

OLD MASTER PAINTINGS

Wednesday 25 April 2018
Knightsbridge, London



Bonhams

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OLD MASTER PAINTINGS

Wednesday 25 April 2018 at 10.30am
Knightsbridge, London

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Front cover: Lot 87 (detail)
Back cover: Lot 99 (detail)

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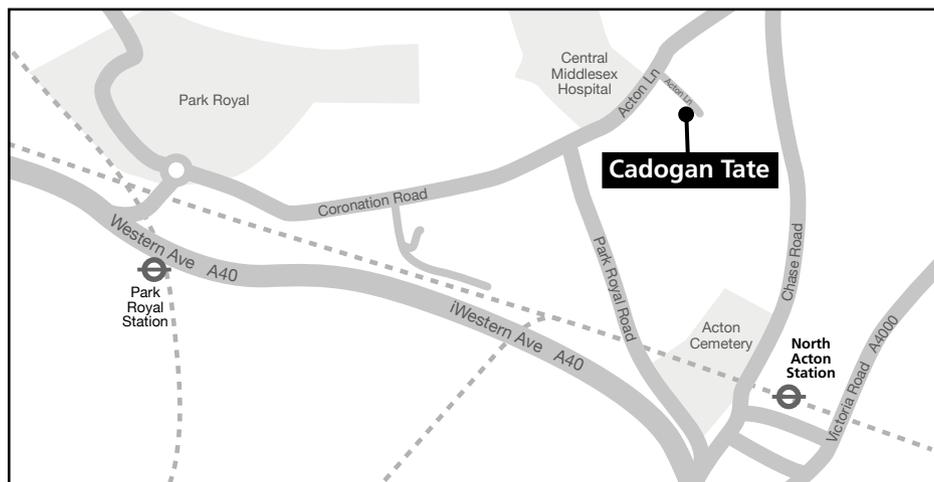
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Please note that Bonhams, Cadogan Tate And Alban Shipping will be closed Monday 7 May 2018 for the May Bank Holiday.



1

1

**FOLLOWER OF PIETER COECKE VAN AELST (AELST 1502-1550
BRUSSELS)**

A Triptych: the central panel: The Adoration of the Magi; the left wing:
The Annunciation; and the right wing: The Rest on the Flight into Egypt
oil on panel, shaped tops

*central panel: 70.6 x 73.2cm (21.2 x 28 13/16in). and wings: 73.2 x
21.2cm (28 13/16 x 8 3/8in).*

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700

A very similar triptych of the same subject matter was offered at
Fischer, Lucerne, 19 May 1994, lot 2024 (as Augsburg School, circa
1525).



2



3

2

CIRCLE OF WOLFGANG HEIMBACH (OVELGÖNNE CIRCA 1613-CIRCA 1678 OLDENBURG)

An elegant interior with figures eating and drinking, a sleeping man being woken by a maid beyond bears signature and date 'Pdehooch fecit 16*0' (on chair, lower right) oil on canvas

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

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700

Provenance

The Collection of J.O.Flatter (as Wolfgang Heimbach, according to a Witt Library mount)

3 TP

PETER SNYERS (ANTWERP 1681-1752)

An old woman with a basket of eggs, holding a dead fox oil on canvas

143.5 x 104.1cm (56 1/2 x 41in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

Provenance

Sale, Langford, London, 1 June 1759, lot 64

Sale, Sotheby's, London, 8 July 1987, lot 325



4

4

JAN JOSEF HOREMANS THE ELDER (ANTWERP 1682-1759)

Portrait of a family group in a park landscape

signed 'JHoremans' (on wall, lower right)

oil on canvas

70 x 82.7cm (27 9/16 x 32 9/16in).

£6,000 - 8,000

€6,700 - 9,000

US\$8,300 - 11,000

Provenance

With Meninas, S.A., Barcelona, 1975

Sale, Bonhams, London, 4 July 2007, lot 57, where purchased by the present owner

5

JAN BAPTIST LAMBRECHTS (ANTWERP 1680-CIRCA 1731)

Elegant company drinking tea in the garden of a country house

oil on canvas

86.2 x 69.2cm (33 15/16 x 27 1/4in).

£6,000 - 8,000

€6,700 - 9,000

US\$8,300 - 11,000



5



6



6

CIRCLE OF HENDRICK III VAN CLEVE (ANTWERP CIRCA 1525-CIRCA 1590)

The Tower of Babel
oil on panel
49.3 x 64.2cm (19 7/16 x 25 1/4in).

£6,000 - 8,000
€6,700 - 9,000
US\$8,300 - 11,000

7 *

ANTWERP SCHOOL, CIRCA 1640

Elizabeth of Hungary giving alms, within a flower garland
signed and dated 'C. de Vos 16**' (lower centre)
oil on copper
23.2 x 18.2cm (9 1/8 x 7 3/16in).

£3,000 - 5,000
€3,400 - 5,600
US\$4,200 - 6,900

7



8

8 TP

CIRCLE OF HANS VREDEMAN DE VRIES (LEEWARDEN 1527-1604)

Belshazzar's Feast
oil on canvas
107.8 x 150.8cm (42 7/16 x 59 3/8in).

£6,000 - 8,000
€6,700 - 9,000
US\$8,300 - 11,000

The present work follows an engraving from 1585 by Gerard de Jode, after Hans Vredeman de Vries (see: British Museum no. 1968,1018.1.199).

9

JAN MIENSE MOLENAER (HAARLEM CIRCA 1610-1668)

The quack doctor
signed 'J. Molenaer f' (lower left)
oil on panel
44.6 x 34.2cm (17 9/16 x 13 7/16in).

£6,000 - 8,000
€6,700 - 9,000
US\$8,300 - 11,000



9



10



11

10

AFTER DANIEL MYTENS THE ELDER, 17TH CENTURY

Portrait of Charles I, when Prince of Wales, bust-length, wearing a medallion

oil on panel

60.2 x 50cm (23 11/16 x 19 11/16in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

The present portrait follows an engraving from 1628 by Willem Jacobsz Delff, after Daniel Mytens (see: National Portrait Gallery, no. NPG D26299).

11

CIRCLE OF STEVEN VAN DER MEULEN (?ANTWERP -CIRCA 1564 LONDON)

Portrait of a gentleman, bust-length, with a jewelled hat

oil on panel, a fragment

29.6 x 25.4cm (11 5/8 x 10in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

12

ENGLISH SCHOOL, 1638

Portrait of Oliver Sawle, three-quarter-length, holding a staff dated '1638:38' (centre right)

oil on canvas

109.5 x 81.2cm (43 1/8 x 31 15/16in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700

Provenance

With Lane Fine Art, London, before 1980, where purchased by the present owner's family

Oliver Sawle (1600-1669) was the second son of Nicholas and Alice Sawle of Penrice House, Fowey. He married Jane (who died in 1664), daughter of Sir Francis Glanville of Tavistock, Devon in 1630. He was Sheriff of Cornwall 1662-1663.



12



13

13

FOLLOWER OF CORNELIS VAN DER VOORT (ANTWERP 1576-1624 AMSTERDAM)

Portrait of a lady, half-length, in a black dress and a white lace ruff, holding a pair of gloves
oil on panel
74.8 x 59cm (29 7/16 x 23 1/4in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

14

CORNELIS JONSON VAN CEULEN (LONDON 1593-1661 UTRECHT)

Portrait of a lady, said to be Mary Digges, bust-length, in a black dress with a white collar and pearl necklace
signed with initials and dated 'C.J.fecit/ **36' (centre left)
oil on canvas
73.9 x 57.2cm (29 1/8 x 22 1/2in).

£5,000 - 7,000
€5,600 - 7,900
US\$6,900 - 9,700

15

AFTER PIETER GERRITZ. VAN ROESTRATEN, LATE 17TH CENTURY

Portrait of the artist drinking from a glass
oil on canvas
73.9 x 61cm (29 1/8 x 24in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

Provenance

Probably purchased by Thomas Burnett (1656 - 1729), 2nd Laird of Kemnay, Kemnay House, Aberdeenshire, thence by family descent to the present owner

The present composition is after Roestraten's original self-portrait, formerly in H. Boyd Rockford Collection, and sold at Sotheby's, London, 2 July 1958, lot 161.



14



15



16

16
CIRCLE OF JEAN FRANÇOIS MILLET (ANTWERP 1642-1679 PARIS)

A wooded landscape with Diana hunting
 oil on canvas
 63.5 x 76.3cm (25 x 30 1/16in).

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

Provenance

With The Fine Art Society, London, 1947
 Sale, Sotheby's, London, 22 May 1987, lot 182
 Sale, Christie's, South Kensington, 14 April 1999, lot 371

17 TP

ATTRIBUTED TO PIERRE NOLASQUE BERGERET (BORDEAUX 1782-1863 PARIS)

A coastal landscape with a cavalier purchasing an Arab stallion
 oil on canvas
 114.5 x 147.7cm (45 1/16 x 58 1/8in).

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

Provenance

Sale, Sotheby's, Olympia, 16 April 2002, lot 437, where purchased by the present owner

18

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

A moonlit harbour scene
 oil on canvas
 63.2 x 76.4cm (24 7/8 x 30 1/16in).

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

19

FRENCH SCHOOL, 18TH CENTURY

An interior with an elegant lady, her spaniel and a maid before a fireplace
 signed with indistinct monogram 'f**B' (on lintel, centre left)
 oil on panel
 33.4 x 26.8cm (13 1/8 x 10 9/16in).

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

Provenance

The Collection of Giancarlo Baroni, Florence



18



19



20

20

CIRCLE OF NICOLAS VLEUGHELS (PARIS 1668-1737 ROME)

An episode from *Le Bât* or *The Pack Saddle*

oil on panel

23.2 x 17.6cm (9 1/8 x 6 15/16in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100

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

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

21

AFTER FRANCESCO GIUSEPPE CASANOVA, CIRCA 1800

A cavalier on horseback

oil on canvas

55.7 x 45.2cm (21 15/16 x 17 13/16in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100

The present composition is after Casanova's original, now in the musée du Louvre, Paris.



21



22



22

22 TP

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

Portrait of Samuel Clarke, half-length, in a grey coat; and Portrait of Mary Elizabeth Jervoise, half-length, in a white dress and red wrap
a pair, oil on canvas

126.2 x 101.6cm (49 11/16 x 40in). (2)

£8,000 - 12,000

€9,000 - 13,000

US\$11,000 - 17,000

Provenance

The sitters and thence by family descent to the present owner

Exhibited

On loan to Mottisfont Abbey, Hampshire until recently

Samuel, (1700-1769), the son of Samuel and Anne Clarke of West Bromwich, married Mary Elizabeth (1703-1739), daughter of Thomas Jervoise of Herriod, in 1729. They had two children, Anne and Jervoise.



23

23 TP

STUDIO OF WILLEM WISSING (AMSTERDAM 1656-1687 BURGHELY)

Portrait of Elizabeth Jones, Countess of Kildare, as a shepherdess, three-quarter-length, seated before a landscape bears inscription 'Mary Countess/ of Kildare' (lower left) oil on canvas
125.6 x 101.8cm (49 7/16 x 40 1/16in).

£8,000 - 12,000

€9,000 - 13,000

US\$11,000 - 17,000

Provenance

Richard Plantagenet Temple-Nugent-Brydges-Chandos-Grenville, (1797-1861), 2nd Duke of Buckingham & Chandos, and thence by descent to the present owner

A version of the present lot, with differences to the costume, which can be dated to circa 1684, is in The Mellon Collection, Yale Center for British Art, USA. Elizabeth Jones, eldest daughter and co-heiress of Richard Jones (who was created Earl of Ranelagh by William III), was one of the celebrated beauties of the Restoration court. In the late 1670s she was rumoured to be the mistress of Charles II. She married the Earl of Kildare in 1684. The subject, bust length, was engraved in mezzotint in 1686 by John Smith.



24

24 TP

PIETRO DANDINI (FLORENCE 1646-1712)

Christ on the Road to Calvary

oil on canvas

130.2 x 99.3cm (51 1/4 x 39 1/8in).

£7,000 - 10,000

€7,900 - 11,000

US\$9,700 - 14,000

Provenance

Private Collection, Beacon Hill, Boston, Massachusetts, since the 19th century

With Pietro Corsini, 1985

Sale, Christie's, London, 8 July 2005, lot 82



25

25 TP

VENETIAN SCHOOL, 18TH CENTURY

The Descent from the Cross

oil on canvas

107.8 x 84cm (42 7/16 x 33 1/16in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700



26

26

STUDIO OF LUCA GIORDANO (NAPLES 1634-1705)

The Idolatry of Solomon

oil on canvas

60.6 x 76.1cm (23 7/8 x 29 15/16in).

unframed

£6,000 - 8,000

€6,700 - 9,000

US\$8,300 - 11,000

Provenance

Sale, Sotheby's, London, 26 April 2007, lot 81 (The Property of a Lady)

27

STUDIO OF SEBASTIANO RICCI (BELLUNO 1659-1734 VENICE)

The pool of Bethesda

oil on canvas

39.4 x 35.2cm (15 1/2 x 13 7/8in).

£6,000 - 8,000

€6,700 - 9,000

US\$8,300 - 11,000

The composition of the present work comes close to that by Francesco Guardi (private collection, Paris, see: A. Morassi, *Guardi*, Venice, 1973, vol. I, p. 340, cat. no. 174, ill. vol II, pl. 197), which was previously given to Sebastiano Ricci. Stylistically, the present *Pool of Bethesda* comes closer to the latter artist.



27



28

28 TP

**CIRCLE OF GIUSEPPE BONITO (CASTELLAMMARE 1707-1789
NAPLES)**

Portrait of a two noble children, full-length, seated at a table playing
draughts

inscribed 'COMITES IOAN-BAPTISTA/ ROSANA' (upper left)

oil on canvas

134.9 x 109.1cm (53 1/8 x 42 15/16in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700



29

29^{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).

£12,000 - 18,000

€13,000 - 20,000

US\$17,000 - 25,000



30



31

30

ATTRIBUTED TO GASPAR DE CRAYER (ANTWERP 1584-1669 GHEENT)

Roman Charity
oil on canvas
85 x 112cm (33 7/16 x 44 1/8in).

£4,000 - 6,000
€4,500 - 6,700
US\$5,500 - 8,300

The attribution of the present lot was suggested after first hand inspection by Mr. Matías Díaz Padrón, Keeper of Dutch and Flemish Paintings at the Museo del Prado, Madrid, who has published on the artist. A related red chalk drawing by de Crayer is in the Weimarer Klassik und Kunstsammlungen Foundation, Weimar (inv./cat.nr KK 4879) and a more finished drawing, attributed to Gaspar de Crayer is in the British Museum (inv./cat.nr 1946.7.13.975).

31

ATTRIBUTED TO GODFRIED SCHALCKEN, (DORDRECHT 1643-1706 THE HAGUE)

The Pietà
oil on canvas
92.2 x 58.2cm (36 5/16 x 22 15/16in).
unframed

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

Provenance

Baumeister Collection, Germany (according to a label on the reverse)
Sale, Van Ham, Cologne, 30 June 2005, lot 1374

A version of this composition by Schalcken was offered for sale at Kunsthaus am Museum, Cologne on 19-22 March 1980, lot 1321.



32 (one of a pair)

32

CIRCLE OF JACOB DE WIT (AMSTERDAM 1695-1754)

An Allegory of Taste; and An Allegory of Hearing
 a pair, oil on canvas, *en grisaille*
 94.2 x 70.2cm (37 1/16 x 27 5/8in). (2)

£3,000 - 5,000
 €3,400 - 5,600
 US\$4,100 - 6,900

33

**CIRCLE OF MATTHIAS WITHOOS (AMERSFOOT 1627-1703
 HOORN)**

A lady and child playing with a dog before ruins
 oil on canvas
 68.2 x 56.1cm (26 7/8 x 22 1/16in).

£3,000 - 5,000
 €3,400 - 5,600
 US\$4,100 - 6,900



33



34



35

34

ATTRIBUTED TO DANIEL QUIGLEY (IRISH, ACTIVE 1764-1773)

'Skim', a grey racehorse with a groom

oil on canvas

73.7 x 93.5cm (29 x 36 13/16in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700

Provenance

Sale, Christie's, London, 17 July 1987, lot 2 (as Thomas Spencer), where purchased by the present owner

'Skim' may refer to a horse that raced in Ireland in the mid 18th century.

35

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).

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700

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.



36

36 * TP

ALEXANDER NASMYTH (EDINBURGH 1758-1840)

Dunglass House
 signed 'Alex Nasmyth' (on artist's label, on reverse)
 oil on canvas
 95 x 147cm (37 3/8 x 57 7/8in).

£4,000 - 6,000
€4,500 - 6,700
US\$5,500 - 8,300

Provenance
 Private Collection, U.S.A.

Dunglass lies just inland, near Cockburnspath, Berwickshire, and there has been a house on the dramatic site at the edge of Dunglass Dean ravine since the 15th century. Sir James Hall, a renowned scholar of Gothic architecture, inherited it from his father and set about remodelling the landscape as an important example of Picturesque ideals. Alexander Nasmyth, a family friend, was consulted, and he made several sketches of the house (two of which are in the collections of the National Galleries of Scotland) as altered in various styles, including Gothic and Classical. This monumental oil may be the principal extant expression of Nasmyth's unrealised vision. There are relatively few images of the house at any stage in its history, and it was finally destroyed in 1958.

37 * TP

ATTRIBUTED TO MICHAEL DAHL (STOCKHOLM 1659-1743 LONDON)

Portrait of a lady, three-quarter-length, in a white dress holding flowers, before a landscape
 oil on canvas
 126.9 x 101cm (49 15/16 x 39 3/4in).

£4,000 - 6,000
€4,500 - 6,700
US\$5,500 - 8,300



37



38



38



39

38

CIRCLE OF JEAN-BAPTISTE LEPRINCE (METZ 1734-1781 SAINT-DENIS-DU-PORT)

A young flower vendor; and A young pretzel vendor
a pair, oil on canvas
43.5 x 35.2cm (17 1/8 x 13 7/8in). (2)

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

39

FRENCH SCHOOL, 18TH CENTURY

A *trompe l'oeil* of an Allegory of Painting, within a decorative cartouche of flowers, leaves and drapery
oil on canvas
66 x 60.5cm (26 x 23 13/16in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100



40

40

ATTRIBUTED TO WILLIAM OWEN (LUDLOW 1769-1825 LONDON)

A child with a pipe before a landscape
oil on canvas
92.8 x 71.2cm (36 9/16 x 28 1/16in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

41

FRENCH SCHOOL, LATE 18TH CENTURY

Snowdrops in a painted earthenware pot
oil on panel
25.2 x 20.4cm (9 15/16 x 8 1/16in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

42

FRENCH SCHOOL, 1783

Venus suckling Cupid
signed and dated 'HF.fiago 1783' (lower left)
oil on paper, laid on panel, *en brunaille*
45.6 x 31.7cm (17 15/16 x 12 1/2in).

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900



41



42



43

43

FRANCESCO LAVAGNA (ACTIVE NAPLES, 18TH CENTURY)

A bronze vase filled with chrysanthemums, roses, convolvulus and other flowers; and Roses, chrysanthemums, poppies and other flowers in a bronze urn on a stone ledge a pair, oil on canvas

31.6 x 41.2cm (12 7/16 x 16 1/4in). (2)

£4,000 - 6,000

€4,500 - 6,700

US\$5,500 - 8,300

44

CIRCLE OF PIER FRANCESCO CITTADINI (MILAN 1616-1681 BOLOGNA)

A dog and a cat on a draped table-top oil on canvas

50.2 x 55.2cm (19 3/4 x 21 3/4in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100



44

45

CIRCLE OF JEAN-BAPTISTE BELIN DE FONTENAY (CAEN 1653-1715 PARIS)

Tulips, roses, snowballs and other flowers in a terracotta vase on a stone ledge oil on canvas

67.1 x 76.2cm (26 7/16 x 30in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900



45

46

**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).

£2,500 - 3,500

€2,800 - 3,900

US\$3,500 - 4,800

Provenance

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

47

**CIRCLE OF JACQUES HUPIN (ACTIVE
FRANCE, MID 17TH CENTURY)**

A bronze urn filled with flowers alongside a
silver dish on a draped table-top
oil on canvas
78.9 x 107.3cm (31 1/16 x 42 1/4in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900



43



46



47



48

48

**CIRCLE OF HANS ROTTENHAMMER I
(MUNICH 1564-1625 AUGSBURG)**

Diana and Actaeon
oil on copper
13.1 x 16.4cm (5 3/16 x 6 7/16in).
unframed

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100



49

49

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

A village kermesse
bears initials 'JHD' (lower right)
oil on panel
73.4 x 107.7cm (28 7/8 x 42 3/8in).

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

Provenance

Private Collection, UK and thence by descent
to the present owner

50

**ADRIAEN CORNELISZ. BEELDEMAKER
(ROTTERDAM CIRCA 1625-1701 THE
HAGUE)**

Dogs in a landscape; and Dogs before ruins,
a landscape beyond
both signed and dated 'ABeeldemaker/ 1696'
(lower right)
a pair, oil on canvas
46.1 x 64.6cm (18 1/8 x 25 7/16in). (2)

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

Provenance

Sale, Christie's, London, 22 December 1931,
lot 146 (bt. van Duren)



50

51

**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

£6,000 - 8,000

€6,700 - 9,000

US\$8,300 - 11,000

Provenance

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

52

**ATTRIBUTED TO JAN FYT (ANTWERP
1611-1661)**

A still life of dead game
oil on panel
38.7 x 56.7cm (15 1/4 x 22 5/16in).

£6,000 - 8,000

€6,700 - 9,000

US\$8,300 - 11,000

Provenance

Sale, Sotheby's, Amsterdam, 8 May 2000,
lot 151



51



52



50



53



54



55

53

FOLLOWER OF GIUSEPPE GALLI BIBIENA (PARMA 1696-1756 BERLIN)

A palace interior with soldiers in the foreground
oil on canvas

72.3 x 54.5cm (28 7/16 x 21 7/16in).

£4,000 - 6,000

€4,500 - 6,700

US\$5,500 - 8,300

54

NEAPOLITAN SCHOOL, LATE 17TH CENTURY

Saint Elias

oil on canvas

88.5 x 65.2cm (34 13/16 x 25 11/16in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100

55

CIRCLE OF BENEDETTO LUTI (FLORENCE 1644-1724 ROME)

Study of a young girl

oil on canvas, unlined

39.6 x 28.7cm (15 9/16 x 11 5/16in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100



56

56

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).

£6,000 - 8,000

€6,700 - 9,000

US\$8,300 - 11,000

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).



57

57

FOLLOWER OF GIOVANNI PAOLO PANINI (PIACENZA 1691-1765 ROME)

An architectural *capriccio* with figures before the pyramid of Gaius

Cestius, Trajan's column and the arch of Janus in the distance

oil on canvas

107.4 x 95.6cm (42 5/16 x 37 5/8in).

£8,000 - 12,000

€9,000 - 13,000

US\$11,000 - 17,000



58



59

58 TP

PIERRE JACQUES VOLAIRE (TOULON 1729-1802 NAPLES), AND STUDIO

The eruption of Mount Vesuvius
oil on canvas
140 x 233cm (55 1/8 x 91 3/4in).

£10,000 - 15,000
€11,000 - 17,000
US\$14,000 - 21,000

Provenance

Private Collection, UK, since circa 1985

Volaire painted numerous versions of this subject, including one in Museo di Capodimonte, Naples, but the present work comes closest to the version with galerie Michael Descours, 2004 and now in a private collection.

59

AFTER CARLO MARATTA, 18TH CENTURY

The Madonna teaching the Infant Christ to read
oil on canvas
73.6 x 60.6cm (29 x 23 7/8in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

The present composition is after Maratta's *The Madonna teaching the Infant Christ to read* now in the State Hermitage Museum, Saint Petersburg.



60

60 TP

JEAN-BAPTISTE PILLEMENT (LYON 1728-1808)

Chinoiserie figures in a boat beside a garden pavilion
oil on canvas
241 x 212.5cm (94 7/8 x 83 11/16in).

£7,000 - 10,000

€7,900 - 11,000

US\$9,700 - 14,000

Provenance

Probably David Garrick, Fuller House, Hampton, near London
With Galerie Gildas Guédal, Paris
Private Collection, Europe

Literature

M. Gordon-Smith, 'The Influence of Jean Pillement on French and English Decorative Art', in *Artibus et Historiae*, n. 41
M. Gordon-Smith, *Pillement*, Krakow, 2006, pp. 54-55, fig. 36, ill. p. 58

The present work was probably commissioned by David Garrick, the famous Shakespearean actor. It was part of a large-scale decorative scheme that adorned the drawing room of Fuller House, the actor's

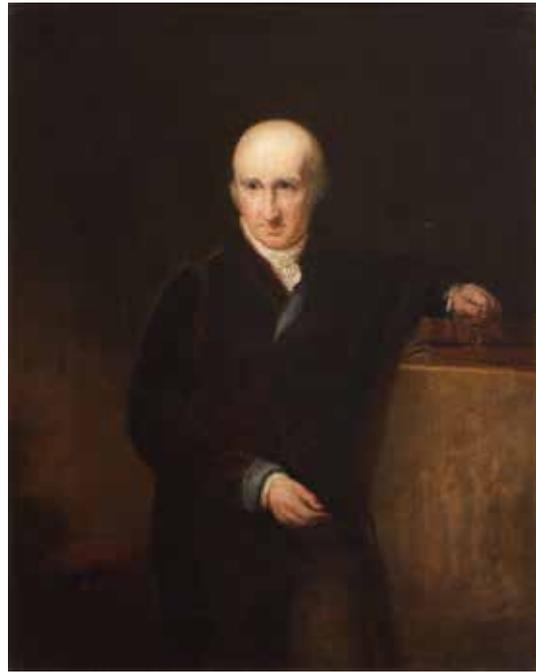
residence in Hampton, near London. Garrick acquired Fuller House in 1755 and commissioned Robert Adam, Thomas Chippendale and Capability Brown to redesign and redecorate the house and gardens. Garrick was introduced to Pillement by Charles Leveiz, another well-known actor, in 1757. An invoice, dated 16 July 1757, records that Garrick paid the artist £150 to decorate several rooms in his new home.

Five further *chinoiserie* wall panels of varying sizes, now in private collections in France, are also thought to have formed part of the same decorative scheme. The measurements of each of these six large works closely matches the window and wall designs of the original building plans for the drawing room at Fuller House. Furthermore, the inventory of Garrick's estate, produced after his death in 1779, states that the drawing room was 'fitted up entirely in the Chinese taste hung round with Canvas and ornamented with paintings formed by panels in borders of papier Machée'. Each of this set of six works shows similar markings around the edges which Gordon-Smith suggests are the traces of the earlier *papier mache* borders (see: M. Gordon-Smith, *ibid*, p. 55).

The present picture was engraved by P.C. Canot in 1759, with a few differences, for Pillement's series *Scènes chinoises*.



61



62

61
TILLY KETTLE (LONDON 1734-1786 ALEPPO)

Portrait of a lady, half-length, in a blue dress signed 'T.Kettle P' (lower right)
 oil on canvas
 75.5 x 63.5cm (29 3/4 x 25in).

£6,000 - 8,000
 €6,700 - 9,000
 US\$8,300 - 11,000

Provenance
 Sale, Sotheby's, London, 30 November 2000, lot 117

62
AFTER GEORGE HENRY HARLOW, 19TH CENTURY

Portrait of Benjamin West P.R.A (1738-1820), half-length, in a black coat, his left hand resting on some books
 oil on canvas
 53.7 x 43.4cm (21 1/8 x 17 1/16in).

£2,000 - 3,000
 €2,200 - 3,400
 US\$2,800 - 4,100

Provenance
 Sale, Christie's, London, 22 November 1985, lot 83, where purchased by the present owner

The present composition is after George Henry Harlow's original portrait, formerly in the collection of Professor Sir Albert Richardson.

63
ATTRIBUTED TO GERARD VAN SOEST (SOEST CIRCA 1600-1681 LONDON)

Portrait of Richard Cromwell, bust-length, in black costume with a white lawn collar
 oil on canvas
 75.5 x 60.9cm (29 3/4 x 24in).

£3,000 - 5,000
 €3,400 - 5,600
 US\$4,100 - 6,900



63



64

64
CIRCLE OF SIR GODFREY KNELLER (LÜBECK 1646-1723 LONDON)

Portrait of a gentleman, three-quarter-length, in a red coat, with his dog
 oil on canvas
 127.1 x 102.2cm (50 1/16 x 40 1/4in).
 unframed

£2,000 - 3,000
 €2,200 - 3,400
 US\$2,800 - 4,100

65 TP
CIRCLE OF SIR GODFREY KNELLER (LÜBECK 1646-1723 LONDON)

Portrait of a lady, said to be Anne, Countess of Sunderland, three-quarter length, seated before a landscape
 bears inscription 'Ann Countess/ of Sunderland/ Mother to/ Viscountess Bateman' (lower right)
 oil on canvas
 126 x 101.6cm (49 5/8 x 40in).

£2,000 - 3,000
 €2,200 - 3,400
 US\$2,800 - 4,100

Anne Spencer, Countess Sunderland (1683-1716) was the third daughter of the 1st Duke of Marlborough and the mother of the 3rd Duke. The inscription referring to her daughter Anne, who married William Bateman, 1st Viscount Bateman would suggest that the portrait passed through that family.

66
CIRCLE OF SIR PETER LELY (SOEST 1618-1680 LONDON)

Portrait of a lady, bust-length, in a blue dress
 oil on canvas
 66.4 x 54.4cm (26 1/8 x 21 7/16in).

£2,000 - 3,000
 €2,200 - 3,400
 US\$2,800 - 4,100



65



66



67

67

**FOLLOWER OF ANTHONIE
VERSTRAELEN (GORINCHEM 1594-1641
AMSTERDAM)**

A winter landscape with figures ice skating
and playing *kolf*
oil on panel, oval
36.2 x 48.6cm (14 1/4 x 19 1/8in).
unframed

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100



68

68 TP

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

Shipping in a harbour
bears signature 'DUBBELS' (on barrel, lower
right)
oil on canvas
76.2 x 120.6cm (30 x 47 1/2in).

£4,000 - 6,000
€4,500 - 6,700
US\$5,500 - 8,300



69

69 *

**ATTRIBUTED TO SALOMON ROMBOUITS
(HAARLEM CIRCA 1652-CIRCA 1702
FLORENCE)**

A winter landscape with figures ice skating
and playing *kolf*
oil on panel
35.7 x 46.8cm (14 1/16 x 18 7/16in).

£4,000 - 6,000
€4,500 - 6,700
US\$5,500 - 8,300

Provenance

With John Mitchell and Sons, London, circa
1966
The Brocklehurst Collection, Jersey and
thence by descent to the present owner



70



70

70

LOUIS DE CAULLERY (CAMBRAI 1580-1621 ANTWERP)

Two of the Five senses: Elegant figures embracing; and An elegant couple making music a pair, oil on copper
 12.9 x 9.9cm (5 1/16 x 3 7/8in). (2)
 in carved and giltwood frames

£3,000 - 5,000
 €3,400 - 5,600
 US\$4,100 - 6,900

71 *

ATTRIBUTED TO FRANS FRANCKEN II (ANTWERP 1581-1642)

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

£5,000 - 7,000
 €5,600 - 7,900
 US\$6,900 - 9,700

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.



71



72



72



73

72

FRANS DE HULST (HAARLEM CIRCA 1605-1661)

River landscapes
 both signed 'F.D.HULST' (on boat, lower left)
 a pair, oil on panel, ovals
 30.5 x 40.7cm (12 x 16in). (2)

£5,000 - 7,000
 €5,600 - 7,900
 US\$6,900 - 9,700

73

ANTWERP SCHOOL, 17TH CENTURY

Elegant figures before an avenue of trees
 oil on panel, shaped top
 19.1 x 11.2cm (7 1/2 x 4 7/16in).
 together with 2 others (3)

£2,000 - 3,000
 €2,200 - 3,400
 US\$2,800 - 4,100



74

74

PIETER DE PUTTER (THE HAGUE 1605-1659 BEVERWIJK)

A fishmonger
 inscribed 'CW' (upper right)
 oil on panel
 114.8 x 85.1cm (45 3/16 x 33 1/2in).

£2,000 - 3,000
 €2,200 - 3,400
 US\$2,800 - 4,100

We are grateful to Dr. Fred Meijer for confirming the attribution to de Putter upon inspection of colour photographs.

75

CIRCLE OF ABRAHAM BLOEMAERT (DORDRECHT CIRCA 1564-1651 UTRECHT)

The Adoration of the Shepherds
 indistinctly dated '160*' (lower right)
 oil on panel
 44.8 x 33.5cm (17 5/8 x 13 3/16in).
 unframed

£2,000 - 3,000
 €2,200 - 3,400
 US\$2,800 - 4,100

76

FOLLOWER OF CASPAR NETSCHER (HEIDELBERG 1639-1684 THE HAGUE)

A girl with a basket of flowers beside a carved stone window ledge
 oil on canvas
 42.6 x 34.5cm (16 3/4 x 13 9/16in).

£4,000 - 6,000
 €4,500 - 6,700
 US\$5,500 - 8,300



75



76



77

77

FRANS SNYDERS (ANTWERP 1579-1657), AND STUDIO

A kitchen maid holding a cockerel, with game, asparagus, artichokes, kitchen utensils and a bowl of *fraises de bois* on a table
oil on panel

124.4 x 94.4cm (49 x 37 3/16in).

£20,000 - 30,000

€22,000 - 34,000

US\$28,000 - 41,000

Provenance

Sale, Christie's, London, 14 December 1984, lot 70

Sale, Sotheby's, London, 6 July 1994, lot 118

Literature

H. Robels, *Frans Snyders: Stilleben und Tiermaler; 1579-1657*, Munich, 1989, p. 173-4, no.5, ill

Robels dates the present work to circa 1610, and suggests that the figure of the maid is possibly by another hand (see Literature). A related drawing, in which the composition has been extended to include the figure of a man holding game, is now in the Ashmolean Museum, Oxford (*ibid* pp. 406-7, cat. no. Z3, ill.).



78

78

ALEXANDER ADRIAENSSEN THE ELDER (ANTWERP 1587-1661)

Irises, roses and other flowers in a glass vase on a wooden table with butterflies and dragonflies

oil on panel

65.2 x 48.2cm (25 11/16 x 19in).

£15,000 - 20,000

€17,000 - 22,000

US\$21,000 - 28,000

Provenance

Sale, Paleis voor Schone Kunsten, Brussels, 26-29 October 1976, lot 494 (as J. van Huysum)

Sale, Hôtel Drouot, Paris, 08 June 1988, lot 14 (as F. Ykens)

Literature

G. Spiessens, *Leven en werk van de Antwerpse schilder Alexander Adriaenssen*, Antwerp, 1990, p. 196-7, cat. no. T10, ill. plate 102



79

79

VENETIAN SCHOOL, 19TH CENTURY

Canale di Santa Chiara looking north-west from the Fondamenta della Croce to the Lagoon; and Piazza San Marco a pair, oil on canvas
the former 32.5 x 48.2cm (12 13/16 x 19in).
and the latter 33.7 x 48.3cm (13 1/4 x 19in).
 (2)

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

Provenance

Private Collection, UK for at least 50 years

The former picture is after Canaletto's original work, now in the collection of Mario Crespi, Milan.

80

CIRCLE OF PIETRO LIBERI (PADUA 1614-1687 VENICE)

Galatea with a putto
 oil on canvas
26.4 x 53.4cm (10 3/8 x 21in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100



80

81

STUDIO OF GIOVANNI PAOLO PANINI (PIACENZA 1691-1765 ROME)

An architectural *capriccio* with a philosopher and soldiers amongst ancient ruins
 oil on canvas
73.8 x 99.4cm (29 1/16 x 39 1/8in).
 unframed

£5,000 - 7,000
€5,600 - 7,900
US\$6,900 - 9,700

Provenance

Sale, Sotheby's, London, 7 July 2005, lot 184

Exhibited

Philadelphia Museum of Art (according to a torn label on the reverse)



81



79

82

**FOLLOWER OF GIUSEPPE
BARTOLOMEO CHIARI (ROME 1654-1724)**

The Pietà
oil on copper
13.8 x 19.2cm (5 7/16 x 7 9/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,400 - 2,100



82

83

**CIRCLE OF FRANCESCO ANTONIO
SIMONINI (PARMA 1686-1753)**

A river landscape with figures on the banks, a drover and his flock crossing a bridge beyond
oil on canvas
44.7 x 72cm (17 5/8 x 28 3/8in).

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900



83



84

84

FRENCH SCHOOL, 18TH CENTURY

An upturned basket of flowers with a hoopoe and two thrushes
oil on canvas
50.6 x 64.7cm (19 15/16 x 25 1/2in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100



85

85

AFTER CHARLES-ANTOINE COYPEL, 18TH CENTURY

Jeux d'enfants a la toilette
oil on canvas
65.1 x 81.2cm (25 5/8 x 31 15/16in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

Provenance

Possibly with Galerie Portales, Paris (according to inscription on reverse)

The present work is after Coypel's original composition, now in a private collection, London.

86

LEWIS VASLET (YORK 1742-1808 BATH)

Portrait of the Danvers Family of Bath
oil on canvas
76 x 92cm (29 15/16 x 36 1/4in).

£2,500 - 3,500
€2,800 - 3,900
US\$3,500 - 4,800

Provenance

Sale, Sotheby's, London, 12 June 1997, lot 79, where purchased by the present owner



86



87

87

LOUIS FABRITIUS DUBOURG (AMSTERDAM 1693-1775)

Elegant figures admiring a bull at the gates of a country house signed with initials and dated 'LFDB 1745' (lower right) and indistinctly inscribed (on reverse)

oil on canvas

48 x 55.6cm (18 7/8 x 21 7/8in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700

Provenance

Sale, Sotheby's, London, 28 October 1992, lot 74, where purchased by the present owner

88

AFTER ELISABETH LOUISE VIGÉE LE BRUN, 18TH CENTURY

Portrait of Anne Catherine Le Preudhomme de Châtenoy, Comtesse de Verdun, bust-length, in a red and white dress

oil on canvas, oval

64.8 x 54.8cm (25 1/2 x 21 9/16in).

in a carved frame

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100

The present portrait is after Vigée Le Brun's original, now in Sinebrychoff Art Museum, Helsinki, Finland.



88



89



90

89

CORNELIS DE BRYER (ACTIVE SOUTH NETHERLANDS, 1652-1671)

A basket of grapes, peaches, plums, cherries and figs on a draped table-top with an oyster, a split melon and other fruit
remains of signature and date (on table-top, lower left)
oil on canvas
63.2 x 81.2cm (24 7/8 x 31 15/16in).

£5,000 - 7,000
€5,600 - 7,900
US\$6,900 - 9,700

Provenance

With Hahn, London, where purchased by the present owners in 1972

We are grateful to Dr. Fred Meijer for confirming the attribution to de Bryer upon inspection of colour photographs.

90

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

Tulips, Roses and other flowers in a glass vase on a table-top
oil on canvas
47.2 x 36.8cm (18 9/16 x 14 1/2in).

£7,000 - 10,000
€7,900 - 11,000
US\$9,700 - 14,000

Provenance

Private Collection, UK, since the 1970s

The present work follows an early still life by Simon Verelst which was with Galerie David Koetser, Zürich in 1993.



91

91

JAN PEETERS I (ANTWERP 1624-CIRCA 1677)

Spanish and English galleons foundering in stormy waters with figures watching on from a rocky coastline with a Spanish fortress beyond signed 'I . Peeters' (on rock, lower right)

oil on canvas

58.7 x 86.2cm (23 1/8 x 33 15/16in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700

Provenance

Sale, Dorotheum, Vienna, 18-21 September 1973, lot 98 (as Bonaventura Peeters)

Sale, Hampel, Munich, 25-26 March 2011, lot 160 (as Bonaventura Peeters)

Sale, Lempertz, Cologne, 15 March 2017, lot 65 (as Attributed to Jan Peeters I)

The initial 'I' on the present work appears to have been changed to 'B' at a later date to make it appear to be by Bonaventura Peeters. The attribution to Jan Peeters I was confirmed in 2015 by Laurens Schoemaker of the RKD (see their image no. 269136.).

92

WYBRAND SIMONSZ. DE GEEST (LEEWARDEN 1592-1659)

Portrait of a girl, full-length, in a white dress, holding a basket of flowers

signed and dated 'v. de Geest 163*' (lower right)

oil on panel

112.2 x 77.8cm (44 3/16 x 30 5/8in).

£4,000 - 6,000

€4,500 - 6,700

US\$5,500 - 8,300

Provenance

The Frisk Collection, Stockholm

Private Collection, Paris, before 1978

Sale, Hôtel Drouot, Paris, 10 December 1980, lot 8

Sale, Lucien, Paris, 17 May 2013, lot 87



92



93



94

93

NICOLAES BERCHEM (HAARLEM 1620-1683 AMSTERDAM)

Peasants milking goats at dusk
signed 'Berchgm' (lower right)
oil on canvas

59.2 x 70.4cm (23 5/16 x 27 11/16in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700

Provenance

Sale, Lempertz, Cologne, 20 November 1975, lot 21
Sale, D.M. Klinger, Nuremberg, 9-10 May 1980, lot no. unknown
Sale, Sotheby's, New York, 6 June 1985, lot 78A
Sale, Sotheby's, London, 28 October 1992, lot 143
Sale, Sotheby's, New York, 14 October 1999, lot 9 (as Property of a private collector)

94

JURIAEN VAN STREECK (1632-1687 AMSTERDAM)

A kitchen still life with a plucked duck and kitchen utensils on a ledge
signed 'J:H:van Streeck:f.' (lower right)
oil on canvas

81.7 x 67.4cm (32 3/16 x 26 9/16in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100

Provenance

Sale, Christie's, Amsterdam, 14 May 2003, lot 146, where purchased by the present owner



95

95 TP

AFTER JACOB JORDAENS, 17TH CENTURY

A family concert
oil on canvas
128.5 x 177.5cm (50 9/16 x 69 7/8in).

£8,000 - 12,000
€9,000 - 13,000
US\$11,000 - 17,000

The present composition is after Jordaens's original work, which was once in the Berlin Museum but is now lost.

96

ABRAHAM JANSZ. BEGEYN (LEIDEN 1637-1697 BERLIN), AND POSSIBLY MELCHIOR DE HONDECOETER (UTRECHT 1636-1695 AMSTERDAM)

A forest floor still life with a chaffinch, swallow and other birds, before a farmhouse
oil on canvas
101.8 x 56.4cm (40 1/16 x 22 3/16in).

£4,000 - 6,000
€4,500 - 6,700
US\$5,500 - 8,300

Provenance

Sale, Christie's, London, 10 April 2003, lot 117 (as Circle of Jan de Momper)
Sale, Christie's, London, 20 April 2005, lot 22 (as Circle of Matthias Withoos)



96



97

97 TP

VENETIAN SCHOOL, 18TH CENTURY

A view of the Piazzetta, Venice, looking South with the Palazzo Ducale and the Biblioteca Marciana

oil on canvas

81.5 x 140.4cm (32 1/16 x 55 1/4in).

£15,000 - 20,000

€17,000 - 22,000

US\$21,000 - 28,000

The view into the Piazzetta is taken from the same point as that in Michele Marieschi's engraving entitled *Forum Minus Divi Marci publiciis aedificiis utrinque insigne* (fig. 1) for his *Magnificentiores Selectioresque Urbis Venetiarum Prospectus*, his series of prints showing initially 16 views of Venice and later expanded to include 21.

LOTS 98-109 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 origins, 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 began a career as a magistrate in his native country. 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. 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. After the war he made his way back to Rome and on 12 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; in *La forza del destino* at

Milan's La Scala; and as the Tsar Boris in *Boris Godunov* at London's Covent Garden. In 1950 Boris was due to appear *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 but he was never to sing at the Met.

After surgery for a brain tumour at the age of 50, he resumed his career at a slower pace, 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.

98 TP

IRISH SCHOOL, 18TH CENTURY

Fishermen on a riverbank before a waterfall
oil on canvas
107.2 x 136.8cm (42 3/16 x 53 7/8in).
unframed

£4,000 - 6,000
€4,500 - 6,700
US\$5,500 - 8,300



98



99

99 TP

**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).

£15,000 - 20,000

€17,000 - 22,000

US\$21,000 - 28,000

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.



100



101

100

CIRCLE OF MARCO RICCI (BELLUNO 1676-1729 VENICE)

A winter landscape with figures collecting firewood before a village
oil on canvas

68.8 x 95.3cm (27 1/16 x 37 1/2in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100

101 TP

CIRCLE OF MARCO RICCI (BELLUNO 1676-1729 VENICE)

An extensive river landscape with fishermen resting on the banks
oil on canvas

88.4 x 116.4cm (34 13/16 x 45 13/16in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900



102



103



104

102

ATTRIBUTED TO MARCO RICCI (BELLUNO 1676-1729 VENICE)

A mountainous river landscape with Carthusian monks studying in the foreground

oil on canvas

45.8 x 37cm (18 1/16 x 14 9/16in).

£4,000 - 6,000

€4,500 - 6,700

US\$5,500 - 8,300

103

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

Two putti

oil on canvas

53.6 x 44.2cm (21 1/8 x 17 3/8in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100

104

NORTH ITALIAN SCHOOL, 17TH CENTURY

The Baptism of Christ

oil on canvas, *en brunaille*

43 x 29.8cm (16 15/16 x 11 3/4in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100



105

105

STUDIO OF GIOVANNI BATTISTA PIAZZETTA (VENICE 1682-1754)

An elderly man with a child drinking
oil on canvas
45.8 x 36.6cm (18 1/16 x 14 7/16in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

The present lot is based on a composition, in the opposite sense, by Piazzetta, which was engraved in 1753 by Frans Xaver Jungwierth.

106

ATTRIBUTED TO GIUSEPPE NOGARI (VENICE 1699-1763)

An elderly lady holding a rosary
oil on canvas
59.2 x 45.6cm (23 5/16 x 17 15/16in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

107

VENETO SCHOOL, 18TH CENTURY

Study for a ceiling, within a painted oval
oil on canvas
46 x 35.5cm (18 1/8 x 14in).

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900



106



107



108

108 TP

AFTER FRANCESCO SOLIMENA, 18TH CENTURY

Portrait of a lady, three-quarter-length,
standing before a blue curtain
oil on canvas

125 x 101.1cm (49 3/16 x 39 13/16in).
unframed

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

The present composition follows Solimena's *Portrait of a lady* now in the Musée des Augustins, Toulouse (acc. no. 2004 1 50). The artist of the current work has made a few very minor changes, such as the addition of the feathered headpiece.



109

109 TP

STUDIO OF ANTIVEDUTO GRAMMATICA (ROME 1571-1626)

The Madonna and Child with Saint Elizabeth
and the Infant Saint John the Baptist
oil on canvas

122.6 x 94cm (48 1/4 x 37in).
unframed

£5,000 - 7,000
€5,600 - 7,900
US\$6,900 - 9,700



110

OTHER PROPERTIES

110 TP

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

The Denial of Saint Peter
oil on canvas
100.1 x 119.8cm (39 7/16 x 47 3/16in).

£6,000 - 8,000
€6,700 - 9,000
US\$8,300 - 11,000

Provenance

Sale, Sotheby's, London, 28 October 1992,
lot 42
With Mario Bigetti, Rome, 2007

The present work is based on Guercino's
original, now in a private collection, Zürich.

111

**VERONESE SCHOOL, EARLY 17TH
CENTURY**

The Agony in the Garden
bears inventory number '170' (on reverse)
oil on slate
45.1 x 41.4cm (17 3/4 x 16 5/16in).

£4,000 - 6,000
€4,500 - 6,700
US\$5,500 - 8,300



111



112

112

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

Travellers on a country path; and A figure on horseback crossing a stream with a dog
a pair, oil on canvas
50.9 x 66cm (20 1/16 x 26in).(2)

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

113

**GAINSBOROUGH DUPONT (SUDBURY
1754-1797 LONDON)**

Portrait of Mrs. Samuel Kilderbee, bust-length, in a blue dress, within a painted oval
oil on canvas
73.6 x 61.6 cm (29 x 24 1/4in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100



113

Provenance

Admiral Spencer de Horsey of Melcombe House, Cowes, Isle of Wight
Sale, Christie's, London, 14 June 1929, lot 46 (as Thomas Gainsborough)
With W. W. Sampson and Son, London
With Newhouse Galleries, New York, 1938
Mr and Mrs Kay Kimbell, Fort Worth, Texas
Kimbell Art Foundation, Fort Worth, Texas, 1965
Sale, Sotheby Parke Bernet, New York, 16-17 June 1976, lot 135 (as manner of Thomas Gainsborough)
Private Collection, Maryland, USA
Sale, Sotheby's, New York, 18 October 2000, lot 25 (as Thomas Gainsborough)
Private Collection, London

Exhibited

Fort Worth, Texas, Carnegie Public Library, *Old Masters Exhibition*, 15-26 March 1935

Literature

H. Comstock, *The Connoisseur*, September 1937, pp. 156-57, ill. p. 156.

Caroline (1763-1845), was the wife of the Rev. Samuel Kilderbee (1759-1847), widow of George Waddington and the daughter of Samuel Horsey. The Rev. Samuel Kilderbee was the son of Samuel Kilderbee (1725-1813) a close friend of Thomas Gainsborough and the executor of his will.

114

**LEMUEL FRANCIS ABBOTT
(LEICESTERSHIRE CIRCA 1760-1803
LONDON)**

Portrait of Bryan Edwards, half-length, in a brown coat, seated before a green curtain, a view to a Caribbean landscape beyond
oil on canvas

76.3 x 63.3cm (30 1/16 x 24 15/16in).

£4,000 - 6,000

€4,500 - 6,700

US\$5,500 - 8,300

Provenance

The Collection of Zachary Bayly Edwards
(younger brother of the sitter) and thence by
family descent until

Sale, Bonhams, London, 8 December 2010,
lot 57

Engraved

Thomas Holloway (1748-1827), London, 1800

Born at Westbury, Wiltshire, in 1743, Bryan Edwards was the eldest son of Bryan Edwards and his wife Elizabeth Bayly. Having lost his father at the age of 13, Edwards was later shipped off to Jamaica to live with his maternal uncle, Zachary Bayly, a man of great influence on the island. At his uncle's death in 1769 Bayly bequeathed various estates to his young nephew, Edwards, who went on to inherit two plantations and a cattle pen from his friend, Benjamin Hume. In 1765, he was elected a member of the house of assembly for the parish of St. George and began his long career in the political life of the colony during a period which saw the American War of Independence, the French Revolution and numerous slave revolts. In 1792 Edwards returned to England to settle in Southampton as a successful West India merchant. Edwards died in on 16 July 1800 at his house near Southampton, leaving one son, Zachary Hume Edwards, who inherited his great wealth.



112



114



115



116



117

115

CIRCLE OF BARTOLOMEO SCHEDONI (MODENA 1578-1615 PARMA)

The Holy Family with the Infant Saint John the Baptist
oil on panel
49.5 x 42.2cm (19 1/2 x 16 5/8in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

116

VENETIAN SCHOOL, 16TH CENTURY

The Madonna and Child before a curtain, a view to a landscape beyond
oil on panel
64 x 49.6cm (25 3/16 x 19 1/2in).
in a carved frame

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

117

FLORENTINE SCHOOL, 17TH CENTURY

Portrait of a lady, half-length, in a violet dress and a pearl necklace
oil on canvas
75.2 x 59.8cm (29 5/8 x 23 9/16in).
in a carved and giltwood Florentine frame

£4,000 - 6,000
€4,500 - 6,700
US\$5,500 - 8,300



118

118

FOLLOWER OF GIOVANNI BELLINI (VENICE CIRCA 1430-1516)

Saint Jerome
oil on canvas
76.3 x 63.5cm (30 1/16 x 25in).

£10,000 - 15,000
€11,000 - 17,000
US\$14,000 - 21,000

119

EMILIAN SCHOOL, 16TH CENTURY

Saint Francis of Assisi receiving the stigmata
oil on panel
82.2 x 52.4cm (32 3/8 x 20 5/8in).

£4,000 - 6,000
€4,500 - 6,700
US\$5,500 - 8,300

120

FOLLOWER OF DOMENIKOS THEOTOKOPOULOS, CALLED EL GRECO (CANDIA 1541-1614 TOLEDO)

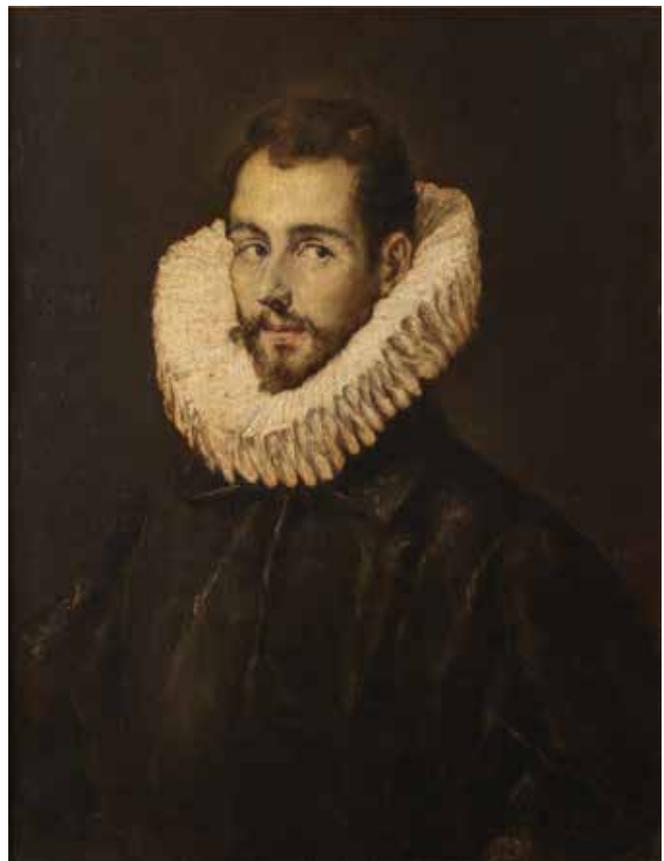
Portrait of a gentleman, bust-length, in black costume
oil on canvas, unlined
70.6 x 53.5cm (27 13/16 x 21 1/16in).

£4,000 - 6,000
€4,500 - 6,700
US\$5,500 - 8,300

The present work is loosely based on El Greco's portrait of his son, Jorge Manuel, which is the Museo de Bellas Artes, Seville.



119



120



121

121

CIRCLE OF GIAMBATTISTA PITTONI (VENICE 1687-1776)

Sacrifice of Jephthah's daughter; and the Queen of Sheba
a pair, oil on canvas, shaped
58.9 x 78.4cm (23 3/16 x 30 7/8in). (2)

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 21,000

Provenance

Sale, Christie's, London, 21 April 2004, lot 101



122

122 TP

CHARLES DE LA FOSSE (PARIS 1636-1716)

Hector and Andromache

oil on canvas

121.9 x 143.2cm (48 x 56 3/8in).

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 21,000

Provenance

Miss G. Carlyon, Devon

With Thos. Agnews and Son, London, 1975

Sale, Christie's, New York, 31 January 1997, lot 90 (as Property of a Lady)

Exhibited

Probably Paris, Salon, Grande Galerie du Louvre, 1699 (the second of seven pictures by de la Fosse)

Literature

M. Stuffmann, *Charles de la Fosse et sa position dans la peinture française à la fin du XVII^e siècle*, Gazette des Beaux-Arts, LXIV, p.29, no. 199 ('ouvrage perdue')



123



124

123 TP

GIUSEPPE ZAIS (FORNO DI CANALE 1709-1784 TREVISO)

Herders with their flock before a river

oil on canvas

115.4 x 145.6cm (45 7/16 x 57 5/16in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700

124 TP

FOLLOWER OF SALVATOR ROSA (ARENELLA 1615-1673 ROME)

A river landscape with Tobias and the Angel; and A river landscape

with Jacob wrestling the Angel

a pair, oil on canvas

62.8 x 48.8cm (24 3/4 x 19 3/16in). (2)

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

The present pair are offered with an expertise from Dino Bonardi, dated 20 November 1962, attributing them to Marco Ricci.



125

125

**CIRCLE OF ALESSANDRO MAGNASCO, CALLED LISSANDRINO
(GENOA 1667-1749)**

Monks praying in a landscape

oil on canvas

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

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700

Provenance

Sale, Casa delle Aste, Milan, 11 March 1965, lot 68 (as 'Circle of
Salvator Rosa')

The present work is offered with an expertise from Benno Geiger fully
attributing the work to Alessandro Magnasco.



124



126



127

126 TP

AFTER TIZIANO VECELLIO, CALLED TITIAN, 19TH CENTURY

Danae

oil on canvas

123.6 x 173.4cm (48 11/16 x 68 1/4in).

£4,000 - 6,000

€4,500 - 6,700

US\$5,500 - 8,300

The present work is after the original by Titian in the collection of the National Museum of Capodimonte, Naples.

127 TP

CIRCLE OF FRANCESCO ALBANI (BOLOGNA 1578-1660)

The Toilet of Venus

oil on canvas, a *trumeau*

86.2 x 98.7cm (33 15/16 x 38 7/8in).

overall size: 136 x 104 cm. (53.5 x 41 in.)

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700

128

BOLOGNESE SCHOOL, 17TH CENTURY

An extensive landscape with Silvio and Dorinda
oil on panel
45.8 x 89cm (18 1/16 x 35 1/16in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100



128

129

**CIRCLE OF ANTONIO TEMPESTA
(FLORENCE 1555-1630 ROME)**

Calvary
oil on copper
38.3 x 48.4cm (15 1/16 x 19 1/16in).
in a carved gilt wood frame

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

Provenance

Sale, Sotheby's, London, 24 October 1984,
lot 16 (as Property of a gentleman)

130

**MANNER OF TIZIANO VECELLIO,
CALLED TITIAN, 17TH CENTURY**

Portrait of Titian with Andrea de Franceschi,
Grand Chancellor of Venice
oil on canvas
46.6 x 91cm (18 3/8 x 35 13/16in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100



129

The present composition is based on a work
after Titian, in the Royal Collection, UK, in
which a third figure was revealed by cleaning.
The portrait of Titian is based on his self-
portrait now in the Gemäldegalerie, Berlin.



130



131

131

**FRANCESCO ANTONIO SIMONINI
(PARMA 1686-1753)**

An extensive river landscape with Hungarian figures conversing in the foreground inscribed 'Francesco Simonini dip' and 'Mainglart' (on stretcher, reverse) oil on canvas, unlined
36.7 x 58.7cm (14 7/16 x 23 1/8in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900



132

132

VENETIAN SCHOOL, 20TH CENTURY

The entrance to the Grand Canal with the Punta della dogana, Venice
oil on canvas
71.1 x 94.4cm (28 x 37 3/16in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900



133

133

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

An Italianate landscape with figures fishing
oil on canvas
30.8 x 39cm (12 1/8 x 15 3/8in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100

134

VENETO SCHOOL, 18TH CENTURY

An extensive river landscape with drovers watering their cattle in the foreground

oil on canvas

33.7 x 60.8cm (13 1/4 x 23 15/16in).

£2,500 - 3,500

€2,800 - 3,900

US\$3,500 - 4,800



134

135

FOLLOWER OF JOHAN ANTON RICHTER, CALLED GIOVANNI RICHTER (STOCKHOLM 1665-1745 VENICE)

Figures in a gondola before the church of San Pietro in Castello, Venice

oil on canvas

38 x 54.2cm (14 15/16 x 21 5/16in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100



135

136

FRENCH SCHOOL, LATE 18TH CENTURY

An Italianate landscape with figures on a country path

indistinctly inscribed and dated 'Roma **ez/ F** 179*' (lower right)

oil on canvas

47.8 x 61.2cm (18 13/16 x 24 1/8in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100



136



137

137 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).

£7,000 - 10,000

€7,900 - 11,000

US\$9,700 - 14,000

Provenance

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



138

138 TP

PIETER MULIER THE ELDER (HAARLEM CIRCA 1615-CIRCA 1670)

Dutch and Spanish vessels in choppy waters

signed 'P.M*****' (on spar, lower right)

oil on canvas

71 x 114.4cm (27 15/16 x 45 1/16in).

£12,000 - 18,000

€13,000 - 20,000

US\$17,000 - 25,000

Provenance

Sale, Bonhams, London, 8 December 2004, lot 105

In the present painting the Dutch ship on the left is proudly sailing in heavy weather conditions, while the Spanish ship on the right, flying the Habsburg flags with the “batons de Bourgogne”, is in trouble. It can therefore be seen as an allegory of the contemporary political situation. In 1648, eleven years before Mulier's death, Spain was finally forced to accept the sovereignty of an independent Dutch Republic as the conclusion to the long, expensive Eighty Years' War.



139

139

CIRCLE OF THOMAS JONES (TREVONEN, POWYS 1742-1803 PENCERRING, POWYS)

An Italianate river landscape with figures by the shore
oil on canvas
40.2 x 59.6cm (15 13/16 x 23 7/16in).

£4,000 - 6,000
€4,500 - 6,700
US\$5,500 - 8,300

Provenance

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

140

CIRCLE OF FRANS SWAGERS (UTRECHT 1756-1836 PARIS)

A stormy landscape with figures on a country path
oil on panel
43.7 x 49.2cm (17 3/16 x 19 3/8in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

141

ATTRIBUTED TO RICHARD WESTALL, R.A (HERTFORD 1765-1836 LONDON)

Figures at a church door
oil on canvas
45.5 x 61.5cm (17 15/16 x 24 3/16in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100



140



141

142

**CIRCLE OF RICHARD WILSON
(PENEGOES 1713-1782 COLOMENDY,
CLWYD)**

Figures by a lake in a mountainous landscape
oil on canvas

63.2 x 98.2cm (24 7/8 x 38 11/16in).

£2,500 - 3,500

€2,800 - 3,900

US\$3,500 - 4,800

143

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

Figures before Sgwd Gwladys waterfall, on
the River Pyrddin, Wales

oil on canvas

63.5 x 85.7cm (25 x 33 3/4in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100

Literature

E. Jenkins, *Neath and District, a Symposium*,
1974, ill. pl. 12

144

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

Figures by a camp fire in a wood

oil on canvas

36 x 46cm (14 3/16 x 18 1/8in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100



142



143



144



145

145 TP

ATTRIBUTED TO EDWARD HAYTLEY (ACTIVE BRITAIN, 1740-1762)

Portrait of David Gavin of Gavinton & his first wife, Christine, full-length, before a landscape

oil on canvas

128.5 x 102.8cm (50 9/16 x 40 1/2in).

£8,000 - 12,000

€9,000 - 13,000

US\$11,000 - 17,000

Provenance

The sitter, David Gavin of Langton House, Gavinton His daughter, Mary Gavin who married John Campbell, 1st Marquis of Breadalbane, and thence by family descent to Caroline Harvey, Duchess of Buckingham, by whom bequeathed to Lt.Col The Honourable Thomas George Breadalbane Morgan-Grenville (1891-1965), in 1913, and thence by descent to the present owner

David Gavin (1720-1783) acquired the estate of Langton in Berwickshire in 1758. He demolished the house and much of the original village and created a new settlement, known as Gavinstown. His first wife, Christine, died in 1767 with no issue and he remarried Elizabeth, daughter of James Maitland, 7th Earl of Lauderdale in 1770. Their eldest daughter, Mary married the Earl (later Marquis) of Breadalbane in 1793.



146

146

HUGH BARRON (LONDON 1747-1791)

Portrait of an officer standing before a castle, a military encampment beyond

signed and dated 'H:Barron Pinxt: 1767' (lower right)

oil on canvas

91.7 x 71.5cm (36 1/8 x 28 1/8in).

£8,000 - 12,000

€9,000 - 13,000

US\$11,000 - 17,000



147



147



148

147

**CIRCLE OF ALESSANDRO MAGNASCO, CALLED LISSANDRINO
(GENOA 1667-1749)**

Figures playing cards at table; and Figures dining in an interior
a pair, oil on canvas
27.7 x 23.2cm (10 7/8 x 9 1/8in). (2)

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

The latter painting is offered with an expertise from Benno Geiger, dated 10 May 1950, fully attributing the work to Alessandro Magnasco.

148

**CIRCLE OF ALESSANDRO MAGNASCO, CALLED LISSANDRINO
(GENOA 1667-1749)**

Interior with a figure seated on a barrel
oil on canvas
42.2 x 33cm (16 5/8 x 13in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100



149 (one of 4)

149

ITALIAN SCHOOL, 18TH CENTURY

Four scenes from the *Commedia dell'Arte*
 four of a set, oil on board
 various shapes, largest being: 17.2 x 15.7cm (6 3/4 x 6 3/16in). (4)

£2,000 - 3,000
 €2,200 - 3,400
 US\$2,800 - 4,100

150

BOLOGNESE SCHOOL, 17TH CENTURY

Saint Cecilia surrounded by angels
 oil on canvas
 42.5 x 34.8cm (16 3/4 x 13 11/16in).

£2,500 - 3,500
 €2,800 - 3,900
 US\$3,500 - 4,800

Provenance

The Collection of Cardinal Pietro Vidoni (according to an inscription on the reverse)

151

FRENCH SCHOOL, 17TH CENTURY

The Madonna and Child with a Rosary
 oil on canvas
 77.8 x 64.8cm (30 5/8 x 25 1/2in).

£3,000 - 5,000
 €3,400 - 5,600
 US\$4,100 - 6,900



150



151



152

152

GIOVANNI BATTISTA PITTONI (VENICE 1687-1767)

The Immaculate Conception with Saints Joseph and Anthony
oil on canvas, arched top

56.2 x 29.1cm (22 1/8 x 11 7/16in).

unframed

£12,000 - 18,000

€13,000 - 20,000

US\$17,000 - 25,000

Provenance

John Inglis, Lord Glencourse (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

The Loyd Collection of Pictures and Drawings at Betterton House, Lockinge near Wantage, Berkshire, London, 1967, p. 36, no. 54

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, 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.



153

153 TP

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

The Mass of Saint Basil
oil on canvas, arched top
127.2 x 75.9cm (50 1/16 x 29 7/8in).

£8,000 - 12,000

€9,000 - 13,000

US\$11,000 - 17,000

Provenance

Collection of Valenti Gonzaga
Sale, Sotheby's, London, 16 July 1980, lot 58, where purchased by
the present owner's father

Literature

O. Michel and P. Rosenberg, *Subleyras*, Paris, 1987, pp. 236 and 237,
under cat. no. 116B, ill. fig. 10

There are numerous versions of the present composition but it is
closest to the work fully ascribed to Subleyras, now in the Hermitage,
St. Petersburg.



154

154

**CIRCLE OF JACQUES D'ARTHOIS
(BRUSSELS 1613-1686)**

Drovers with their herd in an extensive river landscape
oil on panel
25.4 x 32.5cm (10 x 12 13/16in).

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

155

**CIRCLE OF ADAM PYNACKER
(PYNACKER, NEAR DELFT CIRCA 1620-
1673 AMSTERDAM)**

A wooded landscape with a figure on a donkey
oil on canvas
48 x 64.2cm (18 7/8 x 25 1/4in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

Provenance

Lord Berwick, Attingham Park
His sale, Attingham Park, 1845
Sir Mervyn Peel (1856-1929) and thence by descent in the Peel family

156

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

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

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

Provenance

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

Literature

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

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



155



156

157

JACOB GERRITZ LOEF (ENKUIZEN 1607-1648 HOORN)

Shipping in a rough sea
signed with monogram 'JGL' (lower left)
oil on panel
49 x 82.2cm (19 5/16 x 32 3/8in).

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

158

CIRCLE OF CLAES CLAESZ. WOU (AMSTERDAM 1592-1665)

Shipping in a stormy sea
oil on panel
54.7 x 97.8cm (21 9/16 x 38 1/2in).

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

159

JACOB ADRIAENSZ. BELLEVOIS (ROTTERDAM 1621-1675)

A Dutch man-o'-war and a smalschip off the Low Countries
oil on panel
45.8 x 63.5cm (18 1/16 x 25in).

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

Provenance

Sale, Christie's, South Kensington, 5 June 2014, lot 4, where purchased by the present owner



157



158



159



160



161

160
**CIRCLE OF ADAM DE COSTER (MALINES CIRCA 1586-1643
 ANTWERP)**

Figures by candlelight
 oil on canvas
 58.2 x 64.4cm (22 15/16 x 25 3/8in).
 in a carved 19th century Florentine frame

£8,000 - 12,000
€9,000 - 13,000
US\$11,000 - 17,000

Provenance
 Private Collection, France

161
ANTWERP SCHOOL, CIRCA 1630

Christ announcing the Denial of Saint Peter
 oil on panel
 48.7 x 39.8cm (19 3/16 x 15 11/16in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100



162

162

JOHANNES STURCKENBURGH (WESEL 1603-CIRCA 1663)

A harbour with figures loading barges in the foreground, shipping at anchor beyond
oil on canvas
47.2 x 63.5cm (18 9/16 x 25in).

£7,000 - 10,000
€7,900 - 11,000
US\$9,700 - 14,000

163

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

Head of a woman
oil on panel
47.2 x 34.2cm (18 9/16 x 13 7/16in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

Provenance

Sale, Christie's, London, 22 April 1960, lot 113
Sale, Christie's, London, 25 June 1965, lot 28
Sale, Christie's, London, 15 April 2015, lot 557
Sale, TW Gaze, 9 October 2015, lot 230, where purchased by the present owner



163



164

164

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

The Crucifixion
oil on panel
69.4 x 54.5cm (27 5/16 x 21 7/16in).

£7,000 - 10,000
€7,900 - 11,000
US\$9,700 - 14,000

The picture would appear to be a studio replica, with differences for one of Allori's first large commissions *Christ on the cross between the Virgin and Saint John* (oil on panel, 325 x 216 cm), in the Educatorio di Fuligno, in the Chiesa della Santissima Concezione, Florence, which can be dated to 1552. Allori's probable friend through their common membership of the Compagnia del Gesù, Raffaello Borghini describes the commission in his *Il Riposo* of 1584: 'He [Allori] made many works of art with the drawings of his master and copied from other worthy painters' then 'at the age of 17 he made his first work of his own invention, which was a painting of the Crucifixion with St John and Mary Magdalene' (see E. Pilliod, *Pontormo, Bronzino, Allori: A Genealogy of Florentine Art*, New Haven 2001, p.146).



165

165

CARLO MARATTA (CAMERANO 1625-1713 ROME)

The Madonna reading

oil on canvas

39.8 x 32.8cm (15 11/16 x 12 15/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 21,000

Provenance

Possibly the Collection of Giovanni Antonio Tedeschi, 1712

The Farquharson Collection in Braemar Castle, Aberdeenshire

We are grateful to Prof. Stella Rudolph for confirming the attribution to Maratta. She will include it in her forthcoming catalogue raisonnée. Rudolph suggests that the current *Madonna reading* could be that mentioned in the 28 April inventory of 1712 described as 'Una Madonna in tela di mezza testa con cornice dorata mezza figura in atto di leggere con paese dipinta dal Sig. Cav.re Carlo Maratta data al Sig. Gio: Antonio Tedeschi in scomputo de' lavori fatti' (see: D.L.Bershad, 'The newly discovered testament and inventories of Carlo Maratti and his wife Francesca' in *Antologia di Belle Arti*, no. 25-26, 1985, p. 84).



166

166

CIRCLE OF PIETER DE NEYN (LEIDEN 1597-1639)

A river landscape with figures resting on the shore, before a village bears initials and date 'VG 1637.' (lower right) oil on panel
20.2 x 36.1cm (7 15/16 x 14 3/16in).

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

Provenance

With Mitchell and sons, London, where purchased by the present owners family in 1962



167

167

PIETER DE PUTTER (THE HAGUE 1605-1659 BEVERWIJK)

Fish, a fishing basket and net on a table-top signed with initials 'pDVTRP' (lower centre) oil on panel
57.8 x 68.2cm (22 3/4 x 26 7/8in).

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

Provenance

The Tydeman Collection, Amersfoort, before 1970 (according to a label on the reverse) Sale, Mak van Waay, Amsterdam, 7 April 1970, lot 232 Private Collection, The Netherlands



168

168

AFTER PIETER BRUEGHEL THE ELDER, 17TH CENTURY

An Allegory of Gluttony oil on canvas
83.8 x 115cm (33 x 45 1/4in).
unframed

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

The present composition is after a Brueghel drawing in the Frits Lugt Collection at the Foundation Custodia, Paris.

169

**CIRCLE OF PETER MOLYN (LONDON
1595-1661 HAARLEM)**

A dune landscape with cottages
dated '1634' (lower right)
oil on panel
29.4 x 35.9cm (11 9/16 x 14 1/8in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100



169

170

**FOLLOWER OF SEBASTIAN STOSKOPF
(STRASBOURG 1597-1657 IDSTEIN)**

A bowl of spinach and eggs with a pewter
dish of roasted quails on a draped table
oil on canvas
41.4 x 62.3cm (16 5/16 x 24 1/2in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100



170

171

**CIRCLE OF JAN ASSELIJN (DIEPPE
CIRCA 1610-1652 AMSTERDAM)**

A drover drinking from a stream, a waterfall
beyond
traces of signature and date (lower centre)
oil on panel
20.8 x 29.2cm (8 3/16 x 11 1/2in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100



171



172

172
ROMAN SCHOOL, 17TH CENTURY

The Assumption of the Virgin
 oil on canvas, unlined
 37 x 27.2cm (14 9/16 x 10 11/16in).

£4,000 - 6,000
 €4,500 - 6,700
 US\$5,500 - 8,300



173

173
STUDIO OF CARLO DOLCI (FLORENCE 1616-1686)

The Archangel Gabriel
 oil on canvas, octagonal
 32.5 x 26.3cm (12 13/16 x 10 3/8in).
 unframed

£2,000 - 3,000
 €2,200 - 3,400
 US\$2,800 - 4,100

Provenance

The Marchesi de Mari, Genoa and thence by descent through the family until 1884
 Sale, Sotheby's, Olympia, 5 December 2006, lot 444 (as property from a private collection, whose relatives acquired from the above in 1884)

The present work once hung with two late autograph works by Carlo Dolci, of similar dimensions, which were offered for sale at Sotheby's, London on 6 December 2006, lot 38. It is likely that the present work was produced in Dolci's workshop as a pendant to the other pair.

174
ATTRIBUTED TO ANTONIO CAVALLUCCI (SERMONETA 1752-1795 ROME)

The Madonna and Child with the Infant Saint John the Baptist, within a painted oval
 oil on canvas, unlined
 49.4 x 42.8cm (19 7/16 x 16 7/8in).

£4,000 - 6,000
 €4,500 - 6,700
 US\$5,500 - 8,300



174



175

175
CIRCLE OF CARLO MARATTA (CAMERANO 1625-1713 ROME)

The Rest on the Flight into Egypt
 oil on copper, octagonal
 35 x 34.4cm (13 3/4 x 13 9/16in).
 unframed

£2,000 - 3,000
 €2,200 - 3,400
 US\$2,800 - 4,100

176
AFTER CARLO MARATTA, 17TH CENTURY

The Holy Family
 oil on canvas
 72.5 x 52cm (28 9/16 x 20 1/2in).

£2,000 - 3,000
 €2,200 - 3,400
 US\$2,800 - 4,100

Provenance
 In the present owner's family since the 1850s

The present composition is after a detail of Carlo Maratta's original painting of *The Vision of Saint Phillip Neri* now in the Pitti Palace, Florence.

177
AFTER CARLO MARATTA, 18TH CENTURY

The Madonna and Child
 oil on canvas
 63.2 x 54cm (24 7/8 x 21 1/4in).

£3,000 - 5,000
 €3,400 - 5,600
 US\$4,100 - 6,900

The present work is after Maratta's original, now in a private collection, Rome.



176



177



178

178

BOLOGNESE SCHOOL, 18TH CENTURY

The meeting of David and Abigail
oil on canvas

51.6 x 89.8cm (20 5/16 x 35 3/8in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100

179 TP

**FOLLOWER OF ANTONIO
CARNEO (CONCORDIA 1637-1692
PORTOGRUARO)**

Christ and the Woman Taken in Adultery
oil on canvas

105 x 150.3cm (41 5/16 x 59 3/16in).

unframed

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

Provenance

Sale, Sotheby's, Olympia, 24 April 2007, lot
441

The present lot follows the same composition
as Carneo's *Christ and the Woman taken in
Adultery* known in various versions, such as
that now in a private collection, Milan (see A.
Rizzi, *Antonio Carneo*, Udine, 1960, pl.19).



179

180

**FOLLOWER OF SÉBASTIEN BOURDON
(MONTPELLIER 1616-1671 PARIS)**

The Rest on the Flight into Egypt
oil on panel

26.7 x 43.2cm (10 1/2 x 17in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900



180

181

GENOESE SCHOOL, 17TH CENTURY

Saint Augustine washing the Feet of Christ
oil on canvas

81.7 x 87.3cm (32 3/16 x 34 3/8in).

unframed

£2,500 - 3,500

€2,800 - 3,900

US\$3,500 - 4,800

182 TP

**FOLLOWER OF GERARD DOUFFET
(LIÈGE 1594-1660)**

The Denial of Saint Peter

oil on canvas

125.4 x 162.2cm (49 3/8 x 63 7/8in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700

183

BOLOGNESE SCHOOL, 18TH CENTURY

The Finding of Moses

oil on slate, *en grisaille*

31.1 x 47.2cm (12 1/4 x 18 9/16in).

unframed

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

Provenance

Sale, Sotheby's, Olympia, 5 December 2006,
lot 460



181



182



183



184

184 TP

ATTRIBUTED TO JONATHAN RICHARDSON (LONDON 1665-1745)

Portrait of Commodore Thomas Scott, three-quarter-length, in a blue coat, a ship at anchor in the distance bears inscription 'Commodore Scott obit 1725' (upper left) oil on canvas
126.5 x 102cm (49 13/16 x 40 3/16in).

£8,000 - 12,000

€9,000 - 13,000

US\$11,000 - 17,000

Provenance

The Scott Family, Scot's Hall, Smeeth, Kent, and thence by descent through marriage to Thomas Fairfax Best, Chilston Park and Wierton, Kent, before 1876, and thence by descent through the family to Hugh Scott (1885-1960) With Agnews, London, 1961, where acquired by Guy B. Scott (d. 2006), Polstead Hall, Suffolk, and thence by descent to the present owner

Literature

J. R Scott, *Scott, of Scot's Hall, in the County of Kent*, London, 1876, p. 242

The sitter, Commodore Thomas Scott, born to Sir Thomas Scott in 1675, served in the Royal Naval until he died unmarried in Jamaica in 1725.



185

185 TP

JAN VAN NOORDT (AMSTERDAM CIRCA 1623-CIRCA 1676)

Granida and Daifilo
signed and dated 'Joan/v Noordt. f./1663' (lower left)
oil on canvas laid on panel
137.1 x 116.2cm (54 x 45 3/4in).

£8,000 - 12,000
€9,000 - 13,000
US\$11,000 - 17,000

Provenance

Tatarsky Collection
His sale, F. Muller, Amsterdam, 27 June 1905, lot 22
Sale, Phillips, London, 7 July 1998, lot 78
Sale, Sotheby's, 18 April 2002, lot 34 (the Property of a Nobleman)

Literature

C. Hofstede de Groot, 'Jan van Noordt', *oud Holland*, 1892, p. 215, no.10
S.J. Gudlauggson, 'Representations of Granida in Dutch Seventeenth Century Painting', in *Burlington Magazine*, XCI, 1949, p. 39
W. Sumowski, *Gemälde der Rembrandt Schüler*, Landau/Pfalz, 1983, vol.1, pp. 143, 177, ill
Rembrandt's Academy The Hague, 1992, exh.cat., pp. 268-9, ill.



186



187

186

ENGLISH FOLLOWER OF ANTONIO CANAL, CALLED IL CANALETTO, 19TH CENTURY

View of the Grand Canal, Venice from the Campo San Vio
oil on canvas
51 x 86.1cm (20 1/16 x 33 7/8in).

£6,000 - 8,000

€6,700 - 9,000

US\$8,300 - 11,000

The present lot is after Canaletto's original now in the Collection of Her Majesty the Queen, Windsor Castle.

187

FOLLOWER OF PIETRO LONGHI (VENICE 1702-1785)

An interior with a gentleman at the window
oil on canvas
58.6 x 45.1cm (23 1/16 x 17 3/4in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900



188

188

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

A Mediterranean port with stevedores loading barges
oil on canvas
57.3 x 89.2cm (22 9/16 x 35 1/8in).

£4,000 - 6,000
€4,500 - 6,700
US\$5,500 - 8,300

189

CIRCLE OF PIER LEONE GHEZZI (ROME 1674-1755)

A cleric and other figures in an interior
oil on canvas
28.3 x 25.3cm (11 1/8 x 9 15/16in).

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

Provenance

Sale, Christie's, New York, 17 October 2006, lot 300



189



190



191

190

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

Saint Matthew Resuscitating the Son of the King of Ethiopia; and The Dedication of the Resuscitated Son to God

a pair, oil on canvas

33.7 x 64.7cm (13 1/4 x 25 1/2in). (2)

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700

Provenance

With Heim Gallery, London, Autumn 1967
Private Collection, UK, before 1977
Sale, Christie's, London, 9 December 2005,
lot 142

Literature

Heim Gallery (ed.), *Baroque Sketches, Drawing and Sculpture*, London, 1967, exh. cat., p. 6, nos. 13 and 14
F.R. DiFederico, *Francesco Trevisani*, Washington D.C., 1977, pp. 69-70, under cat. no. 112

C.M. Sicca, 'Et in arcadia Pisae, Pittori eccellenti e gusto proto-Neoclassico a Pisa' in *Settecento pisano, Pittura e scultura a Pisa nel seccolo XVIII*, Pisa, 1990, pp. 247-9 and p. 281, no. 83

The present works served as the *modello* for Trevisani's painting in the church of S. Matteo, Pisa (see: DiFederico, *ibid*, pp. 69-70). The finished work is one of four paintings depicting the *Life of Saint Matthew*, painted by Marco Benefial, Jacopo Zoboli di Modena and Sebastiano Conca.



190

191

ROMAN SCHOOL, 18TH CENTURY

Cleopatra

oil on canvas

73.2 x 61cm (28 13/16 x 24in).

£4,000 - 6,000

€4,500 - 6,700

US\$5,500 - 8,300

192

**CIRCLE OF BENEDETTO LUTI
(FLORENCE 1644-1724 ROME)**

A sibyl

oil on canvas

44.2 x 35.2cm (17 3/8 x 13 7/8in).

in a carved frame

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700



192



193

193

STUDIO OF MICHEL JANSZ. VAN MIERVELDT (DELFT 1567-1641)

Portrait of Paulus van Beresteyn (1548-1625) , bust-length, in black, fur-trimmed costume
dated 'Aetatis .64./Ao. 1612' (centre left)
oil on panel
67.9 x 53.8cm (26 3/4 x 21 3/16in).

£7,000 - 10,000
€7,900 - 11,000
US\$9,700 - 14,000

The present composition is based on Miereveldt's original work (oil on panel, signed and dated, 63 x 52 cm), now in a private collection, Brussels.



194

194

**FOLLOWER OF GABRIEL METSU (LEIDEN 1629-1667
AMSTERDAM)**

A young lady with a sewing pillow
oil on panel
21.8 x 17.8cm (8 9/16 x 7in).

£8,000 - 12,000

€9,000 - 13,000

US\$11,000 - 17,000

Provenance

Sale, Rotterdam, 27 April 1713, lot 8 (sold for 430 florins)
Collection of Anthony Deutz, The Netherlands, by whom offered
Sale, Amsterdam, 7 March 1731, lot 2 (sold for 20 florins)
Collection of Bicker van Zwieten, The Netherlands, by whom offered
Sale, The Hague, 12 April 1741, lot 144 (unsold)
Collection of Gerard Bicker, The Netherlands, by whom offered
Sale, The Hague, 4 April 1755 (sold for 100 florins)
Collection of Jan Pieter Foquet, Amsterdam, 1781
Collection of De Calonne, by whom offered
Sale, LeBrun, Paris, 21 April 1788 (sold for 860 francs)

Collection of Bernardus de Bosch II, The Netherlands, by whom offered

Sale, Amsterdam, 10 March 1807, lot 17

Sale, American Art Galleries, New York, 6 February 1906, lot 21 (as by Vermeer)

Collection of Honourable Irving M. Scott, San Francisco

Thence by descent in the family, by whom offered

Sale, Sotheby's, New York, 17 June 1982, lot 77 (as by Gabriel Metsu)

Sale, Butterfield & Butterfield, San Francisco, 27 June 1996, lot 4012 (as Circle of Metsu)

Sale, Sotheby's, New York, 30 January 1997, lot 87 (as by Gabriel Metsu)

Literature

C. Hofstede de Groot, *A Catalogue Raisonné of the Works of the Most Eminent Dutch Painter of the 17th Century*, London, 1908, vol. I, p. 277, cat. no. 84

A. Waiboer, *Gabriel Metsu: Life and Work, A Catalogue Raisonné*, London, 2012, p. 315, cat. no. D-12



195

195

**JAN MIENSE MOLENAER (HAARLEM
CIRCA 1610-1668)**

Figures merrymaking in an interior
signed 'JMolenaer' (on stool, lower right, JM
in ligature)

oil on panel

58.3 x 78.6cm (22 15/16 x 30 15/16in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900



196

196

**JAN VAN OS (MIDDELHARNIS 1744-1808
THE HAGUE)**

A naval battle in moonlight
signed 'I.VAN.OS' (on spar, lower left)

oil on panel

26.5 x 35.4cm (10 7/16 x 13 15/16in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100



197

197

DUTCH SCHOOL, EARLY 18TH CENTURY

Shipping in a calm sea

gouache on paper laid down on panel

24.6 x 33.5cm (9 11/16 x 13 3/16in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100

198

**CIRCLE OF HENDRIK GOVAERTS
(MECHELEN 1669-1720 ANTWERP)**

Elegant figures in an interior
oil on canvas
49.2 x 64.5cm (19 3/8 x 25 3/8in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100



198

199

**ATTRIBUTED TO HEINRICH WILHELM
SCHWEICKARDT (HAMM 1746-1797
LONDON)**

A winter landscape with figures ice skating
oil on panel
44.2 x 66.1cm (17 3/8 x 26in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

While the costumes of the figures have been updated the composition of the present work was inspired by Aert van der Neer's *Frozen river at sunset* (on panel, 46.2 x 70.2 cm., sold Sotheby's New York, 29 January 2015, lot 35) which at the time of Schweickardt's presence in England was in the collection of William Beckford (1759-1849).



199

200

*** DE GRUYTER (ACTIVE ROTTERDAM,
17TH CENTURY)**

Interior of Groote Kerke, Rotterdam
signed and dated 'R de gruyter' (lower right)
and dated '1651' (on the shield, lower left)
oil on panel
70 x 70.9cm (27 9/16 x 27 15/16in).

£5,000 - 7,000
€5,600 - 7,900
US\$6,900 - 9,700

Provenance

Sale, John Nicholson Fine Art Auctioneers,
Haslemere, 5 November 2003, lot 646



200



201

201

LOUIS HUBNER (ACTIVE BRITAIN, 1740-1769)

Fish with cabbages, cardoons and other vegetables on a stone ledge signed 'L.Hübner' (lower right)

oil on canvas

72.8 x 89.9cm (28 11/16 x 35 3/8in).

£1,500 - 2,000

€1,700 - 2,200

US\$2,100 - 2,800

Provenance

Sale, Sotheby's, London, 23 February 1977, lot 227

202

CHRISTIAN WILHELM ERNST DIETRICH (WEIMAR 1712-1774 DRESDEN)

A mountainous landscape with herders and cattle resting before a river

oil on canvas

55.5 x 71.2cm (21 7/8 x 28 1/16in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

203

GERMAN SCHOOL, 18TH CENTURY

A river landscape with figures before a town

oil on canvas

71.2 x 87.3cm (28 1/16 x 34 3/8in).

£1,500 - 2,000

€1,700 - 2,200

US\$2,100 - 2,800

204 TP

JACOB VAN STRY (DORDRECHT 1756-1815)

Drovers with cattle by a river

oil on canvas

127.9 x 169cm (50 3/8 x 66 9/16in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

Provenance

William Onslow, 4th Earl of Onslow, Clandon Park, and thence by descent through the family until offered
Sale, Phillips, New York, 14 January 1987, lot 16 where purchased by the present owner



202



203



204

205

HENRY BONE R.A. (TRURO 1755-1834 LONDON)

Portrait of Lt.-Col. Hon. Francis Wheler Hood, three-quarter-length, in a red coat, standing before a landscape
 signed 'HBone' (lower left)
 enamel on copper
 16.2 x 12.9cm (6 3/8 x 5 1/16in).

£4,000 - 6,000
 €4,500 - 6,700
 US\$5,500 - 8,300

Literature

R. Walker, 'Henry Bone's pencil drawings in the National Portrait Gallery', in *The Walpole Society*, 1999, vol. 61, p. 330, under cat. no. 267 (as location unknown)

The present work is after the original portrait by Thomas Stewardson, now at Lodgers Hall, Dorset. A pencil drawing by Bone of the same subject and of the exact dimensions, which has been squared for transfer, is in the National Portrait Gallery, London (see: NPG D17676).



205



206



207

206

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

£4,000 - 6,000

€4,500 - 6,700

US\$5,500 - 8,300

207

AFTER ALBRECHT DÜRER, 18TH CENTURY

Christ between the thieves

oil on panel, arched top

35.7 x 23.3cm (14 1/16 x 9 3/16in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100

Provenance

The Collection of Sir John Rushout, 2nd Baron Northwick

By whom sold, Phillips, Cheltenham, 26 July - 30 August 1859, lot 921 (sold £44.2)

The present lot is after Dürer's woodcut of 1504/5 (see: British Museum no. 1895,0122.670).

208

AFTER JOSEPH HEINTZ THE ELDER, 17TH CENTURY

The Entombment

oil on copper

43.4 x 33.4cm (17 1/16 x 13 1/8in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100

The present work follows an engraving from 1593 by Aegidius Sadeler, after Joseph Heintz (see: Harvard Art Museum, no. 2006.160).



208



209

209
**FOLLOWER OF MARCELLUS COFFERMANS (ACTIVE
 ANTWERP, CIRCA 1549-CIRCA 1575)**

The Madonna and Child with Saint Anne
 oil on panel
 19 x 15.1cm (7 1/2 x 5 15/16in).

£3,000 - 5,000
 €3,400 - 5,600
 US\$4,100 - 6,900

210
**CIRCLE OF DIRK DE QUADE VAN RAVESTEYN (NORTHERN
 NETHERLANDS CIRCA 1565-1619 PRAGUE)**

Venus and Cupid
 bears date '1*35' (lower left)
 oil on panel
 31.2 x 24.1cm (12 5/16 x 9 1/2in).

£3,000 - 5,000
 €3,400 - 5,600
 US\$4,100 - 6,900

211^Y
FLEMISH SCHOOL, 17TH CENTURY

The Madonna and Child with the Infant Saint John
 oil on tortoiseshell, octagonal
 21.4 x 15.5cm (8 7/16 x 6 1/8in).

£1,500 - 2,000
 €1,700 - 2,200
 US\$2,100 - 2,800



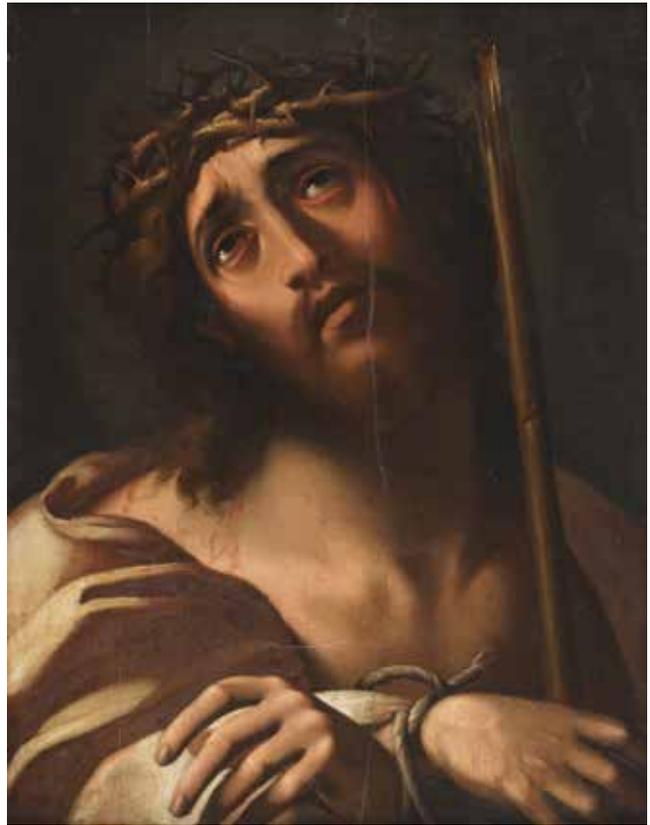
210



211



212



213



214

212

ROMAN SCHOOL, 17TH CENTURY

An Allegory of Music

oil on canvas

112.2 x 91.8cm (44 3/16 x 36 1/8in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

213

**STUDIO OF ANNIBALE CARRACCI (BOLOGNA 1560-1609
ROME)**

Ecce Homo

oil on panel

56.7 x 40.7cm (22 5/16 x 16in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100

Provenance

Jeremiah Harman, Higham House

Sale, Christie's, London, 17-18 May 1844, lot 8 (as Correggio, 82gns to Stuart)

William Stuart, Aldenham Abbey and Hill Street

Sale, Christie's, London, 19 March 1875, lot 79 (as Correggio)

Sale, Christie's, London, 9 April 2003, lot 105

Another version of the present composition was formerly in the Giustiniani Collection, before passing into the German royal collection after it was sold to King Frederick Wilhelm of Prussia in 1812, but has been missing since 1945.

214

AFTER GIULIO CESARE PROCACCINI, EARLY 17TH CENTURY

Judith and Holofernes
oil on panel
54.2 x 39.7cm (21 5/16 x 15 5/8in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

The present work is based on Procaccini's original now in the Castello Sforzesco, Milan.



215

215

FOLLOWER OF ANTONIO TEMPESTA (FLORENCE 1555-1630 ROME)

A military encampment outside the walls of a city
oil on copper, *tondo*
18.1cm (7 1/8in). diameter

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

The present composition takes as its source Tempesta's engraving *Battle Scene with Cavalry observing from a Hill* from his *Battle Scenes I* (see: *The Illustrated Bartsch*, vol. 36 (formerly vol. 17 (part 3)), no. 829 (156), p. 127).



216

216

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

The Rest on the Flight into Egypt
oil on canvas, *tondo*
71.2 cm. (28 in.) diameter
unframed

£5,000 - 7,000
€5,600 - 7,900
US\$6,900 - 9,700

Provenance

Ca'n Puig and Castillo Bendinat, Mallorca
Their sale, Christie's, Mallorca, 24-25 May 1999, lot 681
Sale, Bonhams, London, 7 December 2005, lot 137

The present composition is derived from the prototype by Guercino of 1624, now in the Cleveland Museum of Art, Cleveland, Ohio. There are, however, some small differences and *pentimenti* in the lot offered here, which may suggest that the picture could have been a *modello* or *bozzetto* for the Cleveland picture. It is recorded that a *modello* of the Cleveland picture was sold in Rome in 1819 to Leon Dufourny and was later purchased by the great collector and founder of the modern Louvre, Baron D. Vivant-Denon in 1826. The picture was then offered twice by Count de Pourtales-Gorgier in Paris, first in 1841, where it failed to sell, and then in March 1865. The date of the second sale marries very closely with the appearance of the picture in the collection offered by Christie's at Palma, Mallorca. At the beginning of the 19th century two sisters from wealthy and aristocratic Catalonian families, Dona Joana de Rocaberti-Boixador i Cotoner (1785-1862) and Dona de Pax-Boixadoc i Cotoner married the Marquis de Bellpuig and the Marquis de Vivot, a member of the Arbol family (owners of the Ca'n Puig and Castillo Bendinat). These marriages brought to the family important titles, land and considerable wealth in the form of chattels. The Marquis de Bellpuig and his wife were appointed as ambassadors to Paris, and their descendants were very closely aligned to the city.



217



218

217

BRESCIAN SCHOOL, 16TH CENTURY

The Madonna and Child with Saints Catherine of Alexandria, Barbara and Peter

oil on panel

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

£4,000 - 6,000

€4,500 - 6,700

US\$5,500 - 8,300

218 TP

FOLLOWER OF DOMENIKOS THEOTOKOPOULOS, CALLED EL GRECO (CANDIA 1541-1614 TOLEDO)

Saint Anthony of Padua with the Christ child

oil on panel

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

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100

Provenance

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

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



219

219
AFTER JACOPO CARUCCI, CALLED IL PONTORMO, 18TH CENTURY

Joseph's Brothers beg for Help
 oil on canvas
 42.7 x 145.7cm (16 13/16 x 57 3/8in).

£6,000 - 8,000
€6,700 - 9,000
US\$8,300 - 11,000

Provenance
 Sale, Sotheby's, Olympia, 31 October 2006, lot 3, where purchased by the present owner

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

220
AFTER FEDERICO BAROCCI, EARLY 17TH CENTURY

The Calling of Saint Andrew
 oil on panel
 54.4 x 37.5cm (21 7/16 x 14 3/4in).

£2,500 - 3,500
€2,800 - 3,900
US\$3,500 - 4,800

The present work follows an engraving by Aegidius Sadeler II of 1594, after Barocci, with differences to the horizon (see: British Museum, no. V.8.171).



220



221

221

CIRCLE OF JUAN RUIZ (ACTIVE NAPLES, 18TH CENTURY)

A view of the bay of Naples, taken from Posillipo looking towards Mount Vesuvius; and Naples, seen from the bay, with the Molo Grande in the centre and the Castel Dell'Ovo a pair, oil on canvas laid down on board
26.1 x 55.9cm (10 1/4 x 22in). (2)

£7,000 - 10,000
€7,900 - 11,000
US\$9,700 - 14,000



222

222

PHILIPPE QUANTIN (DIJON CIRCA 1600-1636)

The Holy Family with the Infant Saint John the Baptist
oil on canvas

109.4 x 86.8cm (43 1/16 x 34 3/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 21,000

While in the earlier production of Quantin one can detect the influence of the second school of Fontainebleau under the patronage of King Henri IV, in his later works the clear influence of Caravaggio is evident. As far as is known he spent his career working in Burgundy, in and around Dijon and Langres. He died at a very young age just months after being made *Peintre Ordinaire* to Henri II de Bourbon, Prince de Condé. Examples of his work include his scenes from the popular theatre play, *Il Pastor Fido* by Battista Guarini for the castle of Ancy-le-Franc, of circa 1610- 1615; the *Muses* for the castle of La Motte-Ternant near Saulieu, circa 1624 - 1628; and a number of religious works that are now in the Musée des Beaux-Arts in Dijon.



223

223

NORTH ITALIAN SCHOOL, 17TH CENTURY

A squirrel on a table-top with pears, chestnuts and a cedrone
oil on canvas
43.1 x 64.4cm (16 15/16 x 25 3/8in).

£6,000 - 8,000
€6,700 - 9,000
US\$8,300 - 11,000

224 TP

BRESCIAN SCHOOL, 16TH CENTURY

Cupid
oil on canvas
128.5 x 97.3cm (50 9/16 x 38 5/16in).

£4,000 - 6,000
€4,500 - 6,700
US\$5,500 - 8,300

Provenance

The Armaund Collection, no. 61 (according to a label on the reverse)

225 TP

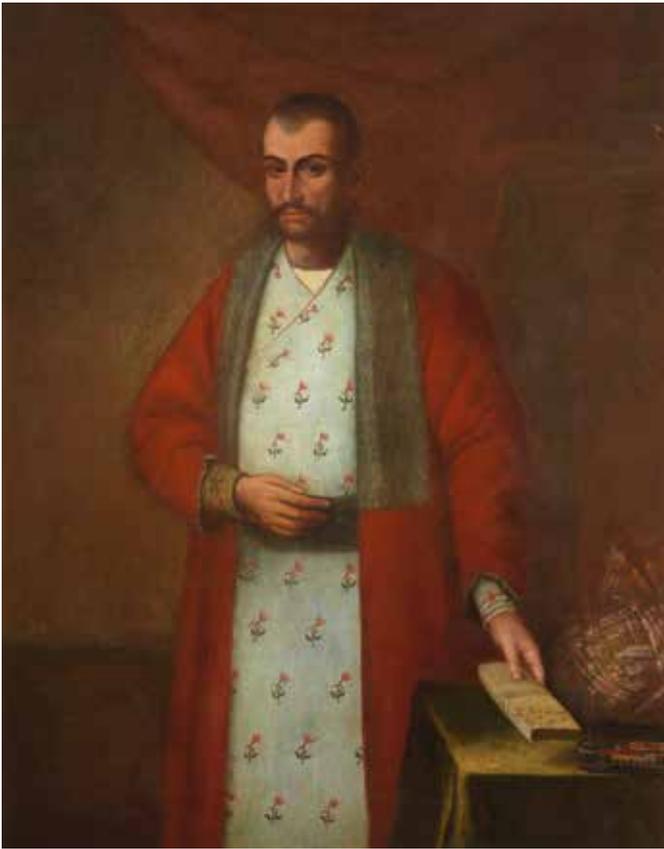
FOLLOWER OF PIETRO MALOMBRA (CREMONA 1556-1618)

Portrait of a Persian gentleman, three-quarter-length
oil on canvas
139.5 x 108.2cm (54 15/16 x 42 5/8in).

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900



224



225

226

AFTER GIOVANNI BATTISTA MORONI, CIRCA 1600

Portrait of Bartolommeo Bonghi, three-quarter-length, seated before a window

oil on canvas

100.8 x 80.7cm (39 11/16 x 31 3/4in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

The present work is after Moroni's original portrait, now in the Metropolitan Museum of Art, New York. The absence of the inscription and coat-of-arms, both added very shortly after Bonghi's death in 1584, suggests that this is an early copy.

227 TP

NORTH ITALIAN SCHOOL, LATE 16TH CENTURY

Portrait of an architect, three-quarter length, in black robes, standing before a green curtain with papers in his hand

inscribed 'Al ** Illmo/ Sig. Piero nava**' (on letter, lower left

oil on canvas

117 x 99.2cm (46 1/16 x 39 1/16in).

£7,000 - 10,000

€7,900 - 11,000

US\$9,700 - 14,000



226



227



228



228



229

228

ATTRIBUTED TO ARNOLD HOUBRAKEN (DORDRECHT 1660-1719 AMSTERDAM)

Portrait of Daniel Hoof, Mayor of Amsterdam; and Portrait of his wife, Sophie Maria Reale
a pair, oil on canvas
49.8 x 40.5cm (19 5/8 x 15 15/16in). (2)

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

Provenance

With L. Morant, London, 1933 (according to a Witt Library mount)

Daniel and Sophie married in 1709 and had one son, Hendrik Danielsz. Hoof.

Another pair of portraits of the same sitters, by Houbraken, are listed by the RKD as in a private collection since 1943.

229

MANNER OF ANTONIS MOR, 19TH CENTURY

Portrait of a lady, said to be Anna Margaret Gau(?), half length in a black dress with a jewelled headdress
inscribed 'Aña Marg. Gau- etatis suae 29.' (lower right)
oil on panel
39.3 x 31.3cm (15 1/2 x 12 5/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,400 - 2,100

Provenance

With E and A Silberman Galleries, New York (according to a label on the reverse)



230

230 *

AFTER MARTIN VAN MEYTENS II, LATE 18TH CENTURY

Portrait of Prince Charles Alexander of Lorraine, half-length
oil on canvas
76.2 x 61.2cm (30 x 24 1/8in).

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

The present composition is after Meytens's original portrait, now in the Kunsthistorisches Museum, Vienna.

231

CIRCLE OF AGUSTIN ESTEVE Y MARQUES (VALENCIA 1753-CIRCA 1820 MADRID)

Portrait of a gentleman, half-length, in a brocade trimmed blue coat, holding a letter
bears inscription and date 'Madrid/ ** ***/ * de **res/ 1812/ Frasco Go*' (on letter, lower centre)
oil on canvas
83.3 x 64cm (32 13/16 x 25 3/16in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

232 *

MANNER OF FRANÇOIS CLOUET, 18TH CENTURY

Portrait of a lady, bust-length, in black bejewelled costume
oil on panel
26.7 x 20.5cm (10 1/2 x 8 1/16in).

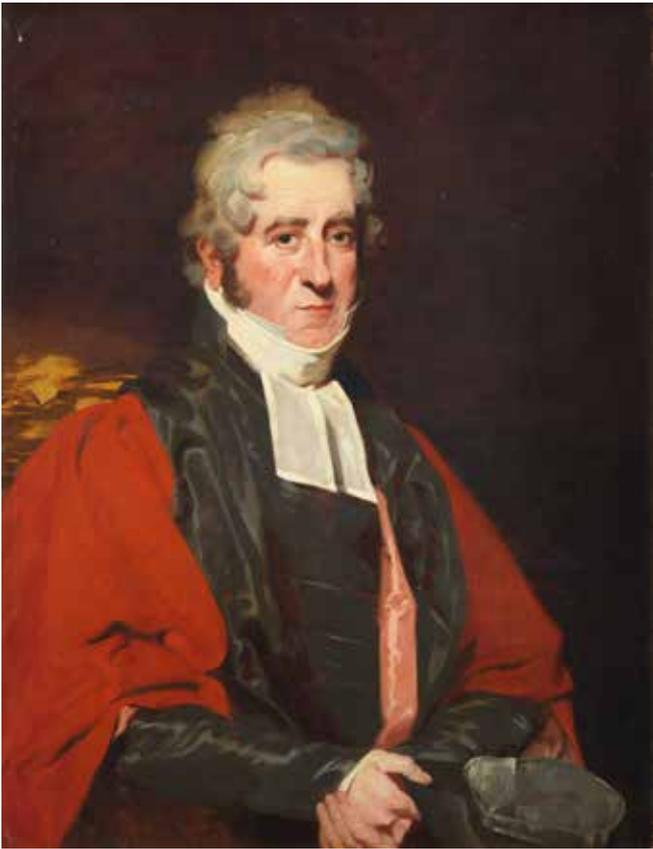
£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100



231



232



233



233



234

233

HENRY WYATT (STAFFORDSHIRE 1794-1840 PRESTWICH)

Portrait of Rev. Doctor Robert Twiss, bust-length, in doctoral robes; and Portrait of his wife, Fanny Twiss, bust-length, in a white dress and headdress

both signed and dated 'Henry Wyatt Pinxit 1826' (lower left) a pair, oil on canvas

the former 91.1 x 70.8cm (35 7/8 x 27 7/8in). and the latter 90.6 x 70.8cm (35 11/16 x 27 7/8in).

together with another signed and dated portrait by the same hand of one of their daughters (3)

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

Rev. Doctor Robert Twiss (d. 1857), of Hoseley, Flintshire, married Fanny, daughter of Colonel and Mrs Fanny Walker, in 1805. They had five children: Laetitia, Ann, Travers, Richard Thomas and Edward Robert.

234

ATTRIBUTED TO WILLIAM HILTON (ACTIVE 1777-1822)

Portrait of lady, traditionally identified as Peg Woffington, bust-length, in a red dress

oil on canvas

76 x 63.4cm (29 15/16 x 24 15/16in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100

Provenance

Possibly the Collection of Sir Alleyne Percival Boxall, 2nd Bt, 14 Cambridge Square, London



235



235

235

CIRCLE OF DAVID MARTIN (ANSTRUTHER 1737-1797 EDINBURGH)

Portrait of Mrs Simpson, bust-length, in a white dress; and Portrait of Mr Simpson, bust-length, in a green coat
a pair, oil on canvas
71 x 63.1cm (27 15/16 x 24 13/16in). (2)

£1,500 - 2,000
€1,700 - 2,200
US\$2,100 - 2,800

236

CIRCLE OF ALLAN RAMSAY (EDINBURGH 1713-1784 DOVER)

Portrait of a gentleman, half-length, in a blue coat and yellow waistcoat, within a painted oval
oil on canvas
76.2 x 62.3cm (30 x 24 1/2in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

Provenance

Sale, Christie's, London, 18 December 1964, lot 105 (as Dupra, sold 42gns)
Sale, Christie's, London, 3 May 1985, lot 106 (as Circle of Soldi, sold £700)
Sale, Christie's, London, 11 June 2004, lot 11, where purchased by the present owner



236



237



238



239

237

**FOLLOWER OF JAKOB DE HEUSCH (UTRECHT 1657-1701
AMSTERDAM)**

An extensive coastal landscape with figures conversing in the foreground

oil on canvas

85.5 x 72.3cm (33 11/16 x 28 7/16in).

unframed

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100

238

FRENCH SCHOOL, 18TH CENTURY

A still life of poppies and chrysanthemums

oil on canvas

68.6 x 54.2cm (27 x 21 5/16in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

239

AFTER GODFRIED SCHALCKEN, 18TH CENTURY

A boy blowing out a candle

oil on canvas

76.6 x 63.7cm (30 3/16 x 25 1/16in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100

The present work is after Schalcken's original, in The Spencer Collection, Althorp, UK.



240

240

AFTER GODFRIED SCHALCKEN, EARLY 18TH CENTURY

Figures by candle light with a boy eating
oil on panel
45.4 x 39.4cm (17 7/8 x 15 1/2in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

The present composition is after Schalcken's original, now in the Musées royaux des Beaux-Arts de Belgique, Brussels.

241 TP

CIRCLE OF FRANÇOIS BOUCHER (PARIS 1703-1770)

Landscape with a tower by a river and figures in the foreground
oil on canvas
130 x 93cm (51 3/16 x 36 5/8in).

£7,000 - 10,000
€7,900 - 11,000
US\$9,700 - 14,000

Provenance

The Collection of Frederick Konig (1867-1940), Tyringham Hall, Buckinghamshire by 1905, and thence by descent through the family until acquired by the present owner

This composition is based on a subject that Boucher visited more than once and which is shown from a slightly different angle in the drawing *Landscape near Blois* in the collection of the Rijksmuseum, Amsterdam; that drawing was also the subject of an engraving by Chedel (see G. Brunel, *Boucher*, nos. 152 and 150 respectively). A finished canvas of horizontal format, titled *Paysage près de Beauvais*, 49 x 58cm, that omits the thatched roof at the top of the staircase but which includes the same figure group as the present work, is in the collection of the Hermitage museum, St Petersburg.

242

CIRCLE OF WILLEM VAN LEEN (DORDRECHT 1753-1825 DELFTSHAVEN)

Roses, snowballs, convolvulus and other flowers in a glass vase with a bird's nest on a stone ledge
oil on panel
54.7 x 43.6cm (21 9/16 x 17 3/16in).

£6,000 - 8,000
€6,700 - 9,000
US\$8,300 - 11,000



241



242



243

243 TP

GERMAN SCHOOL, 18TH CENTURY

Saint Erasmus at the gates of Heaven with Saints George, Eustace, Vitus, Giles, Denis, Blaise, Catherine, Christopher, Barbara, Margaret of Antioch, Cyriacus, Bartholomew and Ignatius of Antioch bears extensive inscription (lower edge)

oil on canvas

72.2 x 173.9cm (28 7/16 x 68 7/16in).

£3,500 - 4,500

€3,900 - 5,100

US\$4,800 - 6,200

244

SOUTH GERMAN SCHOOL, 18TH CENTURY

The Holy Family

oil on canvas

98.2 x 72.8cm (38 11/16 x 28 11/16in).

£4,000 - 6,000

€4,500 - 6,700

US\$5,500 - 8,300

Provenance

Private collection, Vienna, 1930s, and thence by family descent to the present owner



244



245



245

245 TP

FOLLOWER OF FRANÇOIS BOUCHER (PARIS 1703-1770)

Spring; and Summer
a pair, oil on canvas, the upper and lower sections made up to rectangles
100.5 x 81cm (39 9/16 x 31 7/8in).

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

The present works follow two of the Four Seasons by Boucher of 1755, which are now in the Frick Collection, New York.

246

CENTRAL EUROPEAN SCHOOL, 18TH CENTURY

Portrait of a shepherd holding a flute and a houlette
oil on canvas
73.8 x 60.5cm (29 1/16 x 23 13/16in).

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

Provenance

Sale, Sotheby's, New York, 7 April 1989, lot 14A (Property of a New England Private Institution)

The flute and shepherd's houlette combined with the sitter's rather elegant attire would suggest that he may be an actor playing the part of a shepherd in a play or an Arcadian figure in the tradition of Watteau.



246



247



247



248

247

EDOUARD HENRI THÉOPHILE PINGRET (SAINT-QUENTIN 1788-1875)

Study of a lady from Caraffa, Calabria; and a Study of a lady from Procida
the former inscribed 'Caraffa. Calabria', the latter 'Procida' (upper left)
a pair, oil on paper, laid on board
39.7 x 24.6cm (15 5/8 x 9 11/16in). (2)

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

248

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

Portrait of Anne Boutet (1779-1847), known as Mademoiselle Mars,
bust-length, with flowers in her hair
oil on canvas
59.7 x 50.5cm (23 1/2 x 19 7/8in).

£4,000 - 6,000
€4,500 - 6,700
US\$5,600 - 8,300

Provenance

Madame la Générale l'Hérillier, Paris
Grondard
Jean Bartholoni, Paris
With Wildenstein, London, May 1938 (all according to a Witt Library Mount)
Private Collection, Switzerland

Exhibited

London, Wildenstein & Co., *Women of France in the XVIII Century*, April-May 1938 (as P. P. Prud'hon)



249

249 TP

CIRCLE OF PIERRE HENRI DE VALENCIENNES (TOULOUSE 1750-1819 PARIS)

An Italianate landscape with a classical temple overlooking a lake
oil on canvas
149.7 x 116.7cm (58 15/16 x 45 15/16in).

£4,000 - 6,000
€4,500 - 6,700
US\$5,500 - 8,300

Provenance

Sale, Sotheby's, London, 26 April 2001, lot 568

250

CIRCLE OF LOUIS LÉOPOLD BOILLY (LA BASSÉE 1761-1845 PARIS)

A market scene
bears indistinct signature (upper right)
oil on canvas
63.4 x 49.6cm (24 15/16 x 19 1/2in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

251

SIMON-JOSEPH-ALEXANDRE CLÉMENT DENIS (ANTWERP 1755-1813 NAPLES)

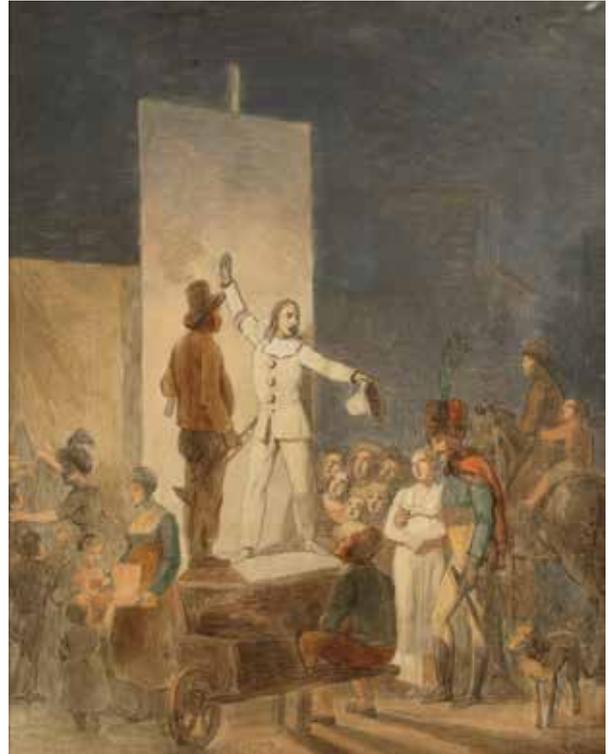
A view of the Sabine mountains
oil on paper laid down on canvas
39.5 x 25cm (15 9/16 x 9 13/16in).
unframed

£6,000 - 8,000
€6,700 - 9,000
US\$8,300 - 11,000

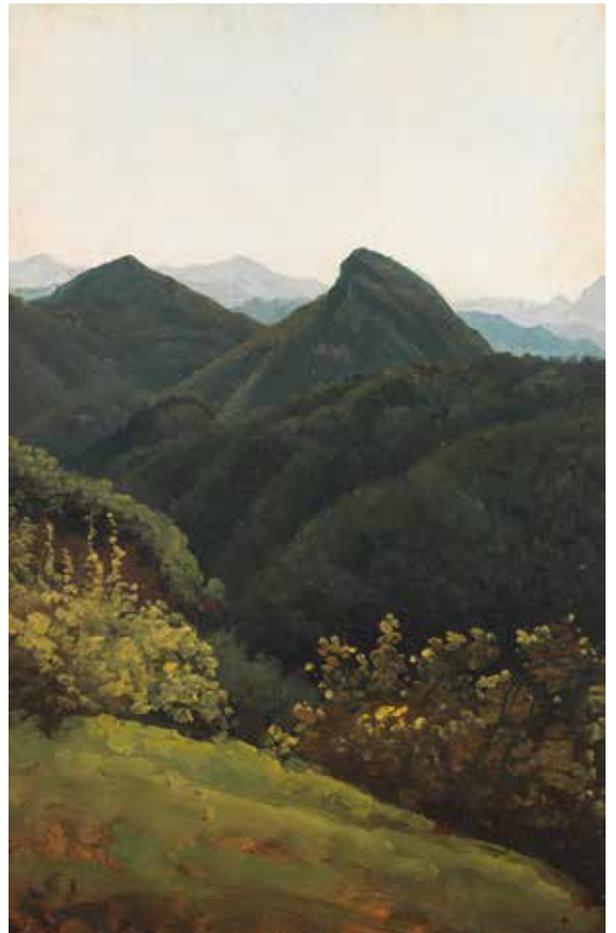
Provenance

Sale, Christie's, New York, 17 October 2006, lot 65

Another view of the Sabine mountains, taken from a different angle,
was sold at Sotheby's New York, 26 January 2007, lot 159.



250



251



252



253



254

252

CIRCLE OF JURIAEN VAN STREECK (1632-1687 AMSTERDAM)

A bowl of apples with a stone jug and glass of wine on a stone ledge
oil on panel
49.4 x 38.3cm (19 7/16 x 15 1/16in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

253

DUTCH SCHOOL, EARLY 19TH CENTURY

Roses, tulips, chrysanthemums and other flowers in a bronze urn with a bird's nest on a stone ledge
signed with initials 'G V B P.' (lower right)
oil on canvas
57.3 x 45.3cm (22 9/16 x 17 13/16in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

254

DUTCH SCHOOL, LATE 17TH CENTURY

Fruit, oysters, glasses of wine with a parrot perched on a *wanli kraak* bowl before an earthenware jug all on a draped table-top bears signature and date 'CDEHEEM f 16**' (centre right)
oil on canvas
103.4 x 81.8cm (40 11/16 x 32 3/16in).

£10,000 - 15,000
€11,000 - 17,000
US\$14,000 - 21,000



255

255

GERMAN SCHOOL, 18TH CENTURY

A dish of grapes with oysters, peaches and a glass of wine on a draped table-top

oil on canvas

29.9 x 24cm (11 3/4 x 9 7/16in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100

256

CIRCLE OF BARTOLOMEO BIMBI (SETTIGNANO 1648-1730 FLORENCE)

Tulips, lilies, chrysanthemums and other flowers in a vase on a stone ledge

oil on canvas

82.9 x 57.9cm (32 5/8 x 22 13/16in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

Provenance

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

257

MANNER OF SIMON PIETERSZ. VERELST, 19TH CENTURY

A sunflower, tulips, roses and other flowers in a glass vase on a table-top

oil on canvas

107.8 x 88.6cm (42 7/16 x 34 7/8in).

unframed

£4,000 - 6,000

€4,500 - 6,700

US\$5,500 - 8,300

The present work is loosely based on a still life by Verelst, formerly in the Collection of Captain R.S. de Quincey and offered at Sotheby's, London on 5 July 1995, lot 245.



256



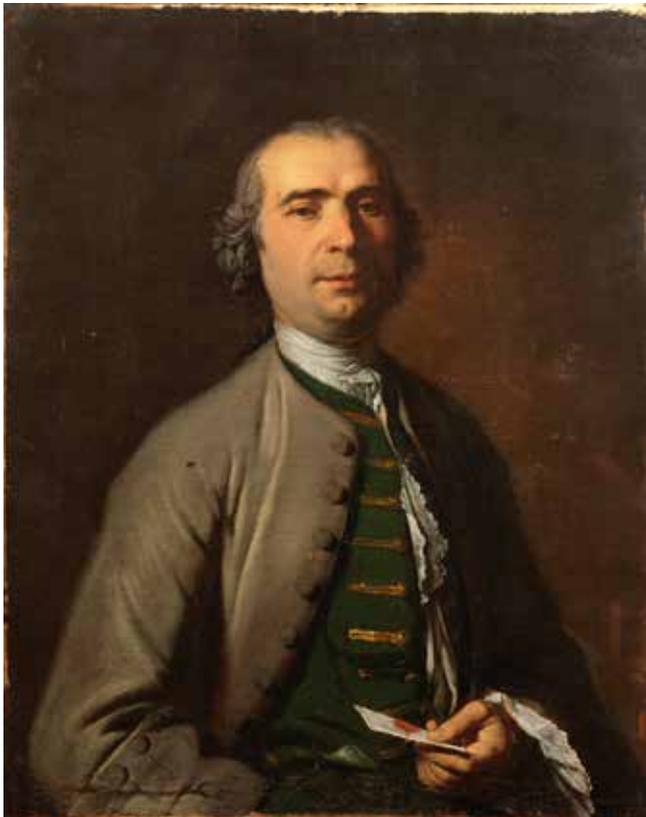
257



258



259



260

258

ATTRIBUTED TO STEFANO MAGNASCO (GENOA CIRCA 1635-1665)

Saint Jerome
oil on canvas
77.5 x 61cm (30 1/2 x 24in).

£6,000 - 8,000
€6,700 - 9,000
US\$8,300 - 11,000

259

CIRCLE OF FRANCESCO ALBANI (BOLOGNA 1578-1660)

The Penitent Magdalene
oil on canvas, laid on board
21.7 x 16.3cm (8 9/16 x 6 7/16in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

260

FRENCH SCHOOL, 18TH CENTURY

Portrait of a gentleman, half-length, holding a letter
signed 'J.Wil Dault pinxit' (upper right)
oil on canvas
81.3 x 67.6cm (32 x 26 5/8in).
unframed

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

Provenance

The Collection of Giancarlo Baroni, Florence



261

261

SPANISH SCHOOL, 17TH CENTURY

Saint Boniface (?)

oil on canvas

90.5 x 83.6cm (35 5/8 x 32 15/16in).

unframed

£4,000 - 6,000

€4,500 - 6,700

US\$5,500 - 8,300

262

AFTER BARTOLOMÉ ESTEBAN MURILLO, 17TH CENTURY

Saint Ferdinand III of Castile

oil on canvas

107.8 x 80.2cm (42 7/16 x 31 9/16in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100

The present work is after Murillo's original, now in Seville Cathedral, Spain.

263

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

Portrait of Cardinal Ottoboni (1667-1740), half-length, in Cardinal's robes

oil on canvas

73.5 x 61.1cm (28 15/16 x 24 1/16in).

unframed

£6,000 - 8,000

€6,700 - 9,000

US\$8,300 - 11,000

Provenance

Sale, Christie's, London, 9 April 2003, lot 99

The sitter was the great-nephew of Pope Alexander VII and became Cardinal of San Lorenzo in Damaso, Rome in 1689. He was a great patron of the arts in the early 18th century Rome, and it is probable that he became Trevisani's patron after the death of Cardinal Flavio Chigi in 1693. A three-quarter-length portrait by Trevisani of Ottoboni is in The Bowes Museum, Barnard Castle, Durham.



262



263



264

264

FLORENTINE SCHOOL, 16TH CENTURY

Portrait of Cardinal Giovanni Salviati, seated three-quarter length
oil on panel

95.8 x 75.2cm (37 11/16 x 29 5/8in).

in a carved and giltwood Florentine frame

£8,000 - 12,000

€9,000 - 13,000

US\$11,000 - 17,000

Provenance

Acquired from a private Tuscan collection by the present owner's father
in the early 1980s

The head of the Cardinal is based on the portrait by Sebastiano del
Piombo now in the John and Mable Ringling Museum, Sarasota (inv.
SN65).



265

265

FLORENTINE SCHOOL, 16TH CENTURY

Portrait of a nun, traditionally identified as Caterina Riario Sforza de'
Medici, half length, holding a book

oil on panel

96.2 x 74.3cm (37 7/8 x 29 1/4in).

in a carved and giltwood Florentine frame

£8,000 - 12,000

€9,000 - 13,000

US\$11,000 - 17,000

Provenance

Acquired from a private Tuscan collection by the present owner's father
in the early 1980s



266

266 TP

JACQUES CHARLES OUDRY (PARIS 1720-1778)

A still life of a swan
oil on canvas
141.2 x 103cm (55 9/16 x 40 9/16in).

£6,000 - 8,000

€6,700 - 9,000

US\$8,300 - 11,000

Provenance

Captain R. E. Mussenden Leathes, R.N
With Galerie Wildenstein, London, where acquired by
Madame Nelia Barletta de Cates
Her sale, Christie's, Paris, 18 March 2003, lot 166, where purchased
by the present owner



267



267



268

267

FRENCH SCHOOL, CIRCA 1800

Two parrots
a pair, oil on laid paper laid down
29.8 x 18.9cm (11 3/4 x 7 7/16in). (2)

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

268

LAURENT GEEDTS (ACTIVE LOUVAIN)

A *trompe l'oeil* still life with a dead hare, a wryneck, great spotted woodpecker, thrushes and finches
oil on canvas
63.6 x 48.2cm (25 1/16 x 19in).
unframed

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

The present work should be compared to a signed work by Laurent Geedts previously with John Bennett Fine Paintings, London, in which the pose of the bird, upper right, is repeated.



269

269

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

A mynah bird, an imaginary mountainous landscape beyond
oil on canvas

36.2 x 32.2cm (14 1/4 x 12 11/16in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700

Provenance

Reputedly gifted to Emma Caroline Oldland in the mid 19th century by a 'Lady FitzHardinge'
Private Collection, UK

The 'Lady FitzHardinge' who gifted the painting was probably Charlotte, Lady FitzHardinge of Bristol, née Lady Charlotte Reynolds-Moreton (1806-1881), daughter of Thomas Reynolds-Moreton, 1st Earl of Ducie. Charlotte married Admiral Maurice Frederick FitzHardinge Berkeley, 1st Baron FitzHardinge of Bristol in 1834 and resided at Cranford Park at the same time as Emma and Henry Oldland when Henry was gardener there. A seal is attached to the reverse of the painting which depicts the arms of the Earl of Berkeley. If this had belonged to the present painting it would suggest a further earlier provenance via Admiral Maurice to his father, Frederick Augustus Berkeley, 5th Earl of Berkeley (1755-1810).

WORKS ON PAPER



270



271

270

ATTRIBUTED TO JAN JOSEFSZ. VAN GOYEN (LEIDEN 1596-1656 THE HAGUE)

A landscape with a cottage before a river
black chalk on paper
7.9 x 17.5cm (3 1/8 x 6 7/8in).
unframed

£800 - 1,200
€900 - 1,300
US\$1,100 - 1,700

271

GEORGE ROMNEY (BECKSIDE 1734-1802 KENDAL)

Figure studies
pen and ink on paper
11.1 x 18cm (4 3/8 x 7 1/16in).
unframed

£1,500 - 2,000
€1,700 - 2,200
US\$2,100 - 2,800

Provenance

Possibly a page from an album sold at Sotheby's, 1932 (according to an inscription on the mount)
The Iolo Williams (1890-1962) Collection, UK
Private Collection, UK and thence by descent to the present owner



272

272

FRANCIS COTES (LONDON 1726-1770)

Portrait of George Keppel, 3rd Earl of Albemarle
signed and dated 'F Cotes Pixt 1755' (upper right)
pastel on paper
60.7 x 45.5cm (23 7/8 x 17 15/16in).

£4,000 - 6,000

€4,500 - 6,700

US\$5,500 - 8,300

Provenance

Commissioned by the sitter and thence by family descent until
Sale, Sotheby's, London, 23 November 2006, lot 183 (as General
William Keppel)

Literature

F. Duleep Singh, *Portraits in Norfolk houses*, Norwich, 1927-28, vol.II,
p.152, no. 29
E.F. Johnson, *Francis Cotes. Complete Edition*, Oxford, 1976, rejected
cat. no. 28
S. Keppel, *Three brothers at Havana, 1762*, Salisbury, 1981, ill. (as of
Albemarle, 1765)
J. Barclay, *Havana: Portrait of a City*, London, 1995, p. 106, ill (as of
Albemarle)
N. Jeffares, *Dictionary of pastellists before 1800*, London, 2009, p. 131
N. Jeffares, *Dictionary of pastellists before 1800*, online, J.243.109, ill.

The present work is after a lost original by Sir Joshua Reynolds, known
through an engraving by Edward Fisher (see: NPG D7197).



273

273

THOMAS ROWLANDSON (LONDON 1756-1827)

A timber wagon by cottages bears signature 'Rowlandson' (lower left) pen, brown ink and watercolour on Whatman paper dated 1804

19 x 26.5cm (7 1/2 x 10 7/16in).

with a racing scene by the same hand, 11.7 x 17.5 cm (4 5/8 x 6 7/8 in) (2)

£1,200 - 1,800

€1,300 - 2,000

US\$1,700 - 2,500

Provenance

Private Collection, UK

274

ATTRIBUTED TO CHARLES DE LA FOSSE (PARIS 1636-1716), AFTER DOMENICHINO

Study for a mother and child black and red chalk heightened with white on beige paper

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

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100

The present lot is after a detail from Domenichino's fresco of *Scenes from the Life of Saint Cecilia*, in the Polet Chapel, San Luigi dei Francesi, Rome.



274

275

VENETIAN SCHOOL, 18TH CENTURY

'Isola di S. Lazzaro' inscribed with title (lower centre) pen, brown ink and grey wash on laid paper

25.5 x 38.4cm (10 1/16 x 15 1/8in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100

Provenance

Private collection, UK



275

276

FRENCH SCHOOL, MID 18TH CENTURY

A portrait artist with his subject in a studio
pen and black ink on laid paper
15.8 x 20cm (6 1/4 x 7 7/8in).

£800 - 1,200

€900 - 1,300

US\$1,100 - 1,700

277

**ATTRIBUTED TO CHARLES NICOLAS
COCHIN THE YOUNGER (PARIS 1715-
1790)**

Figures bathing a child in an interior
black chalk on laid paper
28 x 31.2cm (11 x 12 5/16in).

£800 - 1,200

€900 - 1,300

US\$1,100 - 1,700

278

VENETIAN SCHOOL, 18TH CENTURY

'Isola di S. Francesco del Diserto' [sic]
inscribed with title (lower centre)
pen, brown ink and grey wash on laid paper,
laid down on card
26 x 38.2cm (10 1/4 x 15 1/16in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100

Provenance

Private Collection, UK



276



277



278



279

279

DAVID COX (BIRMINGHAM 1783-1859)

A barge and other boats on the Thames at Battersea

signed and dated 'D.Cox 1825' (below the mount lower left)

watercolour on wove paper, laid down
12.8 x 19cm (5 1/16 x 7 1/2in).

£1,000 - 2,000

€1,100 - 2,200

US\$1,400 - 2,800

Provenance

With Spink & Son, London
Private Collection, UK

280

JOHN VARLEY OWS (LONDON 1778-1842)

Caernarvon Castle

watercolour on wove paper

28.2 x 39.5cm (11 1/8 x 15 9/16in).

£800 - 1,200

€900 - 1,300

US\$1,100 - 1,700

281

DAVID COX (BIRMINGHAM 1783-1859)

A wooded river with a drover and cattle on a bridge

bears signature 'David Cox' (lower left),
indistinctly inscribed

pencil and watercolour on wove paper
19 x 26cm (7 1/2 x 10 1/4in).

£800 - 1,200

€900 - 1,300

US\$1,100 - 1,700

Provenance

Private Collection, UK



280



281



282

282

JOHN VARLEY OWS (LONDON 1778-1842)

London from the Royal Observatory, Greenwich
signed 'J.Varley' (lower centre)

pencil and watercolour on wove paper laid onto card
16.5 x 26cm (6 1/2 x 10 1/4in).

£1,000 - 2,000

€1,100 - 2,200

US\$1,400 - 2,800

Provenance

With Agnew's, London, 1962
Private Collection, UK

283

SIR THOMAS LAWRENCE P.R.A. (BRISTOL 1769-1830 LONDON)

Portrait of a young lady wearing a corsage and flowers in her hair
red and black chalk on wove card

24.5 x 19.8cm (9 5/8 x 7 13/16in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100

Provenance

The Collection of Eva Prodgers
Sale, Christie's, London, 18 March 1980, lot 60, where purchased by
the present owner's family



283



284

284

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

The ruins of a fortified building
watercolour on laid paper
19.6 x 26cm (7 11/16 x 10 1/4in).

£1,000 - 2,000
€1,100 - 2,200
US\$1,400 - 2,800

Provenance

W. Sandby
H. Peake
J. Pierce Higgins
J.G. Pilcher (all according to a label on reverse)
With Spink & Son Ltd, London
Private Collection, UK

285

HUGH DOUGLAS HAMILTON (DUBLIN 1740-1808)

Portrait of Mr J. Mercer, bust-length, in a brown coat
signed and dated 'HD. Hamilton/delint.1772' (lower right)
pastel on paper, oval
23.2 x 18.7cm (9 1/8 x 7 3/8in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

Provenance

With Wendover Antiques, Wendover, 1992, where purchased by the present owner

Exhibited

On loan to Bristol Museum and Art Gallery (according to a label on the reverse)



285



286

286

THOMAS HEARNE (MARSHFIELD 1744-1817 LONDON)

Lancaster Castle from the south west
pencil and watercolour on laid paper
17 x 24.7cm (6 11/16 x 9 3/4in).

£1,000 - 2,000
€1,100 - 2,200
US\$1,400 - 2,800

Provenance

Private Collection, UK

Thomas Hearne visited the Lake District in 1777 and 1778 to gather material for his publishing project, *Antiquities of Great Britain*. Another version of this composition, (18.9 x 26.8 cm) which differs slightly in the disposition of the figures, is in the Lancaster City and Maritime Museum.

287

WILLIAM HOARE (NEAR EYE, SUFFOLK 1707-1792 BATH)

Portrait of John Yate as a young boy, bust-length, in a blue coat
pastel on paper
63.7 x 48.2cm (25 1/16 x 19in).

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900



287



288



288

288

JOHN RUSSELL RA (GUILDFORD 1745-1806 HULL)

Portrait of Charles Elliott (1752-1826), bust-length, in a blue coat; and Portrait of his wife Eling Venn, bust-length in a black dress with a white shawl

the latter signed and dated 'J. Russell R.A. pt/ 1789' (centre right, the J and R in ligature)

a pair, pastel on paper, ovals

59.4 x 44cm (23 3/8 x 17 5/16in). and 59.8 x 44cm (23 1/2 x 17 1/4in).

(2)

£4,000 - 6,000

€4,500 - 6,700

US\$5,500 - 8,300

Provenance

By family descent to Charles Henry Venn Elliott
By whom sold, Christie's, London, 14 July 1987, lot 148
With Simon Dickinson, London

Literature

G.C. Williamson, *John Russell R.A.*, London, 1894, pp. 44 and 142, no. 3

N. Barton, 'Rise of a Royal Furniture Maker', in *Country Life*, 10 February 1966, p. 293

N. Jeffares, *Dictionary of pastellists before 1800*, London, 2006, p. 452, ill.

N. Jeffares, *Dictionary of pastellists before 1800*, online, J.64.1486 and J.64.1487

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OLD MASTER PAINTINGS

Wednesday 4 July 2018
New Bond Street, London

**CIRCLE OF MICHELANGELO
MERISI DA CARAVAGGIO
(Caravaggio 1573-1610 Porto Ercole)**

Saint Francis in contemplation
£50,000 - 70,000 *

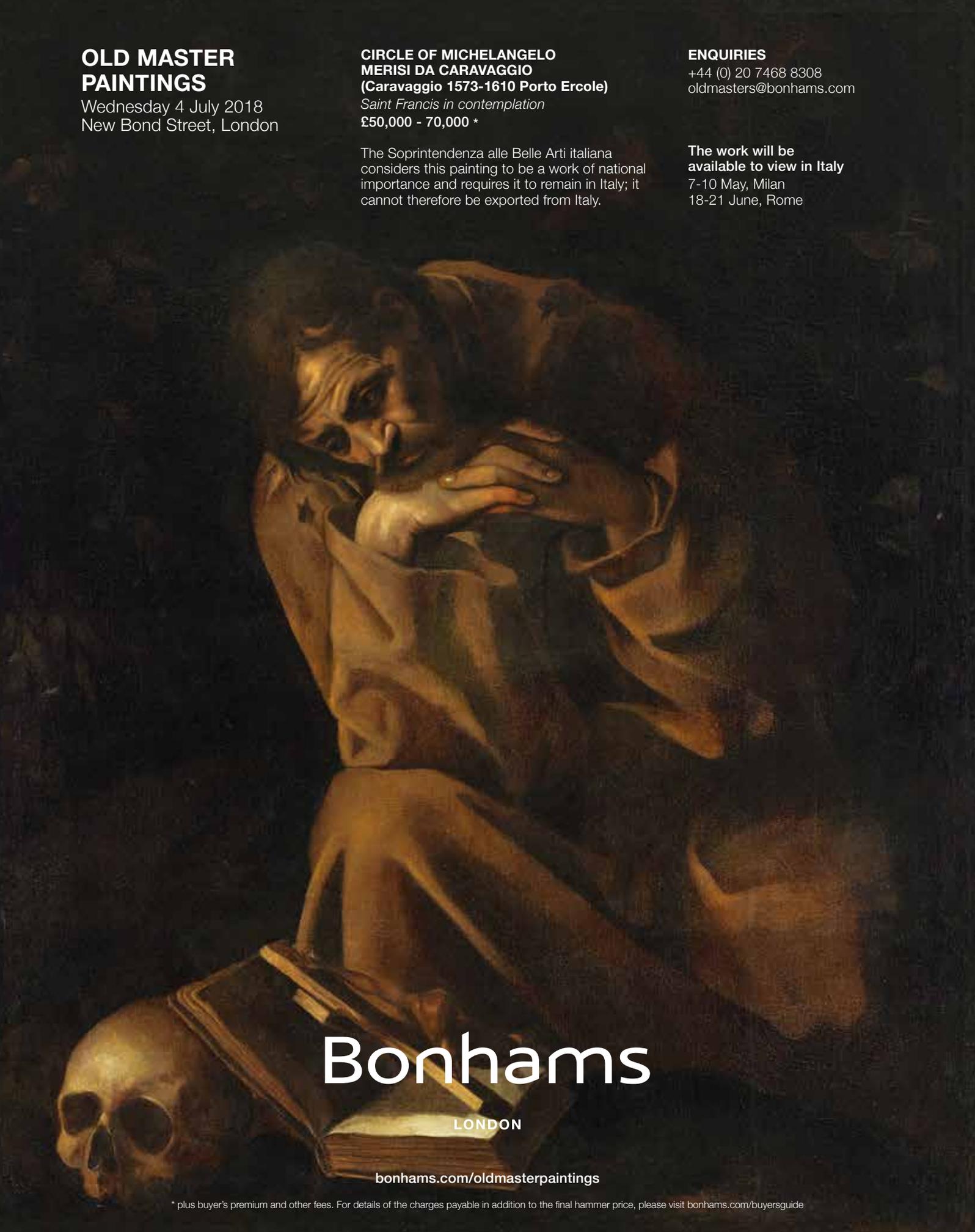
The Soprintendenza alle Belle Arti italiana considers this painting to be a work of national importance and requires it to remain in Italy; it cannot therefore be exported from Italy.

ENQUIRIES

+44 (0) 20 7468 8308
oldmasters@bonhams.com

**The work will be
available to view in Italy**

7-10 May, Milan
18-21 June, Rome



Bonhams

LONDON

bonhams.com/oldmasterpaintings

* plus buyer's premium and other fees. For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide

ENTERTAINMENT MEMORABILIA

Wednesday 18 July 2018
Knightsbridge, London

Entries now invited

**ELTON JOHN: DENIM JACKET
AND TROUSERS BY BILL
WHITTEN'S WORKROOM 27,**

1973-74,
embellished with sequins, lace, and an
applique tapestry embroidered scene,
the buttons made of USA cent coins,
£1,000 - 1,500 (€1,100 - 1,700) *

ENQUIRIES

+44 (0) 20 7393 3984
entertainment@bonhams.com

Closing date for entries

Friday 18 May



Bonhams

MONTPELIER STREET • KNIGHTSBRIDGE

bonhams.com/entertainment

plus buyer's premium and other fees. For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide

THE MARINE SALE

Wednesday 17 October 2018
Knightsbridge, London

Entries now invited

**CHARLES EDWARD DIXON
(BRITISH, 1872-1934)**

*'Oak, Hemp, and Powder,
Trafalgar, 1805'* (detail)

Sold for £62,500 *

The world record for a work
on paper by the artist

ENQUIRIES

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bonhams.com/departments/PIC-MAR/

* Prices shown include buyer's premium. Details can be found at bonhams.com

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams'* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer's Premium* payable or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. 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*.

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*. Payments made by anyone other than the registered *Buyer* will not be accepted. *Bonhams* reserves the right to vary the terms of payment at any time.

Bonhams' preferred payment method is by 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.

Payment may also be made by one of the following methods:

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 and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes or coins 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 or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Debit cards (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid by other means.

Credit cards (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

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

11. SHIPPING

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 'SS8' 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.

Olt 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.
- Ⓞ 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;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.7	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;	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.	10.10	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;	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.	10.11	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	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.	10.12	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.	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.	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	MISCELLANEOUS	11	GOVERNING LAW
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .	11	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 [AP], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any Expenses payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.

- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.

- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.

4 COLLECTION OF THE LOT

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

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

- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.

- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.

- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.

- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):			9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;				
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;				
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.		
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2	The discretion referred to in paragraph 8.1:	10	OUR LIABILITY
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	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's* 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's* 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's* 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's* 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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Madalina Lazen
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20th Century British Art

Matthew Bradbury
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Aboriginal Art

Francesca Cavazzini
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African, Oceanic & Pre-Columbian Art

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Fredric Backlar
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American Paintings

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Antiquities

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Antique Arms & Armour

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U.S.A
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Art Nouveau & Decorative Art & Design

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U.S.A
Benjamin Walker
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Dan Tolson
+1 917 206 1611

Australian Art

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Alex Clark
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Australian Colonial Furniture and Australiana

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Books, Maps & Manuscripts

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AUSTRALIA
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U.S.A
Jonathan Snellenburg
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Coins & Medals

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Paul Song
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Contemporary Art

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U.S.A
Jeremy Goldsmith
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Entertainment Memorabilia

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U.S.A
Catherine Williamson
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European Ceramics

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U.S.A
+1 415 503 3326

Furniture

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U.S.A
Andrew Jones
+1 415 503 3413

European Sculptures & Works of Art

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Greek Art

Anastasia Orfanidou
+44 20 7468 8356

Golf Sporting Memorabilia

Kevin Mcgimpsey
+44 131 240 2296

Irish Art

Penny Day
+44 20 7468 8366

Impressionist & Modern Art

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India Phillips
+44 20 7468 8328
U.S.A
Nathania Nisonson
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Indian, Himalayan & Southeast Asian Art

H.K.
Edward Wilkinson
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U.S.A
Mark Rasmussen
+1 917 206 1688

Islamic & Indian Art

Oliver White
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Japanese Art

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U.S.A
Jeff Olson
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Mechanical Music

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Modern, Contemporary & Latin American Art

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Modern & Contemporary Middle Eastern Art

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Modern & Contemporary South Asian Art

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