

Bonhams

1793



British & European Pictures

Tuesday 27 November 2012 at 1pm
Knightsbridge, London







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Bonhams

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Front cover: Lot 125
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Opposite Page: Lot 2
Index: Lot 177

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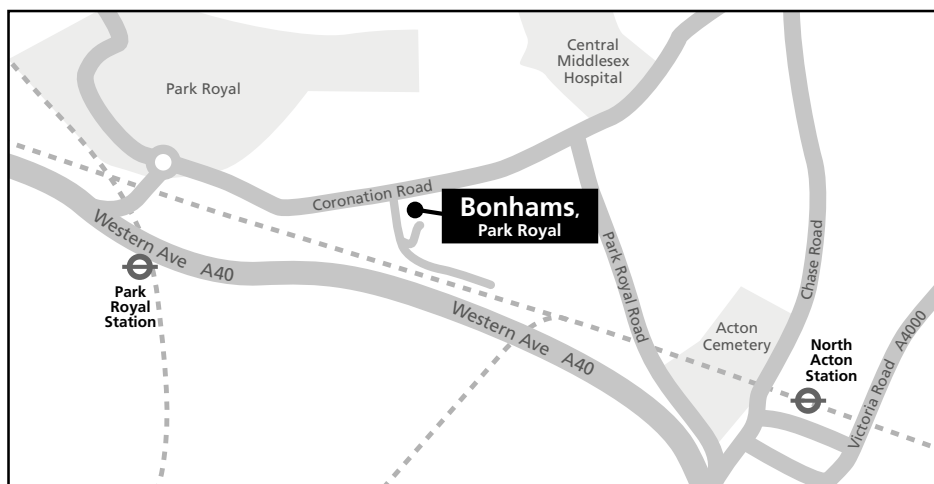
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special symbol **w** will be available
for collection from Bonhams
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when collecting.

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November 2012 and close of
business 4 December 2012.

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commence on 5 December 2012.

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and buyer's premium

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rate on buyer's premium

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information in the back of the
catalogue.

AR An Additional Premium will
be payable to us by the Buyer to
cover our expenses relating to
payment of royalties under the
Artists Resale Right Regulations
2006. Please read the information
in the back of the catalogue.

▲ Bonhams owns the lot
either wholly or partially or
may otherwise have an
economic interest.



1



2

1AR

Harry George Theaker (British, 1873-1954)

The anticipated letter
signed 'HG Theaker' (lower left)

watercolour

47 x 70cm (18 1/2 x 27 9/16in).

£1,000 - 1,500

€1,200 - 1,900

2

Henry Reynolds Steer (British, 1858-1928)

'Long was the Good Sermon'

signed and dated 'H R Steer 1888' (lower right) and inscribed with
artist's name and title on an old label (attached verso)

watercolour

40 x 51cm (15 3/4 x 20 1/16in).

£1,000 - 1,500

€1,200 - 1,900



3

3W
 English School, 19th Century
 Portrait of a Lady holding a fan
 oil on canvas
 126.2 x 91.5cm (49 11/16 x 36in).
 £2,000 - 3,000
 €2,500 - 3,700



4

4
 Jules Hippolyte Ravel (French, 1826-1898)
 A lady at her boudoir
 signed and dated 'Jules Ravel/1897' (lower right)
 oil on canvas
 92 x 59.5cm (36 1/4 x 23 7/16in).
 £2,000 - 3,000
 €2,500 - 3,700



5

5
Theodor Schmidt (German, 1855-1937)
Eine Postsendung
 signed, dated and inscribed 'Theodor Schmidt./Munchen 1886' (lower right)
 oil on panel
 20 x 15cm (7 7/8 x 5 7/8in).
 £2,000 - 3,000
 €2,500 - 3,700



6

6
John Bagnold Burgess, RA (British, 1830-1897)
The offering
 signed with initials and dated 'J.B.B. 1860' (lower right)
 oil on canvas
 81 x 62.5cm (31 7/8 x 24 9/16in).
 £2,000 - 3,000
 €2,500 - 3,700



7

7

Maude Goodman (British, 1860-1938)

A moment of idleness

signed and dated 'M Goodman '94' (on the sette)

oil on canvas

50.5 x 76cm (19 7/8 x 29 15/16in).

£1,500 - 2,000

€1,900 - 2,500



8

8

Charles Hunt (II) (British, 1829-1900)

An unwanted suitor

signed and dated 'C Hunt/83' (lower right)

oil on canvas

30 x 40cm (11 13/16 x 15 3/4in).

£1,000 - 1,500

€1,200 - 1,900

9

Benjamin Eugène Fichel (French, 1826-1895)

Game of chess

signed and dated 'E.FICHEL/1855' (lower right)

oil on panel

21.5 x 28cm (8 1/2 x 11in).

£1,000 - 1,500

€1,200 - 1,900



9

PROVENANCE:

With the Cooling Galleries, London.



10

10
 Jean Carolus (Belgian, 1814-1897)
 The new arrival
 signed 'J. Carolus' (lower left)
 oil on canvas
 78 x 96cm (30 11/16 x 37 13/16in).
 £5,000 - 7,000
 €6,200 - 8,700



11



12

11AR

John Cyril Harrison (British, 1898-1985)

A Wheatear on a bank; A Whinchat on a branch; A Red Backed Shrike with a wasp, a set of three
each signed 'JC Harrison' (lower right)
watercolour

each 21.5 x 13cm (8 7/16 x 5 1/8in). (3)

£1,500 - 2,000

€1,900 - 2,500

12

Josef Wolf (German, 1820-1899)

The Queen's bullfinch
signed and dated 'JWolf May 1878' (lower right) and inscribed 'This little picture is the original study which I did from The Queen's Bullfinch at Buckingham Palace in May 1878, for a picture I was then painting for H.R.H. The Princess Louise, to be presented to Her Majesty on Her Birthday. J. Wolf' on an old label (attached to the back of the frame)
watercolour

25 x 17.5cm (9 13/16 x 6 7/8in).

£1,000 - 1,500

€1,200 - 1,900

13

Archibald Thorburn (British, 1860-1935)

Birds of prey
signed and dated 'A.Thorburn/1892' (lower right)
watercolour heightened with bodycolour
38.5 x 54cm (15 3/16 x 21 1/4in).

£1,000 - 2,000

€1,200 - 2,500

PROVENANCE:

Sale, Sotheby's London, 19 April 1977, lot 183

14

Archibald Thorburn (British, 1860-1935)

Magpie
signed and dated 'A. Thorburn/1917' (lower right)
watercolour

18 x 26.5cm (7 1/16 x 10 7/16in).

£1,500 - 2,000

€1,900 - 2,500

PROVENANCE:

With McDonald Booth Gallery, London,

Purchased in 1976 from the above by the family of the present owner.



13



14



15



16



17



18



19

15

James Hardy Jr. (British, 1832-1889)

Return from the shoot

signed and dated 'J. Hardy Jnr/73' (lower left)

watercolour with scratching out heightened with white
30 x 44.5cm (11 13/16 x 17 1/2in).

£600 - 800

€750 - 1,000

16

Henry Charles Fox (British, 1860-1925)

Near Witley, Surrey; Stratford on Avon, a pair

both signed and dated, one 'H C FOX/1901' the other 'H C FOX/1903' (lower right)

watercolour

each 52 x 71cm (20 1/2 x 27 15/16in). (2)

£600 - 800

€750 - 1,000

17AR

Gerald Ackermann, RI (1876-1960)

View of Durham Cathedral

signed 'GERALD/ACKERMANN' (lower right)

watercolour

24 x 35cm (9 7/16 x 13 3/4in).

£700 - 1,000

€870 - 1,200

PROVENANCE:

With the Fine Art Society

18

George Sidney Shepherd (British, 1784-1862)

Ludgate Hill and St Paul's Cathedral

signed and dated 'Geo Shepherd 1828' (lower left)

pen and ink and watercolour

7 x 12cm (2 3/4 x 4 3/4in).

£600 - 800

€750 - 1,000

PROVENANCE:

With The Fine Art Society, April 1967, no.8523



20

19

Walter Goodall (British, 1830-1889)

Feeding the chicks

signed and dated 'Walter Goodall 1860' (lower left)

watercolour

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

£600 - 800

€750 - 1,000

20

Florence Fitzgerald (British, active 1887-1900)

Country village scenes, a pair

both signed 'Florence Fitzgerald' one (lower right) the other (lower left)

oil on panel

each 24 x 34.5cm (9 7/16 x 13 9/16in).(2)

£700 - 900

€870 - 1,100

21

Henry Garland (British, active circa 1854-1890)

View of Bere Regis, South Devon

signed 'H.GARLAND' (lower left)

oil on canvas

35.5 x 51cm (14 x 20 1/16in).

£600 - 800

€750 - 1,000

22

Attributed to Thomas Creswick (British, 1811-1869)

A valley landscape

oil on canvas

76 x 91.5cm (29 15/16 x 36in).

£600 - 800

€750 - 1,000

23

Lawrence Mazzanovich (American, 1872-1959)

A landscape in spring

signed 'MAZZANOVICH' (lower right)

oil on board

30 x 40cm (11 13/16 x 15 3/4in).

£700 - 1,000

€870 - 1,200

24*

Joseph Murray Ince (British, 1806-1859)

Fishermen on the shores of a lake

signed and dated 'JMince 1838.' (lower right)

oil on canvas

28 x 36cm (11 x 14 3/16in).

£600 - 800

€750 - 1,000



21



22



23



24



25



26

25
Oliver Clare (British, 1853-1927)
 Still life of fruit on a mossy bank
 signed 'OLIVER CLARE' (lower right)
 oil on canvas
 46 x 56cm (18 1/8 x 22 1/16in).
 £700 - 900
 €870 - 1,100

26
Robert Gallon (British, 1845-1925)
 In Yeend King's garden
 bears label on reverse 'In Yeend King's garden, 7th August 1897, Nature
 Sketch by Robert Gallon, Listed by the Artist in his records as no. 356'
 oil on panel, unframed
 20.3 x 30.5cm (8 x 12in).
 £500 - 800
 €620 - 1,000

PROVENANCE :
 Private collection, UK.

Robert Gallon was a painter mainly of landscapes throughout England, Scotland and Wales and exhibited 32 pictures at the Royal Academy and 27 at the British Institution. He painted in a realistic style similar to Benjamin Williams Leader.



27

Henry John Yeend King was a late 19th century painter of pretty girls in country settings and exhibited 93 pictures at the Royal Academy. In 1898 (the year after our picture was painted), his picture *Milking Time* was bought by the Tate Gallery. Yeend King was married to the sister of Robert Gallon's wife, so presumably this picture was painted at a family gathering and this beautiful, fluid picture has added immediacy from having been painted 'en pleine air'.

27
Edmond Van Coppenolle (Belgian, 1846-1914)
 Still life of flowers and books
 signed 'E COPPENOLLE' (lower right)
 oil on canvas
 73 x 43cm (28 3/4 x 16 15/16in).
 £1,000 - 1,500
 €1,200 - 1,900

28W
Aurelio Zingoni (Italian, 1853-1922)
 Larder still life
 signed, inscribed and dated 'A Zingoni/Firenze/Via Artisti 8' (lower right) and further inscribed 'Aurelio Zingoni/Via degli Artisti 8/ Firenze' (verso)
 oil on canvas
 132 x 91cm (51 15/16 x 35 13/16in).
 £3,000 - 5,000
 €3,700 - 6,200





29

29

Arthur Glennie (British, 1803-1890)

'View of the Forum at Rome from the School of Xanthus'

signed, inscribed and indistinctly dated 'A. Glennie/Rome 18..'. (lower left), inscribed with title, artist's name and address (on artist's label verso)

watercolour with traces of pencil
56 x 86.5cm (22 1/16 x 34 1/16in).

£1,500 - 2,000

€1,900 - 2,500



30

30

William Callow, RWS (British, 1812-1908)

Carisbrooke Castle

watercolour

22 x 30cm (8 11/16 x 11 13/16in).

£1,000 - 1,500

€1,200 - 1,900

EXHIBITED:

Royal Society of Painters in Watercolour,
Winter Exhibition, 1880



31

31

Attributed to James Pattison Cockburn

(British, 1779-1847)

View of London from One Tree Hill, Greenwich Park

watercolour

32 x 50.3cm (12 5/8 x 19 13/16in).

£1,000 - 1,500

€1,200 - 1,900

32

William Mellor (British, 1851-1931)

Bolton Abbey from the Wharfe, Yorkshire
signed 'WILLIAM MELLOR' (lower right) and
inscribed as titled (verso)

oil on canvas

48 x 73cm (18 7/8 x 28 11/16in).

£1,200 - 1,800

€1,500 - 2,200



32

33

George Vicat Cole, RA (British, 1833-1893)

Early morning on the Arun
signed with monogram (lower left)

oil on board

41 x 61cm (16 1/8 x 24in).

£1,000 - 1,500

€1,200 - 1,900



33

34

George Turner (British, 1843-1910)

Monsal Dale Derbyshire
signed and dated 'Geo Turner. 79' (lower left)

and bears inscription (verso)

oil on canvas

40.5 x 66.5cm (15 15/16 x 26 3/16in).

£1,000 - 1,500

€1,200 - 1,900



34



35



36

35W

George Edwards Hering (British, 1805-1879)

View of Lake Orta, Italy

signed 'G E Hering' (lower right)

oil on canvas

61.5 x 107.5cm (24 3/16 x 42 5/16in).

£3,000 - 4,000

€3,700 - 5,000

36W

Edward Theodore Compton (British, 1849-1921)

Extensive Italian lakeland landscape

signed and dated 'E T Compton 1879' (lower right)

watercolour

68.5 x 114cm (26 15/16 x 44 7/8in).

£2,000 - 3,000

€2,500 - 3,700

37W

James Thomas Linnell (British, 1820-1905)

'The Rainbow

"And it shall come to pass, when I bring a cloud over the earth, that the bow shall be seen in the cloud."

indistinctly signed and dated (lower right, under the slip), signed and titled on artist's label (attached to the stretcher)

oil on canvas

113.5 x 161.5cm (44 11/16 x 63 9/16in).

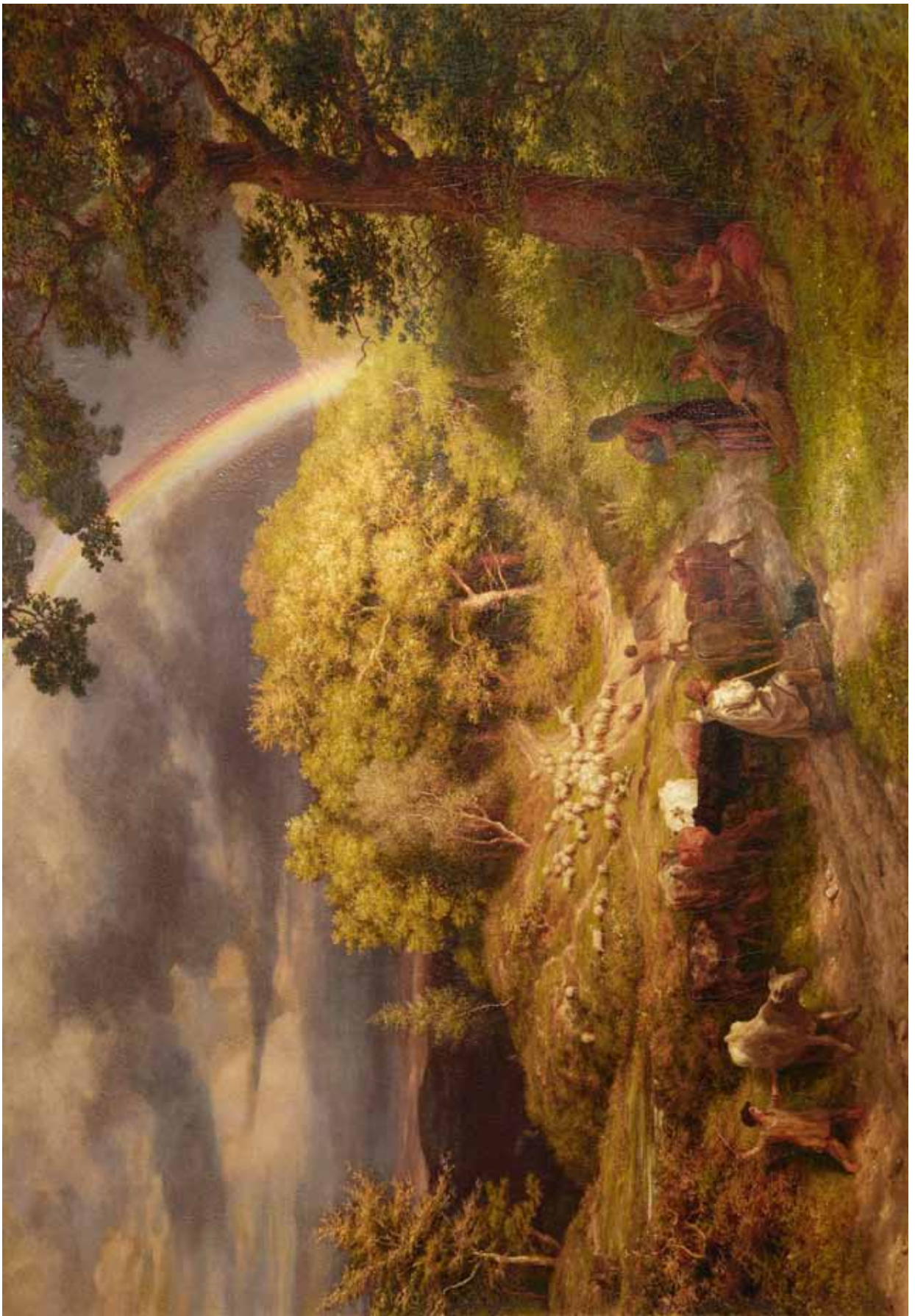
£6,000 - 8,000

€7,500 - 10,000

EXHIBITED:

London, Royal Academy, 1863, no. 22

Leeds, National Exhibition of Works of Art, 1868, lent by C.L. Collard Esq





38



41



42



39



40

38W

After Michiel Jansz. van Mierevelt, 17th Century
Portrait of Stadholder Prince Mauritz (1567-1625) of Orange-Nassau, three-quarter-length, in armour bears inscription 'SIR GE. o CUNNINGHAM. K./By Jamesone' (upper right)

oil on canvas
120 x 94.2cm (47 1/4 x 37 1/16in).

£800 - 1,200
€1,000 - 1,500

PROVENANCE:

The Collection of Mr W. Findlay Hamilton (according to a label on the reverse)

EXHIBITED:

Scottish Exhibition, Glasgow, 1911, as a portrait of Sir William Cunningham (according to a label on the reverse)

The present painting is based on the original portrait commissioned to Michiel Jansz. van Mierevelt in 1607 by the Delft city fathers, known in several versions, one of which is now in the Museum Het Prinsenhof, Delft.

39

Circle of Michelangelo Cerquozzi (Rome circa 1602-1660)

A woman selling flowers before an Italianate landscape

oil on panel, *tondo*
23.8cm (9 3/8in) diameter.

£600 - 800
€750 - 1,000

40

Follower of Carlo Maratta (Italian, 1625-1713), 18th Century

The Vision of St Anthony of Padua

oil on canvas
43 x 28cm (16 15/16 x 11in).

£800 - 1,200
€1,000 - 1,500

41

English School, late 17th Century

Portrait of a Benedictine nun, believed to be Elizabeth Draper

oil on canvas
77 x 64.5cm (30 5/16 x 25 3/8in).

£600 - 800
€750 - 1,000



43

42

After Tiziano Vecellio, called Titian

La Bella

inscribed 'La Bella Ignota/dell' originale by Tiziano/nella Galleria Pitti/
Firenze (verso)

oil on canvas, in a carved Florentine frame

63.5 x 46cm (25 x 18 1/8in).

£800 - 1,000

€1,000 - 1,200

The present lot is after the original by Titian now in the Palazzo Pitti,
Florence, Italy.

43

Jacobus Buys (Amsterdam 1724-1801)

Portrait of a lady, three-quarter-length, in a blue silk dress, a white lace
shawl and a white bonnet

signed and dated 'J. Buys/1767.' (lower left)

oil on panel

25.3 x 22.5cm (9 15/16 x 8 7/8in).

£1,800 - 2,500

€2,200 - 3,100

44

Georg Engelhardt Schröder (Stockholm 1684-1750)

Portrait of Karl Theodor von der Pfalz, half-length, in an ermine mantel
wearing the Chain and Star of the Order of Saint Hubertus; and Portrait

of his wife, Elisabeth Augusta of Sulzbach, half-length, in a white silk

dress and a red velvet wrap, a pair
bears inscription 'Hofmaler Schroder' (on the stretcher)

oil on canvas

74 x 62cm (29 1/8 x 24 7/16in). (2)

£1,500 - 2,000

€1,900 - 2,500

45

After François de Troy, 18th Century

Portrait of James Edward Stuart, the 'Old Pretender'

oil on canvas

76 x 63.5cm (29 15/16 x 25in).

£1,000 - 1,500

€1,200 - 1,900

The present composition is after the original by de Troy now in a private
collection.



44



45



46



48



47

46
Manner of Frans van Mieris the Elder, 19th Century
A lady at her toilet
oil on panel
38.5 x 30.5cm (15 3/16 x 12in).
£1,000 - 1,500
€1,200 - 1,900

47
Giuseppe Zais (Forno di Canale 1709-1784 Treviso)
A rural landscape with peasants and animals
pen, ink and grey wash on paper
40.4 x 31.4cm (15 7/8 x 12 3/8in).
£1,200 - 1,800
€1,500 - 2,200

PROVENANCE:
With St. Helier Galleries, Jersey (according to a label on the reverse)



49



50

48

Alexandre Marie Longuet (French, 1805-1851)

Deux nymphes

indistinctly signed (lower right)

oil on canvas

40 x 24cm (15 3/4 x 9 7/16in).

£1,000 - 1,500

€1,200 - 1,900

PROVENANCE:

With Winkel and Magnussen;

Montaignac collection, no.218;

Private collection UK

49W

School of Seville, 17th Century

The Madonna and Child with the Infant Saint John the Baptist

oil on canvas

108.4 x 81cm (42 11/16 x 31 7/8in).

£1,500 - 2,500

€1,900 - 3,100

50

Studio of Ferrau Fenzoni (Faenza 1562-1645 Rome)

The Holy Family

oil on panel, unframed

72.1 x 64.2cm (28 3/8 x 25 1/4in).

£1,200 - 1,800

€1,500 - 2,200

51

French School, circa 1700, after Domenico Zampieri, called il Domenichino

The Martyrdom of Saint Cecilia

oil on canvas, unframed

99.9 x 84.8cm (39 5/16 x 33 3/8in).

£1,200 - 1,800

€1,500 - 2,200

PROVENANCE:

Private Collection, South America

The present composition is related to Domenichino's frescoes in the Church of San Luigi dei Francesi, Rome.



51



52



53



54

52

German School, circa 1800

A hermit giving alms, before an extensive Italianate landscape with shepherds and cattle in the distance

oil on canvas

44.1 x 59cm (17 3/8 x 23 1/4in).

£1,800 - 2,500

€2,200 - 3,100

53

Circle of T. Wrightson (active Italy, late 18th Century)

A shepherd and his dog grazing cattle before an Italianate landscape

oil on panel

37.6 x 45.2cm (14 13/16 x 17 13/16in).

£1,200 - 1,800

€1,500 - 2,200

An English artist active in Italy, Wrightson became known as an imitator of Nicolaes Berchem.

54

Jan Vollevens the Younger (Dutch, 1685-1758)

Portrait of a military gentleman, possibly Frederick IV, wearing the 'order of Elephantordenens',

signed and dated 'J Vollevens 1710' (lower right)

oil on canvas

51 x 43cm (20 1/16 x 16 15/16in).

£4,000 - 6,000

€5,000 - 7,500

55

Follower of Antonio Marini (active Veneto, late 17th and early 18th Centuries)

A rocky coastal inlet with a walled town in the distance

oil on canvas

49 x 84.5cm (19 5/16 x 33 1/4in).

£1,200 - 1,800

€1,500 - 2,200



55

56

Attributed to Willem Schellinks (Amsterdam 1627-1678)

Travellers on a country path before an extensive Italianate landscape

oil on canvas

53.7 x 73.3cm (21 1/8 x 28 7/8in).

£1,000 - 1,500

€1,200 - 1,900



56

57

Attributed to Gerrit de Wet (Amsterdam 1616-1674 Leiden)

The Reconciliation of Joseph and Jacob

oil on panel

49.3 x 73cm (19 7/16 x 28 3/4in).

£1,200 - 1,800

€1,500 - 2,200



57

PROVENANCE:

The Collection of Sir Edmund C. Nugent, Bart., London, 1929



58



59

58W
French School, 18th Century
 A *capriccio* of figures in a landscape within a floral border
 oil on canvas, *en grisaille*
 203 x 302cm (79 7/8 x 118 7/8in).
 £4,000 - 6,000
 €5,000 - 7,500

59
Eugène Verboeckhoven (Belgian, 1798-1881)
 Sheep by a coastal outcrop
 signed and dated 'Eugene Verboeckhoven/1871' (lower right) and
 further inscribed, signed and dated (verso)
 oil on panel
 18.2 x 27.5cm (7 3/16 x 10 13/16in).
 £2,500 - 3,500
 €3,100 - 4,400



60



61

60

Edmund Bristow (British, 1787-1876)

An extensive landscape with greyhounds and a young sportsman
oil on canvas

60.5 x 76.5cm (23 13/16 x 30 1/8in).

£3,000 - 5,000

€3,700 - 6,200

PROVENANCE:

With Arthur Ackermann & Son Ltd;

Private collection, UK

61W

**Follower of Herman van Swanevelt (Woerden circa 1600-1665
Paris)**

Shepherds and shepherdesses grazing their sheep in an Italianate
landscape, a village on the horizon
oil on canvas

95.5 x 135.8cm (37 5/8 x 53 7/16in).

£3,000 - 5,000

€3,700 - 6,200



62



63



64



65



66

62

Dutch School, 18th Century

Christ at the Sea of Galilee

oil on canvas

53.5 x 82cm (21 1/16 x 32 5/16in).

£600 - 800

€750 - 1,000

63

Follower of Jacob Philippe Hackert (Prenzlau 1737-1807 San Pietro di Careggi)

The falls at Tivoli

oil on canvas

48.5 x 59.3cm (19 1/8 x 23 3/8in).

£800 - 1,200

€1,000 - 1,500

64

Follower of Jacques Fouquières (circa 1580-1659 Paris)

Figures resting on the banks of a river, an extensive landscape beyond

oil on canvas, unframed

63.5 x 67.5cm (25 x 26 9/16in).

£700 - 1,000

€870 - 1,200

65

Follower of Philipp Peter Roos, called Rosa da Tivoli (Frankfurt-am-Main 1657-1706 Rome)

A shepherd and shepherdess washing at a river; and A herdsman grazing his cattle, a pair

oil on panel

28 x 36.5cm (11 x 14 3/8in). (2)

£700 - 1,000

€870 - 1,200

66

Manner of Claude Joseph Vernet, 19th Century

Pulling up nets in a bay

oil on canvas, unframed

30 x 40cm (11 13/16 x 15 3/4in).

£600 - 800

€750 - 1,000



67

67W

Follower of Jaques d'Artois

Figures on a country path in an Italianate landscape

oil on canvas

88 x 112cm (34 5/8 x 44 1/8in).

£4,000 - 6,000

€5,000 - 7,500



68



71



72



69



70

68

George Chinnery RHA (British, 1774-1852)

Standing figure of a woman

pen and ink

18.5 x 12cm (7 5/16 x 4 3/4in).

together with two drawings of Indian figures, framed as one, by the same hand, (2)

£600 - 800

€750 - 1,000

69

John Henry Frederick Bacon (British, 1868-1914)

The rescue

signed and dated 'John H F Bacon 09' (lower right)

watercolour

36.5 x 25.5cm (14 3/8 x 10 1/16in).

£600 - 800

€750 - 1,000

70

Annie Elizabeth Bowler (British, active 1888-1930)

Portrait of a girl dressed in yellow

signed 'A E Bowler' (lower right)

oil on canvas

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

£700 - 1,000

€870 - 1,200

71

Follower of Sir Henry Raeburn, RA (Edinburgh 1756-1823)

Portrait of a lady in a brown jacket

oil on canvas

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

£600 - 800

€750 - 1,000

72

Katherine Read (Forfarshire 1723-1778 ?)

Portrait of Lady Juliana Penn (1729-1801), bust-length, in a white silk dress and a blue wrap

pastel on paper, laid down on canvas

59.2 x 48.8cm (23 5/16 x 19 3/16in).

£700 - 1,000

€870 - 1,200

We are grateful to Neil Jeffares for endorsing the attribution to Katherine Read and identifying the present work with the one formerly in the Collection of the Earl of Ranfurly, 1899, sold at Christie's, London, 21 April 1929 (as by Hoare).

The present work is after the pastel portrait by Katherine Read, originally in the Penn Family Collection, Pennsylvania Castle, Portland, and formerly with Historical Portraits, London.

In 1751 Lady Juliana Fermor, the fourth daughter of Thomas 2nd Earl of Pomfret and his wife Anna Maria, married Thomas Penn of Stoke Park, Buckinghamshire, son of William Penn, founder of Pennsylvania. Thomas Penn, after spending the years between 1732-41 in the Province, became effective ruler of the state on the death of his older brother.

In 1763, Lady Juliana, a well known philanthropist of her time, donated a collection of books and globes to the library of Lancaster, Pennsylvania, which was later was renamed The Juliana Library Company in her honour.

73

Francois Brunery (Italian, 1849-1926)

An Italian beauty

signed 'F. Brunery' (lower right)

pastel

40 x 31.5cm (15 3/4 x 12 3/8in).

£1,000 - 1,500

€1,200 - 1,900

PROVENANCE:

Sale, Sotheby's London, 17 November 1993, lot 135

74

John Lewis Reilly (British, active 1857-1866), after Thomas Phillips

Portrait of Lord Byron in Albanian dress

inscribed with artist's name and date (verso)

oil on canvas

76.5 x 64cm (30 1/8 x 25 3/16in).

£2,000 - 3,000

€2,500 - 3,700

The present composition is after the original by Thomas Phillips in the National Portrait Gallery, London.

75

French School, 19th Century

A Sybil

oil on canvas

72 x 59cm (28 3/8 x 23 1/4in).

£2,500 - 3,500

€3,100 - 4,400



73



74



75



76



77



78

76

Edward Opie (British, 1810-1894)

Travellers around a camp fire

signed 'E Opie' (lower right)

oil on canvas

65 x 80cm (25 9/16 x 31 7/16in).

£1,000 - 1,500

€1,200 - 1,900

77*

Henry John Yeend King (British, 1855-1924)

The rush gatherers

signed 'YEEND KING' (lower right)

oil on canvas

51 x 76.5cm (20 1/16 x 30 1/8in).

£1,500 - 2,000

€1,900 - 2,500

78

Karel Frans Philippeau (Dutch, 1825-1897)

An Italian family on a terrace

signed 'Philippeau f' (lower right)

oil on canvas

71 x 92.5cm (27 15/16 x 36 7/16in).

£4,000 - 6,000

€5,000 - 7,500

PROVENANCE:

With Frost & Reed, London.



79

79

John Frederick Lewis, RA, POWS (British, 1805-1876)

Asking for alms

signed, inscribed and dated 'J F. Lewis/1833./Seville.' (lower right)
watercolour with scratching out heightened with bodycolour and gum arabic

29 x 40.5cm (11 7/16 x 15 15/16in).

£4,000 - 6,000

€5,000 - 7,500

EXHIBITED:

(probably) London, Society of Painters in Water Colours, 1833, no. 369,
as *An Andalusian Peasant begging at a Convent Door in Seville*

Lewis had made a name for himself in the 1820s as a painter of animals, working mainly in oils, and exhibiting and selling the same type of subjects as his friend and rival, Edwin Landseer. In 1827, in the first of several changes of direction that characterised his mid-artistic career, he switched his primary working medium to watercolours and travelled to Europe. The rural and genre subjects that he exhibited on his return resulted in his election as a full member of the Society of Painters in Water Colours and their success encouraged him to travel to Spain, then a country much less well-known and less described than Italy.

Lewis spent approximately eighteen months in Spain, 1832-33, travelling to Madrid and thence via Toledo to Granada and Seville, where he enjoyed the patronage and hospitality of Sir Richard Ford and his wife, Harriet. Returning to London in December 1833, he exhibited Spanish subjects at the SPWC for the rest of the 1830s, their vibrant colours and bravura technique bringing him widespread acclaim and earning him the sobriquet of 'Spanish Lewis'. It is probable that the present lot, clearly inscribed 'Seville', is one of the four Spanish subjects sent by Lewis from Spain for exhibition in 1833, *An Andalusian Peasant begging at a Convent Door in Seville* (SPWC, no.369), apparently bought by Lewis's dealer, Thomas Griffith, for a 'Mr Evans'. At the same time, the architectural detail is similar to that seen in *A Convent Door, Toledo (San Juan les Reyes)*, one of the lithographs published by Lewis in 1836 as *Sketches of Spain & Spanish Character*. Whether or not Lewis was eliding the two locations, it is clear that beneath the veneer of his appealing colours and his picturesque treatment of the subject, he is marking the gap between ecclesiastical wealth and rural poverty.

We are grateful to Briony Llewellyn for her assistance in cataloguing this lot.



80



81

80

David Cox Jr (British, 1809-1885)

A washing woman by stepping stones, Bettws-y-Coed
signed and dated 'David Cox/1849' (lower left)
watercolour

26.5 x 36.5cm (10 7/16 x 14 3/8in).

£1,000 - 1,500

€1,200 - 1,900

PROVENANCE:

Mrs Theodora Hilton

Private collection

EXHIBITED:

London, The Fine Art Society, *Watercolours 1780-1950*, 1978, No. 21

81

Arthur Claude Strachan (British, 1865-1938)

Girls and ducks by thatched cottages, a pair
both signed 'Claude Strachan' one (lower left) the other (lower right)
watercolour

each 15 x 26cm (5 7/8 x 10 1/4in). (2)

£1,500 - 2,000

€1,900 - 2,500



82



83

82
Evert Pieters (Dutch, 1856-1932)
 The smallholder
 signed 'E. PIETERS' (lower left)
 oil on panel
 30 x 46.2cm (11 13/16 x 18 3/16in).
 £2,000 - 3,000
 €2,500 - 3,700

83
Gari Melchers (American, 1860-1932)
 Landscape with a cow and a herdsman resting
 signed 'G Melchers' (lower right)
 oil on panel
 56 x 77cm (22 1/16 x 30 5/16in).
 £2,000 - 3,000
 €2,500 - 3,700



84



85

84

William Turner of Oxford, OWS (British, 1789-1862)
 'Drovers Resting after Ascending from Cluany towards Tomandown and
 Glen Farg, Invernesshire'
 signed 'W.Turner Oxford' (lower left)
 and bears title on old label (verso)
 watercolour and bodycolour
 42 x 65.5cm (16 9/16 x 25 13/16in).
 £3,000 - 5,000
 €3,700 - 6,200

85*

Charles Jones, RCA (British, 1836-1892)
 'On the South Downs'
 signed with initials and dated '86' (lower right) and inscribed with artist's
 name and date (verso)
 oil on canvas
 41 x 61cm (16 1/8 x 24in).
 £2,000 - 3,000
 €2,500 - 3,700



86



87

86

Harry Fidler (British, 1856-1935)

Leading the haycarts

signed 'H FIDLER' (lower right)

oil on canvas

61 x 91.5cm (24 x 36in).

£3,000 - 4,000

€3,700 - 5,000

87

J. Konarski, (Polish, 19th Century)

Troika scene

signed 'J. Konarski' (lower left)

oil on canvas

65 x 98.5cm (25 9/16 x 38 3/4in).

£2,000 - 3,000

€2,500 - 3,700

88

Thomas Sidney Cooper, RA (British, 1803-1902)

Cattle watering

signed and dated 'T. Sidney Cooper ARA 1859'

(lower left)

watercolour with scratching out

28 x 43cm (11 x 16 15/16in).

£1,500 - 2,000

€1,900 - 2,500

PROVENANCE:

Sale, Christie's London, 29 March 1996, lot 59

89

Giuseppe Palizzi (Italian, 1812-1888)

The young herder

signed 'Palizzi' (lower right)

oil on canvas

32.5 x 40.5cm (12 13/16 x 15 15/16in).

£1,500 - 2,000

€1,900 - 2,500

90

Robert B. Farren (British, born 1832)

Donkey and geese

signed and dated 'R. Farren/1888' (lower left)

oil on canvas

61.5 x 92cm (24 3/16 x 36 1/4in).

£1,500 - 2,000

€1,900 - 2,500



88



89



90



91



92



93

91

Charles Augustus Henry Lutyens (British, 1829-1915)

Amorini amidst garlands on a cloud
signed 'Lutyens' (lower left)

oil on canvas

30.5 x 91cm (12 x 35 13/16in).

£700 - 1,000

€870 - 1,200

92

Willem de Zwart (Dutch, 1862-1931)

Still life with rabbit

signed 'W de Zwart' (lower left)

oil on canvas

35.5 x 72.5cm (14 x 28 9/16in).

£800 - 1,200

€1,000 - 1,500

93

After Rosa Bonheur

Horse fair

bears signature (lower right)

oil on canvas

28 x 60.5cm (11 x 23 13/16in).

£600 - 800

€750 - 1,000

The present composition is derived from Bonheur's original now in the Metropolitan Museum of Art, New York.

94

Samuel Spode (British, fl.1825-1858)

Chestnut hunter in a stable

signed 'SPODE' (lower right)

oil on canvas

50.5 x 61cm (19 7/8 x 24in).

£1,000 - 1,500

€1,200 - 1,900

95

William Joseph Shayer (British, 1811-1891)

The horse auction

signed 'W Shayer' (lower right)

oil on panel

30 x 40cm (11 3/4 x 15 3/4in).

£1,200 - 1,500

€1,500 - 1,900

96

Thomas Smythe (British, 1825-1906)

The day's bag

signed 'T Smythe' (lower left)

oil on canvas

38.5 x 51cm (15 3/16 x 20 1/16in).

£1,000 - 1,500

€1,200 - 1,900



94



95



96



99



97



98

97

Charles Fairfax Murray (British, 1849-1919)

Suffer the children unto me

pen and ink and wash on paper laid to canvas

57.8 x 43.5cm (22 3/4 x 17 1/8in).

£1,500 - 2,000

€1,900 - 2,500

98

Attributed to William Burges (British, 1828-1881)

The dishonest Christian

watercolour and traces of pencil and collage

51 x 51cm (20 1/16 x 20 1/16in).

£1,000 - 1,500

€1,200 - 1,900

The subject of this medallion is taken from The Miracles of St Nicholas. The exact location has not been traced, as a great many of the cycles are depicted in French cathedrals. This episode shows a dishonest Christian who tried to cheat a Jewish moneylender. The Christian played a trick on the moneylender by concealing coins (that he had borrowed) in his staff, he then offered the moneylender his staff as repayment of his debt. Not knowing that the coins were hidden in the staff, the moneylender refused to take it in payment.

However, the Dishonest Christian (as he is known in the Legend) was subsequently run over by a carter, which is the scene depicted in this stained glass design.

We are very grateful to Peter Cormack MBE FSA for his assistance in cataloguing this lot.

99AR

Attributed to Thomas Matthews Rooke (British, 1842-1942)

St. Christopher

watercolour

63 x 16.5cm (24 13/16 x 6 1/2in).

£1,000 - 1,500

€1,200 - 1,900

This is a copy of the stained glass window in All Saints Church, Wigan, Lancs.



100

100
Charles Leaver (British, 19th Century)
 A village beyond a woodland clearing
 signed and dated 'C. Leaver 1870' (lower left)
 oil on canvas
 60.5 x 50cm (23 13/16 x 19 11/16in).
 £1,000 - 1,500
 €1,200 - 1,900



101



102

101
Joseph Thors (British, active 1863-1900)
 Landscape near Leamington, Warwickshire, a pair
 signed 'JThors' one (lower right) the other (lower left)
 oil on canvas
 each 25 x 35.5cm (9 13/16 x 14in). (2)
 £800 - 1,200
 €1,000 - 1,500

102
William Mark Fisher, RA (American, 1841-1923)
 Sheep resting beneath the shade of a tree
 signed 'Mark Fisher' (lower left)
 oil on canvas
 47 x 67cm (18 1/2 x 26 3/8in).
 £800 - 1,200
 €1,000 - 1,500



103

103
Attributed to Eugène Verboeckhoven (Belgian, 1798-1881), and J. de Vogel
 Pastoral landscape with a shepherd tending to his animals
 indistinctly signed (lower right)
 oil on canvas
 34 x 50cm (13 3/8 x 19 11/16in).
 £800 - 1,200
 €1,000 - 1,500



104

104
 Georges Jules Victor Clairin (French, 1843-1919)
 The Flamenco
 signed and dated 'G. Clairin/1875' (lower right)
 oil on canvas
 82.3 x 100.5cm (32 3/8 x 39 9/16in).
 £4,000 - 6,000
 €5,000 - 7,500



105

105

Robert Alexander Hillingford (British, 1828-1904)

In the nick of time

signed 'R Hillingford' (lower right)

oil on canvas

61 x 91.5cm (24 x 36in).

£800 - 1,200

€1,000 - 1,500

A scene from the Peninsular war, of the period 1812-1814; the British preventing the execution of a French officer captured by Spanish guerrillas.



106

106

John Shirley Fox (British, born circa 1860-1939)

A helping hand

signed and dated 'Shirley Fox/1899' (lower left)

oil on canvas

71.5 x 91.5cm (28 1/8 x 36in).

£800 - 1,200

€1,000 - 1,500



107

107

Gustave Surand (French, 1860-1937)

Domestic scene with women and cherries

signed 'Surand' (lower right)

oil on canvas

55 x 64cm (21 5/8 x 25 3/16in).

£800 - 1,200

€1,000 - 1,500



108

108

After Abraham van Dijck, circa 1900

Elijah with the widow of Zarephath

oil on canvas

60 x 82cm (23 5/8 x 32 5/16in).

£800 - 1,200

€1,000 - 1,500

The present composition is a copy of Abraham van Dijck's original, now in the Statens Museum for Kunst, Copenhagen.



109

109

Harry Brooker (British, 1848-1940)

I'm Father!

signed and dated 'Harry Brooker/1904' (lower right)

oil on canvas

41 x 51cm (16 1/8 x 20 1/16in).

£600 - 800

€750 - 1,000



110



113



114



111



112

110

English School, late 19th/ early 20th Century

A triumphal scene

bears signature (lower left)

oil on canvas

92 x 71cm (36 1/4 x 27 15/16in).

£800 - 1,200

€1,000 - 1,500

111

Raffaele Faccioli (Italian, 1846-1916)

Afternoon in the garden

signed and inscribed 'R Faccioli/Roma' (lower right)

oil on canvas

32.5 x 24.5cm (12 13/16 x 9 5/8in).

£800 - 1,200

€1,000 - 1,500

112

Pierre Parrocel (French, 1670-1739)

A kneeling shepherd

black and white chalk on blue/green paper with black ink framing lines

45.5 x 30cm (17 15/16 x 11 13/16in).

£600 - 800

€750 - 1,000

PROVENANCE:

Sir and Lady Witt Collection; Sotheby's London, 19 Feb 1987, lot 320.

113

Gaston La Touche (French, 1854-1913)

Lady resting

signed 'G. La Touche' (lower right)

oil on panel, unframed

14.7 x 15cm (5 13/16 x 5 7/8in).

£600 - 800

€750 - 1,000

114

John Linnell (British, 1792-1882)

Portrait of Henry Stephen Fox-Strangways, 3rd Earl of Ilchester

signed, inscribed and dated 'J LINNELL P 1848'

oil on panel

53.5 x 44.5cm (21 1/16 x 17 1/2in).

£1,200 - 1,800

€1,500 - 2,200

A study by Linnell of this portrait is currently in the collection of the British Museum, London.



115

115
Mortimer Luddington Menpes, RI, RBA, RE (British, 1855-1938)
 Giovanna
 signed 'Mortimer Menpes' (lower left)
 mixed media on board
 40 x 31.5cm (15 3/4 x 12 3/8in).
 £1,200 - 1,800
 €1,500 - 2,200



116

116
Mortimer Luddington Menpes, RI, RBA, RE (British, 1855-1938)
 Going to bed
 signed 'Mortimer Menpes' (lower left)
 mixed media on board
 41 x 31.5cm (16 1/8 x 12 3/8in).
 together with book entitled 'Children of the World' by the artist
 £1,500 - 2,000
 €1,900 - 2,500



117



120



121



118

117

Continental School, 19th Century

Still life of lilies, tulips, cherry blossom, honeysuckle, convolvulus, lilacs and buddleia

oil on canvas

84.5 x 74cm (33 1/4 x 29 1/8in).

£600 - 800

€750 - 1,000

118AR

Erwin Eichinger (Austrian, 1892-1950)

A musical duet

signed and inscribed 'E. Eichinger/Wien' (upper right)

oil on canvas

61 x 51.5cm (24 x 20 1/4in).

£700 - 900

€870 - 1,100

PROVENANCE:

With Frost and Reed.

119

Benjamin Eugène Fichel (French, 1826-1895)

The Connoisseurs

signed and dated 'E.FICHEL/1871' (lower left)

oil on panel

24 x 16cm (9 1/2 x 6 1/4in).

£700 - 900

€870 - 1,100

PROVENANCE:

With Frost and Reed, 1964.

120

Michel Garnier (Saint-Cloud 1753-1819)

The illicit letter

indistinctly signed (lower right)

oil on panel

47.4 x 39.5cm (18 11/16 x 15 9/16in).

£600 - 800

€750 - 1,000

PROVENANCE:

Sale, Hampel Kunstauktionen, Munich, 19 June 2012, lot 449



119



122

121
French School, 19th Century
 Keeping warm
 indistinctly signed (lower left)
 oil on canvas
 65 x 50cm (25 9/16 x 19 11/16in).
 £600 - 800
 €750 - 1,000

122
William Joseph Carroll (British, 19th/20th Century)
 Lost in thought
 signed 'W J Carroll' (lower left)
 oil on canvas
 91 x 71cm (35 13/16 x 27 15/16in).
 £1,000 - 1,500
 €1,200 - 1,900

123
Laslett John Pott (British, 1837-1898)
 A handfull of roses
 signed 'Laslett.J.Pott' (lower left)
 oil on canvas
 91 x 62.5cm (35 13/16 x 24 9/16in).
 £1,500 - 2,500
 €1,900 - 3,100

124ARW
Richard George Hinchcliffe (1868-1942)
 Portrait of a girl in a yellow dress
 signed 'R. G. Hinchcliffe' (lower left)
 oil on canvas
 138 x 76cm (54 5/16 x 29 15/16in).
 £800 - 1,200
 €1,000 - 1,500



123



124



125



127



126

125

Charles Edouard Frère (French, 1837-1894)

The young faggot gatherers

signed and dated 'Edouard Frère. 83.' (lower left)

oil on panel

31.5 x 24cm (12 3/8 x 9 7/16in).

£1,000 - 1,500

€1,200 - 1,900

126W

Alexander Jamieson ROI (British, 1873-1937)

The dwarf

signed and dated 'alex jamieson/1898' (centre right)

oil on canvas

153 x 94.5cm (60 1/4 x 37 3/16in).

£1,000 - 1,500

€1,200 - 1,900

127

Robert Gemmell Hutchison, RSA RBA ROI RSW (British, 1855-1936)

Girl holding a canary

signed 'Gemmell Hutchison' (lower left)

oil on canvas

35.5 x 25.5cm (14 x 10 1/16in).

£1,500 - 2,000

€1,900 - 2,500

128AR

Arturo Noci (Italian, 1875-1953)

Afternoon tea

signed, inscribed and dated 'Arturo Noci, Roma 1906' (lower left)

oil on canvas

62 x 50cm (24 7/16 x 19 11/16in).

£3,000 - 5,000

€3,700 - 6,200





129



131



130

129

Alexis van Hamme (Belgian, 1818-1875)

A young lady shelling peas in a niche
signed and dated 'A Van Hamme/1846' (lower left)
oil on panel

52 x 43cm (20 1/2 x 16 15/16in).

£1,000 - 1,500

€1,200 - 1,900

130

William Henry Haines (British, 1812-1884)

Cathedral interior
signed and indistinctly inscribed 'W. Henry. P...' (lower left)
oil on canvas, unframed

97.5 x 75cm (38 3/8 x 29 1/2in).

£800 - 1,200

€1,000 - 1,500

131AR

William Logsdail (British, 1859-1944)

On the loggia of the Doges palace, Venice
signed 'W. Logsdail' (lower centre) and inscribed with title and artist's
name on old label (verso)

oil on panel

41 x 31cm (16 1/8 x 12 3/16in).

£1,000 - 1,500

€1,200 - 1,900



132

132
Jan Jacob Spohler (Dutch, 1811-1866)

A Dutch canal scene
 signed 'J.J.Spohler' (lower left)
 oil on panel
 20 x 16cm (7 7/8 x 6 5/16in).
 £3,000 - 5,000
 €3,700 - 6,200



133

133
Jacques François Carabain (Belgian, 1834-1933)

The market square, Amsterdam
 signed 'J. Carabain' (lower right)
 oil on canvas
 57 x 45cm (22 7/16 x 17 11/16in).
 £1,200 - 1,500
 €1,500 - 1,900

PROVENANCE:
 With David Messum

134
Jan Jacob Coenraad Spohler (Dutch, 1837-1923)

Winter skating scene
 signed 'JJCSpholer' (lower right)
 oil on panel
 27.3 x 21.7cm (10 3/4 x 8 9/16in).
 £1,500 - 2,000
 €1,900 - 2,500



134



135



139



136



137



138

135

English School, 18th Century

Shipping on a stormy sea

oil on canvas

30.5 x 36.5cm (12 x 14 3/8in).

£600 - 800

€750 - 1,000

136W

J.G. Delincourt (French, late 19th/early 20th Century)

Unloading the oranges in a Spanish port

signed 'J G Delincourt' (lower left)

oil on canvas

68.2 x 107cm (26 7/8 x 42 1/8in).

£800 - 1,200

€1,000 - 1,500

137W

Follower of Jan van Balen (Antwerp 1611-1654)

Europa and the Bull

oil on canvas

120 x 150cm (47 1/4 x 59 1/16in).

£800 - 1,200

€1,000 - 1,500

138

Follower of Marten Ryckaert (Antwerp 1587-1631)

Couple at the spinning wheel

bears indistinct signature and date (lower right)

oil on panel

51 x 66.5cm (20 1/16 x 26 3/16in).

£800 - 1,200

€1,000 - 1,500

139

John Wilson Carmichael (British, 1799-1868)

Shipping off the coast

signed 'J.W.Carmichael' (lower right)

oil on canvas

20 x 31cm (7 7/8 x 12 3/16in).

£800 - 1,200

€1,000 - 1,500

140
Henry Thomas Dawson (British, 1841-circa 1896)
 'The Cedars, Chiswick'
 signed with monogram and dated 'HTD Jan' 1862' (lower left), signed and titled (verso)
 oil on panel
 25 x 34cm (9 13/16 x 13 3/8in).
 £1,000 - 1,500
 €1,200 - 1,900



140

141
James Baker Pyne (British, 1800-1870)
 View of a fishing village
 signed 'J B PYNE' (lower left)
 oil on canvas
 42 x 67.5cm (16 9/16 x 26 9/16in).
 £1,000 - 1,500
 €1,200 - 1,900



141

142
Georgina Lara (British, fl. 1862-1871)
 Farmyard scenes, a pair
 both indistinctly signed (lower right)
 oil on canvas
 each 35.5 x 61cm (14 x 24in).(2)
 £1,000 - 1,500
 €1,200 - 1,900



142



143



144

143
Jacobus Freudenberg (Dutch, 1818-1873)
 Skaters on a frozen lake
 signed and dated 'J. Freudenberg/1844' (lower left)
 oil on panel
 44 x 58.5cm (17 5/16 x 23 1/16in).
 £2,000 - 3,000
 €2,500 - 3,700

144
After Gaspard Dughet, called Gaspard Poussin, 19th Century
 An Italianate landscape with figures resting and a view of Tivoli beyond;
 and A shepherd and his flock in an Italianate landscape, a pair
 oil on canvas
 51 x 68.5cm (20 1/16 x 26 15/16in). (2)
 £2,000 - 3,000
 €2,500 - 3,700

The present works are copies of Dughet's original compositions, now in the National Gallery, London.



145



146

145
 Attributed to Henry Dawson (British, 1811-1878)
 Shipping at sunset
 oil on canvas
 61 x 106cm (24 x 41 3/4in).
 £3,000 - 5,000
 €3,700 - 6,200

146
 Attributed to Pierre Justin Ouvrié (French, 1806-1879)
 View of St Goar and St Goarhausen
 oil on canvas
 49.5 x 70cm (19 1/2 x 27 9/16in).
 £2,000 - 3,000
 €2,500 - 3,700



147



150



148



149

147

After John Frederick Herring, Jnr.

Pharaoh's horses

bears signature and date (lower right)

oil on canvas, framed as tondo

39 x 39cm (15 3/8 x 15 3/8in).

£1,000 - 1,500

€1,200 - 1,900

The present composition is after the original by Herring now in a private collection.

148

Lilian Cheviot (British, active 1894-1930)

A profile portrait of a black mare in a stable

signed 'Lilian Cheviot' (lower right)

oil on canvas

56 x 66cm (22 1/16 x 26in).

£600 - 800

€750 - 1,000

PROVENANCE:

With Ackermann and Son Ltd., London

Sale, Sotheby's, 9 February 1994, lot 375

Private collection, UK

149

Attributed to Sir Edwin Landseer RA (British, 1802-1873)

A study of a Red Squirrel

bears inscription and signature

pencil, unframed

23 x 30.5cm (9 1/16 x 12in).

£600 - 800

€750 - 1,000

PROVENANCE:

The present lot was a gift from the artist to the family of the current owner and thence by descent.

150AR

John Sanderson Sanderson-Wells, RI (British, 1872-1955)

The pack

signed 'J S Sanderson Wells_' (lower left)

watercolour

38.5 x 35.5cm (15 3/16 x 14in).

£1,500 - 2,000

€1,900 - 2,500

EXHIBITED:

London, The Fine Art Society, 1924, no 48



151



152

151

Paul Joseph Constantin Gabriël (Dutch, 1828-1903)
Walking along a Dutch canal
signed 'Gabriël fct' (lower right)
oil on canvas
52 x 83.5cm (20 1/2 x 32 7/8in).
£8,000 - 12,000
€10,000 - 15,000

152W

James Thomas Linnell (British, 1820-1905)
A mountain road
signed and dated 'James T Linnell/1867' (lower right), also signed and
inscribed with title on reverse
oil on canvas
68 x 111.5cm (26 3/4 x 43 7/8in).
£6,000 - 8,000
€7,500 - 10,000

PROVENANCE:
With Leger Galleries, 13 Old Bond Street, London;
with Stacy Marks, Eastbourne

EXHIBITED:
London, Royal Academy, 1867, no. 571



153

153AR
Frederick Hall (British, 1860-1948)
 Figure by a cottage
 signed 'Fred Hall' (lower left)
 oil on canvas
 77 x 64cm (30 5/16 x 25 3/16in).
 £1,800 - 2,000
 €2,200 - 2,500



155

154AR
André Devambez (French, 1867-1943)
 Rencontre
 signed 'Andre Devambez' (lower right)
 oil on panel
 12 x 15cm (4 3/4 x 5 7/8in).
 £600 - 800
 €750 - 1,000

The Devambez family were one of the foremost fine engravers in Paris, but also expanded the business to include an important art gallery, the first exhibition held there being a major show of drawings by Rodin. Other artists who exhibited at Devambez included Cassatt, Renoir, Signac, Dufy, Vlaminck, Matisse, Braque, Modigliani, Foujita, de Chirico and Picasso.

There are nine works by Andre Devambez in the Musee d'Orsay in Paris and he was invited to paint decorative panels for the new French embassy in Vienna. He was Professor of Fine Arts and a member of the Institut de France from 1930 onwards.

One of his artistic trademarks was the production of small paintings on panel such as this, which were known as *Les Tout-Petits*.

155AR
Sir George Clausen, RA, RWS (British, 1852-1944)
 Portrait of a Breton fisherman
 signed, inscribed and dated 'To Trythallen Rowe in friendship / George Clausen 1892/ 28 Sept' (lower centre)
 oil on canvas
 30.5 x 23cm (12 x 9 1/16in).
 £1,000 - 1,500
 €1,200 - 1,900



156



157

156AR

Stefan Simony (Austrian, 1860-1950)

Harvesters at work with an extensive river landscape beyond
signed and dated 'Stefan Simony 1904' (lower right)

oil on canvas

55.5 x 74cm (21 7/8 x 29 1/8in).

£3,000 - 5,000

€3,700 - 6,200

157

Charles Malfroy (French, 1862-1918)

Harbour scene

signed 'Malfroy' (lower left)

oil on canvas

46 x 65cm (18 1/8 x 25 9/16in).

£2,000 - 3,000

€2,500 - 3,700



158



160



159

158

Auguste Henri Musin (Belgian, 1852-1920)

De Vogel Plaat, Holland

signed, inscribed as titled and dated

'Auguste Musin-1874' (lower right)

oil on panel

40 x 35.5cm (15 3/4 x 14in).

£1,000 - 1,500

€1,200 - 1,900

159W

Thomas Rose Miles (British, active 1869-1906)

'Crossing the Bay'

signed 'TRMiles NBA' (lower left) and inscribed 'Crossing the Bay/T R Miles N.B.A/copyright reserved/TRM' (verso)

oil on canvas

101 x 80.5cm (39 3/4 x 31 11/16in).

£1,000 - 1,500

€1,200 - 1,900

160

Continental School, 19th Century

Venetian backwater

indistinctly signed (lower right)

oil on canvas

60.5 x 41.5cm (23 13/16 x 16 5/16in).

£800 - 1,200

€1,000 - 1,500



161

161
William Joseph Julius Caesar Bond (British, 1833-1926)
 Fishing boat at sea
 signed and dated 'WJJC Bond 1902' (lower left)
 oil on panel
 52 x 38cm (20 1/2 x 14 15/16in).
 £1,500 - 2,000
 €1,900 - 2,500



162

162
Sydney Laurence (American, 1865-1940)
 Choppy Waters, St Ives Harbour
 signed 'SMLAURENCE' (lower left)
 oil on canvas
 61 x 45.8cm (24 x 18 1/16in).
 £2,000 - 3,000
 €2,500 - 3,700

163
Sydney Laurence (American, 1865-1940)
 A Cornish huntsman
 signed 'S Laurence' (lower right)
 oil on canvas
 61 x 45.8cm (24 x 18 1/16in).
 £1,000 - 1,500
 €1,200 - 1,900



163



164



168



165



166



167

164

William Kay Blacklock (British 1872-1924)

Boats coming in to land

signed 'W. KAY BLACKLOCK' (lower right)

oil on panel

23 x 29.5cm (9 1/16 x 11 5/8in).

£600 - 800

€750 - 1,000

165

Vincenzo Loria (Italian, 1850-1939)

Fishermen off the Italian coast

signed 'V.Lori' (lower right)

watercolour

15 x 34.5cm (5 7/8 x 13 9/16in).

£600 - 800

€750 - 1,000

166

Arthur William Redgate (British, 1860-1906)

Mary Ann entering the lock

signed 'W.Redgate' (lower right)

oil on canvas

30.5 x 46cm (12 x 18 1/8in).

£600 - 800

€750 - 1,000

167

Hugh C. Blackden (British, 1871-1900)

Boat by the Wharf, St. Ives

signed and dated 'H. Blackden/97' (lower right)

oil on canvas, unframed

35.6 x 45cm (14 x 17 3/4in).

£500 - 800

€620 - 1,000

ILLUSTRATED:

David Tovey, *St Ives (1860-1930) – The Artists and the Community – A Social History*, Tewkesbury 2009, p. 243

Hugh C. Blackden was born in Bournemouth in 1871 and graduated from Emmanuel College, Cambridge. He studied at Bushey under Sir Hubert von Herkomer between 1894-8 and at St. Ives between 1897-9, being a student of Julius Olsson. He settled at Hawke's Point, Lelant and exhibited '*St. Ives harbour on a grey day*' hung at the Royal Academy in 1898 (no. 306).

He was considered a "genial, kind and unworldly" man, who was last recorded in St. Ives playing mandolin in an entertainment in November 1899 to raise funds for the widows and orphans of soldiers killed in the Boer War. Ironically, he himself then enlisted, serving in South Africa as a Private in the Imperial Yeomanry (50th Company), but died from an attack of fever and sunstroke on 14th June 1900.

We are grateful to David Tovey for his assistance in cataloguing this lot.



169



170

168

William E Osborn (British, 1868-1906)

Seascape in St. Ives

signed 'Will E Osborn' (lower right)

oil on canvas

40.5 x 56cm (15 15/16 x 22 1/16in).

£600 - 800

€750 - 1,000

169

Désiré Thomassin (Austrian, 1858-1933)

Unloading the catch

signed 'D. Thomassin' (lower right)

oil on canvas

71 x 100.5cm (27 15/16 x 39 9/16in).

£5,000 - 7,000

€6,200 - 8,700

170

Lionel Walden (American, 1861-1933)

Fishermen off Falmouth

signed 'Lionel Walden' (lower right)

oil on canvas

36 x 61cm (14 3/16 x 24in).

£5,000 - 7,000

€6,200 - 8,700



171



172

171

Terrick John Williams, RA (British, 1860-1936)

'A Sunny Morning, Honfleur'

signed 'Terrick Williams' (lower right); further signed and titled (verso)

oil on canvas

27 x 42cm (10 5/8 x 16 9/16in).

£2,000 - 3,000

€2,500 - 3,700



172

Terrick John Williams, RA (British, 1860-1936)

'The Quay, Ragusa, Dalmatia'

signed 'Terrick Williams' (lower left) and inscribed with title, artist's name and address (verso)

oil on canvas

26 x 38.5cm (10 1/4 x 15 3/16in).

£1,500 - 2,000

€1,900 - 2,500

173



173W

Wilhelm von Gegerfelt (German, 1844-1920)

Sail and steam vessels in an estuary

signed and dated 'W.Gegerfelt 74.' (lower right)

oil on panel

76 x 118cm (29 15/16 x 46 7/16in).

£2,000 - 3,000

€2,500 - 3,700

174

William Edward Webb (British, 1862-1903)

Fish market, Peel harbour, Isle of Man

signed 'WWEBB' (lower left)

oil on canvas

41 x 66cm (16 1/8 x 26in).

£2,000 - 3,000

€2,500 - 3,700

174



175AR

James Brereton (British, born 1954)

Sail and steam

signed 'James Brereton' (lower left)

oil on canvas

51 x 77cm (20 1/16 x 30 5/16in).

£1,500 - 2,000

€1,900 - 2,500

175



176

176*

Viggo Christien Frederik Vilhelm Pedersen
(Danish, 1854-1926)

Field with yellow flowers
signed, dated and indistinctly inscribed
'30/5 1891 Viggo Pedersen' (lower right)
oil on canvas
46.5 x 80.5cm (18 5/16 x 31 11/16in).
£2,000 - 3,000
€2,500 - 3,700



177

177ARW

Cesare Bentivoglio (Italian, 1868-1952)

Woodland scene at sunset
signed 'Bentivoglio' (lower left)
oil on canvas
99 x 120cm (39 x 47 1/4in).
£1,000 - 1,500
€1,200 - 1,900

178

Johan Fredrik Krouthen (Swedish, 1858-1932)

Apple orchard
signed and dated 'johan Krouthen/1915'
(lower left)
oil on canvas
72 x 104cm (28 3/8 x 40 15/16in).
£1,000 - 2,000
€1,200 - 2,500



178

179

Joseph (Jef) Leempoels (Belgian, 1867-1935)

'Canal en Flandre'

signed 'Jef Leempoels.' (lower right); signed and inscribed with title on reverse

oil on canvas

64.5 x 80cm (25 3/8 x 31 1/2in).

£1,500 - 2,500

€1,900 - 3,100



179

180AR

Arsene Chabanian (Armenian-French, 1864-1949)

Moonlit beach

signed 'A Chabanian' (lower right)

oil on canvas

40 x 55cm (15 3/4 x 21 5/8in).

£1,000 - 1,500

€1,200 - 1,900



180

PROVENANCE:

With Frost & Reed

181

Attributed to Garnet W. Jex (American, 1895-1979)

Tréboul, France

bears signature, date and inscription (upper left)

oil on canvasboard

30 x 34.5cm (11 13/16 x 13 9/16in).

£1,000 - 1,500

€1,200 - 1,900



181



182



182

182AR
Noel Georges Bouvard (French, 1912-1975)
 Views of Venice, a pair
 both signed 'Bouvard' (lower right)
 oil on canvas
each 35 x 27cm (13 3/4 x 10 5/8in), (2).
 £2,000 - 3,000
 €2,500 - 3,700

183AR
Wladyslaw Chmielinski (Polish, 1911-1979)
 Warsaw in winter
 signed 'W Chmielinski' (lower right)
 oil on canvas
35 x 50cm (13 3/4 x 19 11/16in).
 £1,500 - 2,000
 €1,900 - 2,500

184AR
Sergius Pauser (Austrian, 1896-1970)
 View of Paris, a pair
 one signed, inscribed and dated 'Sergius Pauser/
 Paris 1936' the other 'Sergius Pauser/Paris 37'
 (lower right)
 watercolour
each 33 x 48.5cm (13 x 19 1/8in), (2)
 £1,000 - 1,500
 €1,200 - 1,900

185AR
Ferdinand-Jean Luigini (French, 1870-1943)
 Ostend
 mixed media
48.5 x 66cm (19 1/8 x 26in).
 £1,200 - 1,800
 €1,500 - 2,200

PROVENANCE:
 Kaplan Gallery, London.



183



184



185



186
Eugène Galien-Laloue (French, 1854-1941)
 Paris street scene
 signed 'Levin' (lower right)
 oil on canvas
 29 x 35.5cm (11 3/8 x 14in).
 £5,000 - 7,000
 €6,200 - 8,700

PROVENANCE:
 With Frost & Reed, London.

End of Sale

The next sale of British & European Pictures will
 take place on Tuesday 19 March 2013.

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The Marine Sale

Wednesday 24 April 2013 at 2pm
Knightsbridge, London

Closing date for entries
Monday 4 March 2013

+44 20 7393 3962
veronique.scorer@bonhams.com

William Lionel Wyllie
(British, 1851-1931)
Dreadnought and Victory
oil on canvas
£15,000 - 20,000



19th Century Paintings, Drawings & Watercolours

Wednesday 23 January 2013 at 2pm
New Bond Street, London

Viewing

Sunday 20 January
11am to 3pm

Monday 21 January
9am to 4.30pm

Tuesday 22 January
9am to 4.30pm

Wednesday 23 January
9am to 12noon

Peter Rees
+44 (0) 20 7468 8201
peter.rees@bonhams.com

Henry Scott Tuke, RA, RWS
(British, 1858-1929)
A bather (detail)
signed 'H.S.TUKE' (lower left)
oil on panel
29 x 20cm (11 7/16 x 7 7/8in).
£10,000-15,000



Antique Arms & Armour

**Including items from the
E. A. Christensen Collection**

**Wednesday 28 November 2012
Knightsbridge, London**

+44 (0) 20 7393 3807
+44 (0) 7768 823 711
david.williams@bonhams.com

A rare Medieval sword from the Mamluk
Arsenal at Alexandria, second half of the
14th century, probably Italian
£40,000 - 60,000

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

1. OUR ROLE

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

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

2. LOTS

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller’s responsibility to you

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

Bonhams’ responsibility to you

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller’s* agent only (unless *Bonhams* sells the *Lot* as principal). *Bonhams* undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any descriptions or opinions given by *Bonhams*, or by any person on *Bonhams’* behalf, whether in the *Catalogue* or elsewhere. You should not suppose that such examinations, investigations or tests have occurred. *Bonhams* does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams’* behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer’s Agreement*.

Alterations

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

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

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for sale in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the

Sale, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equaling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer’s* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

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

Bidding in person

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

Bidding by telephone (only available on lots with a low estimate greater than £400)

If you wish to bid at the *Sale* by telephone, please complete a Telephone Bidding Form, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee Bidding Forms can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours

before the start of the *Sale*. Please check your Absentee Bidding Form carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity when submitting bids. Failure to do this may result in your bid not being placed.

Bidding via the internet

Please visit our *Website* at <http://www.bonhams.com> for details of how to bid via the internet.

Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and may require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*. Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee Bidding Form that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the *Catalogue*. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable VAT. At the same time, a separate contract is also entered into between us as auctioneers and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful *Bidder*. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the *Catalogue* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale*. You should be alert to this possibility of changes and ask if there have been any.

7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. Storage charges and *Expenses* are also payable by the *Buyer* as set out in the *Buyer's Agreement*. All the sums payable to us by the *Buyer* are subject to VAT. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* of *Lots*:

25% up to £25,000 of the *hammer price*
20% from £25,001 of the *hammer price*
12% from £500,001 of the *hammer price*

On certain *Lots*, which will be marked "AR" in the *Catalogue* and which are sold for a *Hammer Price* of €1,000 or greater (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*), the *Additional Premium* will be payable to us by the *Buyer* to cover our expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006. The *Additional Premium* will be a percentage of the amount of the *Hammer Price* calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

<i>Hammer Price</i> amount	Percentage
From €0 to €50,000	4%
From €50,000.01 to €200,000	3%
From €200,000.01 to €350,000	1%
From €350,000.01 to €500,000	0.5%
Exceeding €500,000	0.25%

8. VAT

The prevailing rate of VAT at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the sale.

The following symbols are used to denote that VAT is due on the *Hammer Price* and *Buyer's Premium*:

- T VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Q VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
- G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*
- Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the EU: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*)

Buyers from outside the EU: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

In all other instances no VAT will be charged on the *Hammer Price*, but VAT at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a VAT inclusive basis.

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the seventh working day after the *Sale*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams 1793 Limited). Bonhams reserves the right to vary the terms of payment at any time.

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases;

Bankers draft/building society cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, we will allow you to collect your purchases immediately;

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £5,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

Sterling travellers cheques: you may pay for *Lots* purchased by you at this *Sale* with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £5,000. We will need to see your passport if you wish to pay using travellers cheques;

Bank transfer: you may electronically transfer funds to our *Trust Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Trust Account* details are as follows:

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited Trust Account
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Debit cards: there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 3% surcharge;

Union Pay Cards: Are now accepted at our Knightsbridge and New Bond Street offices, when presented in person by the card holder. These cards are subject to a 3% surcharge.

Credit cards: Visa and Mastercard only. Please note there is a 3% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

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

11. SHIPPING

Please refer all enquiries to our shipping department on:

Tel: 020 7468 8353/8302 or 020 8222 6443 Fax: 020 7629 9673 Email: shipping@bonhams.com

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by the Museums, Libraries and Archives Council and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the MLA website www.mla.gov.uk or by phoning MLA on 020 7273 8266. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any sale nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

Please be aware that all *Lots* marked with the symbol Y are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at www.ukcites.gov.uk or may be requested from:

DEFRA, Global Wildlife Division
1st Floor, Temple Quay House
2 The Square
BRISTOL BS1 6EB

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the

Buyer's Agreement. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. PICTURES

Explanation of *Catalogue Terms*

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

UNDER THIS CONTRACT, THE *SELLER'S* LIABILITY IN RESPECT OF THE QUALITY OF *THE LOT*, ITS FITNESS FOR ANY PURPOSE AND ITS CONFORMITY WITH ANY *DESCRIPTION* IS LIMITED. YOU ARE STRONGLY ADVISED TO EXAMINE *THE LOT* FOR YOURSELF AND/OR OBTAIN AN INDEPENDENT EXAMINATION OF IT BEFORE YOU BUY IT.

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in

bold letters, which merely sets out (on the *Seller's* behalf) *Bonhams' opinion* about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.

- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by or on behalf of the *Seller* including by *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.
- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when *Bonhams* has received

	cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i> .		to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.		<i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.
7.2	The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i> .	8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10	MISCELLANEOUS
7.3	You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements.			10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .
7.4	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .	8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .
7.5	You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i> . All such sums due to the <i>Seller</i> will be payable on demand.			10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY		
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed <i>c/o Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.		
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents. The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.4	to remove and store the <i>Lot</i> at your expense;			10.7	
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;				
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such sale in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the	10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any
					officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

All transactions to which the *Contract for Sale* applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes place and the *Seller* and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the *Seller* may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. Bonhams has a complaints procedure in place.

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:

- 3.1.1 the *Purchase Price* for the *Lot*;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, and
- 3.1.3 if the *Lot* is marked ^[A8], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and VAT and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.
- 4 COLLECTION OF THE LOT**
- 4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a stamped, paid invoice, obtained from our cashier's office.
- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.
- 4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.
- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.

4.6	You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i> . You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i> , any <i>Expenses</i> and all charges due under the <i>Storage Contract</i> .	7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;		<i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
		7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
4.7	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .	7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	9	FORGERIES
4.8	You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.	7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
5	STORING THE LOT	7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9.2	Paragraph 9 applies only if:
	We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) and, subject to paragraphs 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the <i>Notice to Bidders</i> . If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.	7.2	You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and
6	RESPONSIBILITY FOR THE LOT	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
6.1	Only on the payment of the <i>Purchase Price</i> to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passed to you when it was knocked down to you.			9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .
6.2	You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS			9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.1	to terminate this agreement immediately for your breach of contract;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.2	to retain possession of the <i>Lot</i> ;			9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , VAT and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10	OUR LIABILITY
		8.2	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
		8.2.1	may be exercised at any time during which we have actual or constructive possession of the		

10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:	perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
10.2.1	handling the <i>Lot</i> if it was affected at the time of sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or	11.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
10.2.2	changes in atmospheric pressure; nor will we be liable for:	11.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
10.2.3	damage to tension stringed musical instruments; or	11.6 References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.	11.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.8 In this agreement "including" means "including, without limitation".
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
	You may wish to protect yourself against loss by obtaining insurance.	11.10 Reference to a numbered paragraph is to a paragraph of this agreement.
10.4	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	11.11 Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
11	MISCELLANEOUS	11.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
11.1	You may not assign either the benefit or burden of this agreement.	12 GOVERNING LAW
11.2	Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.	All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
11.3	If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to	DATA PROTECTION – USE OF YOUR INFORMATION
		Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from info@bonhams.com .

APPENDIX 3

DEFINITIONS and GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS

"Additional Premium" a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams' Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the *Buyer* to *Bonhams* on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any VAT) equals or exceeds 1,000 euros (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

"Auctioneer" the representative of *Bonhams* conducting the *Sale*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a

value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the description of the *Lot*.

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

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

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

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

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

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

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

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

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

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

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

"Purchase Price" the aggregate of the *Hammer Price* and VAT on the *Hammer Price*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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