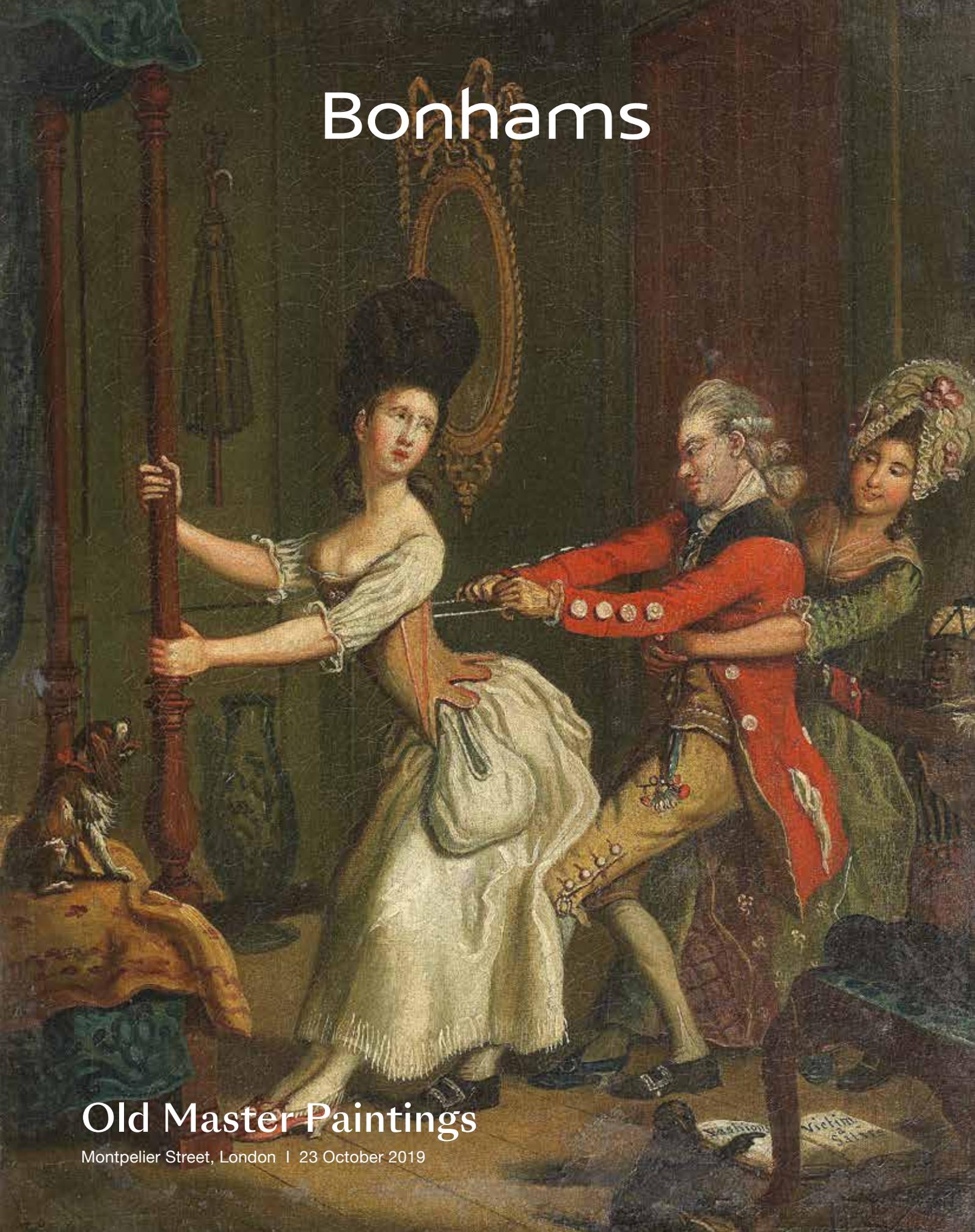


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Montpelier Street, London | 23 October 2019

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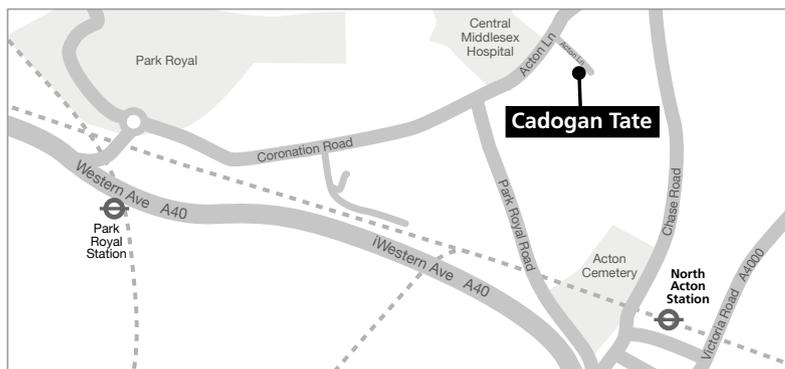
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cash, credit, or debit card



1

CIRCLE OF CORNEILLE DE LYON (CIRCA 1505-1574 LYON)

Portrait of a lady, half-length, in a black dress with pearl headdress
oil on panel

21.3 x 16.3cm (8 3/8 x 6 7/16in).

£4,000 - 6,000

€4,500 - 6,800



2



3

2

SCHOOL OF VALENCIA, 16TH CENTURY

The Crucifixion with the Virgin Mary and Saint John the Evangelist
oil on panel
62 x 45cm (24 7/16 x 17 11/16in).

£2,000 - 3,000
€2,300 - 3,400

Provenance

Sale, Finarte, Madrid, 26 October 2000, lot 6

In the catalogue entry for Finarte, Isabel Mateo Gomez suggested that the present work was by an artist who was influenced by Juan Correa de Vivar (circa 1510-1566) when he was working in Toledo; in closer study since then she has suggested that it is close to Juan de Sariñena (circa 1545-1619).

3

EMILIAN SCHOOL, EARLY 17TH CENTURY

Christ on the road to Calvary
oil on panel
81 x 50cm (31 7/8 x 19 11/16in).

£4,000 - 6,000
€4,500 - 6,800

4

AFTER VINCENZO CAMUCCINI, 19TH CENTURY

The Presentation of Christ in the Temple
oil on canvas
104 x 102.2cm (40 15/16 x 40 1/4in).

£2,000 - 3,000
€2,300 - 3,400



4



5

5 *

CIRCLE OF GIORGIO VASARI (AREZZO 1511-1574 FLORENCE)

The Holy Family with the Infant Saint John the Baptist and Saint Elizabeth

oil on panel

73.1 x 56.5cm (28 3/4 x 22 1/4in).

£3,000 - 5,000

€3,400 - 5,600

Provenance

Acquired by the present owner's great-grandfather in the 1920s

6

AFTER ANDREA DEL SARTO, 16TH CENTURY

The Madonna and Child with Saint Elizabeth and the Infant Saint John the Baptist with attendant angels

oil on canvas

53 x 38.5cm (20 7/8 x 15 3/16in).

£3,000 - 5,000

€3,400 - 5,600

The present composition is based on Andrea del Sarto's original work now in the Musée du Louvre, Paris (inv. no. 713).

7

AFTER RAFFAELLO SANZIO, CALLED RAPHAEL, EARLY 17TH CENTURY

Portrait of Pope Leo X, bust-length, before a landscape

oil on panel

23.7 x 19.2cm (9 5/16 x 7 9/16in).

unframed

£2,000 - 3,000

€2,300 - 3,400

The present work is a detail after Raphael's portrait of the pope and two cardinals in the Galleria degli Uffizi, Florence (inv. Palatina 40).



6



7



8

8

**ANTHONY JANSZ. VAN DER CROOS
(THE HAGUE 1606-1662)**

A view of the village of Wateringen
inscribed, signed and dated 'WATERING
1656/ AV CROOS' (on fence, lower left)
oil on panel
20.6 x 31.4cm (8 1/8 x 12 3/8in).

£2,000 - 3,000
€2,300 - 3,400



9

9

**CIRCLE OF PIETER GYSELS (ANTWERP
1621-1690)**

An avenue of trees with elegant figures
before a palace
oil on copper laid down on panel
14.2 x 19.3cm (5 9/16 x 7 5/8in).

£3,000 - 5,000
€3,400 - 5,600



10

10

**P. J. HUYSMANS (ACTIVE ANTWERP
AND BRUSSELS CIRCA 1780-1800)**

Peasants in a landscape, before a river
signed and dated 'P.HUYSMANS 1781 f.'
(lower right)
oil on panel
27.2 x 44cm (10 11/16 x 17 5/16in).

£2,000 - 3,000
€2,300 - 3,400

11

PIETER JANSZ. VAN ASCH (DELFT 1603-1678)

A wooded landscape with drovers and cattle
signed with monogram 'PVA' (lower left)
oil on panel
42 x 51.4cm (16 9/16 x 20 1/4in).

£2,000 - 3,000
€2,300 - 3,400

11



12

FOLLOWER OF HENDRICK VAN BALEN (ANTWERP 1575-1632)

Cimon and Iphigenia
oil on panel
31.2 x 42.1cm (12 5/16 x 16 9/16in).

£2,000 - 3,000
€2,300 - 3,400

12



13

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

A riverside village with figures in a ferry
oil on copper
10.7 x 15.5cm (4 3/16 x 6 1/8in).

£1,000 - 1,500
€1,100 - 1,700

13





14

CIRCLE OF PIETER VAN AVONT (MALINES 1600-1652)

An Allegory of Spring; An Allegory of Summer; and An Allegory of Autumn

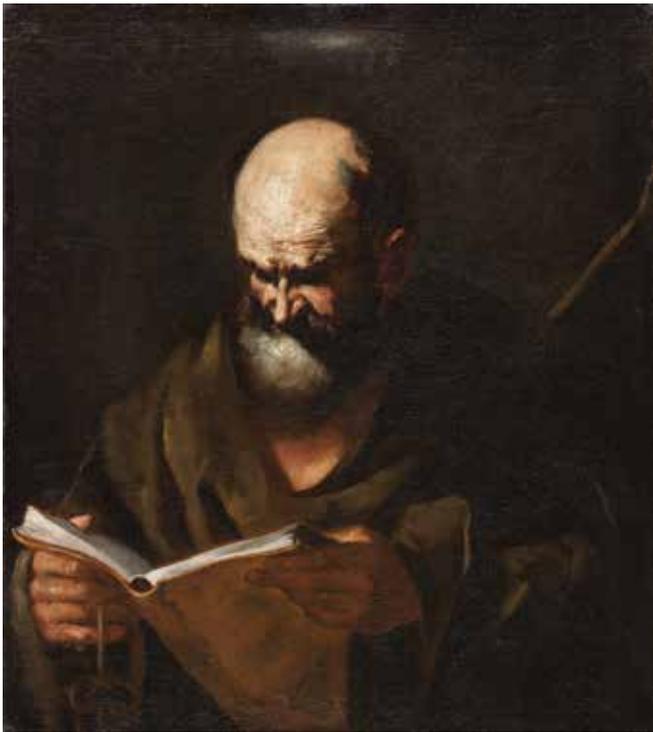
three of a set, oil on copper

16.3 x 13.4cm (6 7/16 x 5 1/4in).

unframed (3)

£6,000 - 8,000

€6,800 - 9,000



15

15

CIRCLE OF JUSEPE DE RIBERA (JATIVA 1588-1656 NAPLES)

Saint Peter

oil on canvas

85.2 x 76.3cm (33 9/16 x 30 1/16in).

unframed

£3,000 - 5,000

€3,400 - 5,600

16

CIRCLE OF PIETRO ANTONIO ROTARI (VERONA 1707-1762 ST PETERSBURG)

Portrait of a lady, half-length, in a white dress with a red wrap

oil on canvas

65.9 x 50.2cm (25 15/16 x 19 3/4in).

£2,000 - 3,000

€2,300 - 3,400

17

ITALIAN SCHOOL, EARLY 17TH CENTURY

Saint Roch and the angel

oil on panel, extended on the upper and lower edges

26.4 x 19.4cm (10 3/8 x 7 5/8in).

£1,000 - 1,500

€1,100 - 1,700



16



17



18

18 TP

AFTER NICOLAS POUSSIN, 18TH CENTURY

The Finding of Moses
oil on canvas
120.5 x 195.5cm (47 7/16 x 76 15/16in).

£3,000 - 5,000
€3,400 - 5,600

The present work is after Poussin's original, now in Musée du Louvre, Paris.



19

19

FRANCESCO ANTONIO SIMONINI (PARMA 1686-1753)

Two mounted figures
oil on copper, oval
10.4 x 12.7cm (4 1/8 x 5in).

£1,500 - 2,000
€1,700 - 2,300

Provenance

Sale, Phillips, London, 21 October 1974, lot P68 (one of a pair)
Judy Egerton, UK

20

AFTER CLAUDE JOSEPH VERNET, LATE 18TH CENTURY

A Mediterranean port at sunset with fishermen unloading their catch, shipping at anchor in the distance
oil on canvas, unlined
54.2 x 81cm (21 5/16 x 31 7/8in).

£2,000 - 3,000
€2,300 - 3,400

The present composition is after Vernet's original work now in the Musée du Louvre, Paris, and later engraved by Devilliers.



20

21

**ATTRIBUTED TO FRANCESCO FIDANZA
(ROME 1747-1819 MILAN)**

A rocky coastal landscape with figures fleeing
from stormy waters

oil on canvas

39.4 x 65.9cm (15 1/2 x 25 15/16in).

£3,000 - 5,000

€3,400 - 5,600

Provenance

Sale, Christie's, Amsterdam, 6 May 2008, lot
101 (as Circle of Vernet, with measurements
39.4 x 95.4 cm.)

22 TP

**CIRCLE OF MICHELANGELO MAESTRI
(ACTIVE ITALY, ? - DIED CIRCA 1812)**

A bacchanale

oil on canvas

97.5 x 129.1cm (38 3/8 x 50 13/16in).

£3,000 - 5,000

€3,400 - 5,600

Provenance

With Daniel Hunt Fine Art, London, where
acquired by the present owner in 1997

23

**CIRCLE OF NICOLO BAMBINI (VENICE
1651-1736)**

Rebecca and Eliezer at the well

oil on canvas

70.8 x 96.5cm (27 7/8 x 38in).

£2,000 - 3,000

€2,300 - 3,400

Provenance

In the present owner's family since at least
the 1920s



21



22



23



24



25



26

24
ATTRIBUTED TO WILLIAM AIKMAN (FORFAR 1682-1731 LONDON)

Portrait of a member of the Cathcart family, half-length, wearing a red coat over an armoured breastplate
oil on canvas
76.2 x 63.5cm (30 x 25in).

£2,000 - 3,000
€2,300 - 3,400

Provenance

The Collection of Earl Cathcart, 1929 (according to a label on the reverse) and thence by descent through the family

25
CIRCLE OF JOSEPH HIGHMORE (LONDON 1692-1780 CANTERBURY)

Portrait of a girl, traditionally said to be a member of the Haddock family, three-quarter-length, in a white dress, holding a flower
oil on canvas, unlined
76.2 x 63.2cm (30 x 24 7/8in).

£1,500 - 2,000
€1,700 - 2,300

26
CIRCLE OF ALLAN RAMSAY (EDINBURGH 1713-1784 DOVER)

Portrait of an army officer, half-length, in a red coat, within a painted oval
oil on canvas
76.2 x 63.5cm (30 x 25in).

£4,000 - 6,000
€4,500 - 6,800



27

27

ATTRIBUTED TO GEORGE KNAPTON (LONDON 1698-1778)

Portrait of Ambrose Isted of Ecton, Northamptonshire, half-length, in a brown coat with gold trim

oil on canvas

76.1 x 62.8cm (29 15/16 x 24 3/4in).

£3,000 - 5,000

€3,400 - 5,600

Provenance

The Sotheby family, Llanymynech (according to Witt Library mount)
Sale, Sotheby Parke Bernet, London, 17 June 1981, lot 39
With Swan Fine Art, London, where purchased by the present owner
in 2000

The sitter married Annie, sister and co-heir of Sir Charles Buck
Bt. of Hanby. Their daughter Mary married William Sotheby of
Sewardstone.

28 TP

CIRCLE OF THOMAS HUDSON (DEVON 1701-1779 TWICKENHAM)

Portrait of Henry Pye (1683-1749), standing three-quarter-length, in a blue coat and a tricorn hat under his arm

oil on canvas

128 x 101.4cm (50 3/8 x 39 15/16in).

£3,000 - 5,000

€3,400 - 5,600

29 TP

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

Portrait of Prince George of Denmark, standing three-quarter-length, in the robes of a Knight of the Order of the Garter

oil on canvas

125.5 x 101.2cm (49 7/16 x 39 13/16in).

£3,000 - 5,000

€3,400 - 5,600



28



29



30



31

30

CIRCLE OF PIETRO NAVARRA (ACTIVE ROME, 17TH AND 18TH CENTURIES)

Melons, figs, grapes and peaches in a landscape; and A watermelon with a glass bowl filled with fruit beside peaches, figs, pears and other fruit

a pair, oil on canvas

61.2 x 74.4cm (24 1/8 x 29 5/16in). (2)

£5,000 - 7,000

€5,600 - 7,900

31 TP

FOLLOWER OF PIERRE ANTOINE PATEL THE YOUNGER (PARIS 1648-1707)

A river landscape with figures conversing before ruins

oil on canvas

114.6 x 100.3cm (45 1/8 x 39 1/2in).

£4,000 - 6,000

€4,500 - 6,800



30

32

FRANCESCO CORNELIANO (MILAN 1740-1815)

Saint Lawrence, within a painted oval
oil on canvas
91.8 x 73.5cm (36 1/8 x 28 15/16in).

£6,000 - 8,000
€6,800 - 9,000



32



33



34

33

CIRCLE OF SIMONE DEL TINTORE (LUCCA 1630-1708)

Dead doves hanging above a dead jay with a basket of dead finches
oil on canvas

58.3 x 83.2cm (22 15/16 x 32 3/4in).

£6,000 - 8,000

€6,800 - 9,000

The dead jay and the basket of finches in the present work repeat those in the signed *Still life of animals and fruit* in the Manusardi collection, Milan (see: *La natura morta in Italia*, Milan, 1989, p. 563).

34

CIRCLE OF MICHELANGELO PACE CALLED DEL CAMPIDOGLIO (VITORCHIANO 1610-1670 ROME)

Melons with figs, grapes and apples in a landscape
oil on canvas

64.8 x 49.7cm (25 1/2 x 19 9/16in).

£4,000 - 6,000

€4,500 - 6,800

Provenance

Brig. V.F. Browne, before 1951 (according to a label on the reverse)



35



36

35 TP

STUDIO OF GUIDO RENI (CALVENZANO 1575-1642 BOLOGNA)

The Penitent Magdalen
oil on canvas
161.2 x 128.5cm (63 7/16 x 50 9/16in).

£8,000 - 12,000
€9,000 - 14,000

Provenance

Sale, Phillips, London, 7 July 1992, lot 143 (as Property of a gentleman), where purchased by the present owner

There are numerous versions of this composition including the painting by Guido Reni in the Galleria Nazionale d'Arte Antica (Corsini Gallery), Rome.

36

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

£2,000 - 3,000
€2,300 - 3,400

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

Literature

N. Turner, *The Paintings of Guercino A Revised and Expanded Catalogue Raisonné*, Rome, 2017, no. 128.II, p. 399 (as a copy)

The present composition is derived from the prototype by Guercino now in the Cleveland Museum of Art, Cleveland, Ohio. There are, however, some small differences and *pentimenti* in the lot offered here, suggesting that perhaps it could have been a *modello* 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 Baron D. Vivant-Denon in 1826. The picture was then sold by Count de Pourtales-Gorgier in Paris in March 1865. The date of the latter sale ties in with the appearance of the picture in the collection offered by Christie's in 1999. In the early 19th century two sisters from aristocratic Catalonian families, Dona Joana de Rocaberti-Boixador i Cotoner and Dona de Pax-Boixador 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). The Marquis de Bellpuig and his wife were appointed as ambassadors to Paris, and their descendants were very closely aligned to the city.



37 TP

DOUWE JUWES DE DOUWE (LEEWARDEN 1608-CIRCA 1661)

Portrait of a boy and girl as Granida and Daifilo, in a landscape charged with sitters' coat-of-arms (upper right)

oil on canvas

114 x 133.2cm (44 7/8 x 52 7/16in).

£12,000 - 18,000

€14,000 - 20,000

Provenance

Sale, Christie's, London, 8 December 1989, lot 49
With Galleria Caretto, Turin, 1990 from whom purchased by the present owners

Literature

W. Sumowski, *Gemälde der Rembrandt-Schüler*, Landau, 1983, vol. VI, cat. no. 2255, p. 3703, ill., p. 3840

Although the present work was traditionally thought to be by Jan van Noordt, Sumowski endorses the attribution to Douwe based on comparison to the *Portretten van twee jongens in een landschap, de een gekleed als jager, de ander als Johannes de Doper* in the Rijksmuseum, Amsterdam, signed and dated 'Douwe A° 1647' (inv. no. SK-A-1357) (see literature). There are striking similarities in the composition and the treatment of the present work and the Rijksmuseum's double portrait.



38

38 *

ENGLISH SCHOOL, 17TH CENTURY

Portrait of Henry IV, half-length, holding a sceptre and a rose
oil on panel
56.2 x 45.2cm (22 1/8 x 17 13/16in).

£3,000 - 5,000
€3,400 - 5,600

Sir Roy Strong suggests that all known portraits of Henry IV are not painted from life but are derived from an engraving of Charles VI of France published in *Cronique abrégé des rois de France*, Lyons, 1555 (see: R. Strong, *Tudor and Jacobean Portraits*, London, 1996, pp. 142-3).



39

39 *

ENGLISH SCHOOL, 18TH CENTURY

Portrait of Henry V, half-length, in a fur-trimmed tabard and jewelled chain
oil on canvas
57.7 x 44.2cm (22 11/16 x 17 3/8in).

£2,000 - 3,000
€2,300 - 3,400

The present work is derived from the portrait in the Royal Collection, UK.



40



41

40

JACQUES COURTOIS, CALLED IL BORGOGNONE (SAINT-HYPPOLITE 1621-1676 ROME)

A cavalry skirmish
oil on canvas
51.4 x 101.4cm (20 1/4 x 39 15/16in).

£5,000 - 7,000

€5,600 - 7,900

41

CIRCLE OF JUSTUS SUSTERMANS (ANTWERP 1597-1681 FLORENCE)

Portrait of a lady, bust-length, wearing a pearl earring and jewels in her hair
oil on canvas laid on panel
40.9 x 30cm (16 1/8 x 11 13/16in).

£1,500 - 2,000

€1,700 - 2,300

Provenance

Palazzo Capponi, Florence
Collection of Vicomte Jules de Peyronnet (both according to a label on reverse)
Private Collection, UK, since at least the 1950s



42

42 TP

BOLOGNESE SCHOOL, 17TH CENTURY

The Madonna and Child with Saint Anthony of Padua
oil on canvas
167.5 x 116cm (65 15/16 x 45 11/16in).
unframed

£3,000 - 5,000
€3,400 - 5,600

43 TP

AFTER ANNIBALE CARRACCI, 18TH CENTURY

The Holy Family with the Infant Saint John the Baptist, 'The Montalto Madonna'
oil on canvas
150.4 x 128.6cm (59 3/16 x 50 5/8in).

£2,000 - 3,000
€2,300 - 3,400

44

FOLLOWER OF SÉBASTIEN BOURDON (MONTPELLIER 1616-1671 PARIS)

Self-portrait of an artist, bust-length, in a black coat
oil on canvas laid down on panel
49.2 x 39.4cm (19 3/8 x 15 1/2in).

£2,000 - 3,000
€2,300 - 3,400

Provenance

Sale, Christie's, South Kensington, 10 July 2009, lot 99



43



44



45



46

45

CIRCLE OF PAOLO PORPORA (NAPLES 1617-1673 ROME)

Chrysanthemums, narcissi, poppies and other flowers in a silver gilt urn on a table-top with a lizard
oil on canvas
38 x 51cm (14 15/16 x 20 1/16in).
in a carved and gilt wood frame

£5,000 - 7,000

€5,600 - 7,900

46 *

CIRCLE OF ANDREA VACCARO (NAPLES 1604-1670)

The Assumption of the Virgin
oil on canvas
57.2 x 44.5cm (22 1/2 x 17 1/2in).

£2,000 - 3,000

€2,300 - 3,400



47

47

**ATTRIBUTED TO JEAN-BAPTISTE BELIN DE FONTENAY
(CAEN 1653-1715 PARIS)**

Lilies, chrysanthemums, roses and other flowers in a bronze urn on a marble ledge
indistinctly signed 'B***f' (lower right)
oil on canvas
101.8 x 81.3cm (40 1/16 x 32in).

£3,000 - 5,000
€3,400 - 5,600

Provenance

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

48 TP

CIRCLE OF SALVATOR ROSA (ARENELLA 1615-1673 ROME)

A rocky river landscape with bathers in the foreground
oil on canvas
160.8 x 100cm (63 5/16 x 39 3/8in).

£3,000 - 5,000
€3,400 - 5,600

Provenance

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

49 * TP

AFTER TIZIANO VECELLIO, CALLED TITIAN, 17TH CENTURY

The Madonna and Child in a landscape
oil on canvas
172.8 x 118.5cm (68 1/16 x 46 5/8in).
unframed

£2,500 - 3,500
€2,800 - 4,000

Provenance

Acquired by the present owner approximately 50/60 years ago

The present composition is after Titian's original, now in the Alte Pinakothek, Munich.



48



49



50

50

AFTER DIRCK HALS, LATE 17TH CENTURY

A merry company smoking and drinking in an interior
oil on panel

37.4 x 42.3cm (14 3/4 x 16 5/8in).

£2,000 - 3,000

€2,300 - 3,400

The present work is after Hals's original, now in Musée Hyacinthe Rigaud, Perpignan (inv./cat.nr 40).



51

51

CIRCLE OF JACOBUS BUYS (AMSTERDAM 1724-1801)

Huntsmen smoking in an interior with a dog
oil on panel

21.1 x 23.2cm (8 5/16 x 9 1/8in).

£2,000 - 3,000

€2,300 - 3,400

52

GERARD HOET THE YOUNGER (UTRECHT CIRCA 1698-1760 THE HAGUE)

An elegant company smoking and drinking outside an inn
oil on panel

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

£2,000 - 3,000

€2,300 - 3,400

It is possible that the present work once formed a pair with the signed work, *Elegant company smoking and drinking outside an inn*, which was offered for sale at Christie's, London, 7 July 2006, lot 103.



52



53

53

ISAAC VAN NICKELÉN (HAARLEM CIRCA 1632-1703)

Interior of Saint Bavo, Haarlem

oil on canvas

31.2 x 38.2cm (12 5/16 x 15 1/16in).

£2,000 - 3,000

€2,300 - 3,400

Provenance

The Collection of Mrs Annabel Harris, by whom offered Sale, Bonhams, London, 4 July 1991, lot 109 (as Circle of Gerrit Houckgeest)

A similar work by Isaac van Nickelen, with differences to the figures, is in the Nationalmuseum, Stockholm.

54

CIRCLE OF JACOB VAN WALSCAPPELLE (DORDRECHT 1644-1727 AMSTERDAM)

Oysters, chestnuts, glasses of wine and a peeled lemon on a cloth draped table-top

oil on canvas

48.2 x 41cm (19 x 16 1/8in).

unframed

£6,000 - 8,000

€6,800 - 9,000



54



55



55



56

55 *

RICHARD BRACKENBURG (HAARLEM 1650-1702)

A Mediterranean port with merchants on the quayside; and A Mediterranean port with elegant figures the former signed 'R.Brakenbürg'h' (lower centre); the latter signed and dated 'R. Brakenbürg'h/ 1676' (lower left) a pair, oil on panel
34 x 26.6cm (13 3/8 x 10 1/2in). (2)

£3,000 - 5,000
€3,400 - 5,600

56

KLAES MOLENAER (HAARLEM CIRCA 1630-1676)

A winter landscape with figures on a frozen waterway signed '.k.molenaer.' (lower left) oil on canvas
68.8 x 54.5cm (27 1/16 x 21 7/16in).

£2,000 - 3,000
€2,300 - 3,400

Provenance

The Collection of Mrs J. Sutcliffe Dyman (according to a label on the reverse)

57

ATTRIBUTED TO JAN VINCENTSZ. VAN DER VINNE (HAARLEM 1663-1721)

A drover with his flock crossing a river
signed and dated 'J van der Vinne 1703'
(lower left)

oil on canvas

58.7 x 71.2cm (23 1/8 x 28 1/16in).

£3,000 - 5,000

€3,400 - 5,600



57

58

CORNELIS GERRITZS. DECKER (HAARLEM CIRCA 1618-1678)

A river landscape with a fisherman before a cottage

indistinctly signed and dated 'C Deck**/ 16**'
(on barrel, lower left)

oil on panel

47.3 x 63.5cm (18 5/8 x 25in).

£1,500 - 2,000

€1,700 - 2,300



58

59

ABRAHAM DE RYP (AMSTERDAM 1644-CIRCA 1720)

Figures beside a river with a church beyond

signed and dated 'ADE Ryp fecit/ 1700'
(lower right)

oil on canvas

65 x 79.4cm (25 9/16 x 31 1/4in).

£2,000 - 3,000

€2,300 - 3,400



59



60



61

60

ATTRIBUTED TO LUCAS GASSEL (HELMONT CIRCA 1500-CIRCA 1570)

The Return of the Prodigal Son

oil on panel

28.5 x 39.2cm (11 1/4 x 15 7/16in).

£4,000 - 6,000

€4,500 - 6,800

Provenance

Sale, Sotheby's, London, 7 July 2011, lot 133 (as Lucas Gassel), where purchased by the father of the present owners

61

MANNER OF JOOS VAN CLEVE, 17TH CENTURY

The Madonna and Child

oil on panel

39.5 x 26.2cm (15 9/16 x 10 5/16in).

£2,000 - 3,000

€2,300 - 3,400

The present work is loosely based on van Cleve's original, now in the Rathenau Collection, Berlin.



62

62

CIRCLE OF QUENTIN MASSYS (LEUVEN 1466-1530 KIEL)

The Pietà
oil on panel
43.8 x 54.8cm (17 1/4 x 21 9/16in).

£4,000 - 6,000
€4,500 - 6,800

63

CIRCLE OF PIETER COECKE VAN AELST (AELST 1502-1550 BRUSSELS)

The Adoration of the Magi
oil on panel
67.6 x 55.6cm (26 5/8 x 21 7/8in).

£8,000 - 12,000
€9,000 - 14,000

The primary version of the present composition is the central panel of a triptych listed by Georges Marlier as by the 'Master of the Musée de L'Assistance Publique', named after the institution in Brussels where it is housed (see: G. Marlier, *Pierre Coeck d'Alost*, p. 404, ill. fig. 366). Further versions thought to emanate from the studio of Pieter Coecke van Aelst can also be found in the church of the Béguinage, Louvain, and Saint Plechelmus, Oldenzaal.



63



64

FRANÇOIS OCTAVIEN (ROME 1695-1736 PARIS)

Elegant figures on a seesaw; and An elegant company dancing in a wooded landscape both signed 'octavien' (lower right) a pair, oil on canvas 65.1 x 81.2cm (25 5/8 x 31 15/16in). (2)

£10,000 - 15,000
€11,000 - 17,000

Provenance

Charles-Auguste, duc de Morny (1811-1865)
 Marquis de La Valette (1849-1907)
 Lady Emily Fitzmaurice (1886-1939)
 Almarus Edward Henry Digby-Fitzmaurice (1889-1950) (all according to a label on the reverse)
 With Galerie Heim, Paris, 1968
 Sale, Sotheby's, Paris, 24 July 2009, lot 53 (sold for 25,000 euros), where purchased by the present owner



65

65 TP

ATTRIBUTED TO JOHANN PETER WENZEL (KARLOVY VARY 1742-1829 ROME)

A tiger and a lion fight over a fawn
oil on canvas
105.2 x 129.5cm (41 7/16 x 51in).

£5,000 - 7,000
€5,600 - 7,900

66

NIELS RODE (COPENHAGEN 1732-1794)

Portrait of a young girl, full-length, seated, holding a rattle
signed and dated 'N.Rode pinxit 1771' (upper left)
oil on canvas
92.1 x 80.1cm (36 1/4 x 31 9/16in).

£2,000 - 3,000
€2,300 - 3,400

Provenance

Sale, Brunn Rasmussen, Copenhagen, 28 April 1981, lot 3
Sale, Brunn Rasmussen, Copenhagen, 18 May 1994, lot 57



66



67



68

67 TP

VINCENT MALO THE ELDER (CAMBRAI 1600-1650 ROME)

Venus in the forge of Vulcan
 signed with initials 'V.M.' (lower left) and bears inventory number
 '1178' (lower right)
 oil on canvas
 90.2 x 142.2cm (35 1/2 x 56in).

£5,000 - 7,000
 €5,600 - 7,900

68

FOLLOWER OF GIUSEPPE ARCIMBOLDO (MILAN CIRCA 1527-1593)

An Allegory of Summer; and An Allegory of Autumn
 a pair, oil on canvas
 100.5 x 74.6cm (39 9/16 x 29 3/8in). and 99.5 x 75cm (39 3/16 x 29 1/2in). (2)

£8,000 - 12,000
 €9,000 - 14,000

The figure of *Summer* follows Arcimboldo's original composition which is now in a private collection.



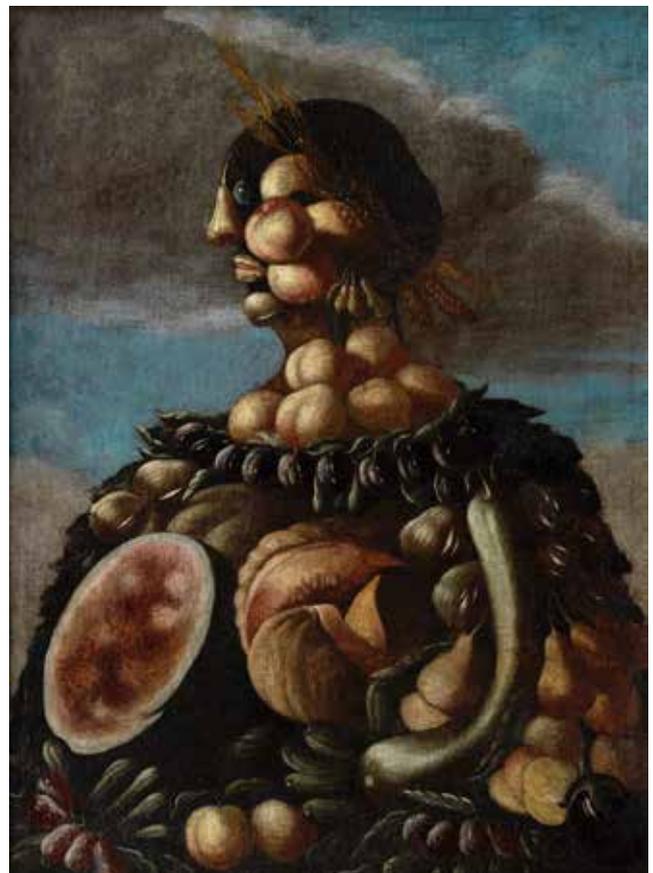
69

69

NEAPOLITAN SCHOOL, 17TH CENTURY

Orpheus and Eurydice
oil on canvas
95.2 x 115.3cm (37 1/2 x 45 3/8in).

£6,000 - 8,000
€6,800 - 9,000



68



70



71



72

70

AFTER GOVAERT FLINCK, 18TH CENTURY

Portrait of a gentleman, bust-length, in a beret and red cape
oil on canvas

70.5 x 57.2cm (27 3/4 x 22 1/2in).

£2,000 - 3,000

€2,300 - 3,400

The present work is after Flinck's original, now in The Hermitage, Saint Petersburg.

71

AFTER SIR PETER PAUL RUBENS, 18TH CENTURY

The Madonna and Child

oil on canvas

63.1 x 51.6cm (24 13/16 x 20 5/16in).

£2,000 - 3,000

€2,300 - 3,400

The present work is after Ruben's original, now in Koninklijk Royal Museum of Fine Arts, Antwerp.

72

AFTER CASPAR NETSCHER, 18TH CENTURY

A lady at her toilet

oil on canvas

50.2 x 39.6cm (19 3/4 x 15 9/16in).

£2,000 - 3,000

€2,300 - 3,400

The present work is after Netscher's original, now in Gemäldegalerie Alte Meister, Dresden.



73

73 TP

AFTER SIR ANTHONY VAN DYCK, EARLY 17TH CENTURY

The Ages of Man

oil on canvas

121.8 x 153.5cm (47 15/16 x 60 7/16in).

£6,000 - 8,000

€6,800 - 9,000

Provenance

Purportedly in the possession of the Emperor Franz Joseph of Austria-Hungary (when restored in 1912 by Hermann Ritschl, Chief Picture Restorer of the Austrian Imperial Picture Collection) Baron Lasky, by whom given to Mrs Resch, Obere Donaustrasse 89a, Vienna, by whom given to her daughter

Melanie Adutt of the same address, by whom bequeathed to the grandmother of the present owner

The present composition is after van Dyck's original painting in the Museo Civico d'Arte e Storia, Vicenza.

74

AFTER SIR PETER PAUL RUBENS, 17TH CENTURY

The Return of the Holy Family from Egypt

oil on copper

41.8 x 31.2cm (16 7/16 x 12 5/16in).

unframed

£2,000 - 3,000

€2,300 - 3,400

The present work is after an engraving by Lucas Vosterman, after Rubens (see British Museum inv.no. R,3.50). The original by Rubens is now at the Wadsworth Atheneum, Connecticut (inv.no. 1938.254)



74



75



76



77

75

ANTWERP SCHOOL, 17TH CENTURY

The Annunciation
oil on panel (the reverse stamped with the brand of the Antwerp panel-maker's guild)
63.8 x 48.2cm (25 1/8 x 19in).

£3,000 - 5,000
€3,400 - 5,600

76

ATTRIBUTED TO SEBASTIAN VRANCX (ANTWERP 1573-1647)

Bandits in a rocky landscape
oil on panel, a fragment
33.7 x 27.2cm (13 1/4 x 10 11/16in).

£2,000 - 4,000
€2,300 - 4,500

77

FOLLOWER OF JAN VAN SCOREL (ALKMAAR 1495-1562 UTRECHT)

Saint Sebastian
oil on panel
30.6 x 23.5cm (12 1/16 x 9 1/4in).

£3,000 - 5,000
€3,400 - 5,600

The figure of Saint Sebastian is based on a work by the Studio of Scorel, now in the Museum Boijmans, Rotterdam, which in turn is derived from Michelangelo's fresco of *The Last Judgement* in the Sistine Chapel.



78

78

FLEMISH SCHOOL, 17TH CENTURY

Portrait of a gentleman, bust-length, in black costume with a white collar
 bears inscription 'Joannes Scroüen Nepes Joannis Beris/ hic obüt
 1610 .3. Junis' (around collar, centre) and charged with the sitter's
 coat-of-arms (upper left)
 oil no panel
 27.1 x 22.2cm (10 11/16 x 8 3/4in).

£2,000 - 3,000
 €2,300 - 3,400

79

GERMAN SCHOOL, 16TH CENTURY

Portrait of a gentleman, bust-length, in a black coat
 oil on panel
 51.1 x 40cm (20 1/8 x 15 3/4in).
 unframed

£4,000 - 6,000
 €4,500 - 6,800

80

AFTER JAN GOSSAERT, CALLED MABUSE, EARLY 17TH CENTURY

Portrait of Princess Christina of Denmark as a child, bust-length, in
 ermine
 oil on panel, a fragment
 16.6 x 13.6cm (6 9/16 x 5 3/8in).

£1,500 - 2,000
 €1,700 - 2,300

The present work is derived from Gossaert's *The Children of Christian II, King of Denmark (1481-1559)*, now in The Royal Collection, UK.



79



80



81

81

FRANZ DE PAULA FERG (VIENNA 1689-1740 LONDON)

A busy village scene
signed 'f ferg fecit' (lower left)
oil on copper
46.8 x 63.4cm (18 7/16 x 24 15/16in).

£4,000 - 6,000
€4,500 - 6,800

82

FOLLOWER OF NICOLAES BERCHEM (HAARLEM 1620-1683 AMSTERDAM)

A shepherdess with her flock in an Italianate landscape
oil on panel
47.1 x 63.2cm (18 9/16 x 24 7/8in).

£1,500 - 2,000
€1,700 - 2,300

83

FLEMISH SCHOOL, 18TH CENTURY

Figures gardening
oil on canvas
54 x 65cm (21 1/4 x 25 9/16in).
unframed

£2,000 - 3,000
€2,300 - 3,400



82



83

84

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

A river landscape with figures before ruins
oil on canvas
61.2 x 76.6cm (24 1/8 x 30 3/16in).

£3,000 - 5,000
€3,400 - 5,600

Provenance

With G.M. Lottinga Ltd., London, May 1954
(according to a label on the reverse)

85

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

A winter landscape with travellers crossing
a bridge
oil on panel
18.1 x 23cm (7 1/8 x 9 1/16in).

£2,000 - 3,000
€2,300 - 3,400

Provenance

Sale, Christie's, South Kensington, 9 July
2004, lot 146

86

**MANNER OF DAVID TENIERS THE
YOUNGER, 18TH CENTURY**

A figure smoking a pipe in a barn interior
signed and date '*Flachs.B**n/ 1739' (on
box, lower right)
oil on canvas
70.5 x 85.7cm (27 3/4 x 33 3/4in).

£1,500 - 2,000
€1,700 - 2,300



84



85



86



87

87
**CIRCLE OF IPPOLITO SCARSELLA, CALLED SCARSELLINO
 (FERRARA(?) 1550-1620)**

Saint Peter
 bears inscription 'P. von Transee Schwanenburg.' (on the stretcher)
 and 'von Transee Schwanenburg in Riga' (on an old label on the
 reverse)
 oil on canvas laid down on panel
 142.5 x 46cm (56 1/8 x 18 1/8in).
 unframed

£4,000 - 6,000
€4,500 - 6,800

Provenance
 Sale, Sotheby's, Olympia, 24 April 2007, lot 217



88

88^{TP}
**ATTRIBUTED TO GIOVANNI BATTISTA VANNI (FLORENCE
 1600-1660 PISTOIA)**

Love Triumphant
 oil on canvas
 144 x 107.3cm (56 11/16 x 42 1/4in).

£6,000 - 8,000
€6,800 - 9,000



89

89

FOLLOWER OF LUIS DE MORALES (BADAJOZ CIRCA 1509-1586)

Ecce Homo
oil on panel
42.8 x 32cm (16 7/8 x 12 5/8in).

£7,000 - 10,000
€7,900 - 11,000

90

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

Saint Catherine of Alexandria
oil on panel
64.5 x 48cm (25 3/8 x 18 7/8in).

£5,000 - 7,000
€5,600 - 7,900

Numerous studio versions of this composition exist with one held at the Walters Art Museum, Baltimore (acc. no. 37.1095).

91

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

Joseph and Potiphar's Wife
oil on slate
27.2 x 19.8cm (10 11/16 x 7 13/16in).

£2,000 - 3,000
€2,300 - 3,400

The present composition is based on Cavalier d'Arpino's *Joseph and Potiphar's Wife* which was previously with Whitfield Fine Art, London and now in a private collection.



90



91



92 TP

**ATTRIBUTED TO GUILLAUME DESIRE JOSEPH DESCAMPS
(LILLE 1779-1858 PARIS)**

Venus leading Helen to Paris
oil on canvas
148.5 x 188cm (58 7/16 x 74in).

£10,000 - 15,000
€11,000 - 17,000

Provenance

Probably the collection of the artist
Probably his posthumous sale, 30-31 May 1859
(sold for 52 francs as *non terminé*)
With Jean François Heim, London, 1978

Literature

Possibly *Livrets* of the Salons for 1819 and 1824 (nos. 333 and 492 respectively)

Possibly C. Gabet, *Dictionnaire des Artistes de l'École Française*, Paris, 1931, p. 205 (with the measurements inverted '6p. sur 4p. 6po' and stating that it was exhibited in 1819)

Possibly M. Guyot de Fère, *Annuaire Statistique des Artistes Français*, Paris, 1836 (as exhibited in 1824)

Probably P. Burty, 'Vente de l'Atelier de Guillaume Descamps' in *Gazette des Beaux-Arts*, vol. I, 1859, p. 373

An unfinished work of this subject is mentioned as amongst the contents of the artist's studio at his death. Descamps is also known to have exhibited or submitted works of *Venus leading Helen to Paris* for the Salons of 1819 and 1824.



93 TP

PAOLO DE MATTEIS (CILENTO 1662-1728 NAPLES)

The Holy Family with the Infant Saint John the Baptist and attendant putti
oil on canvas
152.1 x 174.6cm (59 7/8 x 68 3/4in).
unframed

£12,000 - 18,000

€14,000 - 20,000

Provenance

Sale, Ansorena, Madrid, 18 December 1997, lot 210 (as Sebastiano Conca)
Private Collection, Madrid
Sale, Christie's, London, 8 July 2005, lot 75

Literature

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

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



94



95

94 †

ATTRIBUTED TO JAN JOOST VAN COSSIAU (BRED A CIRCA 1660-CIRCA 1732 MAYENCE)

An extensive classical Italianate landscape with figures by a river, a town beyond
oil on canvas
72.4 x 89.5cm (28 1/2 x 35 1/4in).

£2,500 - 3,500
€2,800 - 4,000

Provenance

Sale, Christie's, South Kensington, 4 July 2007, lot 84

95 TP

CIRCLE OF ORAZIO BORGIANNI (ROME 1578-1616)

Saint Gregory the Great
oil on canvas
183 x 102.2cm (72 1/16 x 40 1/4in).

£2,000 - 3,000
€2,300 - 3,400

A similar work, previously attributed to Francisco Herrera the Elder but now catalogued as Italian School, 17th Century, is in the Museo del Prado, Madrid (inv. no. P001311).



96

96

BALTHASAR VAN DEN BOSSCHE (ANTWERP 1681-1715)

The Sculptor's Studio
 signed and dated '* Bosche f./1712' (lower left)
 oil on canvas
 47.9 x 58.2cm (18 7/8 x 22 15/16in).

£3,000 - 5,000
 €3,400 - 5,600

97 TP

PRAGUE SCHOOL, 17TH CENTURY

Venus in the forge of Vulcan
 oil on canvas
 216 x 157.8cm (85 1/16 x 62 1/8in).
 unframed

£4,000 - 6,000
 €4,500 - 6,800

Provenance

Private Collection, Northern Italy, until 2019



97



98



99

98

AFTER JOOS VAN CLEVE, 16TH CENTURY

Portrait of a gentleman, said to be Antoine Humbelot, half-length, in a fur-trimmed robe
oil on panel, arched top
45.5 x 31.1cm (17 15/16 x 12 1/4in).
in an integral frame

£2,000 - 3,000

€2,300 - 3,400

Provenance

Private Collection, Belgium

The present work is after Joos van Cleve's original composition, dated 1536, whereabouts unknown.

99

VENETIAN SCHOOL, LATE 16TH CENTURY

Saint Veronica with Christ on the Road to Calvary
oil on canvas
64.2 x 60.2cm (25 1/4 x 23 11/16in).

£3,000 - 5,000

€3,400 - 5,600

The present work is sold with a copy of a letter from Maurizio Quartieri suggesting an attribution to Niccolò Frangipane (active Venice and the Marches, second half of 16th Century).

100

FLEMISH SCHOOL, LATE 17TH CENTURY

Mary Magdalen reading
oil on panel
52.5 x 36.4cm (20 11/16 x 14 5/16in).

£2,000 - 3,000

€2,300 - 3,400

Provenance

Acquired by the family of the present owner approximately 70 years ago



100



101

101

CIRCLE OF JAN BRUEGHEL THE ELDER (BRUSSELS 1568-1625 ANTWERP)

A wooded river landscape with a drover and his cattle on a path
oil on copper
13.1 x 18.5cm (5 3/16 x 7 5/16in).

£4,000 - 6,000
€4,500 - 6,800

102

AFTER SIR PETER PAUL RUBENS, LATE 17TH CENTURY

Saint Cecilia
oil on copper
36.5 x 28.4cm (14 3/8 x 11 3/16in).

£2,000 - 3,000
€2,300 - 3,400

The present work is a copy in reverse of Rubens's original now in the Staatliche Museen, Berlin.



102



103

103

**FOLLOWER OF SAMUEL SCOTT
(LONDON 1702-1772 BATH)**

A view of London from the River Thames
oil on canvas
62.3 x 97.4cm (24 1/2 x 38 3/8in).

£5,000 - 7,000
€5,600 - 7,900



104

104

**CIRCLE OF PIETER CASTEELS III
(ANTWERP 1684-1749 RICHMOND)**

Poppies, chrysanthemums, roses and other
flowers in a basket on a stone ledge
oil on canvas
63.7 x 76.5cm (25 1/16 x 30 1/8in).

£2,000 - 3,000
€2,300 - 3,400

105

**FOLLOWER OF PETER TILLEMANS
(ANTWERP 1684-1734 NORTON)**

A wooded landscape with figures by a river
oil on canvas
40.8 x 101.4cm (16 1/16 x 39 15/16in).

£2,000 - 3,000
€2,300 - 3,400



105

106 TP

**CIRCLE OF SAMUEL SCOTT (LONDON
1702-1772 BATH)**

A view of a coastal city with shipping in the foreground

oil on canvas

79 x 131cm (31 1/8 x 51 9/16in).

£4,000 - 6,000

€4,500 - 6,800

107

**CIRCLE OF JAN-BAPTISTE
BOSSCHAERT (ANTWERP 1667-CIRCA
1746)**

Tulips, roses, chrysanthemums and other flowers in a bronze urn

bears signature and indistinct date 'J: Morrell f ****' (lower left)

oil on canvas

82.1 x 96.8cm (32 5/16 x 38 1/8in).

unframed

£6,000 - 8,000

€6,800 - 9,000

108 TP

**JOHN WOOTTON (SNITTERFIELD 1682-
1764 LONDON)**

Drovers resting in an Italianate landscape

oil on canvas

70.6 x 129.8cm (27 13/16 x 51 1/8in).

£3,000 - 5,000

€3,400 - 5,600



106



107



108



109

109 TP

**FOLLOWER OF FRANCESCO
GIAMBATTISTA DA PONTE, CALLED
FRANCESCO BASSANO (BASSANO
1549-1592 VENICE)**

Summer: a landscape with peasants
harvesting and resting
oil on canvas
69.2 x 165.7cm (27 1/4 x 65 1/4in).

£2,000 - 3,000
€2,300 - 3,400

Provenance

Sale, Bonhams, London, 25 October 1990,
lot 1, where purchased by the present owner

The present lot is based on the popular
composition, initially by Jacopo Bassano and
known in numerous versions.

110 TP

**CIRCLE OF JUAN DE ARELLANO
(SANTORCAZ 1614-1676 MADRID)**

An Allegory of Touch
oil on canvas
124.1 x 138.1cm (48 7/8 x 54 3/8in).

£3,000 - 5,000
€3,400 - 5,600

The present work is based on one of the
series depicting *The Senses*, which is now
in the Masaveu Collection, Spain, and now
considered to be by Arellano (see: A. E.
Pérez Sanchez, *Juan de Arellano 1614-1676*,
Madrid, 1998, pp.68-69, fig. 19-22).



110

111

**NEAPOLITAN SCHOOL, LATE 17TH
CENTURY**

A cavalry skirmish before a ruined arch; and
A cavalry skirmish before ruins
a pair, oil on canvas
58.8 x 70.2cm (23 1/8 x 27 5/8in). (2)

£2,000 - 3,000
€2,300 - 3,400

Provenance

Acquired by the present owners'
grandparents with the contents of Croxall
Hall, Staffordshire, 1953



111

112

AFTER NICOLAS POUSSIN, 18TH CENTURY

The Holy Family

oil on canvas

103 x 126.2cm (40 9/16 x 49 11/16in).

unframed

£2,000 - 3,000

€2,300 - 3,400

113 TP

CIRCLE OF ANTHONIE CLAESSENS (BRUGES CIRCA 1536-1613)

An Allegory of Virtue and Vice

bears initials 'RV' (lower right)

oil on canvas

104.5 x 134.5cm (41 1/8 x 52 15/16in).

£4,000 - 6,000

€4,500 - 6,800

Provenance

Lt.-Col. W.E. Harrison, Wynchor Hall, Stafford, before 1976

Sale, Christie's, London, 27 May 1983, lot 179

With Haynes Fine Art, Broadway (according to a label on the reverse)



112



113



111



114



115

114 TP

ATTRIBUTED TO GIUSEPPE ROMANI (ACTIVE COMO, EARLY 18TH CENTURY)

An extensive rocky river landscape with soldiers resting in the foreground

oil on canvas

75.1 x 138.3cm (29 9/16 x 54 7/16in).

£2,000 - 3,000

€2,300 - 3,400

Provenance

Sale, Christie's, London, 29 January 1971, lot 41, where purchased by the present owner

115

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

A wooded landscape with travellers beside a river

oil on canvas, oval

83.5 x 63.5cm (32 7/8 x 25in).

£5,000 - 8,000

€5,600 - 9,000

Provenance

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



116

116^{TP}

FOLLOWER OF MICHELANGELO PACE CALLED DEL CAMPIDOGLIO (VITORCHIANO 1610-1670 ROME)

A bronze urn with flowers, fruit and basket of birds on a table-top
oil on canvas
123.2 x 172cm (48 1/2 x 67 11/16in).
unframed

£3,000 - 5,000
€3,400 - 5,600

117

PIETRO BARDELLINO (NAPLES 1728-1810)

The Madonna and Child
oil on copper, oval
25.2 x 19.2cm (9 15/16 x 7 9/16in).
in a carved and gilt wood frame

£6,000 - 8,000
€6,800 - 9,000



117



118

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

Diana and Callisto
oil on panel
25.6 x 35.7cm (10 1/16 x 14 1/16in).

£15,000 - 20,000
€17,000 - 23,000

Provenance

The Collection of the Dukes of Schleswig Holstein (according to the Seligmann invoice)
with K. Kocherthaler, Madrid (according to the Seligmann invoice)
Sale, Sotheby's London, 9 June 1932, lot 101 (as 'Sir P. P. Rubens', sold 120 gns to Carew)
With Jacques Seligmann et Fils, Paris, 1936
The Collection of Philippe Leclercq, Hem-lez-Lille, circa 1965
Sale, Christie's Monaco, 14 June 1996, lot 4 (as 'Follower of Rubens')
Zerboni Collection, Genoa
From whom acquired by the present owner

Exhibited

Brussels, Musées Royaux des Beaux-Arts, *Les Esquisses de Rubens*, 15 July-15 September, 1937 (as Rubens)
Brussels, Musées Royaux des Beaux-Arts, *Le Siècle de Rubens*, 1965, no. 240 (as Rubens)

Literature

Possibly G. von Ravensburg, *Rubens und die Antike*, Leipzig, 1882, p. 112
Possibly M. Rooses, *L'Oeuvre de Rubens*, Antwerp, 1892, no. 602
L. van Puyvelde, Musées Royaux des Beaux-Arts, *Les Esquisses de Rubens*, Brussels, 1937, p. 46, cat. no. 37 (as Rubens)
M. Diaz-Padrón, *Catálogo de Pinturas. Escuela Flamenca. Siglo XVII*, Madrid, 1975, p. 255, under no. 1671 (as a preparatory sketch for the work in the Prado)
Le Siècle de Rubens, Brussels, 1965, exh. cat. p. 229, no. 240 (as Rubens)
J. Held, *The Oil Sketches of Peter Paul Rubens, a critical catalogue*, Princeton 1980, vol. I, p. 324, no. 236 (2) (as a copy)



119

119 *

ENGLISH SCHOOL, 17TH CENTURY

Portrait of Henry VII, bust-length, in ermine trimmed costume bears inscription 'HENRICVS VII' (upper left and right) oil on panel
58.4 x 43.4cm (23 x 17 1/16in).

£4,000 - 6,000
€4,500 - 6,800

The present work portrays Henry later in his life, circa 1500 but the original portrait from which this work is derived is not known.



120

120

CIRCLE OF CORNELIS VAN CLEVE (ANTWERP 1520-1569)

The Madonna and Child with an apple
oil on panel
57 x 43.1cm (22 7/16 x 16 15/16in).

£8,000 - 12,000
€9,000 - 14,000



121



122



123

121

FOLLOWER OF JOHN SINGLETON COPLEY (BOSTON 1737-1815 LONDON)

Portrait of a gentleman, traditionally identified as Lord Spencer Compton (1738-1796), half-length, in a blue coat, holding a sextant oil on canvas

30.6 x 25.8cm (12 1/16 x 10 3/16in).

unframed

£1,500 - 2,000

€1,700 - 2,300

Provenance

Sale, Christie's, South Kensington, 4 December 2012, lot 287

122

GERMAN SCHOOL, 18TH CENTURY

Portrait of a lady, traditionally said to be of the Hönigswald family, bust-length, in black and white lace costume with red bows

oil on canvas

64.6 x 51.8cm (25 7/16 x 20 3/8in).

£2,000 - 3,000

€2,300 - 3,400

123

FOLLOWER OF GERARD VAN SOEST (SOEST CIRCA 1600-1681 LONDON)

Portrait of a lady, half-length, in a blue dress, within a painted oval oil on canvas, unlined

75.2 x 61cm (29 5/8 x 24in).

£3,000 - 5,000

€3,400 - 5,600



124

124

ENGLISH SCHOOL, CIRCA 1800

Portrait of lady, three-quarter-length, in a black and white dress, seated, a view to gardens and a folly beyond
oil on canvas

94.8 x 72.2cm (37 5/16 x 28 7/16in).

unframed

£1,000 - 1,500

€1,100 - 1,700

Provenance

By repute, The Collection of the Duke of Leeds, Hornby Castle, Yorkshire
Private Collection, UK

125

CIRCLE OF SIR HENRY RAEBURN R.A. (STOCKBRIDGE 1756-1823 EDINBURGH)

Portrait of a gentleman, half-length, in a black coat
oil on canvas

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

£2,000 - 3,000

€2,300 - 3,400

Provenance

With Swan Fine Art, London, where purchased by the present owner in 1996

126

ATTRIBUTED TO JOHANN FRIEDRICH AUGUST TISCHBEIN (MAASTRICHT 1750-1812 HEIDELBERG)

Portrait of a boy, half-length, in military costume
oil on canvas, unlined

42.7 x 33cm (16 13/16 x 13in).

£2,000 - 3,000

€2,300 - 3,400



125



126



127

**JOHN DOWNMAN A.R.A (DENBIGHSHIRE 1750-1824
WREXHAM)**

Portrait of Master Twisden, three-quarter-length, in a blue coat, with a white collar, beside a whippet, holding a hat, in a landscape signed and dated 'Downman/ 1793' (lower centre) and inscribed 'SIR ** TWISD**/BRADBOU****' (on dog's collar)

oil on canvas

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

£6,000 - 8,000

€6,800 - 9,000

Provenance

Private Collection, UK, for at least 40 years

A similar watercolour portrait of the sitter, signed and dated 'Downman 1794', was offered for sale at Christie's, London, 20 November 2003, lot 28 with a label stating 'Master Twisden 1794. Original. only Child of Sir John Twisden Bart of Bradbourne, whom I also drew, I painted this in Oil, large as life.'



128

FLEMISH SCHOOL, CIRCA 1700

Portrait of a lady, traditionally said to be Helena Fourment, half-length, in a black dress and a hat

oil on canvas

77.2 x 63.8cm (30 3/8 x 25 1/8in).

£6,000 - 8,000

€6,800 - 9,000

Provenance

The Spencer Family, Althorp, before 1746 (their wax seal on the reverse), by whom sold to Private Collection, UK

Literature

Catalogue of the Pictures at Althorp House, 1746, cat. no. 291, as 'A Young Lady in a Straw Hatt by Rubens'

Catalogue of the Pictures at Althorp House, 1851, cat. no. 223

K. Garlick, 'A Catalogue of Pictures at Althorp', in *Walpole Society*, vol. 45, 1974-76, cat. no. 222 (223), p. 30



129

129

ENGLISH SCHOOL, 19TH CENTURY

Boats on the river Thames, London
oil on canvas
49.2 x 97.4cm (19 3/8 x 38 3/8in).
in a Kent-style frame

£2,000 - 3,000
€2,300 - 3,400

130

GEORGE MORLAND (LONDON 1763-1804)

The Bell Inn
signed and dated 'G. Morland 1792' (lower left)
oil on canvas
30.3 x 38.1cm (11 15/16 x 15in).

£2,000 - 3,000
€2,300 - 3,400



130

131

ROBERT FREEBAIRN (LONDON 1764-1808)

An Italian landscape with monks
oil on canvas
31 x 36.2cm (12 3/16 x 14 1/4in).

£2,000 - 3,000
€2,300 - 3,400



131



132

132

JAMES WARD R.A. (LONDON 1769-1859 CHESHUNT)

The Haymakers

signed 'JWARD RA' (lower right, in ligature) and bears date '1833' (lower right)

oil on panel

56 x 74.7cm (22 1/16 x 29 7/16in).

sold together with *James Ward R.A.* by C. R. Grundy (2)

£3,000 - 5,000

£3,400 - 5,600

Provenance

Purchased from the artist by Dr Daw with Adams Gallery, London

The Collection of Robert Owen-Roberts

With the Fine Art Society, London, from whom purchased by Bernard Lyons CBE, 1955, and thence by descent

Literature

C. R. Grundy, *James Ward R.A.*, London, 1909, p. 44, no. 346

A work described as 'The Haymakers' (and a companion) was offered by a William Daw, at Christie's on 16 February 1810, lot 111.



133



134

133

FRENCH SCHOOL, CIRCA 1800

The Adoration
oil on mill board
24 x 34cm (9 7/16 x 13 3/8in).

£2,000 - 3,000

€2,300 - 3,400

134 †

FRANCIS COTES (LONDON 1726-1770)

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

£4,000 - 6,000

€4,500 - 6,800

Provenance

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



135

135 TP

ENGLISH SCHOOL, CIRCA 1740

Elegant company in the grounds of an English country house
oil on canvas
89.5 x 137.2cm (35 1/4 x 54in).

£4,000 - 6,000
€4,500 - 6,800

136

REVEREND MATTHEW WILLIAM PETERS (FRESHWATER 1741-1814 KENT)

Lydia
oil on canvas
74 x 63.1cm (29 1/8 x 24 13/16in).

£6,000 - 8,000
€6,800 - 9,000

Provenance

Humphrey Ward
Lady Cairne
Earl of Grosvenor (all according to a label on the reverse)
With Vicars Brothers, London, 1913 (according to Literature)
Stanhope Shelton, and thence by family descent, until offered
Sale, Bonhams, London, 11 July 2001, lot 14, where purchased by
the present owner

Literature

Lady V. Manners, *Matthew William Peters, RA, His Life and Work*,
London, 1913, p. 54, ill. pl. IX



136



137



138



139

137

AFTER FRANCISCO JOSÉ DE GOYA Y LUCIENTES, 19TH CENTURY

De qué mal morirà?

oil on tin

31 x 25.2cm (12 3/16 x 9 15/16in).

unframed

£3,000 - 5,000

€3,400 - 5,600

The present lot follows Goya's composition *De qué mal morirà?* from his series of engravings of *Los Caprichos* published in 1799.

138

AFTER FRANCESCO VANNI, 17TH CENTURY

Return from the Flight into Egypt

oil on canvas

117.7 x 90.4cm (46 5/16 x 35 9/16in).

unframed

£2,000 - 3,000

€2,300 - 3,400

139

CIRCLE OF GIUSEPPE BONITO (CASTELLAMMARE 1707-1789 NAPLES)

Portrait of a gentleman, three-quarter-length, in a brown coat seated at a writing desk

oil on canvas

96.2 x 80cm (37 7/8 x 31 1/2in).

£2,000 - 3,000

€2,300 - 3,400



140

140

GERMAN SCHOOL, 19TH CENTURY

Christ on the road to Calvary
oil and gold ground on canvas laid down on board
78.5 x 58.5cm (30 7/8 x 23 1/16in).
unframed

£2,500 - 3,500
€2,800 - 4,000

Provenance

Private Collection, UK, for at least 20 years

141 TP

AFTER CRISTOFANO ALLORI, 17TH CENTURY

Saint Catherine of Siena
oil on canvas
126.6 x 98.8cm (49 13/16 x 38 7/8in).
unframed

£2,000 - 3,000
€2,300 - 3,400

142

ATTRIBUTED TO GIUSEPPE ANTONIO PETRINI (CARONA 1677-1759)

Study of a geographer wearing a blue robe
oil on canvas
68.5 x 63.7cm (26 15/16 x 25 1/16in).

£3,000 - 5,000
€3,400 - 5,600



141



142



143

143

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

Interior of the Groote Kerk, Rotterdam signed '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).

£1,500 - 2,000
€1,700 - 2,300

Provenance

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

144

DUTCH SCHOOL, 17TH CENTURY

Portrait of Thomas, 2nd son of Thomas Keightley, three-quarter-length, in black costume charged with the crest of the Keightley family's coat-of-arms (on letter, lower centre) oil on canvas, oval
94.2 x 77.3cm (37 1/16 x 30 7/16in).

£4,000 - 6,000
€4,500 - 6,800

Provenance

With Fine Art Show Rooms, Dublin, where purchased by the present owner in 1971

The sitter was the second son of Thomas Keightley, a London merchant, and Rose, daughter of Thomas Evelyn of Long Ditton, Surrey. She was the first cousin of John Evelyn the diarist. The present sitter's nephew, also Thomas Keightley (1650-1719), married Frances, youngest daughter of Edward Hyde 1st Earl of Clarendon and sister of Anne Hyde who married the Duke of York, the future James II.



144



145

145 †

**ATTRIBUTED TO ANTONIE DE LORME (TOURNAI 1610-1673
ROTTERDAM)**

A church interior with elegant figures
oil on panel
66 x 83.9cm (26 x 33 1/16in).

£6,000 - 8,000
€6,800 - 9,000

Provenance

Emmet Collection, Seville, from whom purchased by
Louis Durr (1821-1880), New York, by whom given to
The New York Historical Society, USA, by whom offered
Sale, Christie's, South Kensington, 4 July 2007, lot 29

Literature

Catalogue of the Gallery of Art of The New York Historical Society,
New York, 1915, p. 112, no. D-102 (as Anthonie de Lorme with
figures by Adriaen van de Velde)

146 *

**ATTRIBUTED TO IZAAK GODYN (ANTWERP CIRCA
1660-CIRCA 1712 PRAGUE)**

Self-Portrait of the artist
inscribed 'Effigies ***** Godyn atatatis/ suae Ao *** ipsomet Depicta/
Ao 1696' (on reverse)
oil on canvas, unlined
43.1 x 35.1cm (16 15/16 x 13 13/16in).

£3,000 - 5,000
€3,400 - 5,600



146



147 TP

WORKSHOP OF GIOVANNI DI NICCOLÒ DE LUTERI, CALLED DOSSO DOSSI (SAN GIOVANNI DEL DOSSO CIRCA 1486-1542 FERRARA)

A Buffoon holding a lamb with a man holding an owl, an extensive landscape beyond
oil on canvas

104 x 153.5cm (40 15/16 x 60 7/16in).

£18,000 - 25,000

€20,000 - 28,000

Provenance

Bought by the present owner's grandfather in Rome circa 1912

The figure of the Buffoon in the present painting is taken from the work by Dosso Dossi in the Galleria Estense, Modena (inv. no. 169). The dating of the Modena painting, most probably in the d'Este collection by 1624, has been much discussed but it is broadly considered to have been executed at the outset of his career, most probably when the young Dossi was in Venice, at a moment when he was still very much influenced by Giorgione¹.

There are notable differences between the Modena work and the present composition: in the distant landscape and the tree behind the figure, in the position of the *cartiglio* and of the sheep's head. The Este buffoon appears to have been cut down although it is not clear as to how much, suggesting that the present picture may provide a possible original state for the work. Technical analysis of the present painting shows that the pigments used are consistent with a 16th century work and the dark grey preparation was used by Dossi and his studio.

Notes

1 P. Humfrey and M. Lucco, *Dosso Dossi. Court Painter in Renaissance Ferrara*, New York, 1998, exh. cat., p.88



148

JACOPO VIGNALI (PRATO VECCHIO 1592-1664 FLORENCE)

Saint James the Greater
oil on canvas, oval
102.9 x 84.5cm (40 1/2 x 33 1/4in).
unframed

£15,000 - 20,000

€17,000 - 23,000

Provenance

Probably acquired by John, 1st Lord Savile, g.c.b (1818-1896), Ambassador to Italy 1883-7, and thence by inheritance at Rufford Abbey, Nottinghamshire
Sale, Christie's, London, 18 November 1938, lot 23 (as 'G. de Crayer', for 21gns.), where purchased by Private Collection, by whom offered
Sale, Christie's, London, 8 December 2006, lot 237 (as Property of a lady)

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



149



150

149

FLEMISH SCHOOL, EARLY 18TH CENTURY, FOLLOWER OF JEAN-ANTOINE WATTEAU

A palace interior with figures feasting and dancing; and A palace interior with elegant figures dancing
a pair, oil on canvas
53.4 x 62.2cm (21 x 24 1/2in). (2)

£4,000 - 6,000

€4,500 - 6,800

The latter work follows the same composition as a signed painting by Jean Baptiste Bonnecroy, offered at Hôtel Drouot, Paris, 25 November 1985, lot 47.



149

150

PIETER CASTEELS III (ANTWERP 1684-1749 RICHMOND)

A basket of tulips, roses, poppies and other flowers on a stone ledge with peaches and grapes in the foreground; and Melons, grapes and peaches before a stone ledge and a bronze urn filled with chrysanthemums, roses, tulips and other flowers a pair, oil on canvas

75.5 x 63cm (29 3/4 x 24 13/16in). (2)

£7,000 - 10,000

€7,900 - 11,000

Provenance

The Collection of J. G. Phillimore Esq., C.M.G. by whom offered Sale, Christie's, London, 6 July 1984, lot 20
With Rafael Valls, London, where purchased by the present owner's family



150



151



152



153

151

AFTER SIR ANTHONY VAN DYCK, 18TH CENTURY

Portrait of Sir Kenelm Digby, half-length, in a black coat
oil on canvas

76.1 x 63.1cm (29 15/16 x 24 13/16in).

in a carved and giltwood Florentine frame

£1,800 - 2,500

€2,000 - 2,800

The present work is after the original, in a private collection, with variations (see: S. Barnes, N. de Poorter, O. Millar, H. Vey, Van Dyck. *A Complete Catalogue of the Paintings*, 2002, p. 505, no. IV.95).

152

CIRCLE OF GEORGE GOWER (CIRCA 1540-1596 LONDON)

Portrait of a bearded gentleman, half-length, in a buff jerkin with a
white lawn collar

oil on canvas

70 x 61.2cm (27 9/16 x 24 1/8in).

£3,000 - 5,000

€3,400 - 5,600

153

ENGLISH SCHOOL, CIRCA 1604

Portrait of a lady, said to be Elizabeth, daughter of Thomas Martin,
half-length, in a black dress with a white lace ruff and holding a pair
of gloves

inscribed and dated 'ANO DNI 1604/AETATIS SUA 38' (upper right)
oil on panel

65.8 x 54cm (25 7/8 x 21 1/4in).

£3,000 - 5,000

€3,400 - 5,600



154

154

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

King David playing the harp
oil on panel (the reverse stamped with the brand of the Antwerp panel-maker's guild)
47.3 x 62.6cm (18 5/8 x 24 5/8in).

£6,000 - 8,000
€6,800 - 9,000

The present composition follows Rubens's original tapestry design which is now in the Barnes Foundation, Philadelphia (acc. no. BF812).

155

GERMAN SCHOOL, 17TH CENTURY

Portrait of Agnes Elizabeth Grafın du Stolberg (1600 – 1651)
bears inscription 'Agnes/ Elisabeth/ Gräfin zu Stolberg/ Geb: Gräfin zu/ Barby' (on the reverse)
oil on copper, oval
14.4 x 11.4cm (5 11/16 x 4 1/2in).

£2,000 - 3,000
€2,300 - 3,400

Provenance

The collection of the descendants of Count Christian Friedrich of Stolberg-Wernigerode
Private Collection, Germany
Sale, Lempertz, Cologne, 23 September 2015, lot 4



155



156



157



158

156

ATTRIBUTED TO LODEWIJK DE VADDER (GRIMBERGEN 1605-1655 BRUSSELS)

A wooded landscape with huntsmen and their dogs on a track
remains of signature (lower left)

oil on canvas

99.5 x 87.5cm (39 3/16 x 34 7/16in).

£2,500 - 3,500

€2,800 - 4,000

Provenance

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

The figures are by another hand, possibly Lambert de Hondt (1620-1665).

157

ATTRIBUTED TO FRANS BREYDEL (ANTWERP 1679-1750)

Bandits ambushing a carriage on a country track

oil on canvas

81.6 x 65cm (32 1/8 x 25 9/16in).

£3,000 - 5,000

€3,400 - 5,600

Provenance

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

158

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

A drover with his herd in a rocky landscape

oil on canvas laid down on panel

38.2 x 27.2cm (15 1/16 x 10 11/16in).

£2,000 - 3,000

€2,300 - 3,400



159

159

**CIRCLE OF CHRISTOFFEL JACOBSZ. VAN DER LAMEN
(BRUSSELS/ ANTWERP CIRCA 1606-1652 ANTWERP)**

Elegant figures dining and making music in a landscape

oil on panel

47.6 x 64.1cm (18 3/4 x 25 1/4in).

£2,000 - 3,000

€2,300 - 3,400

A similar composition, with an additional female figure on the left, was offered at Koller, Zurich, 30 March 2011, lot 79.

160

ADRIAEN JANSZ. VAN OSTADE (HAARLEM 1610-1685)

A peasant woman

bears initials 'AO' (centre left)

oil on canvas with paper additions

16.4 x 13.8cm (6 7/16 x 5 7/16in).

£6,000 - 8,000

€6,800 - 9,000

Provenance

The Collection of Charles T. D. Crews, London, before 1907

His sale, Christie's, 1 July 1915, lot 57 (8.8gns to Evans)

With Salomon Pynappel, London, 1960, where purchased by the present owner's father

Literature

C. Hofstede de Groot, *A Catalogue Raisonné of the Works of the Most Eminent Dutch Painters of the Seventeenth Century*, London, 1907, vol. III, p. 418, no. 905



160

We are grateful to Dr. Bernhard Schnackenburg for confirming the attribution to Adriaen van Ostade on the basis of a colour photograph. He has suggested a date between 1650 and 1670.



161



162

161

DUTCH SCHOOL, 17TH CENTURY

Portrait of Erick Dimmer and three other figures, all bust-length
oil on canvas
49.5 x 77.2cm (19 1/2 x 30 3/8in).

£3,000 - 5,000

€3,400 - 5,600

Provenance

Walter P. Chrysler Museum, Norfolk, Virginia
Sale, Christie's, New York, 12 January 1978, lot 11 (as Attributed to
Michiel van Miereveldt)
The Collection of Madame Carven
Sale, Tajan, Paris, 19 December 2001, lot 111

The portrait at the far left shows Erick Dimmer and is based on
Michiel van Miereveldt's portrait of him now in the Radishchev Art
Museum, Saratov. Dimmer acted as a councillor for Phillips van
Hohenlohe and Maria van Nassau, then later Princes Maurits and
Frederik Hendrik. In 1581 he married Dorothea Duyn in The Hague.

162

DUTCH SCHOOL, 17TH CENTURY

Portrait of a boy, half-length, in a green coat holding flowers
bears signature 'Sc***k' (lower right)
oil on panel
51.6 x 41.7cm (20 5/16 x 16 7/16in).

£4,000 - 6,000

€4,500 - 6,800



163

163 TP

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

Christ in the house of Simon the Pharisee
oil on canvas
117.1 x 151cm (46 1/8 x 59 7/16in).

£8,000 - 12,000
€9,000 - 14,000

The present work is based on Rubens's original, now in The Hermitage, Saint Petersburg, with the omission of the two standing figures far left.

164

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

Portrait of a lady, half-length, in black costume with a white collar and headdress
inscribed and dated 'Ao. 1618.' (upper right)
oil on panel, charged with the sitter's coat-of-arms (upper right)
68.7 x 56.8cm (27 1/16 x 22 3/8in).

£4,000 - 6,000
€4,500 - 6,800



164



165



166

165

CIRCLE OF FERDINAND VAN KESSEL THE ELDER (ANTWERP 1648-1696 BREDA)

A musical gathering of cats
oil on copper
14 x 17.1cm (5 1/2 x 6 3/4in).

£5,000 - 7,000

€5,600 - 7,900

The present composition was repeated on numerous occasions and is believed to have been invented by Ferdinand van Kessel.

166

ALIDA WITHOOS (AMERSFOORT CIRCA 1660-1730)

Tulips, chrysanthemums, honeysuckle, convolvulus and other flowers at the foot of a tree, a view to a park landscape beyond signed 'Alida:Withoos' (lower left)
oil on canvas
110 x 94.5cm (43 5/16 x 37 3/16in).

£6,000 - 8,000

€6,800 - 9,000

Provenance

With Alan Jacobs Gallery, London, 1973
Sale, Bonhams, London, 13 December 1979, lot 124



167

167 TP

GODEFRIED BOCHOUTT (ACTIVE BRUGE, 1659-1666)

Vanitas still life with a poem concerning the death of Charles I signed 'Godtfrdes van Bochou**' and extensively inscribed and dated 'anno. 1668' (on documents, lower right)

oil on canvas

83 x 164cm (32 11/16 x 64 9/16in).

£8,000 - 12,000

€9,000 - 14,000

Provenance

Private Collection, Belgium, for at least 30 years

According to the RKD, Fred Meijer confirmed the attribution to Bouchoutt (private communication with the owner, in 2006).

168 *

STUDIO OF OTTO MARSEUS VAN SCHRIECK (NIJMEGEN 1619-1678 AMSTERDAM)

Forest floor still life with butterflies and a lizard

oil on canvas

69.5 x 54.3cm (27 3/8 x 21 3/8in).

£5,000 - 7,000

€5,600 - 7,900

Provenance

Sale, Ader, Paris, 5-6 December, 1958 (according to Literature)
With Leonard Koetser, 1960

Literature

S. Steensma, *Otto Marseus van Schrieck. Leben und Werk*, Hildesheim, 1999, p. 153, cat. no. B1.94, ill. 119

The present composition is a variation on Schrieck's prime version previously in the Gemäldegalerie, Dresden (inv. no. 1613). Steensma lists at least four other versions, including the present work (*op.cit.*, p. 153).



168



169

169

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).

£2,000 - 3,000

€2,300 - 3,400

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)

170

AFTER GABRIEL METSU, 18TH CENTURY

A gentleman writing a letter at a draped table in an interior
bears signature 'C. BUSSCHOP' (lower right)
oil on canvas
56.1 x 43.3cm (22 1/16 x 17 1/16in).

£2,000 - 3,000

€2,300 - 3,400

Provenance

Collection of Madame Louise Forest and thence by descent
(according to a label on the reverse)
Sale, Bonhams, London, 7 December 2005, lot 39, where purchased
by the present owner

The present composition is after Metsu's original painting in the collection of Sir Alfred Beit, Russborough House, Blessington.



170



171

**ABRAHAM HENDRICKSZ. VAN BEYEREN (THE HAGUE
1620-CIRCA 1690 OVERSCHIE)**

Grapes and a peeled lemon in a basket with bread, dressed crab and a *roemer* of wine on pewter plates, together with a gilt cup and cover, and a pewter flagon upon a draped table-top
oil on panel

84 x 114.3cm (33 1/16 x 45in).

unframed

£8,000 - 12,000

€9,000 - 14,000

Provenance

With Julius Böhler, Munich, before 1929

Friedrich Frey-Fürst, The Bürgenstock Collection, Switzerland and by descent to his son

Fritz Frey, by whom offered

Sale, Sotheby's, London, 11 December 1996, lot 76 (sold for £75,000)

Literature

F. Frey, *Bürgenstock*, 1967, pp. 92-3

Dr. Fred Meijer confirmed the attribution to van Beyeren at the time of the Sotheby's sale and suggested that this is an early work from the late 1640s.

The present work formed part of a collection, offered at Sotheby's 11 December 1996, which hung in three luxurious hotels overlooking Lake Lucerne known as the Bürgenstock. The collection was assembled by Friederich Frey-Fritz, who purchased the Bürgenstock in 1925, over a period of around 20 years.



172 TP

CIRCLE OF ACISCLO ANTONIO PALOMINO DE CASTRO Y VELASCO (BUJALANCE 1655-1726 MADRID)

The Immaculate Conception

oil on canvas, unlined

206 x 146.2cm (81 1/8 x 57 9/16in).

£8,000 - 12,000

€9,000 - 14,000

Provenance

Acquired in Spain in the 19th Century, and by descent to the present owner.



173 TP

GIOVANNI BATTISTA VANNI (FLORENCE 1600-1660 PISTOIA)

The Madonna and Child with an angel
oil on canvas
122.9 x 98.7cm (48 3/8 x 38 7/8in).
unframed
with inventory no. '343' (stencilled on the reverse)

£10,000 - 15,000
€11,000 - 17,000

Provenance

Sale, Christie's, London, 7 July 2006, lot 202 (sold for £50,000)

Literature

L. Salerno, 'Caravaggio e i caravaggeschi', *Storia dell'Arte*, 1970, 7-8, p. 246, fig. 3
F. Baldassari, 'Giovanni Battista Vanni', *Il Seicento Fiorentino. Arte a Firenze da Ferdinando I a Cosimo III. Biografie*, exh. cat., Florence, 1986, p. 179

At the time of the 2006 sale, Francesca Baldassari confirmed the attribution to Vanni based on first-hand inspection of the painting.



174



175

174

WILLIAM SARTORIUS (ACTIVE BRITAIN, 1730-1740)

Peaches, pears and grapes in a basket with a melon and a monkey on a stone ledge
signed 'W: Sartorius fecit.' (on stone ledge, lower right)
oil on canvas
63.6 x 72.2cm (25 1/16 x 28 7/16in).

£5,000 - 7,000

€5,600 - 7,900

Provenance

With Paul Larsen, London, December 1967

175 *

ATTRIBUTED TO MATHER BROWN (BOSTON 1761-1831 LONDON)

Portrait of Lieutenant-General Richard England, half-length, in military uniform
oil on canvas
91.2 x 71cm (35 7/8 x 27 15/16in).

£2,000 - 3,000

€2,300 - 3,400

Lieutenant-General Richard James England (1745-1812) spent much of his military career in North America. He fought at the Battle of Bunker Hill (1775) and at the Battles of Saratoga during the American Revolutionary War where he was taken prisoner. He married Anne O'Brien by whom he had three children and died in London in 1812.

176

**JAMES WARD R.A. (LONDON 1769-1859
CHESHUNT)**

A sheep and a shorn fleece
signed with initials 'JWD RA' (lower left) and
'IWRA' branded on stretcher
oil on canvas, unlined
25.8 x 33.5cm (10 3/16 x 13 3/16in).

£1,500 - 2,000
€1,700 - 2,300

Provenance

The Collection of Peter Cochrane, before
1955

Literature

B. Taylor, *Animal painting in England*,
Middlesex, 1955. p. 66, ill., pl. IV

Exhibited

Arts Council of Great Britain, *James Ward
1769-1859*, 1960, cat. no. 52

Ward **exhibited** a similar work, *Sheep-
shearing: Taking off their clothes* at the Royal
Academy in 1846, cat. no. 354.

177 TP

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

Portrait of a lady, traditionally identified as
Elizabeth, wife of Bishop Andrew Downe,
three-quarter-length, seated in a blue dress
bears signature, date and inscription 'ELIZ.
WILSON/Wife of/ W/ The Revd. AND.
DOWNE/ AETAT. XXXV/ L.F. Abbott Pinx/
1786' (on the reverse, possibly transcribed
from original canvas)
oil on canvas
128.1 x 101.8cm (50 7/16 x 40 1/16in).

£2,000 - 3,000
€2,300 - 3,400

Provenance

Sale, Sotheby's, London, 23 March 1960,
lot 41
With Swan Fine Art, London, where
purchased by the present owner in 2000



176



177



178



179

178 *

AFTER JOHN MAURER, 19TH CENTURY

View of Buckingham House in St. James's Park; and View of the Mall in St. James's Park
a pair, oil on canvas
53.3 x 75.6cm (21 x 29 3/4in). (2)

£7,000 - 10,000

€7,900 - 11,000

Provenance

With W. Russell Button Inc, Michigan, USA (according to labels on the reverse)

Both the *View of Buckingham House in St. James's Park* and the *View of the Mall in St. James's Park* are after the original compositions by John Maurer which were engraved by various artists in the 18th century.



178

179

JOHN COLLET (LONDON 1725-1780)

Tight lacing, or, Fashion before ease; and The Triple Plea

the former signed 'J^o Collet' (lower left)

a pair, oil on canvas

34.9 x 26.4cm (13 3/4 x 10 3/8in). (2)

£3,000 - 5,000

€3,400 - 5,600

Engraved

Published by Bowles and Carter

The London artist John Collet (or Collett) was best known for his humorous subjects often depicting scenes of debauchery, low life and social weakness which sought to imitate William Hogarth. Although he never received the acclaim of the more famous artist he could on occasion display originality combined with a degree of technical precision.



179



180



181

180

CIRCLE OF ANDREA APPIANI (MILAN 1754-1817)

An allegory of the infant Napoleon
oil on canvas
47.6 x 59.6cm (18 3/4 x 23 7/16in).
unframed

£3,000 - 5,000

€3,400 - 5,600

The present composition which incorporates Mars and Fortune is part of a tradition of allegorical depictions of Napoleon which was popular during his lifetime, such as Antoine François Callet's *Allegory of the Battle of Austerlitz*, Giuseppe Bossi's *Allegory of Napoleon as the Victor of Austerlitz*, Dominic Doncre's *Allegory of the Peace of Arras*, and Andrea Appiani's *Allegory on the Peace of Pressburg*. The rocking horse is no doubt intended to represent the French Emperor's favourite grey Arabian, Marengo.

181

JOACHIM FRANZ BEICH (RAVENSBURG 1665-1748 MUNICH)

A figure on horseback with a drover in a stormy landscape
signed with monogram 'JFB' (lower right)
oil on canvas
99.3 x 73.3cm (39 1/8 x 28 7/8in).

£3,000 - 5,000

€3,400 - 5,600



182



183

182

ATTRIBUTED TO EMILIO BURCI (FLORENCE 1811-1877)

The interior of the Camposanto of Pisa
oil on cherry wood
36.5 x 51.8cm (14 3/8 x 20 3/8in).

£4,000 - 6,000
€4,500 - 6,800

The Camposanto was decorated with frescoes by Taddeo Gaddi and Benozzo Gozzoli, among others, but these were destroyed in a fire during the Second World War. This panel is a record of the lost interior, when it was much visited by Grand Tourists. Emilio Burci studied at the Accademia in Florence and made his name as a *vedutista*.

183

AMERICAN SCHOOL, 19TH CENTURY

Huntsmen in an extensive landscape with water buffalo, ducks and herons
oil on panel
53.2 x 80.8cm (20 15/16 x 31 13/16in).

£2,000 - 3,000
€2,300 - 3,400



184



185



186

184

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

Venus and Adonis
oil on panel
23.2 x 19.5cm (9 1/8 x 7 11/16in).

£2,000 - 3,000
€2,300 - 3,400

185

FRENCH SCHOOL, EARLY 19TH CENTURY

Portrait of a boy, in a white shirt and looking over his shoulder
oil on canvas, unlined
44.8 x 36.1cm (17 5/8 x 14 3/16in).

£2,000 - 3,000
€2,300 - 3,400

186

ALIDA WITHOOS (AMERSFOORT CIRCA 1660-1730)

Roses, lilies, daisies and other flowers in a vase
signed 'Alida: withoos' (lower left)
oil on canvas
57.3 x 44.6cm (22 9/16 x 17 9/16in).

£4,000 - 6,000
€4,500 - 6,800



187

187

CIRCLE OF NOEL HALLE (PARIS 1711-1781)

An interior with a mother and her children
oil on canvas
92.3 x 74.2cm (36 5/16 x 29 3/16in).

£3,000 - 5,000
€3,400 - 5,600

188

GERMAN SCHOOL, 1834

Two hanging dead partridges
signed and dated 'Mr AFR 1834' (on tag, centre right)
oil on canvas
56.2 x 46.7cm (22 1/8 x 18 3/8in).

£2,000 - 3,000
€2,300 - 3,400

189

AFTER JAN MORTEL, EARLY 18TH CENTURY

Peaches, plums and grapes with ears of corn hanging above a forest floor with snails
oil on canvas
54.8 x 38.5cm (21 9/16 x 15 3/16in).

£4,000 - 6,000
€4,500 - 6,800

Provenance

Bought by the present owner's father approximately 40 years ago

The present composition is after Mortel's still life which is now at the Ashmolean Museum, Oxford, as part of the Ward bequest (acc. no. WA1940.2.60)



188



189



190



191

190

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

A concert of cats with monkeys and an owl
oil on panel
27.5 x 32cm (10 13/16 x 12 5/8in).

£2,500 - 3,000
€2,800 - 3,400

The present work is after Teniers's original now in the Alte Pinakothek, Munich.

191 TP

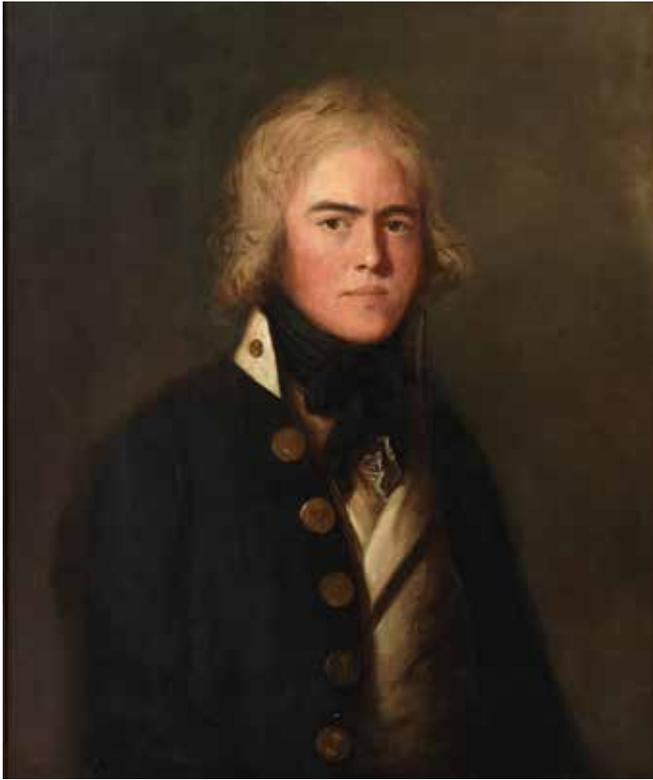
CIRCLE OF BENJAMIN WEST (PENNSYLVANIA 1738-1820 LONDON)

Portrait of a gentleman and a young boy, possibly members of the Littleton family, three-quarter-length, seated before a landscape
oil on canvas
107 x 86.2cm (42 1/8 x 33 15/16in).

£3,000 - 5,000
€3,400 - 5,600

Provenance

Possibly the collection of John Obadiah Westwood (according to a label on the reverse)



192

192

CIRCLE OF THOMAS HICKEY (DUBLIN 1741-1824 MADRAS)

Portrait of a gentleman, said to be Commander David Chambers RN, half-length, wearing naval uniform bears signature and date 'T. Hickey/ 1794' (lower left) oil on canvas

77 x 63.2cm (30 5/16 x 24 7/8in).

£2,500 - 3,500

€2,800 - 4,000

193

ENGLISH SCHOOL, CIRCA 1800

Portrait of an artist

oil on canvas

77.6 x 63.5cm (30 9/16 x 25in).

£3,000 - 5,000

€3,400 - 5,600

194

CIRCLE OF DANIEL GARDNER (KENDAL CIRCA 1750-1805 LONDON)

Portrait of a gentleman, three-quarter-length, in a blue coat and a buff waistcoat

oil on canvas

88.6 x 68cm (34 7/8 x 26 3/4in).

£1,500 - 2,000

€1,700 - 2,300

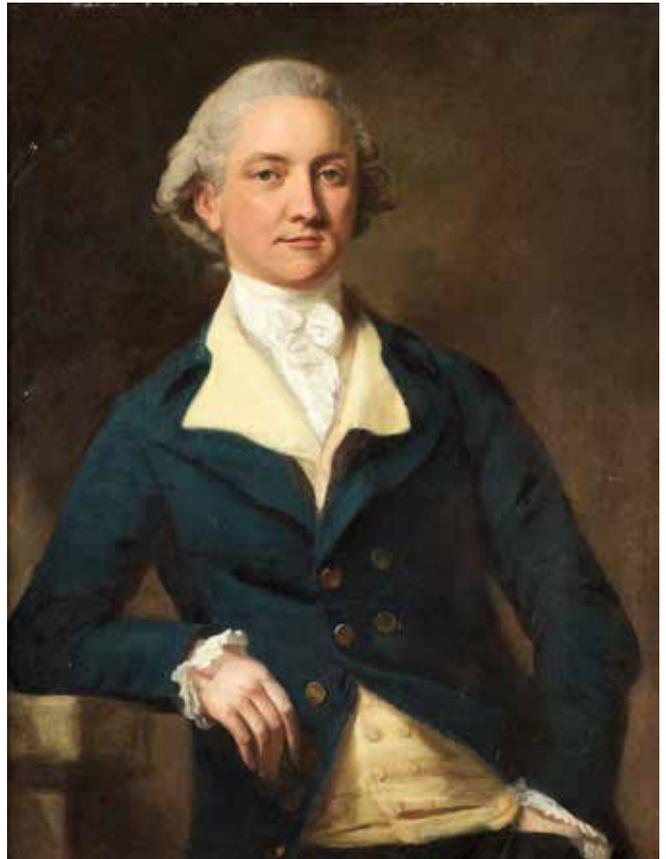
Provenance

Sale, Sotheby's, London, 3 October 2007, lot 6

The Collection of Gary Barlow, Oxfordshire



193



194



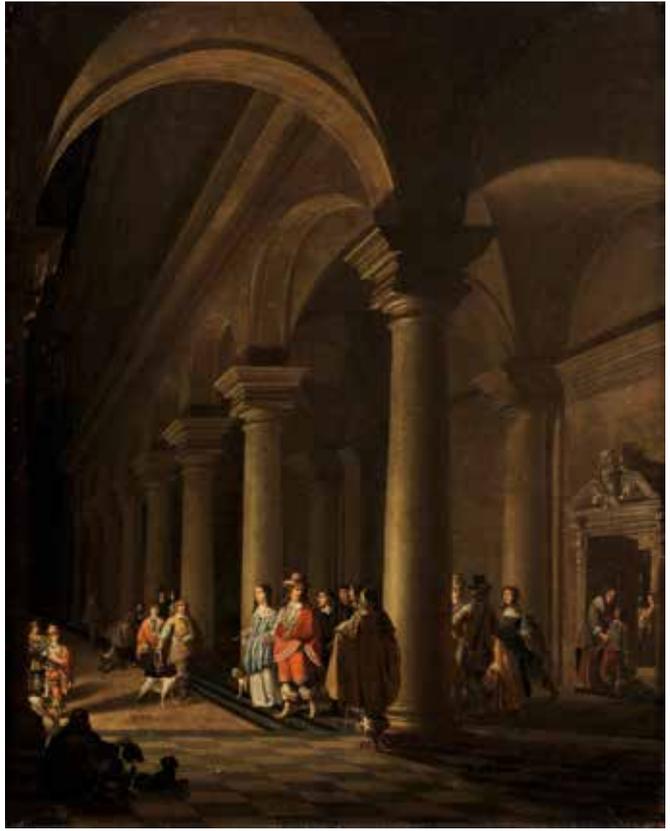
195

195
**CIRCLE OF JAN ANTHONISZ. VAN RAVESTEYN (THE HAGUE
CIRCA 1570-1657)**

Portrait of a lady, bust-length, in black costume and white ruff
indistinctly dated 'AEtatis/ Ao. 161*' (upper right)
oil on panel, a fragment
56.6 x 43.2cm (22 5/16 x 17in).

£5,000 - 7,000
€5,600 - 7,900

Provenance
Sale, Bonhams, London, 17 July 1980, lot 99



196

196 *
**ATTRIBUTED TO ANTONIE DE LORME (TOURNAI 1610-1673
ROTTERDAM)**

Elegant figures in a church interior
oil on panel
86.6 x 69.8cm (34 1/8 x 27 1/2in).

£3,000 - 5,000
€3,400 - 5,600

Provenance
Possibly, with Julius Bohler Kunsthandlung, Munich, 1963



197 TP

HEINRICH LIHL (OSTROV 1690-CIRCA 1756 RASTATT)

A wild cat with a pheasant and a fox in a landscape

oil on canvas

145.5 x 165.3cm (57 5/16 x 65 1/16in).

£4,000 - 6,000

€4,500 - 6,800

Provenance

Rastatt Inventar, 1772, p. 188 (according to literature)

Literature

G.F. Kircher, *Zähringer Bildnissammlung, Im Neuen Schloss zu Baden, Karlsruhe*, 1958, pp. 177-8, no. 890



198

FRANCIS WHEATLEY R.A. (LONDON 1747-1801)

A farmyard scene with horse and cart and pigs

oil on canvas

61.3 x 76.2cm (24 1/8 x 30in).

£2,000 - 3,000

€2,300 - 3,400

Provenance

With J. Leger, London, 1930

A. Kay, Regents Terrace, Edinburgh

Sale, Sotheby's, London, 7 July 1982, lot 81

Dr. M. T. Schmitz, Whitehall, Cork

Works on Paper



199

199

ATTRIBUTED TO JACOPO PALMA IL VECCHIO (SERINA CIRCA 1479-1528 VENICE)

Study of three heads
pen and ink on paper
7.7 x 13.7cm (3 1/16 x 5 3/8in).
unframed

£1,000 - 1,500
€1,100 - 1,700

200 *

CIRCLE OF JACOPO DI GIOVANNI DI FRANCESCO, CALLED JACONE (FLORENCE 1495-1553)

A male nude leaning on a plinth (*recto*); and A standing male figure holding a book, and a further head study of Leonardo da Vinci(?) (*verso*)
bears inscription 'Rafaello' (upper right) and further indistinct inscription (upper right) red chalk (*recto*) and pen and brown ink and wash (*verso*), on paper right-hand corners made up and extremities lacking
38.8 x 20.4cm (15 1/4 x 8 1/16in).

£2,000 - 3,000
€2,300 - 3,400



200



201

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

A drapery study
bears signature 'di Paulo Veronese' (lower right)
black chalk, heightened with white, on blue paper
30.6 x 20.2cm (12 1/16 x 7 15/16in).

£5,000 - 8,000
€5,600 - 9,000

Provenance

Sale, Sotheby's, London, 25 June 1970, lot 3
Sale, Sotheby's, New York, 26 January 2000, lot 23

Literature

R. Cocke, *Veronese's Drawings*, London, 1984, p. 314, cat. no. 140,
ill. (as Attributed to)



202

202

ATTRIBUTED TO JACOB DE WIT (AMSTERDAM 1695-1754)

Two putti
coloured chalks on laid paper
22.7 x 31cm (8 15/16 x 12 3/16in).

£2,000 - 3,000
€2,300 - 3,400

Provenance

Private Collection, The Netherlands, for at least 30 years

The present work can be compared to a signed work offered at Sotheby's, Amsterdam on 14 November 2006, lot 158.

203

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

The Madonna and Child with Saints
pen, ink and wash on laid paper, heightened by white, incised for transfer
40.2 x 32.9cm (15 13/16 x 12 15/16in).

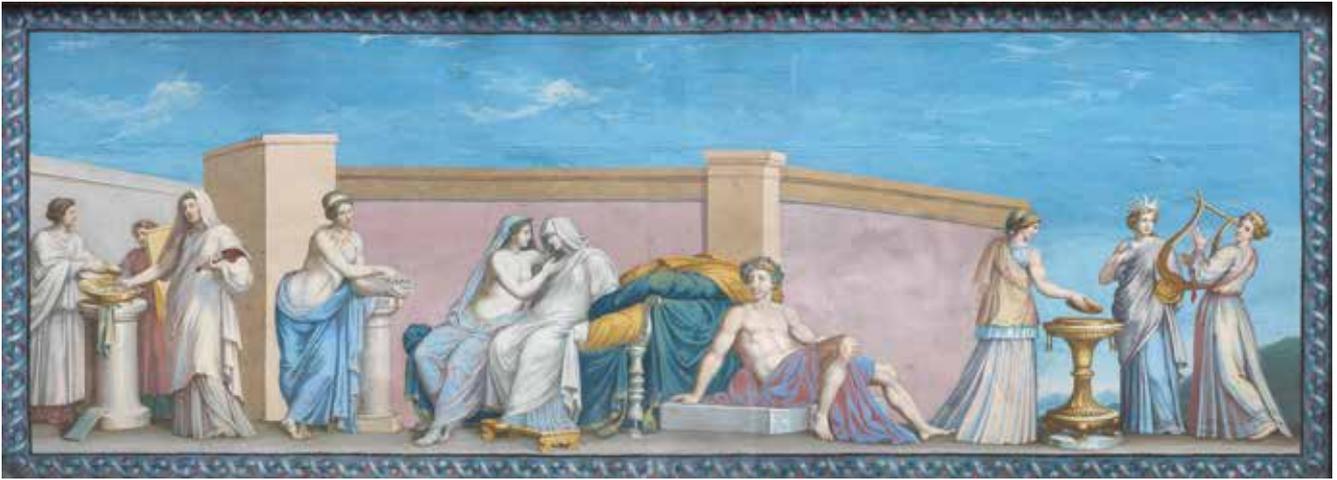
£2,000 - 3,000
€2,300 - 3,400

Provenance

By repute, Collection of Joseph von Aken (circa 1699-1749)
Possibly, sale, Sotheby's, 1919 or 1920
Collection of A.B. Triggs, UK
With E Parsons and Sons, London, where purchased by the family of the present owner



203



204



205

204

ITALIAN SCHOOL, CIRCA 1800

The Aldobrandini Wedding

gouache over etched outline on several joined sheets of laid paper
29.5 x 81cm (11 5/8 x 31 7/8in).

£2,000 - 3,000

€2,300 - 3,400

205

PRINCE ALBERICO DI BARBIANO DI BELGIOJOSO (MILAN 1725-1813)

Portrait of a gentleman, bust length, turned to the left
signed and dated 'Albericus/ Belgiojosius/ se ipse delin./ 1753'
(lower left)

black and red chalk on paper, pen and brown ink framing lines
15 x 12.8cm (5 7/8 x 5 1/16in).

together with 3 others by the same hand - 1 depicting Francesco
Croce (architect to Prince Antonio di Barbiano di Belgiojoso)
and Eustachio Buglieni (secretary to Prince Antonio di Barbiano
Belgiojoso) (4)

£3,000 - 5,000

€3,400 - 5,600

Provenance

Presumably the artist and thence by descent to
the Calvi-Bottagisio family, Lombardy



206

206 *

GIOVANNI PAOLO PANINI (PIACENZA 1691-1765 ROME)

Figures in an architectural *capriccio*
 remains of signature (on rock, lower right) and indistinct collector's
 mark lower left
 pen, ink and wash on paper
 24.2 x 35.2cm (9 1/2 x 13 7/8in).

£3,000 - 5,000
 €3,400 - 5,600

Provenance
 Sir Thomas Lawrence (Frits Lugt 2445)

Another version, signed and dated 1762, is in the Albertina, Vienna.

207 *

CIRCLE OF FRANÇOIS BOUCHER (PARIS 1703-1770)

Study of the head of a man
 red chalk on laid paper
 23.2 x 19.2cm (9 1/8 x 7 9/16in).

£800 - 1,200
 €900 - 1,400

Provenance
 With Meatyard Gallery, London, where acquired by the present
 owner's family in the 1950s



207



208

Lots 208-216 are from a Private Collection and show views painted by John Varley in the environs of Polesdon Lacey in Surrey. Varley first visited Polesdon Lacey to sketch in 1800 with Dr Monro, but he is later thought to have taught the daughters of Joseph Bonsor who lived at Polesdon from 1824. Bonsor bought the house and immediately demolished it, commissioning Thomas Cubitt to build a new house which is the basis of Polesdon Lacey as we know it today (see lot 214).

The present group, with the exception of lots 214 and 215, came to the present owners by descent through the Bonsor Family.



209

208

JOHN VARLEY OWS (LONDON 1778-1842)

View across fields to Box Hill, Surrey
watercolour on laid paper
28 x 46cm (11 x 18 1/8in).

£2,000 - 3,000
€2,300 - 3,400

209

JOHN VARLEY OWS (LONDON 1778-1842)

A walled pond, Polesdon Lacey
watercolour on wove paper
25.5 x 35.5cm (10 1/16 x 14in).

£1,000 - 1,500
€1,100 - 1,700



210

210

JOHN VARLEY OWS (LONDON 1778-1842)

Sportsmen on a track among trees
watercolour on wove paper
26 x 36cm (10 1/4 x 14 3/16in).

£1,200 - 1,800
€1,400 - 2,000



211

211

JOHN VARLEY OWS (LONDON 1778-1842)

A boy driving sheep past a gatehouse, Polesdon Lacey signed and dated 'J. Varley/ 1831' (lower right) pencil and watercolour on wove paper 25.5 x 36cm (10 1/16 x 14 3/16in).

£800 - 1,200
€900 - 1,400

212

JOHN VARLEY OWS (LONDON 1778-1842)

Figures by a gatehouse pencil and watercolour on wove paper 26 x 39cm (10 1/4 x 15 3/8in).

£1,500 - 2,000
€1,700 - 2,300



212

213

JOHN VARLEY OWS (LONDON 1778-1842)

Figures by a gatehouse watercolour on laid paper 27.5 x 47.2cm (10 13/16 x 18 9/16in).

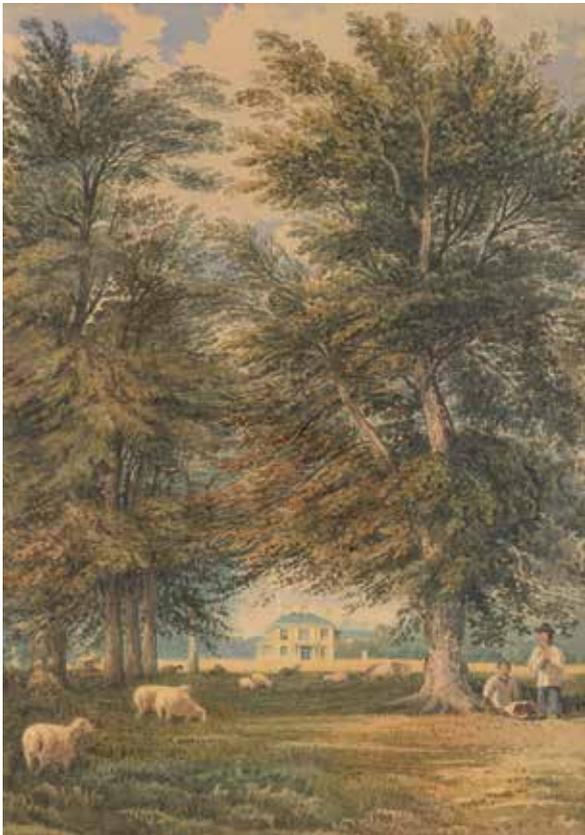
£2,000 - 3,000
€2,300 - 3,400



213



214



215

214

JOHN VARLEY OWS (LONDON 1778-1842)

A view of the south front of Polesdon Lacey, Surrey
signed 'J. Varley' (lower right)
pencil and watercolour on wove paper
25 x 35.5cm (9 13/16 x 14in).

£1,200 - 1,800
€1,400 - 2,000

Provenance

Sale, Sotheby's, London, 19 March 1970, lot 156

This view is an important early record of the house designed by Thomas Cubitt for Joseph Bonsor to replace the 17th century building that preceded it; it shows Polesden Farm in the foreground.

215

JOHN VARLEY OWS (LONDON 1778-1842)

A view of Polesdon Lacey from parkland with shepherds and sheep
in the foreground
pencil and watercolour on wove paper
36 x 26cm (14 3/16 x 10 1/4in).

£700 - 1,000
€790 - 1,100

216

JOHN VARLEY OWS (LONDON 1778-1842)

Polesdon Lacey seen from the park with figures in the foreground
pencil and watercolour on wove paper
25 x 36cm (9 13/16 x 14 3/16in).

£1,500 - 2,000
€1,700 - 2,300

Provenance

With Appleby Bros, London, before 1966,
from whom acquired by the family of the
present owners



216

217

JOHN SELL COTMAN (NORWICH 1782-1842 LONDON)

A river landscape with a ruined castle
pencil, watercolour and bodycolour on grey
wove paper, watermark BE & S 1828
25.4 x 31.6cm (10 x 12 7/16in).

£1,500 - 2,000
€1,700 - 2,300

Provenance

Sale, Sotheby's, London, 17 November
1983, lot 103
With Nicholas Bowlby, Tunbridge Wells
(according to a label on the reverse)



217

218 *

GEORGE ROMNEY (BECKSIDE 1734-1802 KENDAL)

Study for figures
black and brown ink on paper
14.2 x 20.2cm (5 9/16 x 7 15/16in).
together with 3 other figure studies by the
same hand (4)

£4,000 - 6,000
€4,500 - 6,800

Provenance

By repute, The Wedgwood Family
Private Collection, USA



218



219



220

219

JOHN SELL COTMAN (NORWICH 1782-1842 LONDON)

On the River Wye at Chepstow
signed and dated 'J.S. Cotman/ 1801' (lower right) and signed,
dated and inscribed on the reverse 'Chepstow,/ J.S. Cotman/ 1801.'
(on verso)
watercolour over pencil heightened with stopping out and gum arabic
on wove paper laid down on card
15.9 x 26.5cm (6 1/4 x 10 7/16in).

£2,000 - 3,000
€2,300 - 3,400

Provenance

Sale, Sotheby's, London, 16 July 1981, lot 106
Sale, Sotheby's, London, 21 March 2002, lot 190 (as Property of a
Gentleman)

220

JOHN SELL COTMAN (NORWICH 1782-1842 LONDON)

Chepstow Castle
inscribed and numbered 'Chepstow Castle/ 15' (on verso)
watercolour with stopping out
29.6 x 23.1cm (11 5/8 x 9 1/8in).

£2,000 - 3,000
€2,300 - 3,400

Provenance

Derek Clifford
With Stanhope Shelton, Suffolk (according to inscription on the reverse)
Sale, Bonhams, London, 12 June 2003, lot 629

Cotman set off for Wales from Bristol late in June 1800 making drawings of Caldicot, Chepstow and Goodrich castles before going on to Brecknock and Conway where he was to join Sir George Beaumont and a group of young artists he had gathered together to study landscape drawing. A pen and wash view of the river Wye at Chepstow by Cotman bearing the number '13' in brown ink verso was offered at Sotheby's on 13 March 1980, lot 64.

221

**PETER DE WINT OWS (STAFFORDSHIRE
1784-1849 LONDON)**

Windsor and Eton
watercolour with scratching out on wove
paper
15.5 x 44.5cm (6 1/8 x 17 1/2in).



221

£1,000 - 1,500
€1,100 - 1,700

Provenance

With Thomas Agnew & Son, London
Private Collection, UK
Sale, Bonhams, London, 23 September
2008, lot 65, where purchased by the father
of the present owner

222 *

ITALIAN SCHOOL, 19TH CENTURY

The Aldobrandini Wedding; and Deianeira
and the Centaur (?)
a pair, gouache on laid paper
the former 37 x 71cm (14 9/16 x 27 15/16in).
and the latter 37 x 74 cm (14 9/16 x 29 1/8
in) (2)



£2,000 - 3,000
€2,300 - 3,400

The former is after a Roman fresco in the
Vatican.



222



223

**FOLLOWER OF JACOB PEETERS
(ANTWERP 1637-1695)**

Panoramic views of Valletta Harbour, Malta
a set of four, pen, grey ink and grey wash
over pencil on laid paper, the watermark a
shield containing a fleur-de-lys and topped
with a crown

35 x 68.5cm (13 3/4 x 26 15/16in). (4)

**£4,000 - 6,000
€4,500 - 6,800**

224

**JOHN WHITE ABBOTT (EXETER
1763-CIRCA 1851)**

The Kirk at Luss on Loch Lomond
signed with initials, inscribed and dated 'The
Kirk at Luss on Loch Lomond/ JWA. July 1.
1791' and numbered 'No. 36.' (on original
wash line mount)
watercolour on wove paper
18.8 x 23.7cm (7 3/8 x 9 5/16in).
unframed

£1,500 - 2,000
€1,700 - 2,300

Provenance

Mr Douglas (a great-grandson of the artist,
and presumably inherited from his mother,
Mrs Fanny J.E. Douglas, grand-daughter of
the artist)

Mrs G. Walmsley, 1978

Sale, Christie's, London, 14 March 1978, lot
151

With Leger Galleries, 1978

John White Abbott made a sketching tour
of Scotland and The Lake District in 1791.
Works from this year are all dated and
numbered (see: A.P. Oppe, 'John White
Abbott of Exeter', in *Walpole Society*, vol.
XIII, 1924-25, p. 75).

225

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

A cabbage net vendor
inscribed 'buy a Net a Cabbage net.....' (on
the lower edge)
pen, grey ink and watercolour on laid paper
watermarked L V Gerrevink
20.8 x 15cm (8 3/16 x 5 7/8in).

£1,000 - 1,500
€1,100 - 1,700

Provenance

Collection of Lord Bruce, by whom offered
Sale, Christie's, London, 12 April 1965, lot 61
(as part of Twelve Cries of London set)
With Sabin Galleries, where purchased by
the present owner

This study is one of nearly 100 drawings of
street traders that Sandby made from life,
his subjects the vendors who populated the
streets around his house in Carnaby market,
Soho to which he had moved in 1760 after
an extended sojourn at Windsor. The studies
form an unsentimental social record of the
times; Sandby published a selection of them
as etchings in 1760 under the title *Twelve
London Cries*.



224



225



226

**WILLIAM LOCK THE YOUNGER
(NORBURY 1767-1847 MICKLEHAM)**

An album of 54 drawings of figure and animal subjects including some juvenile drawings, the earliest dated 1771 the majority in pen and brown ink, some in pencil on laid paper
(album, without covers)

£2,000 - 3,000

€2,300 - 3,400

Provenance

Revd. William Gilpin (1724-1804) and thence by descent through the family

William Lock (or Locke) was the son of an amateur artist and connoisseur-patron by the same name. Lock junior was a pupil and friend of Henry Fuseli who dedicated his lectures on painting to him. The Lock and Gilpin families were good friends.

Another album of Lock's drawings from the same provenance was sold in these rooms on 10 April 2013, lot 235.

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NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, and to all persons participating in the auction process including auction attendees, *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.

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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*.

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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*.

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4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales*, 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 is put up for *Sale*. We have complete discretion in which to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%; however, these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equaling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will 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

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact.

We may also request a financial reference and /or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams'* reputation.

Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a Registration and Bidding 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, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and 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 offered at no additional charge 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*, once you have pre-registered to bid or have updated your existing registration details recently. 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.

Bonhams will not be liable for service delays, interruptions or other failures to make a bid caused by losses of internet connection, fault or failure with the website or bidding process, or malfunction of any software or system, computer or mobile device.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the *Sale*. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.

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) 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.

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* including the warranties as to your status and source of funds. 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*. It is your responsibility to ensure you are aware of the up to date terms of the *Buyer's Agreement* for this *Sale*.

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* on each *Lot* purchased:

27.5% up to £2,500 of the *Hammer Price*
25% of the *Hammer Price* above £2,500 and up to £300,000
20% of the *Hammer Price* above £300,000 and up to £3,000,000
13.9% of the *Hammer Price* above £3,000,000

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 *Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *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
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 issued in the name of the *Buyer* (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 issued in the name of the *Buyer* (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.

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any *Lot* at our discretion while we complete our investigations, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams*, or would be detrimental to *Bonhams'* reputation.

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

13. CITES REGULATIONS

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

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

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any *Sale*, nor allow any delay in making full payment for the *Lot*.

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations

and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the "of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements

Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
 TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
 W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
 Δ Wines lying in Bond.
 AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties

under the Artists Resale Right Regulations 2006. See clause 7 for details.

- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Φ This *Lot* contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or on Bonhams' website, 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 and the relevant terms for *Bidders* and *Buyers* in the *Notice to Bidders* 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* or on the *Bonhams* website, 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*.

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 any part of the *Entry* in the *Catalogue* which is not printed in bold letters, the remainder of which *Entry* 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 *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

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| 4 | FITNESS FOR PURPOSE AND SATISFACTORY QUALITY | 7.2 | The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not, until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</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; |
| 4.1 | The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose. | 7.3 | You should note that <i>Bonhams</i> has reserved the right not to release the <i>Lot</i> to you until its investigations under paragraph 3.11 of the <i>Buyers' Agreement</i> set out in Appendix 2 have been completed to <i>Bonhams'</i> satisfaction. | 8.1.9 | to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and |
| 4.2 | The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose. | 7.4 | You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/ or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements. | 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. |
| 5 | RISK, PROPERTY AND TITLE | 5.1 | Risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> , or upon collection of the <i>Lot</i> if earlier. The <i>Seller</i> will not be responsible thereafter for the <i>Lot</i> prior to you collecting it from <i>Bonhams</i> or the <i>Storage Contractor</i> , with whom you have separate contract(s) as <i>Buyer</i> . You will indemnify the <i>Seller</i> and keep the <i>Seller</i> fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the <i>Lot</i> beyond 7 days from the day of the fall of the <i>Auctioneer's</i> hammer until you obtain full title to it. | 7.5 | You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> . |
| 5.2 | Title to the <i>Lot</i> remains in and is retained by the <i>Seller</i> until: (i) the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> in relation to the <i>Lot</i> have been paid in full to and received in cleared funds by <i>Bonhams</i> , and (ii) <i>Bonhams</i> has completed its investigations pursuant to clause 3.11 of the <i>Buyer's Agreement</i> with <i>Bonhams</i> set out in Appendix 2 in the catalogue. | 7.6 | You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i> . All such sums due to the <i>Seller</i> will be payable on demand. | 8.2 | You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses 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. |
| 6 | PAYMENT | 8 | FAILURE TO PAY FOR THE LOT | 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. |
| 6.1 | Your obligation to pay the <i>Purchase Price</i> arises when the <i>Lot</i> is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> . | 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 | THE SELLER'S LIABILITY |
| 6.2 | Time will be of the essence in relation to payment of the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> . Unless agreed in writing with you by <i>Bonhams</i> on the <i>Seller's</i> behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to <i>Bonhams</i> by you in the currency in which the <i>Sale</i> was conducted by not later than 4.30pm on the second working day following the <i>Sale</i> and you must ensure that the funds are cleared by the seventh working day after the <i>Sale</i> . Payment must be made to <i>Bonhams</i> by one of the methods stated in the <i>Notice to Bidders</i> unless otherwise agreed with you in writing by <i>Bonhams</i> . If you do not pay in full any sums due in accordance with this paragraph, the <i>Seller</i> will have the rights set out in paragraph 8 below. | 8.1.1 | to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract; | 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> . |
| 7 | COLLECTION OF THE LOT | 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; | 9.2 | 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. |
| 7.1 | Unless otherwise agreed in writing with you by <i>Bonhams</i> , the <i>Lot</i> will be released to you or to your order only when: (i) <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i> and (ii) <i>Bonhams</i> has completed its investigations pursuant to clause 3.11 of the <i>Buyer's Agreement</i> with <i>Bonhams</i> set out in Appendix 2 in the catalogue. | 8.1.3 | to retain possession of the <i>Lot</i> ; | 9.3 | Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> , |
| | | 8.1.4 | to remove and store the <i>Lot</i> at your expense; | 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> ; |
| | | 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; | | |
| | | 8.1.6 | to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment; | | |
| | | 8.1.7 | to repossess the <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; | | |

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| <p>3.1.2 a <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each lot, and</p> <p>3.1.3 if the <i>Lot</i> is marked [AF], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> 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 <i>Sale</i>.</p> <p>3.2 You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.</p> <p>3.3 All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i>. Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> 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.</p> <p>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.</p> <p>3.5 We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i>, the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i>, any <i>Expenses</i> and VAT and any interest earned and/or incurred until payment to the <i>Seller</i>.</p> <p>3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i>, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.</p> <p>3.7 Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i>.</p> <p>3.8 You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:</p> <p>3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or</p> <p>3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan and Syria.</p> <p>3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.</p> <p>3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:</p> <p>3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;</p> <p>3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;</p> | <p>3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;</p> <p>3.10.4 items purchased by you and your Principal through <i>Bonhams</i> are not being purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and</p> <p>3.10.5 that you consent to <i>Bonhams</i> relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.</p> <p>3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the <i>Seller</i>, to our satisfaction at our discretion, we shall be entitled to retain <i>Lots</i> and/or proceeds of <i>Sale</i>, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.</p> | <p>4.7 You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i>.</p> <p>4.8 You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.</p> |
| | <p>4 COLLECTION OF THE LOT</p> <p>4.1 Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us; in cleared funds, everything due to the <i>Seller</i> and to us, and once we have completed our investigations under paragraph 3.11, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a buyer collection document, obtained from our cashier's office.</p> <p>4.2 You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i>, or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>.</p> <p>4.3 For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i>. Thereafter, the <i>Lot</i> 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 <i>Notice to Bidders</i>.</p> <p>4.4 If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i>, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "<i>Storage Contract</i>") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i>.</p> <p>4.5 Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i>.</p> <p>4.6 You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i>. You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i>, any <i>Expenses</i> and all</p> | <p>5 STORING THE LOT</p> <p>We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i>, 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 <i>Sale</i>) and, subject to paragraphs 3, 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the relevant section of the <i>Catalogue</i>. If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.</p> <p>6 RESPONSIBILITY FOR THE LOT</p> <p>6.1 Title (ownership) in the <i>Lot</i> passes to you (i) on payment of the <i>Purchase Price</i> to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.</p> <p>6.2 Please note however, that under the <i>Contract for Sale</i>, the risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the <i>Lot</i> if earlier, and you are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i>.</p> <p>7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</p> <p>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 unless otherwise provided below), 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>):</p> <p>7.1.1 to terminate this agreement immediately for your breach of contract;</p> <p>7.1.2 to retain possession of the <i>Lot</i>;</p> <p>7.1.3 to remove, and/or store the <i>Lot</i> at your expense;</p> <p>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;</p> |

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|--------|---|----------|--|-----------|--|
| 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 | 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> . |
| 7.1.6 | 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 | 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> . |
| 7.1.7 | 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; | 8.1.1 | 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. |
| 7.1.8 | 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; | 8.1.2 | 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 9 will cease. |
| 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; | 8.1.3 | 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> . |
| 7.1.10 | 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; | 8.1.4 | require an indemnity and/or security from you in return for pursuing a course of action agreed to by you. | 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 | The discretion referred to in paragraph 8.1: | 10.1 | We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> . |
| 7.1.12 | having made reasonable efforts to inform you, to release your name and address to the <i>Seller</i> , so they might take appropriate steps to recover the amounts due and legal costs associated with such steps. | 8.2.1 | may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and | 10.2 | Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by: |
| 7.2 | 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. | 10.2.1 | handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or |
| 7.3 | 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 | FORGERIES | 10.2.2 | changes in atmospheric pressure; nor will we be liable for: |
| 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. | 9.1 | We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9. | 10.2.3 | damage to tension stringed musical instruments; or |
| | | 9.2 | Paragraph 9 applies only if: | 10.2.4 | damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so. |
| | | 9.2.1 | your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and | 10.3.1 | We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise. |
| | | 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> . | | |
| | | 9.3 | Paragraph 9 will not apply in respect of a <i>Forgery</i> if: | | |
| | | 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 | | |
| | | 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. | | |

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

"Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid.

"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" Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
 - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
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| 1. ID supplied: Government issued ID <input type="checkbox"/> and (if the ID does not confirm your address) <input type="checkbox"/> current utility bill/ bank statement. If a corporate entity, please provide the Certificate of Incorporation or Partnership Deed and a letter authorising you to act. | |
| 2. Are you representing the Bidder? <input type="checkbox"/> If yes, please complete question 3. | |
| 3. Bidder's name, address and contact details (phone and email): Bidder's ID: Government issued ID <input type="checkbox"/> and (if the ID does not confirm their address) <input type="checkbox"/> current utility bill/bank statement | |
| Are you acting in a business capacity? Yes <input type="checkbox"/> No <input type="checkbox"/> | If registered for VAT in the EU please enter your registration here: <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> |

Please note that all telephone calls are recorded.

| Telephone or Absentee (T / A) | Lot no. | Brief description | MAX bid in GBP (excluding premium & VAT) | Covering bid ★ |
|-------------------------------|---------|-------------------|--|----------------|
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| FOR WINE SALES ONLY | |
| Please leave lots "available under bond" in bond <input type="checkbox"/> | Please include delivery charges (minimum charge of £20 + VAT) <input type="checkbox"/> |

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|---|-------|
| BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE INCLUDING BUYER'S WARRANTIES AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS. | |
| Bidder/Agent's (please delete one) signature: | Date: |

★ Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

Please email or fax the completed Auction Registration form and requested information to:

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, bids@bonhams.com

Bonhams 1793 Limited. Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.



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