home city of Parma in his final years. Francesco Rosaspina (1762-1841) made etchings from many of his drawings in the 18th century, including the present work.



99

ATTRIBUTED TO JACOB VAN DER ULFT (DUTCH, 1627-1689)

A view of St Peter's, Rome, with bystanders watching a papal procession leaving the piazza

bears initials 'G:V:W' (lower left)

gouache on parchment laid on panel

18 x 26.2cm (7 1/16 x 10 5/16in).

£6,000 - 8,000

€6,800 - 9,100

\$7,900 - 11,000

Bernini's colonnade and fountain are included in front of St Peter's, (giving a *terminus ante quem* of 1675), but the general topography is somewhat freely interpreted, showing the Cathedral on a low plain with the ground rising in front of it. This suggests the architectural information may have been based on a print; in fact despite his penchant for Italian subjects it is thought that van der Ulft may never have visited Italy.

END OF SALE

Few works executed in gouache are recorded by van der Ulft, although he did numerous drawings and wash studies. The scale and grouping of the figures in the present work, many wearing clothing coloured either blue or red, recall Ulft's gouache of the *Tower of Babel* sold at Sotheby's, London, 7 & 8 July 2011, lot 21 where the architectural subject is taken from a similarly raised vantage point. There are also comparisons to the signed gouache of an Italianate seaport sold at Christie's, Paris, 27 November 2002, lot 18.

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

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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 equaling 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.

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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. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* of *Lots*:

25% up to £175,000 of the *Hammer Price*
20% from £175,001 to £3,000,000 of the *Hammer Price*
12.5% from £3,000,001 of the *Hammer Price*

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific *Sale* Information page at the front of the *catalogue*.

Payment by credit card, company debit cards and debit cards issued by a non-UK bank will be subject to a 2% surcharge on the total value of the invoice.

The *Buyer's Premium* and all other charges payable to us by the *Buyer* are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

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, shown beside the *Lot* number, 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;

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

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

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. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

Buyers must notify *Bonhams* at the time of the *sale* whether they wish to take their wines under Bond or Duty paid. If a *Lot* is taken under Bond, the *Buyer* will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

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.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- 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		
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.3	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.
8.1.1	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 c/o <i>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> ,	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.
8.1.3	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> ;	10.6	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.
8.1.4	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;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.9	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.
8.1.7	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;	10.10		10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;	10.11		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> .
8.1.9	to retain possession of, and on seven days 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	10.12		10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.10	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	MISCELLANEOUS	11	GOVERNING 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.	10.1	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.
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.	10.2	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* on each lot, 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			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			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				
7.1.3				
7.1.4				
7.1.5				
7.1.6				
7.1.7				
7.1.8				
7.1.9				
7.1.10				
7.1.11				
7.2				
	8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT			
	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> .
	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> .
	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.
	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.
	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> .
	8.2	The discretion referred to in paragraph 8.1:	10 OUR LIABILITY	
	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> .
	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:
	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
	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:
	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 *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- You may wish to protect yourself against loss by obtaining insurance.
- 10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.
- 11 BOOKS MISSING TEXT OR ILLUSTRATIONS**
- Where the *Lot* is made up wholly of a *Book* or *Books* and any *Book* does not contain text or illustrations (in either case referred to as a "non-conforming *Lot*"), we undertake a personal responsibility for such a non-conforming *Lot* in accordance with the terms of this paragraph, if:
- the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and
- you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*; and
- within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.
- but not if:
- the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or
- the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or
- it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or
- the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or
- the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.
- If we are reasonably satisfied that a *Lot* is a non-conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.
- The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.
- 12 MISCELLANEOUS**
- 12.1 You may not assign either the benefit or burden of this agreement.
- 12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
- 13 GOVERNING LAW**
- All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.
- DATA PROTECTION – USE OF YOUR INFORMATION**
- Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.
- APPENDIX 3**
- DEFINITIONS AND GLOSSARY**
- Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.
- LIST OF DEFINITIONS**
- "Additional Premium" a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams' Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the *Buyer* to *Bonhams* on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).
- "Auctioneer" the representative of *Bonhams* conducting the *Sale*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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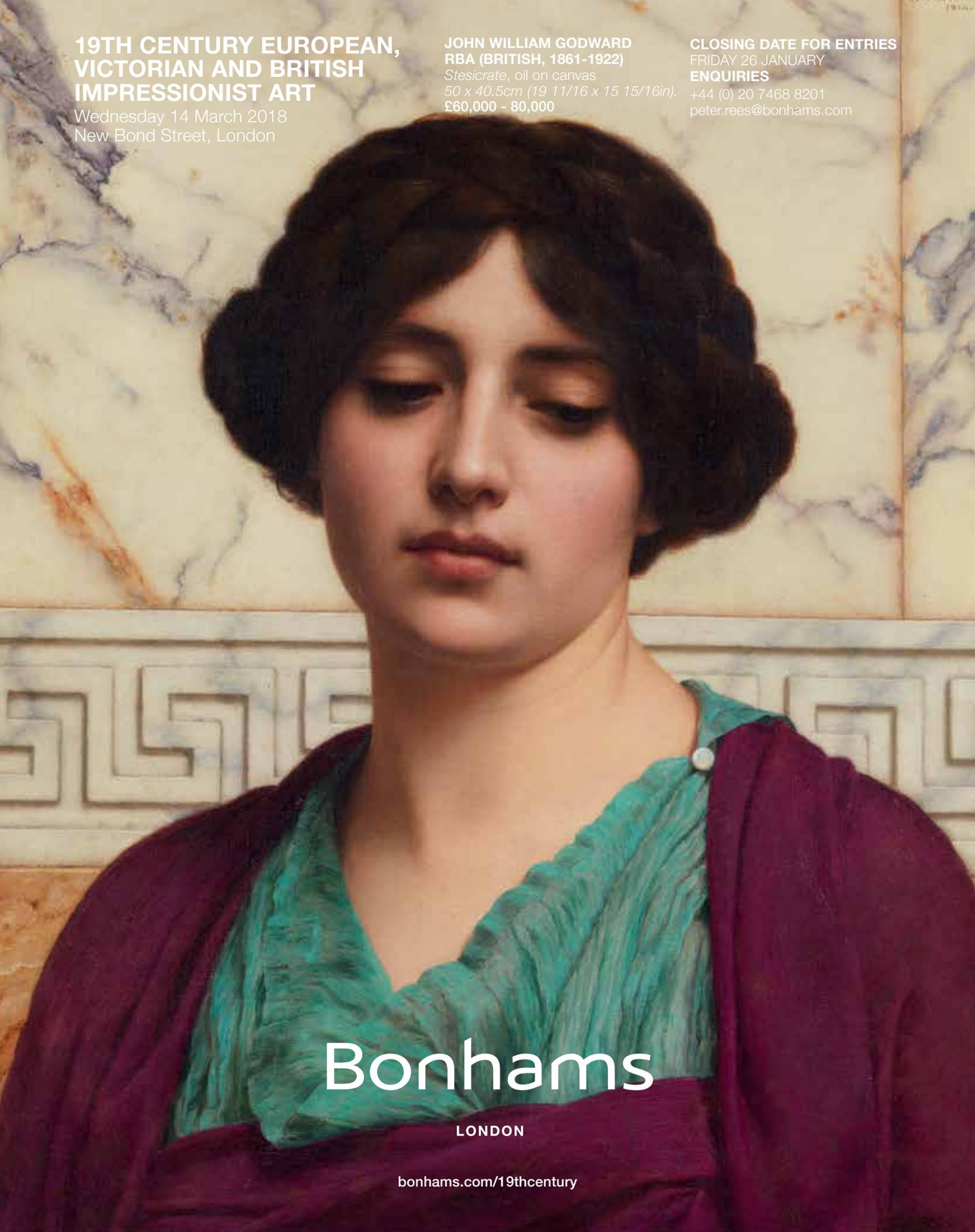
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Wednesday 21 February 2018

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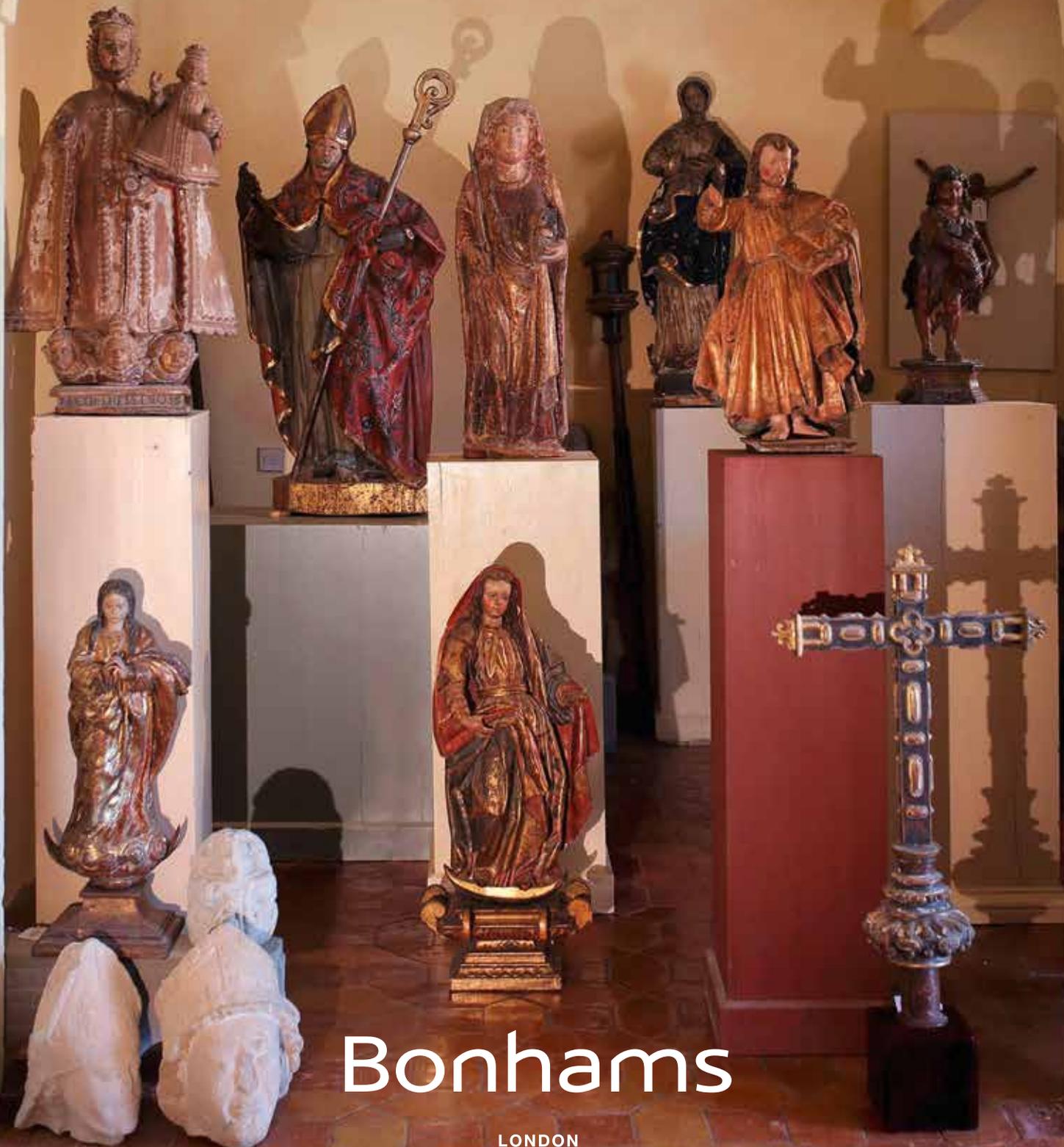
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THE ANNUNCIATION, FROM THE LIFE OF THE VIRGIN

Woodcut, circa 1503, a fine meder lb
impression before the text edition of 1511
Block 298 x 211mm, Sheet 306 x 219mm

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£6,000-8,000 *



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