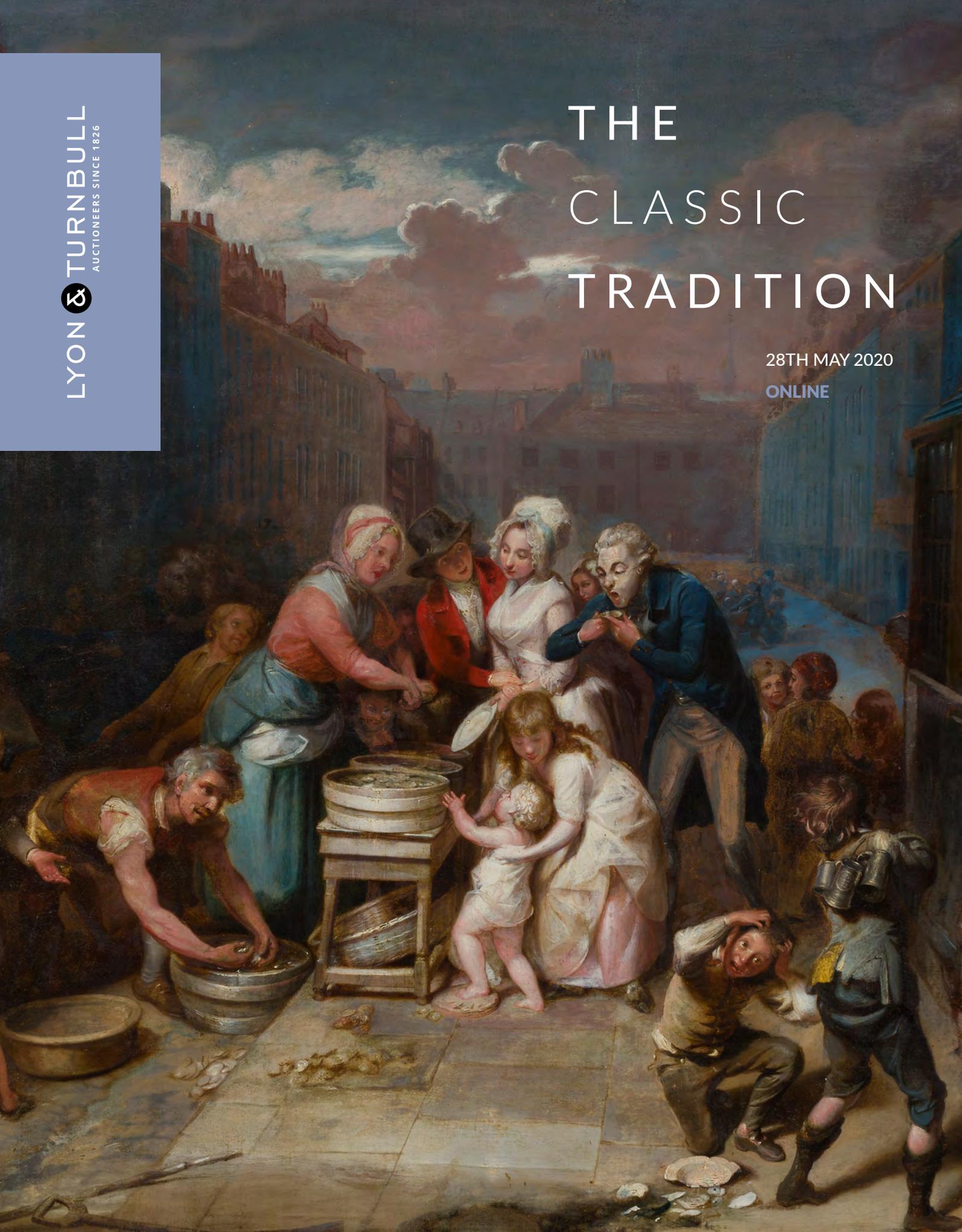


LYON & TURNBULL
AUCTIONEERS SINCE 1826

THE CLASSIC TRADITION

28TH MAY 2020

ONLINE





THE CLASSIC TRADITION

THURSDAY
28 MAY 2020
AT 11AM

Sale
Number
LT597

ONLINE ONLY - NO VIEWING PERMITTED

At time of printing our Edinburgh saleroom is closed to the public, there will be no admittance before or during the auction until further notice.

To accommodate more detailed online viewing, specialists will be creating condition reports with images and video on request. The auction will be conducted as an online-only sale with no members of either staff or public in physical contact.

After the sale collections in person will not be permitted, however select courier firms will be conducting limited collections and deliveries. Successful bidders will be contacted after the auction with further details.

Front Cover

Lot 66 [detail]

Inside Front Cover

Lot 55 [detail]

BUYER'S GUIDE

This sale is subject to our Standard conditions of Sale (available at the back of every catalogue and on our website).

If you have not bought before we will be delighted to help you.

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The buyer shall pay the hammer price together with a premium, at the following rate, thereon.

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* 5% import VAT payable on the hammer price

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§ indicates works which may be subject to the Droit de Suite or Artist's Resale Right, a royalty payment for all qualifying works of art. Under new legislation which came into effect on 1st January 2012, this applies to living artists and artists who have died in the last 70 years. This royalty will be charged to the buyer on the hammer price and in addition to the buyer's premium. It will not apply to works where the hammer price is less than €1,000 (euros). The charge for works of art sold at and above €1,000 (euros) and below €50,000 (euros) is 4%. For items selling above €50,000 (euros), charges are calculated on a sliding scale.

More information on Droit de Suite is available at www.dacs.org.uk

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1 – Government issued photo ID (Passport/Driving licence)

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For information on bidding options see our Guide to Bidding & Payment at the back of the catalogue.

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Responsibility for packing, shipping and insurance shall be exclusively that of the purchaser. See Collections & Storage section for more info specific to this particular auction.

CATALOGUE DESCRIPTIONS

All item descriptions, dimensions and estimates are provided for guidance only. It is the buyer's responsibility to inspect all lots prior to bidding to ensure that the condition is to their satisfaction. There will be no public viewing for this auction, our specialists will be happy to prepare condition reports and additional images. These are for guidance only and all lots are sold 'as found', as per our Conditions of Sale.

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At Lyon & Turnbull we want to make buying at auction as easy and enjoyable as possible. Our specialist team are on hand to assist you, whether you are looking for something in particular for your home or collection, require more detailed information about the history or current condition of a lot, or just want to find out more about the auction process.



Nick Curnow Acting Head of Department
nick.curnow@lyonandturnbull.com



Carly Shearer Specialist
carly.shearer@lyonandturnbull.com

Due to the fact that this auction is being run 'on-line' only, with staff working remotely from the Edinburgh saleroom, where the paintings are stored, please direct all enquiries to the above specialists.

COLLECTIONS & STORAGE

We will be offering free storage of any purchases in our Edinburgh saleroom until such time as collections become less restricted. We have been working with our local Mailboxes Etc branch and Aardvark Art Services to maintain a limited safe and contact-free collections and shipment service for smaller items for as long as possible.

For safety reasons no personal collections or alternative carriers will be allowed to pick-up or drop-off items at any of our UK venues until restrictions are lifted.

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Please ensure payment has been made prior to collection. This can be done by bank transfer, and debit/credit card online (powered by Sage Pay) - details will be shown on your invoice. Please note we are unable to take payments over the phone.



1
DUTCH SCHOOL (17TH CENTURY)
VILLAGE LANDSCAPE WITH SOLDIERS

Oil on panel
 24.5cm x 33cm (9.75in x 13in)
£2,000-3,000

2
DUTCH SCHOOL
(17TH/18TH CENTURY)
RIVER LANDSCAPE
WITH FISHERMEN

Oil on panel
 32cm x 41cm (12.5in x 16in)
£1,500-2,000



3
ITALO-DUTCH SCHOOL
(17TH CENTURY)
PEASANTS WITH THEIR
ANIMALS BEFORE A
CLASSICAL RUIN

Oil on canvas
 35cm x 50cm (13.75in x 19.75in)
£700-1,000





4

CIRCLE OF SALVATOR ROSA (ITALIAN 1615-1673)
ITALIANATE LANDSCAPE WITH FIGURES

Oil on canvas

75.5cm x 102.5cm (29.5in x 40.5in)

£3,000-5,000



5

**CIRCLE OF ROSALBA CARRIERA
(VENETIAN 1673-1757)
PORTRAIT OF A VENETIAN BEAUTY**

Pastel on paper laid to canvas

43cm x 37cm (17in x 15in)

Note: The same model appears in a pastel by Carriera in the Royal Collection Trust dated to circa 1744 (RCIN 400648) and also in the Bemberg Foundation, Toulouse.

£3,000-5,000

6

**CIRCLE OF ROSALBA CARRIERA
(VENETIAN 1673-1757)
PORTRAIT OF A LADY WITH
FLOWERS**

Pastel on paper laid on canvas

43cm x 37cm (17in x 14.5in)

£1,500-2,000





7

ALLAN RAMSAY (SCOTTISH 1713-1784)**HALF LENGTH PORTRAIT OF A LADY SAID TO BE MISS MACKINTOSH**

Oil on canvas, feigned oval

91cm x 71cm (36in x 28in)

£5,000-7,000Provenance: Kenneth Sanderson,
Christie's 1945 (as Miss Macintosh)

L.C.Wallach

Literature: Alastair Smart, *Allan Ramsay* 1999, p.152, ill.no.6. Smart dates this painting to c. 1735/6.



8

**EUROPEAN SCHOOL
(17TH/18TH CENTURY)
MADONNA AND CHILD**

Oil on panel

35cm x 27cm (13.75in x 10.5in)

£3,000-5,000

9

**MANNER OF LUCAS CRANACH
(17TH CENTURY OR EARLIER)
PORTRAIT OF PHILIP
MELANCHTHON (1497-1550)**

Oil on panel

35cm x 30cm (13.75in x 12in)

£1,500-2,000





10

**EUSTACHE LE SUEUR
(FRENCH 1617-1655)
THE DEPOSITION**

Oil on canvas
62cm x 47cm
(24.5in x 18.5in)

£3,000-5,000

Eustache Le Sueur (1617- 1655) was a prolific French artist of the seventeenth century, and one of the original founders of the French Royal Academy of Painting and Sculpture in 1648. A lifelong Parisian, Le Sueur trained with Louis XIII's premier peintre du roi Simon Vouet from 1632 before leaving the studio and going on to be elected as one of the original twelve elders in charge of the Royal Academy's administration. Chiefly known for his religious scenes, Le Sueur's compositions follows in the gracefulness of his master Vouet and is remembered as one of the establishing artists of French classicism.

The Deposition depicts the scene of Christ being taken down from the cross after his crucifixion. A partial label to the verso of the painting reveals that this oil on canvas

was formerly in the collection of the Duke of Buccleuch at Boughton House near Kettering in Northamptonshire. The label refers to a sale in 1942 in which the Duke was the vendor –establishing him as the 8 th Duke of Buccleuch, Walter Montagu Douglas Scott, who held the dukedom from 1935 until his death in 1973. Montagu Douglas Scott was a politician and a military leader, commanding the 4 th King's Own Scottish Borderers.

Works by Eustache Le Sueur can be found in important private collections and public institutions internationally, such as the musée du Louvre in Paris, the National Gallery in London, and the Metropolitan Museum of Art in New York.



11

**ITALIAN SCHOOL (18TH CENTURY)
PORTRAIT OF A NOBLEMAN**

Oil on canvas laid to board

84cm x 72cm (33in x 28.25in)

£3,000-5,000



12

ATTRIBUTED TO LOUIS GABRIEL BLANCHET (FRENCH 1705-1772)

PORTRAIT OF A NOBLEMAN

Oil on canvas

91.5cm x 71cm (36in x 28in)

£2,000-3,000



13

**ITALO-DUTCH SCHOOL
(PROBABLY 18TH CENTURY)
STILL LIFE WITH FLOWERS IN A GLASS VASE**

Oil on canvas

61cm x 49cm (24in x 19.25in)

£1,500-2,000

14

**DUTCH SCHOOL (19TH CENTURY)
STILL LIFE OF FLOWERS AND FRUIT IN A VASE**

Indistinctly signed lower left, oil on panel

35.5cm x 29cm (14in x 11.25in)

£1,000-1,500



15

**WILLEM VAN LEEN
(DUTCH 1753-1825)
STILL LIFE WITH A
GOLDFISH BOWL**

Signed and dated 1796,
oil on canvas, oval

51cm x 39cm
(20in x 15.25in)

£2,000-3,000



Willem van Leen (19 February 1753- 6 April 1825) was a Dutch painter who specialised in flower paintings, best known for his decorative work for mantelpieces and overdoors. After training with his father Jan van Leen as a child in his hometown of Dordrecht, Willem travelled to Paris at the age of twenty, where he studied flower painting for three years. From this point, van Leen split his time working between Holland and Paris, receiving important commissions such as designing wall decorations in the Pavlovsk Palace in St. Petersburg for the Grand Duchess of Russia.

Van Leen settled in Delfshaven in the Netherlands from 1806, where he worked as a councilor from 1811 until his death in 1825. His work is notable for its delicateness and elegance, which set him apart from the precision of his contemporaries. Highly collectable, pieces by van Leen can be found in important international collections such as the Metropolitan Museum of Art in New York, and the Fitzwilliam Museum in Cambridge.



16

WILLEM VAN LEEN (DUTCH 1753-1825)
STILL LIFE OF FLOWERS IN A BASKET

Signed and dated 1794, oil on canvas, oval

51cm x 39cm (20in x 15.25in)

£2,000-3,000



17

**ATTRIBUTED TO FRANCESCO
SOLIMINA (ITALIAN 1657-1747)
ECCE HOMO**

Oil on canvas

30cm x 25cm (12in x 9.75in)

£2,000-3,000

Francesco Solimena was one of the foremost artists of the Italian Baroque period, who enjoyed numerous important patrons and commissions during his extensive and prosperous career. Born in Canale di Serino on 4 October 1657, Solimena trained under his father before settling in Naples in 1674, where he worked in the studio of Francesco di Maria. He quickly established his own studio, which went on to become a sort of academy in its own right with numerous important pupils such as Corrado Giaquinto, Sebastiano Conca and Allan Ramsay.

This recently discovered *Ecce Homo*, attributed to Francesco Solimena, exhibits the artists signature chiaroscuro as the figure of Christ emerges from his darkened background. His wounded body is wrapped in a red robe, as he holds a reed sceptre in his left hand, and wears a crown of thorns, typical instruments of the Passion. The attribution becomes more evident when compared with the known Francesco Solimena *Ecce Homo* in the Alte Pinakothek in Munich, in which both the facial structure and the drapery bear striking similarities.

18**CIRCLE OF SIR ANTHONY VAN DYCK (FLEMISH 1599-1641)
PORTRAIT OF PENELOPE, LADY HERBERT**

Oil on canvas, oval

78cm x 54cm (30.75in x 21.25in)

£4,000-6,000

Note: Penelope, nee Naunton, married first husband Paul Bayning, 2nd Viscount Bayning of Sudbury, Suffolk. He died 1638. The couple were painted individually by Van Dyck.

Married second husband Philip Herbert, 5th Earl of Pembroke in 1639. Resided at Wilton House. One child, William.

Provenance: Bonhams, *Edinburgh Summer Antiques Sale 25/6/2015*, lot 178, catalogued as 'Manner of Gerrit van Honthorst.'

According to label verso - The collection of Alexander Fraser, 2nd Lord Saltoun. The Saltoun title links back directly to the Duff family of Duff House, Fife.

William Duff, 1st Earl of Fife and builder of Duff House and its significant art collection, owned this portrait and it hung in his private drawing room in his personal residence Rothemay House (a.k.a Rothiemay Castle).

James, 2nd Earl of Fife, added to the family art collection and published a book listing the paintings room by room in his residences:

Catalogue of the portraits and pictures in the different houses belonging to James, Earl of Fife, published by Thomas Collins c.1807. 94 pages. See Getty Museum copy free online. As well as over 17 listed Van Dycks, including a full length portrait of Lady Penelope, this particular portrait is listed on page 78, painting No.6 in the private drawing room of Rothemay. No attribution for the painter is given.

William, 1st Earl, resided at Rothemay, rather than Duff House, until his death, after a serious dispute with William Adam, architect of Duff House.

The present portrait remained in situ in Rothemay House throughout the lifetime of James, 2nd Earl, who lived in London mainly and occasionally at Duff House. It stayed in the family until the mid 1960s.

In 1944, Simon Alexander Fraser, son of 2nd Lord Saltoun, was killed in action. Left without an heir, Rothiemay estate was sold to Lord Brockett in 1946. In 1964, the estate was sold to H.D. Ward Ltd and Rothemay was demolished. Sometime around this date, the painting found its way to an art dealer in Birmingham, from whom it was purchased by the vendor at Bonhams.



Penelope Lady Herbert



19

**AFTER WOUVERMANS (DUTCH 18TH CENTURY)
ITALIANATE LANDSCAPE**

Oil on panel

33.5cm x 41cm (13.25in x 16in)

£1,000-1,500

20

**ITALIAN SCHOOL (LATE 17TH/EARLY 18TH CENTURY)
COUNTRY LANDSCAPE WITH PEASANTS**

Oil on canvas

49cm x 40cm (19.25 x 15.75in)

£800-1,200



21

**ITALIAN SCHOOL (18TH CENTURY)
COUNTRY LANDSCAPE WITH
PEASANT AND HIS STOCK**

Oil on canvas

54cm x 69cm (21.2in x 27in)

£700-900





22

**CIRCLE OF FRANCIS SWAINE
(BRITISH 1725-1782)**

WARSHIPS IN FRONT OF A FORTIFIED PORT

Oil on canvas

41cm x 52cm (16.25in x 20.5in)

£2,000-3,000



23

**SIR THOMAS
LAWRENCE P.R.A., F.R.S.
(BRITISH 1769-1830)
PORTRAIT OF JOHN
JULIUS ANGERSTEIN**

Oil on canvas

74cm x 61cm (29in x 24in)

Provenance: Private
Collection, England.
Formerly in the collection of
Derek Sherborn.

£10,000-15,000

THE GREAT PATRON

Remembered as a great patron to the arts, John Julius Angerstein's (1735- 1823) exceptional collection was the cornerstone upon which the National Gallery was built. His private collection contained several important works of art by artists such as Sir Thomas Lawrence, Rubens, Titian, and J. M. W. Turner. Upon his death in 1823, the British government bought 38 of his finest paintings, which formed the original collection of the National Gallery. From this year until 1834, the collection was displayed from Angerstein's town home at No. 100 Pall Mall, before moving to The National Gallery's current location at Trafalgar Square.

Sir Thomas Lawrence (1769- 1830) made his name as the leading portrait painter of the early 19th century, receiving his first royal commission from Queen Charlotte in 1790. He later received patronage by the Prince Regent to travel Europe, painting various allied leaders including King Friedrich Wilhelm of Prussia, Tsar Alexander I of Russia and the Duke of Wellington. Lawrence was knighted in 1815 and became president of the Royal Academy five years later.

Lawrence's portrait of John Julius Angerstein is an excellent example of the artist's ability to subtly capture the sitter's emotions and personality, revealing to the viewer Angerstein's inner psyche. He is shown directly facing his audience, exuding an air of warmth.





24

**CIRCLE OF FRANCESCO GUARDI
(ITALIAN 18TH CENTURY)
CLASSICAL VIEWS OF VENICE**

Oil on canvas (4)

13.5cm x 18cm (5.25in x 7in) each

£2,000-3,000





25

**ATTRIBUTED TO GUERCINO (ITALIAN 1591-1666)
SKETCH OF BEARDED MAN IN TURBAN**

Red chalk on paper

25cm x 19cm (10in x 7.5in)

Note: Possibly a portrait of King David.

£1,500-3,000

26

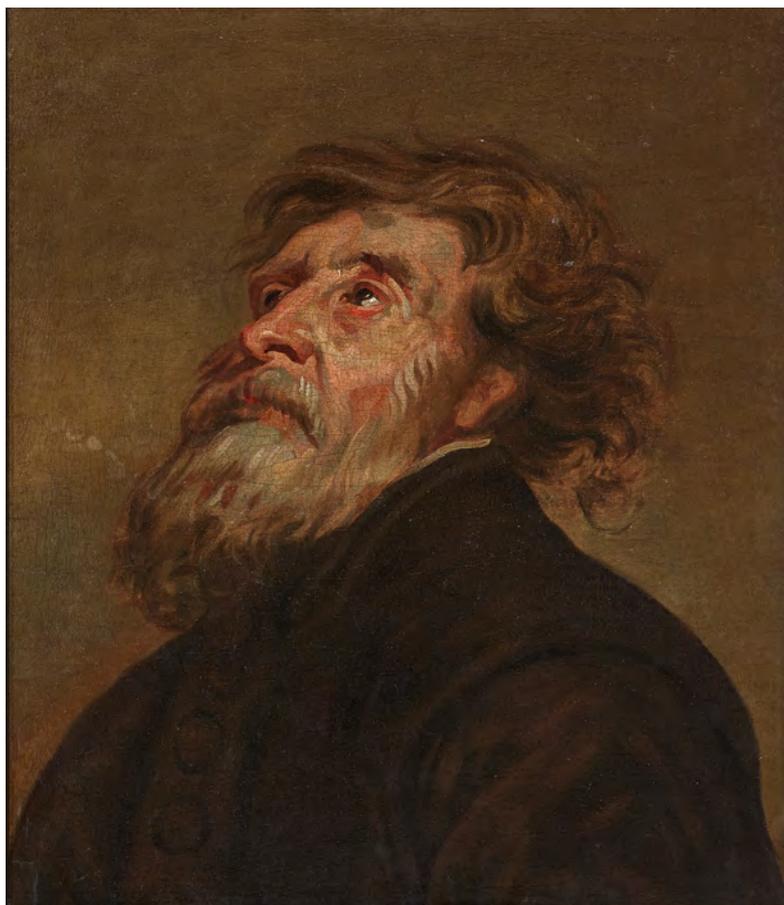
**FLEMISH SCHOOL (17TH CENTURY)
STUDY OF A MAN**

Oil on canvas

48cm x 42cm (19in x 16.5in)

Note: This is possibly a study
for a donor painting.

£3,000-5,000





27

**FRENCH SCHOOL
(18TH CENTURY)
ELEGANT FIGURES AT A
GARDEN PARTY**

Pencil on paper

12cm x 17cm (4.75in x 6.75in)

£600-800

28

**ANTONIO SENAPE
(ITALIAN 1788-1850)
VEDUTA DI POZZUOLI**

Pen and brown ink

16.5cm x 27.9cm (6.5in x 11in)

£500-700



29

**ITALIAN SCHOOL
(LATE 17TH/EARLY 18TH CENTURY)
PEASANTS TRANSPORTING THEIR
ANIMALS ACROSS A RIVER**

Pencil on paper

12cm x 18cm (4.75in x 7in)

Note: Label for Sarah Vifors dealership verso

£400-600

30 ⁵

ALFRED CHARLES CONRADE
(BRITISH 1863-1955)
CLASSICAL FIGURES

A pair of watercolour and pencil
 drawings (2)

28cm x 12cm (11in x 4.75in)

£500-700



31
ATTRIBUTED TO GIOVANNI
BATTISTA CIPRIANI
(ITALIAN 1727-1785)
CLASSICAL FIGURE

Ink and wash on paper

25cm x 12cm (9.75in x 4.75in)

£400-600



32
AFTER THE ANTIQUE (GREEK OR
ITALIAN SCHOOL 18TH/19TH
CENTURY, OR EARLIER)
HEAD OF AN ATHLETE

Marble

32cm x 25cm (12.5in x 10in)

£1,000-1,500







33

**AFTER ANTONIO CANOVA
(ITALIAN 1757-1822)
HERCULES AND LICHAS**

Bronze

42cm x 27cm x 20.5cm
(16.5in x 10.5in x 8in)

£6,000-8,000

Antonio Canova (1757- 1822) was a prominent Italian Neoclassical sculptor, mostly celebrated for his work in marble. Canova began producing works in marble before the age of ten, before enrolling in the Accademia di Belle Arti di Venezia around 1772. Canova won numerous prizes and received several commissions, which led to him opening his own studio at Calle Del Traghetto at S. Maurizio in 1779. From this point, Canova travelled to and worked in several European cities, before returning to Italy in 1816, where he continued to work until his death in 1822.

Due to his success, Canova received many commissions and no longer had to rely on funerary monuments for large-scale work, and could explore large freestanding classical figures, such as his 'Hercules and Lichas' from 1795- 1815, commissioned by Onorato Gaetani dell'Aquila d'Aragona. Often

'The importance and value of Canova's art is now recognized as holding in balance the last echo of the Ancients and the first symptom of the restless experimentation of the modern age.'

inspired by antiquity, Canova was known for reviving classical works in a way that avoided melodrama of antiquity and the artificiality of Neoclassicism. The tale of Hercules and Lichas is recounted in book IX of Ovid's Metamorphoses: Hercules puts on a shirt poisoned with Nessus' blood, and, driven mad by the pain, thinks that his servant Lichas is to blame. Lichas tried to explain his innocence, however Hercules threw him into the waves of the Euboic Sea. The original statue is now conserved in the National Gallery of Modern Art in Rome.

Canova is often regarded as the greatest Neoclassical artist, which is evidenced by his series of important international patrons including Napoleon Bonaparte, and Popes Pius VI and VII. His work is held in many institutions including the Metropolitan Museum of Art in New York, the Louvre in Paris, and the Hermitage Museum in Saint Petersburg.



34

**ATTRIBUTED TO WILLEM WISSING (DUTCH 1657-1687)
PORTRAIT OF A NOBLEMAN IN ARMOUR**

Oil on canvas

108cm x 86cm (42.5in x 34in)

£4,000-6,000

35

**ITALIAN SCHOOL (18TH/19TH CENTURY)
SOLDIERS ON A LEDGE**

Etching

15cm x 9.5cm (5.75in x 3.75in), plate size

£600-800



36

**EARLY SIXTEENTH CENTURY ITALIAN SCHOOL
ST. JOHN THE EVANGILIST AND ANOTHER FIGURE**

Red chalk on paper

29cm x 19.5cm (11.5in x 7.75in)

£500-700



37

**WILLIAM HOARE OF BATH (BRITISH 1707-1792)
SKETCH OF A SEATED LADY**

Red chalk

21.5cm x 16.5cm (8.5in x 6.5in)

£300-500



S. E. a. Stradling 9
of Dorset in Wales



38

**STUDIO OF ANTHONY VAN
DYCK (FLEMISH 1599-1641)
PORTRAIT OF SIR EDWARD
STRADLING**

Oil on canvas

73cm x 57in (28.75in x 22.5in)

Provenance: The Dukes of Bedford, Woburn Abbey; by descent to Hastings William Saxville Russell, 12th Duke of Bedford; His sale Christie's January 19th 1951, Lot 93; William Randolph Hearst for display at St. Donat's Castle; William Randolph Hearst's London editor Hampstead; unnamed London businessman who purchased the picture with the Hampstead residence and, when transferring his affairs to Israel, gifted the painting to the present owner as a pension fund payment in 1990. Private UK Collection

£6,000-8,000



Sir Edward Stradling, 2nd Baronet (1601-1644) was an English politician at the time of the Civil War. He inherited the baronetcy in 1637 upon the death of his father, the poet and politician Sir John Stradling, 1st Baronet. Edward was a keen businessman and was elected as a member of Parliament for Glamorgan in the Short Parliament of 1640. During the first English Civil War, Stradling marched with troops from Glamorgan to join Charles I at Shrewsbury in 1642. He was Colonel of a regiment of foot at the Battle of Edgehill, a conflict in which he was taken prisoner. He died the next year and was buried at Jesus College Chapel in Oxford on 21st June 1644. Therefore, this portrait could not have been painted after 1642. He married Mary Mansel and had one son, with whom he lived at the family seat of St. Donat's Castle in Wales.

St Donat's was in the Stradling family from around 1300 until the death of Sir Thomas Stradling in 1738. The castle fell into a state of decline until it was purchased by the American newspaper and magazine tycoon William Randolph Hearst in 1925 for \$130,000. Hearst undertook an extensive redevelopment programme of the castle, spending vast sums of money on furniture, decorations, and works of art. His spending was so significant that at the peak of his buying, Hearst's expenditure accounted for a quarter of the world's entire art market. It is most likely during this period that Hearst purchased this portrait of Sir Edward Stradling by the Studio of Anthony Van Dyck, returning it to its original home.



39

**ITALO-DUTCH SCHOOL
(17TH CENTURY)
ITALIANATE LANDSCAPE
WITH A PEASANT AND
HIS STOCK**

Oil on canvas laid to panel
33.5cm x 41cm (13.25in x 16in)
£1,500-2,000



40

**DUTCH SCHOOL
(17TH CENTURY)
DEPARTING FOR
THE HUNT**

Oil on panel
32cm x 45cm
(12.5in x 17.75in)
£1,500-2,000



41

**DUTCH SCHOOL (17TH CENTURY)
LANDSCAPE WITH PEASANTS AND THEIR
CATTLE BEFORE A WATERSIDE VILLAGE**

Oil on panel

42.5cm x 63cm (16.75in x 24.75in)

£3,000-5,000

42

ATTRIBUTED TO GERVAIS I DELABARRE**(FRENCH ACTIVE 1593-1647)****VIRGIN AND CHILD, LE MANS 1ST HALF OF 17TH CENTURY**

Terracotta

51cm x 32.5cm (20in x 12.5in)

Literature: Bresc-Bautier, *Belles et Inconnues. Sculptures en terre cuite des Ateliers du Maine, XVIe - XVIIe siècle*, Paris, musée du Louvre, 2002*Terre et Ciel, la sculpture en terre cuite du Maine, XVIe - XVIIe siècle*, exh. cat., G. Bresc-Bautier et al, Abbaye de l'Épau, Le Mans, 2003**£25,000-35,000**

From about 1580 until the end of the seventeenth century, the province of Maine in north-western France developed a notable sculptural tradition in terracotta, characterised by an adapted mannerist style. Gervais I Delabarre (active 1593- 1647) was one of the most important terracotta sculptors of this milieu. He was the head of a large dynastic workshop in the provincial capital of Le Mans, which was organised in a familial structure in which his two sons and grandson also worked. They produced impressive terracotta sculptures in various sizes for churches and abbeys, as well as for private patrons.

Following the Catholic Reformation, the cult of the Virgin Mary grew exponentially, and there was an increase in the number of sculptures depicting the stories of her life being produced by these Maine workshops. In the present lot, broad planes of drapery envelop the Virgin who delicately places her hand on the Christ Child. Her features are incised precisely, with almond-shaped eyes and carefully combed hair. The attribution to Gervais I Delabarre can be understood when considering the classical features of the Virgin Mary's face, and the gesture of the Child's hand reaching towards the breast, which are found in the Virgin and Child of St. Peter Cathedral in Poitiers, and the Virgin and Child in the church of St. Denis d'Orques, both by Gervais I Delabarre.





43

**DUTCH SCHOOL (17TH CENTURY)
PORTRAIT MINIATURE OF A GENTLEMAN**

Oil on copper

9.5cm x 8cm (3.75in x 3in)

£400-600



44

**GERMAN SCHOOL (17TH/18TH CENTURY)
TWO SAINT HEADS**

Oil on circular panel (2)

15cm x 15cm (6in x 6in)

Note: Possibly from a much larger set

£800-1,200

45

**DANUBE SCHOOL (16TH CENTURY)
A DEVOTIONAL SCENE**

Oil on panel

65.5cm x 37cm (25.75in x 14.5in)

Provenance: Yester House, Gifford

£4,000-6,000



46

**ITALIAN SCHOOL (18TH CENTURY)
RELIGIOUS SCENE**

Oil on canvas

60cm x 40cm (23.5in x 15.75in)

£1,500-2,000



47

**JOHN JACKSON R.A.
(BRITISH 1778-1831)
PORTRAIT OF FREDERICK,
DUKE OF YORK AND ALBANY**

Oil on canvas

75cm x 62cm (29.5in x 24.5in)

Provenance: Private Collection,
England. Formerly in the
collection of Derek Sherborn.

£10,000-15,000



John Jackson R.A. (1778- 1831) was a celebrated English painter, best known for his high society portraits. Jackson received early support from the landed gentry, notably Sir George Beaumont, 7th Baronet, who offered him residence at Castle Howard, where he could study and copy from Beaumont's extensive collection. He also received £50 per year which permitted him to attend the Royal Academy Schools. He was then elected as a member of the Royal Academy on 10th February 1817.

Jackson was a prolific portraitist, with numerous notable sitters including the Duke of Wellington, the explorer Sir John Franklin, and Prince Frederick, Duke of York and Albany. Prince Frederick (1763-1827) was the second son of King George III and Queen Charlotte, and served as the Commander-in-Chief of the British Army during the Napoleonic Wars. On 27th November 1784, Frederick was created Duke of York and Albany as well as Earl of Ulster. From 1820, he was the heir presumptive to his elder brother, King George IV, until his death in 1827.

This portrait of the Duke of York and Albany is an excellent example of Jackson's skill as a portraitist. Jackson was particularly influenced by Sir Thomas Lawrence and Henry Raeburn, which is notable in this piece in the remarkable realism and personality evoked, as well as his dramatic and unusual use of lighting. Several versions of this portrait were made by Jackson, which allows us to speculate that this was painted circa 1822, by comparing it to another very similar composition after John Jackson in the National Portrait Gallery in London, also dated circa 1822.



48

HANS WEIDITZ (GERMAN C.1495-1537)
DOUBLE SIDED WOODCUT

Woodcut

10cm x 15.5cm (3.75in x 6in), plate size

£1,500-2,000

49

ITALIAN SCHOOL (EARLY 17TH CENTURY)
PORTRAIT OF GREEK/VENETIAN ARTIST
ANTONIO VASSILACCHI (1556-1629)

Chalk

15cm x 12.5cm (6in x 5in)

£500-700



50

ITALIAN SCHOOL (17TH CENTURY)
THE DEPOSITION

Ink and wash

19.5cm x 27cm (7.75in x 10.5in)

£500-700

51

**ATTRIBUTED TO ESAIAS VAN DE VELDE (DUTCH 1587-1630)
STUDY OF HORSEMEN**

Chalk on paper

20cm x 23cm (8in x 9in)

£500-700



52

**CIRCLE OF NICHOLAS LANCRET
(FRENCH 1690-1743)
ELEGANT FIGURES DINING
BEFORE A WATERFALL**

Chalk

30cm x 21cm (12in x 8.25in)

£800-1,200



53

**AUGSBURG SCHOOL
(17TH/18TH CENTURY)
WOMAN AND CHILD WITH
BACCHUS AND PUTTI**

Silver plaque

18cm x 23cm (7in x 9in)

£2,000-3,000



54

**ATTRIBUTED TO WILLEM DE HEUSCH
(DUTCH 1625-1692)
SKETCH FOR ITALIANATE LANDSCAPE**

Red chalk on paper

19cm x 30.5cm (7.5in x 12iin)

Provenance:Christies New York 2010 - Sale 2289, Lot 46 as Circle of Jan Both.

£800-1,200

During the seventeenth century, a group of Dutch artists found themselves lured by the light of Italy. One such artist was the landscape painter Willem de Heusch, who lived in Italy from c.1640-45 until returning to his hometown of Utrecht by 1649. This period had a profound impact upon his work: going so far as to start signing his work G D Heusch, adopting the Italianate form of his name by using a 'G' rather than a 'W'; Guglielmo. Upon his return to Holland, he became Dean of the Guild of St Luke; fellow Dutch landscape painters Jan Both and Cornelis van Poelenburgh were also on the council.

Like his teacher, Jan Both, who he often emulated in his compositions, de Heusch painted romantic visions of the Campagna; the Italian countryside around Rome. Unlike Claude Lorrain, whose work from his time in Italy was highly influential to de Heusch, Willem rarely introduced biblical scenes into his landscapes, choosing to depict the utopian dream instead. This original red chalk and the following oil on panel of an Italianate Landscape evokes the Arcadian world that de Heusch is known for.

These two expressive pieces have only recently been reunited after hundreds of years apart, when the sketch was purchased from a major international auction house in New York and the oil on panel was purchased from the collection of an English Lord. The slender and delicate trees, which gracefully entwine themselves amongst each other, obscure the background, provoking a desire in the spectator to journey onwards into the distance. In the foreground, a shepherd herds three donkeys homewards along a rocky track.



55

**ATTRIBUTED TO WILLEM DE HEUSCH
(DUTCH 1625-1692)
ITALIANATE LANDSCAPE**

Oil on panel

23cm x 33cm (9in x 13in)

Provenance: Lord Shuttleworth,
Leck Hall, Private Collection

£3,000-5,000



56

**STUDIO OF
SIR ANTHONY VAN DYCK
(FLEMISH 1599-1641)
THE ASCENSION**

Oil on panel, en grisaille
63cm x 48cm (24.75in x 19in)

Provenance: Dorotheum, Vienna,
15th April 2008 where purchased by
the current owner;

Private Austrian Collection.

£5,000-7,000



Sir Anthony Van Dyck (1599- 1641) was the preeminent portrait painter of the seventeenth century. Born in Antwerp, he started painting at an early age and became a master in the Antwerp guild at the age of nineteen. At this time he was also working in the studio of the leading painter Peter Paul Rubens, who had a profound impact on his work. Van Dyck travelled widely in Europe, painting for numerous aristocratic patrons. From 1630 he was the court painter for the archduchess Isabella of Flanders, and from 1632 he was the principal court painter for Charles I of England.

Van Dyck is known to have sketched *en grisaille* in his early years in Antwerp, and also during his time in England. An example of this is his Assumption of the Virgin, which is held at the Akademie der Bildenden Künste in Vienna. This piece shows strong influences from Rubens, and is closely related to the current lot, notably in the kneeling figure of the bearded apostle at the lower left of this piece. This piece depicts the well-known account of the physical departure of Christ from the physical world into Heaven.



57

**CIRCLE OF JOSHUA REYNOLDS
(BRITISH 1723-1792)
PORTRAIT OF SIR ABRAHAM HUME
2ND BT. (1749-1838)**

Oil on canvas

49.5cm x 39.5cm (19.5in x 15.5in)

Note:The original is in the National Trust
at Belton House. *Mannings no.964*

£3,000-5,000

58

**ANDREW GEDDES
(BRITISH 1783-1844)
PORTRAIT OF A MAN,
PROBABLY NATHANIEL
PLIMER (1757-1822)**

Oil on canvas

72cm x 60cm (28.25in x 23.5in)

Provenance: Lyon & Turnbull
sale 385, 13th February 2013

£800-1,200



59

**CIRCLE OF WILLIAM HOGARTH
(BRITISH 1697-1764)
PORTRAIT OF A LADY IN A BONNET**

Oil on canvas

62cm x 53cm (24.5 x 21in)

£3,000-5,000



60

**CIRCLE OF SIR JOSHUA REYNOLDS
(BRITISH 1723-1792)
PORTRAIT OF THOMAS, LORD ERSKINE
(1750-1823) IN HIS LIBRARY**

Oil on canvas

126cm x 101cm (49.5in x 39.75in)

Note: Thomas Erskine was a distinguished advocate who defended Admiral Keppel, Lord George Gordon and Queen Caroline, amongst others. He became Lord Chancellor in 1806.

The original portrait by Reynolds was painted in 1786 and is no. 586 and figure 1477 in Mannings catalogue raisonne. It was given by the sitter to the Prince of Wales (later King George IV) and is in the Royal Collection. It is an identical depiction to the present painting. Mannings records that 'Waterhouse noted a moderately good copy in the style of a pupil of Lawrence hanging in the Edinburgh High School in 1950.' He records no other copies.

£2,000-3,000

61

**BRITISH SCHOOL
(19TH CENTURY)
HORATIO NELSON
INTEREST: HMS VICTORY
IN BATTLE**

Oil on metal
15cm x 31.5cm
(6in x 12.5in)
£500-700



62

**BRITISH SCHOOL (18TH CENTURY)
PORTRAIT OF JOSEPH WALSH**

Oil on canvas, oval
74cm x 61cm (29in x 24in)

Note: Joseph Walsh was the son of Enoch Walsh of the Madras Civil Service. He was Deputy Governor of Fort Marlborough, Sumatra, and of Fort St George, Madras, where he married Elizabeth Maskelyne (1677-1734). He died in 1731 and was buried at St Mary's Church, Fort St George, where his tombstone can still be seen today. His son, the noted scientist John Walsh (1726-1795), also served in the East India Company.

£1,000-1,500



63

**BRITISH SCHOOL (19TH CENTURY)
PORTRAIT OF A LADY OF THE ROLLAND FAMILY**

Oil on canvas
24cm x 20.5cm (9.5in x 8in)
£400-600



64

**CIRCLE OF AELBERT CUYP
(DUTCH 1620-1691)**

**EXTENSIVE RIVER LANDSCAPE WITH
RIDERS OVERLOOKING A TOWN**

Oil on panel

35cm x 55cm (13.75in x 21.75in)

Provenance: Sothebys London,
December 2008, Lot 211

£3,000-5,000



65

**ATTRIBUTED TO PATRICK NASMYTH
(SCOTTISH 1787-1831)**

COUNTRY COTTAGE WITH HORSES

Indistinctly signed, oil on canvas

25cm x 30cm (9.75in x 11.75in)

£1,000-1,500



66

RICHARD MORTON PAYE (BRITISH 1750-1821)**ST JAMES' DAY**

Oil on canvas

1-2.3cm x 119.4cm (40.25inx 47in)

Provenance: William Clay, Esq. of Gower Street. (1748-1824);

His sale, Christies, London, 5 June 1824 (Lot 95, bt. Johnson, £8.5);

Julius Ernst Guthe, Kepwick Hall, Thirsk, North Yorkshire (1857-1917);

Julius Ernst Guthe, Jr., Kepwick Hall, Thirsk, North Yorkshire (1885-1975);

Digby J. E. Guthe, Silton Hall, Neither Silton, North Yorkshire (1927-1982);

By descent.

Private Collection UK.

Exhibition: Royal Academy, London, 1788, 'St. James's Day'. no. 249.**£6,000-8,000****Literature:** The Literary Gazette: A Weekly Journal of Literature, Science, and the Fine Arts For the Year 1828, London, page 556.**Note:** This recently discovered major work by Richard Morton Paye is infused with satirical Hogarthian elements. It depicts St James' Day, traditionally a feast day to mark the start of the oyster season.

Paye was an innovative but underappreciated painter of everyday scenes featuring children. He exhibited regularly at the RA but few paintings are located today. Critical favour eluded Paye which perhaps he himself responded to through the rendering of the word Critick (sic) on the collar of the dog devouring the chicken in the corner of the painting. Paye also portrays himself with the indignity of being pickpocketed as he gazes out to the viewer.





67

**CARL GEORG KOSTER
(GERMAN 1812-1893)
WINTER LANDSCAPE**

Signed lower left, oil on board
12cm x 14cm (4.75in x 5.5in)

£800-1,200

68

**BRITISH SCHOOL (19TH CENTURY)
BRIGHTON BEACH**

Signed with initials JM and dated 1888, pastel
18cm x 26cm (7in x 10.25in)

£600-800



69

**JOHANN GOTTLOB FRIEDRICH TIEBEL
(GERMAN 1750-1796)
THE WATERMILL**

Watercolour
14cm x 18cm (5.5in x 7in)

£400-600





70

FREDERICK CALVERT (IRISH 1785-1845)
SHIPS AT ANCHOR

Signed and dated 1830, oil on canvas

59cm x 70cm (23in x 27.5in)

£3,000-5,000



71

**VICTOR GIFFORD AUDUBON
(FRENCH-AMERICAN 1809-1860)
HUDSON RIVER VIEW, NEW YORK STATE**

Oil on canvas

78cm x 103cm (30.7in x 40.3in)

£10,000-15,000

The early nineteenth century was a time of great change in Louisville, Kentucky, becoming the state's first city in 1828. The city had a mass influx of settlers at the turn of the century, with the population tripling between 1810 and 1820. One such settler was John James Audubon (1785- 1851), the noted ornithologist, naturalist and painter who moved to Louisville in 1808. Audubon married Lucy Bakewell and had two sons: Victor Gifford Audubon (1809- 1860), and John Woodhouse Audubon (1812- 1862). Their eldest son studied painting under his father before assisting him with the publication of his celebrated work *The Birds of America*, which was first published in sections between 1827 and 1838.

While Victor Gifford was a hardworking and successful clerk, travelling to London in 1832 to assist with the dissemination of his father's work internationally, he was also a talented artist in his own right. In London he took lessons in landscape painting from the Scottish artist John Wilson, and exhibited regularly at the Royal Academy of Arts. Audubon returned to America in 1840 to assist his father with the publication of his final work, *The Viviparous Quadrupeds of North America*. Both Audubon brothers assisted their father with this publication, with Victor contributing to the landscape details of the final volume, accurately depicting trees, plants, and general landscape backgrounds that he had become so talented with and fond of. Back in America, Victor exhibited regularly at the National Academy of Design from 1840, and was elected as a National Academician in 1846.



Audubon's oil on canvas painting *A View of Symonds Yat, Hudson River, New York State*, is a great example of his skill in landscape painting. The viewer notes the fine realism in this piece, as he naturalistically observes and documents the vista. His care and attention to detail, which he inherited from his father's ethnographic studies of nature, results in a piece that is in equal measure informative and enchanting. This fine scene embodies many of the characteristics of the Hudson River School of painters. This intensely Romantic art movement promotes American settlement and exploration, harmoniously living with nature. This is particularly noticeable with the addition of the sailing boat in the distance and the small building on the hills, showing humanity as present yet unobtrusive in our majestic natural surroundings.

Victor Gifford Audubon's landscape paintings offer a glimpse of a moment of great change in North America. Through his romantic, detailed portrayals of the Hudson River, such as *A View of Symonds Yat, Hudson River, New York State*, we note not only the artist's skill in depicting nature with acute accuracy that he inherited from his father, but also a love and fascination for the remarkable landscape in which he lived and worked.



72

**CIRCLE OF LAVERY (BRITISH EARLY 20TH CENTURY)
SKETCH OF A LADY**

Oil on panel

30.5cm x 25cm (12in x 10in)

£800-1,200

73

EDOUARD MANET (FRENCH 1832-1883)**JEANNE, JEUNE FILLE A L'OMBRELLE**

Etching

16.5cm x 10.5cm (6.5in x 4.25in)

£600-800



74

BENJAMIN BURNELL (BRITISH 1769-1828)**FULL LENGTH PORTRAIT OF A BOY SEATED ON STEPS**

Signed and dated 1st July 1800, pencil and chalk

40cm x 28cm (15.75in x 11in)

£300-500

75

EDWIN LANDSEER (BRITISH 1802-1873)**PORTRAIT OF GILBERT STUART NEWTON**

Ink on paper

16cm x 9cm (6.25in x 3.5in)

Provenance: With Roy Davids Ltd

£300-500





76

**19TH CENTURY CHINA TRADE SCHOOL
DRAGON BOAT RACING AND THREE OTHER VIEWS**

Oil on canvas, and three others, a set of four: 'Chinese New Year procession', 'Military skirmish' and 'Open-air theatre at night,' each in a faux bamboo frame (4)

49.5cm x 64cm (19.5in x 25.25in)

£8,000-12,000



Produced in response to the growing Western demand for 'exotic' goods in 18th and 19th centuries, China Trade paintings were made as souvenirs for the European and North American merchants visiting Chinese trade ports. Showing scenes from Chinese life, these paintings portrayed subjects which were likely to be of interest to Western visitors such as Chinese flora and fauna, imperial and bureaucratic scenes, and locations most often visited by foreign merchants such as the factories in Canton, the Pearl River and Macau. Some scenes were even inspired by, or copies of works by, European Old Masters. Catering to Western tastes, the style of these paintings is an amalgamation of Chinese and Western aesthetics.

This set of paintings are an unusual combination of subjects in distinctive faux bamboo frames. The first painting depicts dragon-boat racing, although first recorded in the Song Dynasty and still practised world-wide, it is however a rare subject for China Trade painters. The view of competing boats disappearing from view around a headland as crowds of onlookers watch from the cliff-tops would have been a dynamic visual record of life in China for a returning merchant or sea captain. Another surprising composition is the fourth scene, which depicts an armed conflict between warring Chinese

factions. It is tempting to suggest that the painting depicts The Taiping Rebellion, the civil war waged between the ruling Qing Dynasty and the Hakka-led Taiping Heavenly Kingdom between 1850 and 1864. However, it is not entirely clear as although some soldiers wear the typical uniform of red jackets and blue trousers of the Taiping forces, by no means all are, and the opposing side's uniforms are not readily identifiable. This raises further questions as to why Chinese artists, although painting for the export market, would choose to depict such a sensitive subject - an armed insurrection against the ruling dynasty. A conflict contemporary with the height of popularity of China Trade paintings, this scene could have been in commemoration of a successful, important victory for the Qing dynasty - a message to the world that the Qing Dynasty was strong and that this conflict was inconsequential.

As these works travelled west, China Trade paintings became bearers of information. While not wholly historically accurate, these scenes operated as valuable vehicles in the construction of reality, providing a wealth of information concerning globalisation, international trade, and daily life in China from the mid-18th to late 19th centuries.





77

**ATTRIBUTED TO
JAMES ARCHER
(SCOTTISH 1823-1904)
HEAD AND SHOULDERS
PORTRAIT OF A GIRL
WITH RINGLETS**

Pastel, oval, and a
companion a pair (2)

61cm x 51cm (24in x 20in)

£400-600



78

GEORGE FREDERICK WATTS (BRITISH 1817-1904)
HALF LENGTH PORTRAIT OF ALEXANDER LUMSDEN

Oil on canvas

60cm x 50cm (23.5in x 19.75in)

£1,500-2,500



79

**CIRCLE OF HENDRICK WILLEM MESDAG
(DUTCH 1831-1915)
UNLOADING THE CATCH**

Indistinctly signed, oil on canvas

55cm x 70cm (21.5in x 27.5in)

£3,000-5,000

80

**GEORGE LEON LITTLE (BRITISH 1862-1941)
HOMeward BOUND**

Signed, oil on panel

24cm x 34cm (9.5in x 13.5in)

£800-1,200



81

**ATTRIBUTED TO WILLIAM SHAYER
THE ELDER (BRITISH 1799-1879)
PATH THROUGH THE HIGHLANDS**

Oil on board

46cm x 61cm (18in x 24in)

£500-800





82

HENRY WEEKES R.A. (BRITISH 1807-1877)
HOUNDS ON A HUNT

Oil on canvas

84cm x 109.5cm (33in x 43in)

£3,000-5,000



83

**ROBERT GEMMELL HUTCHISON R.B.A., R.O.I., R.S.A., R.S.W.
(SCOTTISH 1860-1936)**

BY THE WINDOW

Signed, oil on board

46cm x 36cm (18in x 14in)

£1,000-1,500



84

**NICHOLAS CONDY (BRITISH 1793-1857)
PREPARING FISH**

Signed and dated 1850, oil on panel

31cm x 23cm (12in x 9in)

£500-700



85

**GERMAN SCHOOL (19TH CENTURY)
A TASTY MORSEL**

Indistinctly signed and dated 1838, oil on panel

35cm x 29cm (13.75in x 11.5in)

£500-700



86^s

CHARLES VINCENT LAMB R.H.A., R.U.A
(IRISH 1893-1964)
CONNEMARA FISHWIFE

Signed, oil on canvasboard
 41cm x 33cm (16in x 13in)

Provenance: The Estate of the Late Dr. Virginia Glenn
£3,000-5,000



87

SIR JOHN LAVERY R.A., R.S.A., R.H.A. (IRISH 1856-1941)**ON THE SHORE**

Signed and titled, indistinctly signed verso, oil on board

16.5cm x 26.5cm (6.49in x 10.43in)

£8,000-12,000

In the summer of 1887 John Lavery was recalled to Ulster to paint a large *plein air* group portrait of the Smiley family who lived at Drumalis, Larne, in county Antrim. Smiley was co-owner of The Northern Whig, and through his wife, his business interests extended to the Coats, Clark, Kerr thread making conglomerate that came together in Paisley in 1896.

Lavery's grand project, however, did not go well, and from two other extant small oil sketches, we can infer that the skies were unpredictable and sometimes overcast. The painter, nevertheless, managed to complete a portrait of his patron's four-year-old son (unlocated), which was shown in the winter exhibition of the Royal Society of British Artists in 1887. He and Hugh Houston Smiley remained in contact and the artist returned to Larne during August 1890, expressing his enthusiasm in an undated letter to his friend, Robert Macaulay Stevenson, and suggesting that he, James Guthrie and other Glasgow School painters might join him. Although this did not happen, Smiley enlisted George Walton, the architect brother of fellow 'Glasgow Boy', EA Walton, to redesign the interiors of the Larne house in 1893.

The present small sketch which dates from Lavery's first sojourn, can nevertheless be placed securely on the rocky county Antrim shore because of the unique character of a coastline that features black volcanic basalt boulders. Thrown up over four hundred million years ago these relics of lava layers, broke through the limestone crust and can be seen in the cliffs and sands of the area. They proved exciting to geologists in the first post-Darwinian age, in indicating that the world was much older than the Biblical creationists of the day had calculated. Although he would return regularly to Ulster in later years, these tiny Larne beach scenes were among the first pictures painted of Lavery's native province.

*With thanks to Kenneth McConkey
for his help in cataloguing this painting.*





88

**ROBERT
CLEMINSON
(BRITISH
1864-1903)
SETTERS WITH
THE DAY'S BAG**

Signed, oil on
canvas, and a
companion a pair (2)

71cm x 91cm
(28in x 36in)

£2,000-3,000



89^s

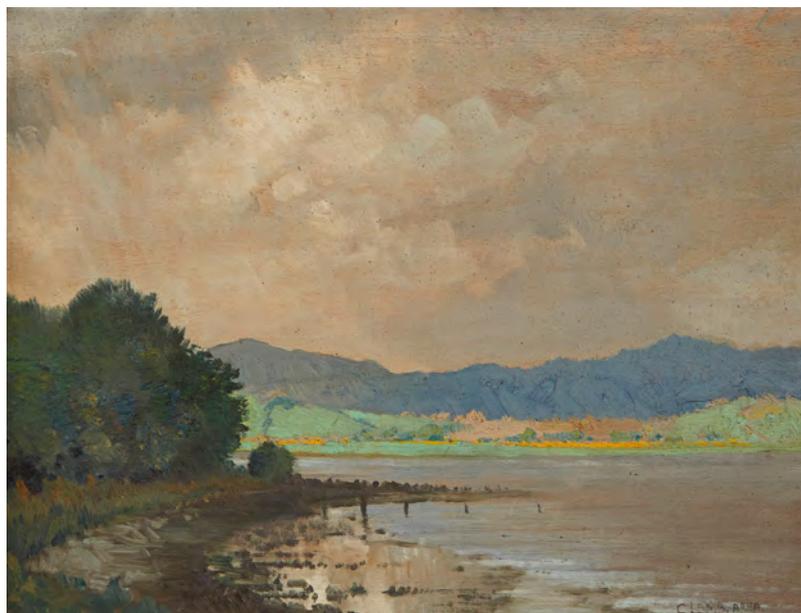
CHARLES VINCENT LAMB
R.H.A., R.U.A (IRISH 1893-1964)
BY THE LOCH

Signed, oil on board

30.5cm x 41cm (12in x 16in)

Provenance: The Estate of
 the Late Dr. Virginia Glenn

£500-800



90

SAM BOUGH R.S.A., R.S.W.
(SCOTTISH 1822-1878)
CARSE OF GOWIE

Signed, inscribed and dated
 1869, watercolour

33cm x 51cm (13in x 20in)

£500-800

91

HUGH CAMERON
R.S.A., R.S.W., R.O.I.
(SCOTTISH 1835-1918)
RUSTIC JOY

Signed and dated 1886, oil
 on canvas

52cm x 85cm (20.5in x 33.5in)

Exhibited: Royal Scottish
 Academy 1887, no.202

£600-800





92

**MANNER OF VERBRUGGEN (18TH CENTURY DUTCH SCHOOL)
STILL LIFE OF FLOWERS IN A VASE ON STONE LEDGE**

Oil on canvas

57.5cm x 50cm (22.75in x 19.5in)

£800-1,200



93 ⁵

**KEITH CRESSWELL
(BRITISH 1940-1989)
ASSORTED FLOWERS IN A
BLUE AND WHITE VASE**

Signed, inscribed and dated
'Bachbrook '84', oil on canvas,
and a companion a pair (2)

76cm x 61cm (30in x 24in)

£1,000-1,500



94

ITALIAN SCHOOL (19TH CENTURY)**A HELPING HAND**

Oil on canvas

74cm x 51cm (29in x 20in)

£800-1,200



95

ADRIANO BONIFAZI (ITALIAN 1858-1914)**BELLA DONNA**Signed, inscribed and dated 'Assisi, 1884'; oil on panel,
and another, a companion, a pair (2)

29.5cm x 23cm (11.5in x 9in)

£600-800





96 ^s

SIR ERNEST ALBERT WATERLOW
R.A (BRITISH 1850-1998)

EARLY SPRING RIVIERA

Signed, inscribed verso, oil on canvas

61cm x 91cm (24in x 36in)

£2,000-3,000



97

**THOMAS ROSE MILES
(BRITISH 1869-1910)**

EARLY MORNING SOUTHEND SANDS

Signed, signed and inscribed verso, oil
on canvas

46cm x 66cm (18in x 26in)

Provenance: Collection of Dr. Karl Mullen,
who was a renowned Irish Rugby legend,
and Triple Crown winner in 1948

£800-1,200

98

**WILLIAM HAROLD CUBLEY
(BRITISH 1816-1896)**
**A WOODED RIVER LANDSCAPE
WITH FISHERMAN**

Indistinctly signed and dated
1865, oil on canvas

66cm x 102cm (26in x 40in)

£600-800



99

**ATTRIBUTED TO
JOHN CHARLES MAGGS
(BRITISH 1819-1896)**

THE BATH TO BRISTOL COACH

Bears traces of other signature,
oil on canvas

61cm x 91cm (24in x 36in)

£400-600



100

W. H. WATSON (BRITISH 1886-1964)

SHEEP IN A MOUNTAIN LANDSCAPE

Signed and dated 1926, oil on canvas and a companion pair 'Cattle by a Loch' (2)

36cm x 53.5cm (14in x 21in)

£1,500-2,500





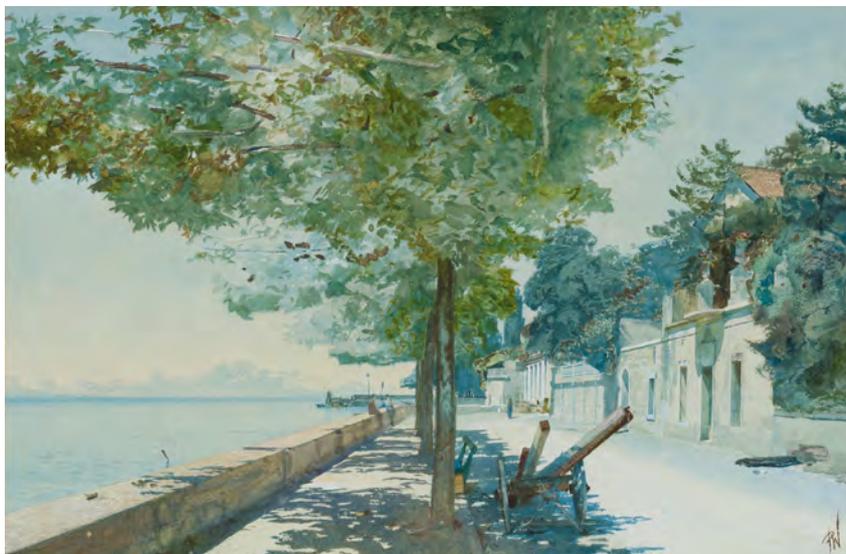
101

PW** (ITALIAN 19TH CENTURY)
ON THE ITALIAN LAKES**

Signed with initials, watercolour and
two others by the same hand, a set of
three (3)

35cm x 52cm (13.75in x 20.5in)

£400-600



102

**GIUSEPPE CARELLI
(ITALIAN 1858-1921)
NEAR POSILLIPO**

Signed, oil on panel

51cm x 32cm (20in x 12.5in)

Note: Bears trade label verso
G.Sommer & Figlio, Napoli

£600-800



Near POSILIPPO



103

GIUSEPPE CARELLI (ITALIAN 1858-1921)

POSILLIPO

Signed, oil on board and another by the same hand 'Pozzuoli Procida and Ischia' (2)

28cm x 49.5cm (11in x 19.5in)

£800-1,200





104

GIUSEPPE CARELLI (ITALIAN 1858-1921)
NAPLES EVENING

Signed, oil on board and another by the same hand 'Capri morning' (2)
 28cm x 49.5cm (11in x 19.75in)

£800-1,200





105

**WILLIAM WEEKES
(BRITISH 1856-1909)
A CONSULTATION**

Signed, oil on panel
and a companion a pair
'Darby and Joan' (2)

28cm x 20cm (11in x 8in)

£2,000-3,000





106 ⁵

LIONEL DALHOUSIE ROBERTSON
EDWARDS R.I., R.C.A (BRITISH 1878-1966)
FAZAN AND DUPLICATOR

Signed, inscribed and dated 1949, oil on canvas
 66cm x 76cm (26in x 30in)

£3,000-5,000

WILLIAM MCTAGGART R.S.A.,
R.S.W (SCOTTISH 1835-1910)
THE FLEET LEAVING PORT
SETON HARBOUR [DETAIL]

Signed, oil on canvas

66cm x 70cm (26in x 27.5in)

£10,000-15,000



The background of the entire page is a textured oil painting of a seascape. In the foreground, there's a dark, rocky outcrop with a thin, vertical wooden post. The middle ground shows a body of water with several small, reddish-brown boats or structures. In the background, a pier or breakwater extends into the sea, with a prominent red vertical post. The sky is a mix of muted blues, greys, and browns, suggesting an overcast day. The overall style is expressive and somewhat somber.

SCOTTISH PAINTINGS & SCULPTURE

Auction Wednesday 15th July 2020
Open for consignments until
Friday 5th June 2020

We are standing by to offer valuations and advice via email, video conference and phone. For lots valued at over £1,000 we are also offering a free collection service throughout the UK*

To arrange a valuation or find out more please contact Nick Curnow on 0131 557 8844 or nick.curnow@lyonandturnbull.com

LYON & TURNBULL
AUCTIONEERS SINCE 1826

* Subject to governmental restrictions, terms & conditions.

CONDITIONS OF SALE 19.2

FOR BUYERS (UK)

These Conditions of Sale and the Saleroom Notices as well as specific Catalogue terms, set out the terms on which we offer the Lots listed in this Catalogue for sale. By registering to bid and/or by bidding at auction You agree to these terms, we recommend that You read them carefully before doing so. You will find a list of definitions and a glossary at the end providing explanations for the meanings of the words and expressions used. Special terms may be used in Catalogue descriptions of particular classes of items (Books, Jewellery, Paintings, Guns, Firearms, etc.) in which case the descriptions must be interpreted in accordance with any glossary appearing in the Catalogue. These notices and terms will also form part of our terms and conditions of sales.

In these Conditions the words "Us", "Our", "We" etc. refers to Lyon & Turnbull Ltd, the singular includes the plural and vice versa as appropriate. "You", "Your" means the Buyer.

Lyon & Turnbull Ltd. acts as agent for the Seller.

A. BEFORE THE SALE

1. DESCRIPTIONS OF LOTS

Whilst we seek to describe Lots accurately, it may be impractical for us to carry out exhaustive due diligence on each Lot. Prospective Buyers are given ample opportunities to view and inspect before any sale and they (and any independent experts on their behalf) must satisfy themselves as to the accuracy of any description applied to a Lot. Prospective Buyers also bid on the understanding that, inevitably, representations or statements by us as to authorship, genuineness, origin, date, age, provenance, condition or Estimated selling price involve matters of opinion. We undertake that any such opinion shall be honestly and reasonably held and only accept liability for opinions given negligently or fraudulently. Subject to the foregoing neither we the Auctioneer or our employees or agents accept liability for the correctness of such opinions and no warranties, whether relating to description, condition or quality of Lots, express, implied or statutory, are given. Please note that photographs/images provided may not be fully representative of the condition of the Lot and should not be relied upon as indicative of the overall condition of the Lot. All dimensions and weights are approximate only.

2. OUR RESPONSIBILITY FOR OUR DESCRIPTION OF LOTS

We do not provide any guarantee in relation to the nature of a Lot apart from our authenticity warranty contained in paragraph E.2 and to the

extent provided below.

(a) Condition Reports: Condition Reports are provided on our Website or upon request. The absence of a report does not imply that a Lot is without imperfections. Large numbers of such requests are received shortly before each sale and department specialists and administration will endeavour to respond to all requests although we offer no guarantee. Any statement in relation to the Lot is merely an expression of opinion of the Seller or us and should not be relied upon as an inducement to bid on the Lot. Lots are available for inspection prior to the sale and You are strongly advised to examine any Lot in which You are interested prior to the sale. Our Condition Reports are not prepared by professional conservators, restorers or engineers. Our Condition Report does not form any contract between us and the Buyer. The Condition Report does not affect the Buyer's obligations in any way.

(b) Estimates: Estimates are placed on each Lot to help Buyers gauge the sums involved for the purchase of a particular Lot. Estimates do not include the Buyer's Premium or VAT. Estimates are a matter of opinion and prepared in advance. Estimates may be subject to change and are for guidance only and should not be relied upon.

(c) Catalogue Alterations: Lot descriptions and Estimates are prepared in advance of the sale and may be subject to change. Any alterations will be announced on the Catalogue alteration sheet, made available prior to the sale. It is the responsibility of the Buyer to make themselves aware of any alterations which may have occurred.

3. WITHDRAWAL

Lyon & Turnbull may, at its discretion, withdraw any Lot at any time prior to or during the sale of the Lot. Lyon & Turnbull has no liability to You for any decision to withdraw.

4. JEWELLERY, CLOCKS & OTHER ITEMS

(a) Jewellery:

(i) Coloured gemstones (such as rubies, sapphires and emeralds) may have been treated to enhance their look, through methods such as heating and oiling. These methods are accepted practice but may make the gemstone less strong and/or require special care in future.

(ii) All types of gemstones may have been improved by some method. You may request a gemmological report for any Lot which does not have a report if the request is made to us at least three weeks before the date of the sale and You pay the fee for the report in advance of receiving said report.

(iii) We do not obtain a gemmological

report for every gemstone sold in our sales. Where we do get gemmological reports from internationally accepted gemmological laboratories, such reports may be described in the Sale Particulars. Reports will describe any improvement or treatment only if we request that they do so, but will confirm when no improvement or treatment has been made. Because of differences in approach and technology, laboratories may not agree whether a particular gemstone has been treated, the amount of treatment or whether treatment is permanent. The gemmological laboratories will only report on the improvements or treatments known to the laboratories at the date of the report.

(iv) For jewellery sales, all Estimates are based on the information in any gemmological report or, if no gemmological report is available, You should assume that the gemstones may have been treated or enhanced.

(b) Clocks & Watches: All Lots are sold "as seen", and the absence of any reference to the condition of a clock or watch does not imply the Lot is in good condition and without defects, repairs or restorations. Most clocks and watches will have been repaired during their normal lifetime and may now incorporate additional/newer parts. Furthermore, we make no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, Buyers should be aware that a general service, change of battery or further repair work, for which the Buyer is solely responsible, may be necessary. Buyers should also be aware that we cannot guarantee a watch will remain waterproof if the back is removed. Buyers should be aware that the importing watches such as Rolex, Frank Muller and Corum into the United States is highly restricted. These watches cannot be shipped to the USA and only imported personally. Clocks may be sold without pendulums, weights or keys.

(c) Alcohol: may only be sold to persons aged of 18 years and over. By registering to bid, You affirm that You are at least that age. All collections must be signed for by a person over the age of 18. We Reserve the right to ask for ID from the person collecting. Buyers of alcohol must make appropriate allowances for natural variations of ullages, conditions of corks and wine. We can provide no guarantees as to how the alcohol may have been stored. There is always a risk of cork failure and allowance by the Buyer must be made. Alcohol is sold "as is" and quality of the alcohol is entirely at the risk of the Buyer and no warranties are given.

(d) Books-Collation: If on collation any named item in the sale Catalogue proves defective, in text or illustration the Buyer may reject the Lot provided he returns it within 21 days of the sale stating the defect in writing. This, however, shall not apply in the case of unnamed items, periodicals, autographed letters, music M.M.S., maps, drawings nor in respect of damage to bindings, stains, foxing, marginal worm holes or other defects not affecting the completeness of the text nor in respect of Defects mentioned in the Catalogue, or at the time of sale, nor in respect of Lots sold for less than £300.

(e) Electrical Goods: are sold as "works of art" only and if bought for use must be checked over for compliance with safety regulations by a qualified electrician first. Use of such goods is entirely at the risk of the Buyer and no warranties as to safety of the goods are given.

(f) Upholstered items: are sold as "works of art" only and if bought for use must be checked over for compliance with safety regulations (items manufactured prior to 1950 are exempt from any regulations). Use of such goods is entirely at the risk of the Buyer and no warranties as to safety of the goods are given. We provide no guarantee as to the originality of any wood/material contained within the item.

B. REGISTERING TO BID

1. NEW BIDDERS

(a) If this is Your first time bidding at Lyon & Turnbull or You are a returning Bidder who has not bought anything from us within the last two years You must register at least 48 hours before an auction to give us enough time to process and approve Your registration. We may, at our discretion, decline to permit You to register as a Bidder. You will be asked for the following:

(i) Individuals: Photo identification (driving licence, national identity card or passport) and, if not shown on the ID document, proof of Your current address (for example, a current utility bill or bank statement)

(ii) Corporate clients: Your Certificate of Incorporation or equivalent document(s) showing Your name and registered address together with documentary proof of directors and beneficial owners, and;

(iii) Trusts, partnerships, offshore companies and other business structures please contact us directly in advance to discuss requirements.

(b) We may also ask You to provide a financial reference and/or a deposit to allow You to bid. For help, please contact our Finance Department on +44(0)131 557 8844.

2. RETURNING BIDDERS

We may at our discretion ask You for current identification as described in paragraph B.1.(a) above, a finance reference or a deposit as a condition of allowing You to bid. If You have not bought anything from us in the last two years, or if You want to spend more than on previous occasions, please contact our Finance Department on +44(0)131 557 8844.

3. FAILURE TO PROVIDE THE RIGHT DOCUMENTS

If in our opinion You do not satisfy our Bidder identification and registration procedures including, but not limited to, completing any anti-money laundering and/or anti-terrorism financing checks we may require to our satisfaction, we may refuse to register You to bid, and if You make a successful bid, we may cancel the contract between You and the Seller.

4. BIDDING ON BEHALF OF ANOTHER PERSON

(a) As an authorised Bidder: If You are bidding on behalf of another person, that person will need to complete the registration requirements above before You can bid, and supply a signed letter authorising You to bid for him/her.

(b) As agent for an undisclosed principal: If You are bidding as an agent for an undisclosed principle (the ultimate Buyer(s)) You accept personal liability to pay the Purchase Price and all other sums due, unless it has been agreed in writing with us before commencement of the auction that the Bidder is acting as an agent on behalf of a named third party acceptable to us and we will seek payment from the named third party.

5. BIDDING IN PERSON

If You wish to bid in the saleroom You must register for a numbered bidding paddle before You begin bidding. Please ensure You bring photo identification with You to allow us to verify Your registration.

6. BIDDING SERVICES

The bidding services described below are a free service offered as a convenience to our clients and we are not responsible for any error (human or otherwise), omission or breakdown in providing these services.

(a) Phone bids

Your request for this service must be made no later than 12 hours prior to the auction. We will accept bids by telephone for Lots only if our staff are available to take the bids. If You need to bid in a language other than English You should arrange this Well before the auction. We do not accept liability for failure to do so or for errors and omissions in connections.

(b) Internet Bids

For certain auctions we will accept bids over the internet. For more information please visit our Website. We will use reasonable efforts to carry out online bids and do not accept liability for equipment failure, inability

to access the internet or software malfunctions related to execution of online bids/ live bidding.

(c) Written Bids

While prospective Buyers are strongly advised to attend the auction and are always responsible for any decision to bid for a particular Lot and shall be assumed to have carefully inspected and satisfied themselves as to its condition we shall, if so instructed, clearly and in writing execute bids on their behalf. Neither the Auctioneer nor our employees nor agents shall be responsible for any failure to do so. Where two or more commission bids at the same level are recorded we Reserve the right in our absolute discretion to prefer the first bid so made. Bids must be expressed in the currency of the saleroom. The Auctioneer will take reasonable steps to carry out written bids at the lowest possible price, taking into account the Reserve. If You make a written bid on a Lot which does not have a Reserve and there is no higher bid than Yours, we will bid on Your behalf at around 50% of the lower Estimate or, if lower, the amount of Your bid.

C. DURING THE SALE

1. ADMISSION TO OUR AUCTIONS

We shall have the right at our discretion, to refuse admission to our premises or attendance at our auctions by any person. We may refuse admission at any time before, during or after the auction.

2. RESERVES

Unless indicated by an insert symbol (Δ), all Lots in this Catalogue are offered subject to a Reserve. A Reserve is the confidential Hammer Price established between us and the Seller. The Reserve is generally set at a percentage of the low Estimate and will not exceed the low Estimate for the Lot.

3. AUCTIONEER'S DISCRETION

The maker of the highest bid accepted by the Auctioneer conducting the sale shall be the Buyer and any dispute shall be settled at the Auctioneer's absolute discretion. The Auctioneer may move the bidding backwards or forwards in any way he or she may decide or change the order of the Lots. The Auctioneer may also; refuse any bid, withdraw any Lot, divide any Lot or combine any two or more Lots, reopen or continuing bidding even after the hammer has fallen.

4. BIDDING

The Auctioneer accepts bids from:

(a) Bidders in the saleroom;

(b) Telephone Bidders, and internet Bidders through Lyon & Turnbull Live or any other online bidding platform we have chosen to list on and;

(c) Written bids (also known as absentee bids or commission bids) left with us by a Bidder before the auction.

5. BIDDING INCREMENTS

Bidding increments shall be at the Auctioneer's sole discretion.

6. CURRENCY CONVERTER

The saleroom video screens and bidding platforms may show bids in some other major currencies as Well as sterling. Any conversion is for guidance only and we cannot be bound by any rate of exchange used. We are not responsible for any error (human or otherwise) omission or breakdown in providing these services.

7. SUCCESSFUL BIDS

Unless the Auctioneer decides to use their discretion as set out above, when the Auctioneer's hammer falls, we have accepted the last bid. This means a contract for sale has been formed between the Seller and the successful Bidder. We will issue an invoice only to the registered Bidder who made the successful bid. While we send out invoices by post/or email after the auction, we do not accept responsibility for telling You whether or not Your bid was successful. If You have bid by written bid, You should contact us by telephone or in person as soon as possible after the auction to get details of the outcome of our bid to avoid having to pay unnecessary storage charges.

8. RELEVANT LEGISLATION

You agree that when bidding in any of our sales that You will strictly comply with all relevant legislation including local laws and regulations in force at the time of the sale for the relevant saleroom location.

D. THE BUYER'S PREMIUM, TAXES AND ARTIST'S RESALE ROYALTY

1. THE PURCHASE PRICE

For each Lot purchased a Buyer's Premium of 25% of the Hammer Price of each Lot up to and including £300,000, plus 20% from £300,001 thereafter. VAT at the appropriate rate is charged on the Buyer's Premium. No VAT is payable on the Hammer Price or premium for printed books or unframed maps bought at auction.

Live online bidding may be subject to an additional premium (level dependent on the live bidding service provider chosen). This additional premium is subject to VAT at the appropriate rate as above.

2. VALUE ADDED TAX

Value Added Tax is charged at the appropriate rate prevailing by law at the date of sale and is payable by Buyers of relevant Lots.

(a) Lots affixed with (\dagger): Value Added Tax on the Hammer Price is imposed by law on all items affixed with a dagger (\dagger). This imposition of VAT maybe because the Seller is registered for VAT within the European Union and is not operating under a Margin Scheme.

(b) Lots affixed with (*): A reduced rate of Value Added Tax on the Hammer Price of 5% is payable. This indicates that a Lot has been imported from

outwit the European Union. This reduced rate is applicable to Antique items.

(c) Lots affixed with (Ω): Standard rate of Value Added Tax on the Hammer Price and Premium is payable. This applies to items that have been imported from outwit the European Union and do not fall within the reduced rate category outlined above.

3. ARTIST'S RESALE ROYALTY (DROIT DE SUITE)

This symbol \S indicates works which may be subject to the Droit de Suite or Artist's Resale Right, which took effect in the United Kingdom on 14th February 2006. We are required to collect a royalty payment for all qualifying works of art. Under new legislation which came into effect on 1st January 2012 this applies to living artists and artists who have died in the last 70 years. This royalty will be charged to the Buyer on the Hammer Price and in addition to the Buyer's Premium. It will not apply to works where the Hammer Price is less than €1,000 (euros). The charge for works of art sold at and above €1,000 (euros) and below €50,000 (euros) is 4%. For items selling above €50,000 (euros), charges are calculated on a sliding scale. All royalty charges are paid to the Design and Artists Copyright Society ('DACS') and no handling costs or additional fees are retained by the Auctioneer. Resale royalties are not subject to VAT. Please note that the royalty payment is calculated on the rate of exchange at the European Central Bank on the date of the sale. More information on Droit de Suite is available at www.dacs.org.uk.

E. WARRANTIES

1. SELLER'S WARRANTIES

For each Lot, the Seller gives a warranty that the Seller;

(a) Is the owner of the Lot or a joint owner of the Lot acting with the permission of the other co-owners, or if the Sellers is not the owner or a joint owner of the Lot, has the permission of the owner to sell the Lot, or the right to do so in law, and;

(b) Had the right to transfer ownership of the Lot to the Buyer without any restrictions or claims by anyone else.

If either other above warranties are incorrect, the Seller shall not have to pay more than the Purchase Price (as defined in the glossary) paid by You to us. The Seller will not be responsible to You for any reason for loss of profits or business, expected savings, loss of opportunity or interest, costs, damages, other damages or expense. The Seller gives no warranty in relation to any Lot other than as set out above and, as far as the Seller is allowed by law, all warranties from the Seller to You, and all obligations upon the Seller which may be added to this agreement by law, are excluded.

2. AUTHENTICITY GUARANTEE

We guarantee that the authorship, period, or origin (collectively, "Authorship") of each Lot in this Catalogue is as stated in the BOLD or CAPITALISED type heading in the Catalogue description of the Lot, as amended by oral or written saleroom notes or announcements. We make no warranties whatsoever, whether express or implied, with respect to any material in the Catalogue other than that appearing in the Bold or Capitalised heading and subject to the exclusions below.

In the event we, in our reasonable opinion, deem that the conditions of the authenticity guarantee have been satisfied, it shall refund to the original purchaser of the Lot the Hammer Price and applicable Buyer's Premium paid for the Lot by the original purchaser. This Guarantee does not apply if:

- (a) The Catalogue description was in accordance with the opinion(s) of generally accepted scholar(s) and expert(s) at the date of the sale, or the Catalogue description indicated that there was a conflict of such opinions; or
- (b) the only method of establishing that the Authorship was not as described in the Bold or Capitalised heading at the date of the sale would have been by means or processes not then generally available or accepted; unreasonably expensive or impractical to use; or likely (in our reasonable opinion) to have caused damage to the Lot or likely to have caused loss of value to the Lot; or

(c) There has been no material loss in value of the Lot from its value had it been in accordance with its description in the Bold or Capitalised type heading.

This Guarantee is provided for a period of one year from the date of the relevant auction, is solely for the benefit of the original purchaser of the Lot at the auction and may not be transferred to any third party. To be able to claim under this Authenticity Guarantee, the original purchaser of the Lot must:

- (a) notify us in writing within one month of receiving any information that causes the original purchaser of record to dispute the accuracy of the Bold or Capitalised type heading, specifying the Lot number, date of the auction at which it was purchased and the reasons for such dispute; and
- (b) return the Lot to our registered office in the same condition as at the date of sale to the original purchaser of record and be able to transfer good title to the Lot, free from any third party claims arising after the date of such sale.

We have discretion to waive any of the above requirements. We may require the original purchaser of the Lot to obtain, at the original purchaser of Lot's cost, the reports of two independent and recognised experts in the field. The reports must be mutually acceptable to us and the original

purchaser of the Lot. We shall not be bound by any reports produced by the original purchaser of the Lot, and Reserves the right to seek additional expert advice at its own expense. It is specifically understood and agreed that the rescission of a sale and the refund of the original Purchase Price paid (the successful Hammer Price, plus the Buyer's Premium) is exclusive and in lieu of any other remedy which might otherwise be available as a matter of law. Lyon & Turnbull and the Seller shall not be liable for any incidental or consequential damages incurred or claimed, including without limitation, loss of profits or interest.

3. YOUR WARRANTIES

(a) You warrant that the funds used for settlement are not connected with any criminal activities, including tax evasion and You are neither; under investigation, have been charged with or convicted of money laundering, terrorist activities or other crimes.

(b) Where You are bidding on behalf of another person You warrant that:

- (i) You have conducted appropriate customer due diligence on the ultimate Buyer(s) of the Lot(s) in accordance with all relevant anti-money laundering legislation, consent to us relying on this due diligence, and You will retain for a period of not less than five years the documentation evidencing the due diligence. You will make such documentation promptly available for immediate inspection by a third party auditor upon our written request to do so;

(ii) The arrangements between You and the ultimate Buyer(s) in relation to the Lot or otherwise do not, in whole or in part, facilitate tax crimes, and;

(iii) You do not know, and have no reason to suspect that the funds used for settlement are connected with the proceeds of any criminal activity, including tax evasion, or that the ultimate Buyer(s) are under investigation or have been charged with or convicted of money-laundering, terrorist activities, or other crimes.

F. PAYMENT

1. MAKING PAYMENT

(a) Within 7 days of a Lot being sold You will pay to us the Total Amount Due in cash or by such other method as is agreed by us. We accept cash, bank transfer (details on request), debit cards and Visa or MasterCard credit cards. Please note that we do not accept cash payments over £5,000 per Buyer per year.

(b) Any payments by You to us can be applied by us towards any sums owing by You to us howsoever incurred and without agreement by You or Your agent, whether express or implied.

(c) We will only accept payment from the registered Bidder. Once issued, we cannot change the Buyer's name on an invoice or re-issue the invoice in a different name.

(d) The ownership of any Lots purchased shall not pass to You until

You have made payment in full to us of the Total Amount Due. The risk in and the responsibility for the Lot will transfer to You from whichever is the earlier of the following:

- (i) When You collect the Lot; or
 - (ii) At the end of the 30th day following the date of the auction, or, if earlier, the date the Lot is taken into care by a third party unless we have agreed otherwise with You in writing.
- (e) You shall at Your own risk and expense take away any Lots that You have purchased and paid for not later than 7 working days following the day of the auction or upon the clearance of any cheque used for payment whichever is later. We can provide You with a list of shippers. However, we will not be responsible for the acts or omissions of carriers or packers whether or not recommended by us.
- (f) No purchase can be claimed or removed until it has been paid for.
- (g) It is the Buyer's responsibility to ascertain collection procedures, particularly if the sale is not being held at our main sale room and the potential storage charges for Lots not collected by the appropriate time.

2. IN THE EVENT OF NON-PAYMENT

If any Lot is not paid for in full and taken away in accordance with these Conditions or if there is any other breach of these Conditions, we, as agent for the Sellers and on their behalf, shall at our absolute discretion and without prejudice to any other rights we may have, be entitled to exercise one or more of the following rights and remedies:

- (a) To proceed against You for damages for breach of contract;
- (b) To rescind the contract for sale of that Lot and/or any other Lots sold by us to You;
- (c) To resell the Lot(s) (by auction or private treaty) in which case You shall be responsible for any resulting deficiency in the Total Amount Due (after crediting any part payment and adding any resale costs).
- (d) To remove, store and insure the Lot in the case of storage, either at our premises or elsewhere and to recover from You all costs incurred in respect thereof;
- (e) To charge interest at a rate of 5% a year above the Bank of Scotland base rate from time to time on all sums outstanding for more than 7 working days after the sale;
- (f) To retain that or any other Lot sold to You until You pay the Total Amount Due;
- (g) To reject or ignore bids from You or Your agent at future auctions or to impose conditions before any such bids shall be accepted;
- (h) To apply any proceeds of sale of other Lots due or which become due to You towards the settlement of the Total Amount Due by You and to exercise a lien over any of Your property in our possession for any

purpose until the debt due is satisfied. You will be deemed to have granted such security to us and we may retain such property as collateral security for Your obligations to us; we may decide to sell Your property in any way we think appropriate. We will use the proceeds of the sale against any amounts You owe us and we will pay any amount left from that sale to You. If there is a shortfall, You must pay us the balance; and

(i) Take any other action we see necessary or appropriate.

G. COLLECTION & STORAGE

(1) It is the Buyer's responsibility to ascertain collection procedures, particularly if the sale is not being held at our main sale room and the potential storage charges for Lots not collected by the appropriate time. Information on collection is set out in the Catalogue and our Website

(2) Unless agreed otherwise, You must collect purchased Lots within seven days from the auction. Please note the Lots will only be released upon full payment being received.

(3) If You do not collect any Lot within seven days following the auction we can, at our discretion;

- (i) Charge You storage costs at the rates set out on our Website.
- (ii) Move the Lot to another location or an affiliate or third party and charge You transport and administration costs for doing so and You will be subject to the third party storage terms and pay for their fees and costs.
- (iii) Sell the Lot in any way we think reasonable.

H. TRANSPORT & SHIPPING

1. TRANSPORT AND SHIPPING

We will include transport and shipping information with each invoice sent to You as well as displayed on our Website. You must make all transport and shipping arrangements.

2. EXPORT OF GOODS

Buyers intending to export goods should ascertain:

- (a) Whether an export licence is required; and
- (b) Whether there is any specific prohibition on importing goods of that character, e.g. items that may contain prohibited materials such as ivory or rhino horn. It is the Buyer's sole responsibility to obtain any relevant export or import licence. The denial of any licence or any delay in obtaining licences shall neither justify the recession of any sale nor any delay in making full payment for the Lot.

3. CITES: ENDANGERED PLANTS AND ANIMALS LEGISLATION

Please be aware that all Lots marked with the symbol Y may be 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>

We accept no liability for any Lots

which may be subject to CITES but have not been identified as such.

I. OUR LIABILITY TO YOU

(a) We give no warranty in relation to any statement made, or information given, by us, our representatives or employees about any Lot other than as set out in the authenticity warranty and as far as we are allowed by law, all warranties and other terms which may be added to this agreement by law are excluded. The Seller's warranties contained in paragraph E.1 are their own and we do not have a liability in relation to those warranties.

(b) (i) We are not responsible to You for any reason whether for breaking this agreement or any other matter relating to Your purchase of, or bid for, any Lot other than in the event of fraud or fraudulent misrepresentation by us other than as expressly set out in these conditions of sale; or

(ii) We do not give any representation, warranty or guarantee or assume any liability for a kind in respect of any Lot with regard to merchantability, fitness for a particular purpose, description, size, quality, condition, attribution, authenticity, rarity, importance, medium, provenance, exhibition history, literature or historical relevance, except as required by local law, any warranty of any kind is excluded by this paragraph.

(c) In particular, please be aware that our written and telephone bidding services, Lyon & Turnbull Live, Condition Reports, currency converter and saleroom video screens are free services and we are not responsible for any error (human or otherwise) omission or breakdown in these services.

(d) We have no responsibility to any person other than a Buyer in connection with the purchase of any Lot

(e) If in spite of the terms of this paragraph we are found to be liable to You for any reason, we shall not have to pay more than the Purchase Price paid by You to us. We will not be responsible for any reason for loss of profits, business, loss of opportunity or value, expected savings or interest, costs damages or expenses.

J. OTHER TERMS

1. OUR ABILITY TO CANCEL

In addition to the other rights of cancellation contained in this agreement, we can cancel the sale of a Lot if;

- (i) Any of our warranties are not correct, as set out in paragraph E.3,
- (ii) We reasonably believe that completing the transaction is or may be unlawful; or
- (iii) We reasonably believe that the sale places us or the Seller under any liability to anyone else or may damage our reputation.

2. RECORDINGS

We may videotape and record proceedings at any auction. We will keep any personal information confidential, except to the extent disclosure is required by law if You do not wish to be videotaped. You may make arrangements to bid by telephone or a written bid or bid on Lyon & Turnbull Live instead. Unless we agree otherwise in writing, You may not videotape or record proceedings at any auction.

3. COPYRIGHT

We own the copyright in respect of all images, illustrations and written material produced by or for us relating to a Lot. (Including Catalogue entries unless otherwise noted in the Catalogue) You cannot use them without our prior written permission. We do not offer any guarantee that You will gain any copyright or other reproductions to the Lot.

4. ENFORCING THIS AGREEMENT

If a court finds that any part of this agreement is not valid or is illegal or impossible to enforce, that part of the agreement will be treated as deleted and the rest of this agreement will remain in force.

5. TRANSFERRING YOUR RIGHTS AND RESPONSIBILITIES

You may not grant a security over or transfer Your rights of responsibilities under these terms on the contract of sale with the Buyer unless we have given our written permission. This agreement will be binding on Your successors or estate and anyone who takes over Your rights and responsibilities.

6. REPORTING ON WWW.LYONANDTURNBULL.COM

Details of all Lots sold by us, including Catalogue disruptions and prices, may be reported on www.lyonandturnbull.com. Sales totals are Hammer Price plus Buyer's Premium and do not reflect any additional fees that may have been incurred. We regret we cannot agree to requests to remove these details from our Website.

7. SALE BY PRIVATE TREATY

(a) The same Conditions of Sale (Buyers) shall apply to sales by private treaty.

(b) Private treaty sales made under these Conditions are deemed to be sales by auction and subject to our agreed charges for Sellers and Buyers.

(c) We undertake to inform the Seller of any offers it receives in relation to an item prior to any Proposed Sale, excluding the normal method of commission bids.

(d) For the purposes of a private treaty sale, if a Lot is sold in any other currency than Sterling, the exchange rate is to be taken on the date of sale.

8. THIRD PARTY LIABILITY

All members of the public on our premises are there at their own risk and must note the lay-out of the premises, safety and security

arrangements. Accordingly, neither the Auctioneer nor our employees or agents shall incur liability for death or personal injury or similarly for the safety of the property of persons visiting prior to, during or after a sale.

9. DATA PROTECTION

Where we obtain any personal information about You, we shall 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.lyonandturnbull.com or requested from Client Services, 33 Broughton Place, Edinburgh, EH1 3RR or by email from data.enquiries@lyonandturnbull.com.

10. FORCE MAJEURE

We shall be under no liability if they shall be unable to carry out any provision of the Contract of Sale for any reason beyond their control including (without limiting the foregoing) an act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract.

11. LAW AND JURISDICTION

(a) Governing Law: These Conditions of Sale and all aspects of all matters, transactions or disputes to which they relate or apply shall be governed by, and interpreted in accordance with, Scots law

(b) Jurisdiction: The Buyer agrees that the Courts of Scotland are to have exclusive jurisdiction to settle all disputes arising in connection with all aspects of all matters or transactions to which these Conditions of Sale relate or apply.

K. DEFINITIONS & GLOSSARY

The following words and phrases used have (unless the context otherwise requires) the meaning to given to them below. The go Glossary is to assist You to understand words and phrases which have a specific legal meaning which You may not be familiar with.

1. DEFINITIONS

"**Auctioneer**" Lyon & Turnbull Ltd (Registered in Scotland No: 191166 | Registered address: 33 Broughton Place, Edinburgh, EH1 3RR) or its authorised representative conducting the sale, as appropriate;

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

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

"**Buyer**" the person to whom a Lot is knocked down by the Auctioneer. The Buyer is also referred to by the words "You" and "Your"

"**Buyer's Premium**" the sum calculated on the Hammer Price at the rates

stated in Catalogue.

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

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

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

"**Hammer Price**" the level of bidding reached (at or above any Reserve) when the Auctioneer brings down the hammer;

"**High Cumulative Value of Lot**" several Lots with a total lower Estimate value of £30,000 or above;

"**High Value Lot**" a Lot with a lower Estimate of £30,000 or above;

"**Lot**" each item offered for sale by Lyon & Turnbull;

"**Purchase Price**" is the aggregate of Hammer Price and any applicable Buyer's Premium, VAT on the Hammer Price (where applicable), VAT on the Buyer's Premium and any other applicable expenses;

"**Reserve**" the lowest price below which an item cannot be sold whether at auction or by private treaty;

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

"**Seller**" the person who offers the Lot for Sale. We act as agent for the Seller.

"**Total Amount Due**" the Hammer Price in respect of the Lot sold together with any premium, Value Added Tax or other taxes chargeable and any additional charges payable by a defaulting Buyer under these Conditions;

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

"**Website**" Lyon & Turnbull's Website at www.lyonandturnbull.com

2. GLOSSARY

The following have specific legal meaning which You may not be familiar with. The following glossary is intended to give You an understanding of those expressions but is not intended to restrict 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

"**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.

GUIDE TO BIDDING & PAYMENT

REGISTRATION

All potential buyers must register prior to placing a bid. Registration information may be submitted in person at our registration desk, by email, by fax or on our website. Please note that all first time bidders at Lyon & Turnbull will be asked to supply the following documents in order to facilitate registration:

- 1 – Government issued photo ID (Passport/Driving licence)
- 2 – Proof of address (utility bill/bank statement).

We may, at our option, also ask you to provide a bank reference and/or deposit.

By registering for the sale, the buyer acknowledges that he or she has read, understood and accepted our Conditions of Sale.

BIDDING

At the Sale Registered bidders will be assigned a bidder number and given a paddle for use at the sale. Once the first bid has been placed, the auctioneer asks for higher bids in increments determined by the auctioneer. All lots will be invoiced to the name and address given on your registration form, which is non-transferable.

HOW TO BID

BY PHONE

A limited number of telephone lines are available for bidding by phone through a Lyon & Turnbull representative. Phone lines must be reserved in advance. All bid requests must be received an hour before the sale. All telephone bids must be confirmed in writing, listing the relevant lots and appropriate number to be called. We recommend that a covering bid is also left in the event that we are unable to make the call. We cannot guarantee that lines will be available, or that we will be able to call you on the day, but will endeavour to undertake such bids to the best of our abilities. This service is available entirely at our discretion and at the bidder's risk.

ON THE INTERNET

- ABSENTEE BIDDING

Leave a bid online through our website, call us on 0131 557 8844 or email info@lyonandturnbull.com

- BID LIVE ONLINE

Bid live online, for free, with Lyon & Turnbull Live. Just click the button from the auction calendar, sale page or any lot page online to register. Our sales are also available for viewing and live bidding through The-Saleroom and Invaluable (additional charges applicable).

PAYMENT

Our accounts teams will continue to be available to process payments and answer queries. We will be able to accept online payments through our website and bank transfer. There will be no on-site payment facilities and no cash accepted as all our venues are closed to the public.

Payment is due within seven (7) days of the sale. Lots purchased will not be released until full payment has been received. Payment may be made by the following methods:

BANK TRANSFER

Account details are included on any invoices we issue or upon request from our accounts department.

ONLINE CREDIT OR DEBIT CARD PAYMENTS

Payment can be made by Visa Debit, Maestro, Mastercard or Visa Credit cards. We do not accept card payments by phone. Please use our online payment service (provided by Sage Pay). You will find a link to this service in the email invoice issued after the sale or you can visit the payments section of our website.

CASH

No cash payments will be accepted for this auction.

COLLECTION & STORAGE

Please refer to our guide to collection & storage on page 3 of this catalogue.

GLOSSARY OF CATALOGUING TERMS

The following expressions with their accompanying explanations are used by Lyon & Turnbull as standard cataloguing practice. Our use of these expressions does not take account of the condition of the lot or the extent of any restoration. Buyers are recommended to inspect the property themselves. Written condition reports are usually available on request. **Dimensions are given height before width.**

Names or Recognised Designation of an Artist without any Qualification

In our opinion a work by the artist

Attributed to...

In our opinion probably a work by the artist in whole or in part

Studio of... / Workshop of...

In our opinion a work executed in the studio or workshop of the artist, possibly under their supervision

Circle of...

In our opinion work of the period of the artist and showing their influence

Follower of...

In our opinion a work executed in the artist's style, but not necessarily by a pupil

Manner of...

In our opinion a work executed in the artist's style but of a later date

Signed... / Dated... / Inscribed... /

In our opinion the work has been signed/dated/inscribed by the artist

Bears Signature... / Date... / Inscription... /

In our opinion the signature/date/inscription appears to be by a hand other than that of the artist

Inside Back Cover

Lot 82 [detail]



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