



Bonhams

1793

British & European Pictures

Tuesday 19 March 2013 at 1pm
Knightsbridge, London



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Bonhams

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Sale Number: 20784

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Please see page 2 for bidder information including after-sale collection and shipment

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Front cover: Lot 5
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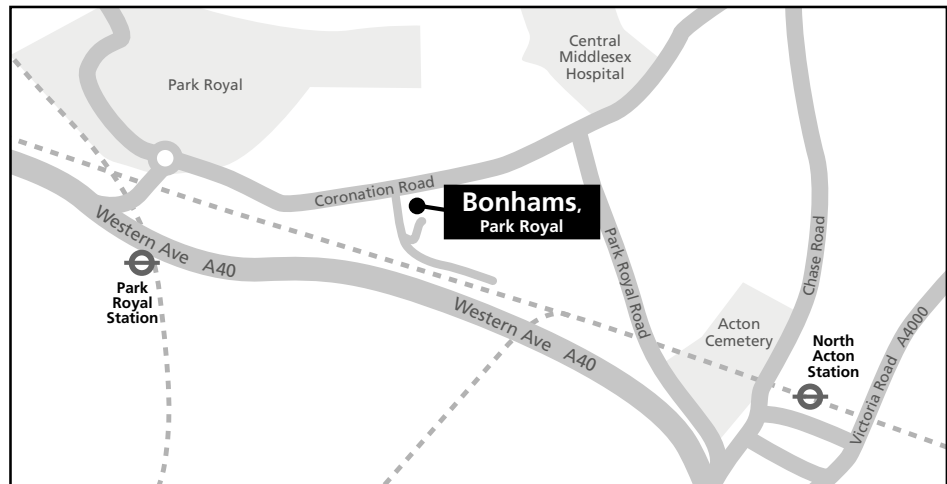
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The sold lots marked with a special symbol **w** will be available for collection from Bonhams warehouse as from 9.30am on 21 March 2013.

Lots may be released from Bonhams warehouse on production of the collection order obtained from cashier's office at Bonhams and a form of photographic ID. If a third party is collecting on behalf of the client, the client must provide Bonhams with written authority prior to collection. The third party must present a photographic form of ID when collecting.

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Transfer per lot £20.00
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† VAT 20% on hammer price and buyer's premium

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W These lots will be removed to Bonhams Park Royal after the sale. Please read the sale information page for more details.

Y These lots are subject to CITES regulations, please read the 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

1
Francesco Bergamini (Italian, 1815-1883)
 The fair conspirator
 signed and inscribed 'FBergamini/Roma' (lower right)
 oil on canvas
 44.5 x 67.5cm (17 1/2 x 26 9/16in).
 £3,000 - 5,000
 €3,500 - 5,900

2^{AR}
Giuseppe Micali (Italian, 1866-1944)
 In the tavern
 signed and inscribed 'G Micali/Roma' (lower right)
 oil on canvas
 50 x 62.5cm (19 11/16 x 24 5/8in).
 £1,500 - 2,000
 €1,800 - 2,400

PROVENANCE:
 with the Cooling Galleries, London
 Private collection, UK



3



4

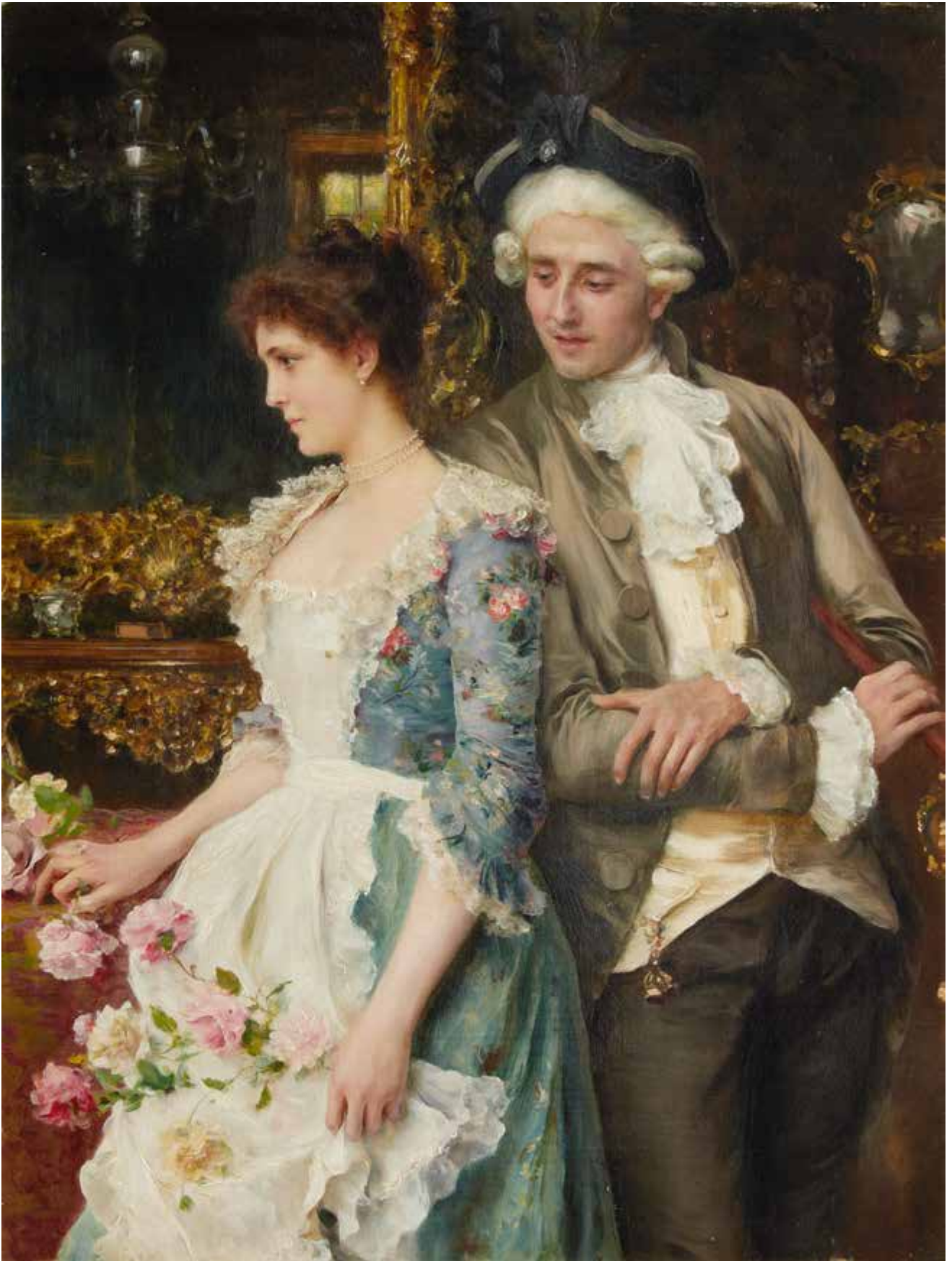
3
George Goodwin Kilburne, RI, RBA (British, 1839-1924)
 Christmas Day
 signed 'G G KILBURNE' (lower right)
 watercolour heightened with white
 36 x 53cm (14 3/16 x 20 7/8in).
£1,200 - 1,800
€1,400 - 2,100

PROVENANCE:
 with Charles Nicholls & Son, Manchester

5
Federico Andreotti (Italian, 1847-1930)
 Flirtation
 signed 'F. Andreotti' (upper right)
 oil on canvas
 47 x 36cm (18 1/2 x 14 3/16in).
£6,000 - 8,000
€7,100 - 9,500

PROVENANCE:
 with Frost & Reed

4
George Goodwin Kilburne, RI, RBA (British, 1839-1924)
 Good News
 signed 'G G KILBURNE' (lower right)
 watercolour heightened with white
 36.5 x 53cm (14 3/8 x 20 7/8in).
£1,200 - 1,800
€1,400 - 2,100





6

6
Thomas James Lloyd, RWS (British, 1849-1910)
The potato harvest
signed and dated 'TomLloyd.1882' (lower right)
watercolour heightened with white and scratching out
62.5 x 123.5cm (24 5/8 x 48 5/8in).
£3,000 - 5,000
€3,500 - 5,900

8
George Goodwin Kilburne, RI, RBA (British, 1839-1924)
The Welcome
signed 'G G Kilburne' (lower left)
watercolour heightened with white
35 x 52cm (13 3/4 x 20 1/2in).
£1,200 - 1,800
€1,400 - 2,100

7
George Goodwin Kilburne, RI, RBA (British, 1839-1924)
Going Shopping
signed 'G G KILBURNE' (lower left)
watercolour heightened with white
36 x 53.5cm (14 3/16 x 21 1/16in).
£1,200 - 1,800
€1,400 - 2,100



7



8



9



11



10

9^w
English School, 19th Century
 'The world is not thy friend'
 bears inscription on old label 'Need
 and oppression starveth in thine eyes;
 Contempt and beggary hangs upon
 thy back; The world is not thy friend/
 Shakespeare/Picture by O.O./60a Brook
 Street/Grosvenor Square' (on the reverse)
 oil on canvas
 136 x 106cm (53 9/16 x 41 3/4in).
 £2,000 - 3,000
 €2,400 - 3,500

The inscription on the label is an extract
 from William Shakespeare's 'Romeo and
 Juliet' Act 5, Scene 1.

10
Edith Hume (British, active 1862-1906)
 Through the glen
 signed 'E. Hume' (lower left)
 oil on panel
 30.5 x 22.5cm (12 x 8 7/8in).
 £1,000 - 1,500
 €1,200 - 1,800

11
John Scott (British, 1850-1919)
 News from afar
 signed 'JScott' (lower right)
 oil on canvas
 56 x 41cm (22 1/16 x 16 1/8in).
 £1,000 - 1,500
 €1,200 - 1,800

12
Alexander M. Rossi (British, 1840-1916)
 A rabbit fancier
 signed 'a m Rossi' (lower right)
 oil on canvas
 55 x 43cm (21 5/8 x 16 15/16in).
 £4,000 - 6,000
 €4,700 - 7,100

PROVENANCE:
 Collection of Dr G Faccioli, Jan 1878
 (according to a label, attached to the
 stretcher on the reverse)





13

Egisto Ferroni (Italian, 1835-1912)

Ladies holding flowers, a pair

both signed 'E.Ferroni' (one lower left, the other lower right)

oil on canvas

each 82 x 34.5cm (32 5/16 x 13 9/16in).(2)

£3,000 - 5,000

€3,500 - 5,900



14

14
Arthur Trevor Haddon (British, 1864-1941)
 A good gossip
 signed 'TREVOR HADDON RBA' (lower right)
 oil on canvas
 61 x 92cm (24 x 36 1/4in).
 £800 - 1,200
 €950 - 1,400

15^{AR}
Carlo Facchinetti (Italian, 1870-1951)
 First steps
 signed and inscribed 'C Facchinetti Firenzi' (lower right)
 oil on canvas
 69.5 x 81cm (27 3/8 x 31 7/8in).
 £2,000 - 3,000
 €2,400 - 3,500



15

16
Continental School, 19th Century
 The amorous cavalier
 signed with monogram 'JH' (lower right)
 oil on panel
 41.5 x 51cm (16 5/16 x 20 1/16in).
 £800 - 1,000
 €950 - 1,200



16





18



19

17^w

Albert de Keyser (Belgian, 1829-1890)

Portrait of a lady with a fan

oil on canvas

152 x 102cm (59 13/16 x 40 3/16in).

£4,000 - 6,000

€4,700 - 7,100

18

Georg Hans Buttner (German, 1850-1891)

A chat by the wayside; A rest by the wayside, a pair
both signed, inscribed and dated 'HBüttner 1876 München'
(one lower left, the other lower right)

oil on panel

each 16 x 25cm (6 1/4 x 9 7/8in).(2)

£2,000 - 3,000

€2,400 - 3,500

19

Julie Noel (19th Century)

St Jacques de Compostelle and a woman

signed 'JULIE NOEL' (lower right)

oil on canvas

69 x 87cm (27 3/16 x 34 1/4in).

£1,000 - 1,500

€1,200 - 1,800



20



21

20
Georges Jeannin (French, 1841-1925)
Still life of roses and fruit
signed and dated 'G. Jeannin. 1911.' (lower left)
oil on canvas
50 x 61cm (19 11/16 x 24in).
£2,000 - 3,000
€2,400 - 3,500

21
Charles Gilbert-Martin (French, 1839-1905)
Still life of flowers
signed 'Gilbert-Martin' (lower right)
oil on panel
37 x 46.5cm (14 9/16 x 18 5/16in).
£800 - 1,200
€950 - 1,400



22

22
Adolf Blankenburg (German, 1830-1870)
 Still life of flowers on a marble ledge
 signed and dated 'ABlankenburg/1866' (lower left)
 oil on canvas
 32 x 26.5cm (12 5/8 x 10 7/16in).
 £1,000 - 1,500
 €1,200 - 1,800



23

23
Thomas Holland (British, 1795-1865)
 Still life of flowers, a pair
 signed 'Tho Holland' (one lower right, the other lower left)
 watercolour with traces of pencil
 each 55 x 44cm (21 5/8 x 17 5/16in).(2)
 £1,000 - 1,500
 €1,200 - 1,800

24
British School, late 19th Century
 A collection of botanical studies
 seven framed, the rest unframed and in three albums
 most signed with monogram, inscribed and dated
 watercolours
 largest 35 x 24.5cm (13 3/4 x 9 5/8in).
 together with a 19th Century album of drawings by a different hand,
 (Qty).
 £2,000 - 3,000
 €2,400 - 3,500



24



25

Jean-Antoine Linck (Swiss, 1766-1843)

A rustic family; Peasants by a woodman's cottage, a pair
both signed 'J.Ant. Linck' (one lower left, the other lower right)

watercolour and gouache
each 16 x 23cm (6 5/16 x 9 1/16in). (2)

£1,500 - 2,000

€1,800 - 2,400



26
Alexandre Paul Joseph Veron (Paris 1773-1838)
Blind Man's Buff; Fête Champêtre, a pair
oil on panel
each 25 x 34.5cm (9 7/8 x 13 5/8in). (2)
£2,000 - 3,000
€2,400 - 3,500



27



28

27^w

Attributed to Frans de Geffels (Antwerp 1610-1680 Mantua)

Elegant figures merrymaking in an interior

oil on canvas

84.9 x 120.5cm (33 7/16 x 47 7/16in).

£1,000 - 2,000

€1,200 - 2,400

28

Attributed to Jan Baptist Wolfaerts (Antwerp 1625-circa 1687)

Shepherdesses tending their flocks

bears signature 'A.Cuyt' (lower left)

oil on panel

60 x 50.5cm (23 5/8 x 19 7/8in).

£1,800 - 2,500

€2,100 - 3,000

PROVENANCE:

Sir Charles Lock Eastlake (according to a label on the reverse)

EXHIBITED:

London, Royal Academy Exhibition, 1895 (according to a label on the reverse)



29

29

Pieter Jacobsz. Codde (Amsterdam 1599-1678)

Figures merrymaking in a guardroom interior

oil on panel

37.1 x 70.5cm (14 5/8 x 27 3/4in).

£3,000 - 5,000

€3,500 - 5,900

PROVENANCE:

Sale, Fievez, Brussels, 8 April 1930, lot 38

Sale, Hôtel Drouot, Paris, 17 June 1931, lot 22

Sale, Phillip's, London, 11 December 2001, lot 23



30



32



31

30

Florentine School, 16th Century

Saint Bernardino of Siena

bears inscription 'Fra. Bartolommeo di S Marco./ confrontato alle Belle Arte di Firenze/ il di 19 April 1843' (on the reverse)

oil on panel

41.5 x 32.7cm (16 5/16 x 12 7/8in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

Acquired by William Drury Lowe of Locko Park on one of the occasions when he visited Italy with his wife between 1839 and 1865 and thence by descent to the present owner

31

Circle of Charles Jervas (Irish, circa 1675-1739)

Portrait of a seated cleric

oil on canvas, unframed

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

£800 - 1,200

€950 - 1,400

32

Genoese School, 17th Century

A woman carrying a basket on her head

oil on canvas

76 x 58cm (29 15/16 x 22 13/16in).

£1,200 - 1,800

€1,400 - 2,100



33

33
Circle of Frans Ykens (Antwerp 1601-1693 Brussels)
 The Madonna and Child within a garland of fruit and flowers
 oil on canvas
 68 x 53cm (26 3/4 x 20 7/8in).
 £1,200 - 1,800
 €1,400 - 2,100

The central figures are possibly by a different hand.



34

34
German School, circa 1700
 Saint Matthew
 oil on canvas
 65 x 51cm (25 9/16 x 20 1/16in).
 £1,000 - 1,500
 €1,200 - 1,800



35

35
Follower of Lelio Orsi da Novellara (Novellara 1511-1587)
 The Adoration of the Shepherds
 oil on panel, unframed
 39.8 x 29.cm (15 11/16 x 11 7/16in).
 £1,200 - 1,800
 €1,400 - 2,100



36



37

36

Circle of Jan Josefsz. van Goyen (Leiden 1596-1656 The Hague)

Two travellers and a dog resting outside a village

black chalk on paper, unframed

12.6 x 21.5cm (4 15/16 x 8 7/16in).

together with four other drawings by different hands, various sizes, all unframed. (5)

£1,500 - 2,000

€1,800 - 2,400

37

Follower of Federico Barocci (Urbino 1526 or circa 1535-1612)

Madonna del Popolo

inscribed 'Federico Baroccio' in pen and brown ink (on the mount, lower centre), numbered '235' (on the mount, upper right), and further inscribed 'Sketch for the painting in the Uffizi, known as the Madonna del Popolo, painted in 1579 for the Fraternita di Arezzo' (on the reverse)

black chalk on paper, unframed

20.1 x 14.4cm (7 15/16 x 5 11/16in).

together with four other drawings by different hands, various sizes, all unframed. (5)

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

Sir Joshua Reynolds (Frits Lugt 2364)



38



39

38

Circle of Jacob van Stry (Dordrecht 1756-1815)

Portrait of a gentleman on horseback, accompanied by a servant,

before a river landscape

oil on canvas

61.5 x 72cm (24 3/16 x 28 3/8in).

£1,000 - 1,500

€1,200 - 1,800

The figure group in the present painting is derived, with differences, from Cuyp's original 'Portrait of Pieter De Roovere', now in the The Royal Picture Gallery Mauritshuis, the Hague.

39

After Philips Wouwerman, 18th Century

An army camp; An army camp with a figure playing the bugle, a pair

oil on copper

each 22.5 x 32cm (8 7/8 x 12 5/8in). (2)

£1,500 - 2,500

€1,800 - 3,000

The present pair of paintings are after works by Phillips Wouwerman, the former is a copy of the original now in the Hermitage, Saint Petersburg; the latter is a copy in reverse of the original, now in the Rijksmuseum, Netherlands.



40



41



42

40

Follower of Luca Carlevarijs (Udine 1663-1730 Venice)

The Piazza San Marco with the Campanile, Venice

oil on canvas

55.4 x 71.7cm (21 13/16 x 28 1/4in).

£1,500 - 2,000

€1,800 - 2,400

41

Italian School, 18th Century

A classical landscape

oil on canvas

40 x 50cm (15 3/4 x 19 11/16in).

£1,000 - 1,500

€1,200 - 1,800

42

Follower of Aelbert Cuyp (Dordrecht 1620-1691)

A shepherd with a cow, sheep and goat before an open

landscape

oil on panel

24 x 34cm (9 7/16 x 13 3/8in).

£600 - 800

€710 - 950



43



44

43
 Circle of Jacob Bouttats (active Antwerp, 1700)
 Adam and Eve in the Garden of Eden
 oil on canvas
 51 x 61.5cm (20 1/16 x 24 3/16in).
 £1,500 - 2,000
 €1,800 - 2,400

44
 After Domenico Robusti, called il Tintoretto, 18th Century
 Esther before Ahasuerus
 oil on canvas, unframed
 42.5 x 57cm (16 3/4 x 22 7/16in).
 £1,000 - 1,500
 €1,200 - 1,800

The present composition is after Tintoretto's original, now in The Royal Collection, UK



45

45

Willem Jacobus Boogaard (Dutch, 1842-1887)

Horses in a stable

signed 'W. J. Boogaard' (lower left); also signed and inscribed (on the reverse)

oil on panel

27 x 38.5cm (10 5/8 x 15 3/16in).

£1,500 - 2,000

€1,800 - 2,400

46

Willem Jacobus Boogaard (Dutch, 1842-1887)

Feeding the horses

signed 'W.J.Boogaard' (lower right), further signed and inscribed 'Je soussigné declare/avoir peint ce tableau/W.J.Boogaard' (on the reverse)

oil on panel

27.5 x 40cm (10 13/16 x 15 3/4in).

£800 - 1,200

€950 - 1,400



46

47

Charles Émile Jacque (French, 1813-1894)

Chickens in a barn

signed and dated 'Ch.Jacque 66' (lower left)

oil on canvas

21 x 39cm (8 1/4 x 15 3/8in).

£1,000 - 1,500

€1,200 - 1,800

48

Albert Emil Kirchner (German, 1813-1885)

View of a church

signed and inscribed 'AE Kirchner Munchen' (lower left)

oil on panel

66 x 77cm (26 x 30 5/16in).

£2,500 - 3,500

€3,000 - 4,100



47



48

49

Jan Hendrik Verheijen (Dutch, 1778-1846)

A view in Utrecht

signed and inscribed 'Gedeelte van het
St. Catharijne Singel/en de Waard over de
SchutSluijs/buijten Utrecht/J H Verheijen'
(on the reverse)

watercolour

33.5 x 31cm (13 3/16 x 12 3/16in).

£800 - 1,200

€950 - 1,400

PROVENANCE:

with Frost & Reed, London



49



50



51

50'
Hubert Thornley (British, 1858-1898)
Fishing boats in a harbour
signed 'HTHORNLEY' (lower right)
oil on panel
25 x 20cm (9 13/16 x 7 7/8in).
£1,000 - 1,500
€1,200 - 1,800

51'
English School, 18th Century
A fisherman on the seashore
oil on panel
29.5 x 27.2cm (11 5/8 x 10 11/16in).
£1,000 - 1,500
€1,200 - 1,800



52

52
Follower of Peter Monamy (London 1681-1749)
Becalmed shipping and tenders
oil on canvas
33 x 52.5cm (13 x 20 11/16in).
£800 - 1,200
€950 - 1,400

53
Follower of Peter Monamy (London 1681-1749)
Barge at a jetty
oil on panel
36 x 31.3cm (14 3/16 x 12 5/16in).
£1,000 - 1,500
€1,200 - 1,800



53



55



56

54
No lot

55
Peter De Wint, OWS (British, 1784-1849)
The salmon stream
watercolour with scratching out
30.5 x 39cm (12 x 15 3/8in).
£1,000 - 1,500
€1,200 - 1,800

PROVENANCE:
Mr C. Pepys and thence by descent
Sale, Sotheby Parke Bernet & Co, London, *Eighteenth and Nineteenth
Century British Watercolours and Drawings*, 11 November 1982, Lot
124, by order of the Executors of the late Col. C.Pepys
Private collection

56
Edmund George Warren (British, 1834-1909)
Figures above a valley
signed and dated 'Edmund G. Warren 1877' (lower right)
watercolour with scratching out
56 x 95cm (22 1/16 x 37 3/8in).
£1,000 - 1,500
€1,200 - 1,800



57

57

Edward Lear (British, 1812-1888)

El Karnak

inscribed and dated 'El Karnak/Febr.15.1854/ 5.P.M.' (lower left) and annotated throughout

pencil and watercolour

15.5 x 50cm (6 1/8 x 19 3/4in).

£4,000 - 6,000

€4,700 - 7,100

PROVENANCE:

From the private collection of Sir Eric Maclagan, former director of the Victoria and Albert Museum

Thence by descent to the present owner



58



60



59

58

James Shaw Crompton (British, 1853-1916)

Welcome home

signed 'J Shaw Crompton' (lower left),

watercolour heightened with white

78 x 56.5cm (30 11/16 x 22 1/4in).

£1,000 - 1,500

€1,200 - 1,800

59^{AR}

John Cyril Harrison (British, 1898-1985)

Golden Eagles Sunning

signed 'J. C. Harrison' (lower right)

watercolour over traces of pencil heightened with touches of white

58.5 x 43cm (23 1/16 x 16 15/16in).

£1,000 - 1,500

€1,200 - 1,800

60

Elizabeth Butler (British, 1846-1933)

Portrait of a Lieutenant of the Hussars

signed with initials and dated 'ET 84' (lower left)

pencil and watercolour

39 x 30cm (15 3/8 x 11 13/16in).

£1,000 - 1,500

€1,200 - 1,800



61

John Guille Millais (British, 1865-1931)

Man 'll goa fer swoile when gold wort drag un
signed and dated 'JGMillais 1907' (lower left)

watercolour with bodycolour

31.5 x 58cm (12 3/8 x 22 13/16in).

£1,000 - 1,500

€1,200 - 1,800

John Guille Millais was the son of Pre-Raphaelite artist, Sir John Everett Millais and is most renowned for his natural history subjects and ornithological studies with fellow artist, Archibald Thorburn. Not only was Millais an artist and illustrator, like his father, but also an author. He spent the majority of his life travelling the world recording what he saw in his artwork and illustrated books.

The present painting is an illustration of seal hunting from his travelogue: Newfoundland and its untrodden ways, 1907. It was the culmination of his exploration of Canada and Newfoundland and has become known as one of the most celebrated books on wildlife and hunting.



62



63



64

62

Kate Greenaway (British, 1846-1901)

Children dancing

signed with initials 'KG' (lower left), inscribed
'With kind regards and best wishes/Kate
Greenaway' (on separate sheet within mount)
pen and ink and watercolour with pencil
framing lines

8 x 18.5cm (3 1/8 x 7 5/16in).

£800 - 1,200

€950 - 1,400

63

Charles Robinson (British, 1870-1937)

Dream scene of a dance

signed 'Charles Robinson' (lower left)
pencil and watercolour

44.5 x 65.5cm (17 1/2 x 25 13/16in).

£1,000 - 1,500

€1,200 - 1,800

64

William Henry Hunt, OWS (British, 1790-1864)

Still life of plums and redcurrants

signed and dated 'W.Hunt/1840' (lower right)
watercolour heightened with bodycolour

27 x 37cm (10 5/8 x 14 9/16in).

£800 - 1,200

€950 - 1,400



65

65
Henry James Johnstone (British, 1835-1907)
Springtime
signed 'J.H.Johnstone' (lower right)
watercolour
47.5 x 36.5cm (18 11/16 x 14 3/8in).
£2,000 - 3,000
€2,400 - 3,500



66

66
Frederick Goodall, RA (British, 1822-1904)
Flower girls
signed with monogram and dated '1868' (lower left)
watercolour
59 x 44.5cm (23 1/4 x 17 1/2in).
£1,000 - 1,500
€1,200 - 1,800



67



69



68

67

British School, 19th Century
 Portrait of two girls and their dog
 oil on canvas
 56 x 46.5cm (22 1/16 x 18 5/16in).
 £800 - 1,200
 €950 - 1,400

68

Thomas Brooks (British, 1818-1891)
 Story time
 signed and dated 'T.Brooks/1860' (lower left)
 oil on canvas
 92 x 72cm (36 1/4 x 28 3/8in).
 £2,000 - 3,000
 €2,400 - 3,500

69

K. J. Finlay (British, active 1855-1873)
 Portrait of a lady, believed to be Julia Meiklam
 indistinctly inscribed on old label (attached to stretcher, on the reverse)
 oil on canvas
 92 x 64cm (36 1/4 x 25 3/16in).
 £800 - 1,200
 €950 - 1,400

Julia Meiklam was the daughter of John and Mary Meiklam (nee Lees, daughter of Reverend Sir Harcourt Lees) of Gladswood, Berkshire.



70
George Percy R. E. Jacomb-Hood (British, 1857-1929)
Mrs Walter Frith
signed and dated 'GP Jacomb-Hood 1904' (lower right)
oil on canvas
123 x 78cm (48 7/16 x 30 11/16in)
£5,000 - 7,000
€5,900 - 8,300

EXHIBITED:
London, The New Gallery, *Summer Exhibition*, 1905, no.66.

The present sitter was the wife of the playwright and barrister Walter Frith, and daughter-in-law of the artist, William Powell Frith R.A.

'I have a charming letter from Frith, R.A., apropos of a portrait of his daughter-in-law, Walter's wife, which I had painted and which was being exhibited in the New Gallery; after congratulating me on the result, he was sorry to say he could find little else either in painting or sculpture that gave him much satisfaction in the exhibition.' (G.P. Jacomb-Hood, *With Brush and Pencil*, London, 1925, p.315.).



71
Harry Baldry (British, active 1887-1890)
Lovers by the brook; Lovers by the gate, a pair
both signed 'HBALDRY' (one lower left, the other lower right)
oil on canvas
each 76.5 x 35.5cm (30 1/8 x 14in). (2)
£1,000 - 1,500
€1,200 - 1,800



72

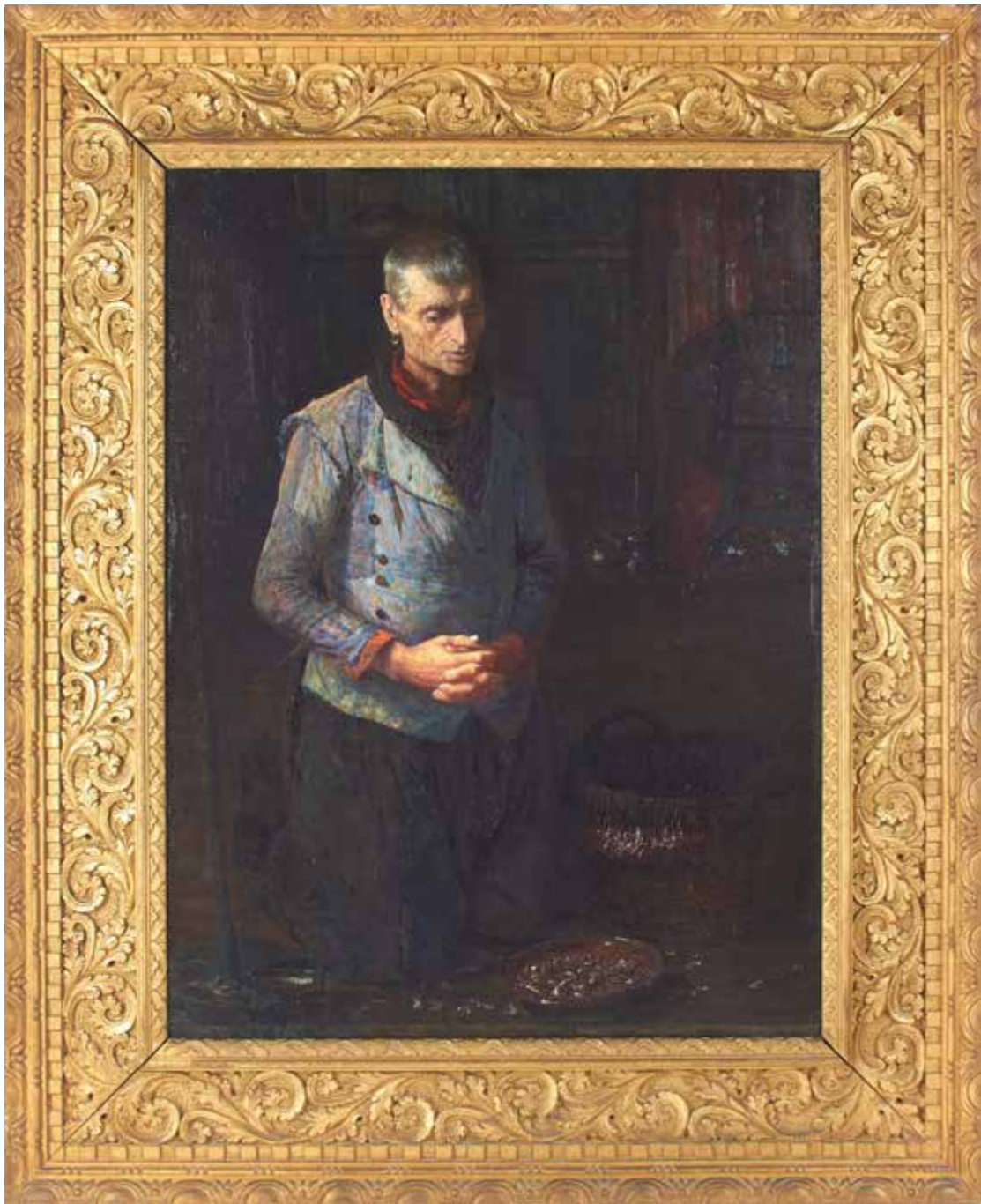


73

72
 Joseph Ratcliffe Skelton (British, active 1888-1927)
 'A Forgotten Author'
 signed and dated 'JOS^{PH} SKELTON.90' (lower left), also signed and
 inscribed (on the reverse)
 oil on panel
 20.5 x 31cm (8 1/16 x 12 3/16in).
 £1,000 - 1,500
 €1,200 - 1,800

73
 George Edward Robertson (British, 1864-1920)
 Maiden on a beach
 signed 'G.E.Robertson' (lower right)
 oil on canvas
 44.3 x 70cm (17 7/16 x 27 9/16in).
 £1,200 - 1,800
 €1,400 - 2,100

EXHIBITED:
 London, Royal Academy, 1891, no.877.



74

74^w

George Sherwood Hunter, RBA (British, 1850-1919)
'The Angelus, Volendam, North Holland'
signed 'G. Sherwood Hunter' (lower right), signed and inscribed (on
stretcher, on the reverse) and also inscribed with title on artist's label
(attached to the stretcher, on the reverse)
oil on canvas
104 x 79.5cm (40 15/16 x 31 5/16in).
£3,000 - 5,000
€3,500 - 5,900

EXHIBITED:
Rome, *International Fine Arts Exhibition*, 1911, no.219.

75

Anthony Frederick Augustus Sandys (British, 1832-1904)
Portrait of a man
signed with monogram (lower right)
pencil and chalks
47 x 37cm (18 1/2 x 14 9/16in).
£1,000 - 1,500
€1,200 - 1,800

PROVENANCE:
with The Maas Gallery, London



75



76

76

Walter John Knewstub (British, 1831-1906)

Portrait of a girl, believed to be Alice Knewstub

signed with monogram (lower left)

watercolour and gouache heightened with gum arabic

18.3 x 16.5cm (7 3/16 x 6 1/2in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

with Peter Nahum LTD, London

Walter Holmes Knewstub was a genre painter and watercolourist, but primarily known as D.G. Rossetti's first studio assistant. He began his career at the Royal Academy School but was so inspired by Rossetti's teaching at the Working Men's College that he left to become his pupil and assistant in 1863. It is significant for this portrait that it was at this time that Rossetti, Millais, and Ford Madox Brown were creating a fashion for small scale works of heads of women and children.

Knewstub's involvement with the Pre-Raphaelites continued when he married one of Rossetti's acclaimed Pre-Raphaelite 'stunners', Emily Knewstub. Their daughter Alice – the suggested sitter in this portrait – evidently inherited this 'stunners' charm and went on to marry artist W. Rothenstein.

77

John Harris Valda (circa 1848-circa 1881)

Head study of a muse

oil on canvas, framed as oval

60.5 x 52cm (23 13/16 x 20 1/2in).

£800 - 1,200

€950 - 1,400



77



78



79

78
Marian Chase (British, 1844-1905)
 An afternoon nap
 signed 'Marian Chase' (lower right)
 watercolour
 46.5 x 65.5cm (18 5/16 x 25 13/16in).
 £1,000 - 1,500
 €1,200 - 1,800

79
John Arthur Lomax (British, 1857-1923)
 The puritans wooing
 signed 'JOHN A. LOMAX' (lower right)
 oil on panel
 25.5 x 35.5cm (10 1/16 x 14in).
 £800 - 1,200
 €950 - 1,400

PROVENANCE:
 with Rayner MacConnal, London



80

Henry John Yeend King (British, 1855-1924)

Lost in thought

signed 'YEEND KING' (lower right)

oil on canvas

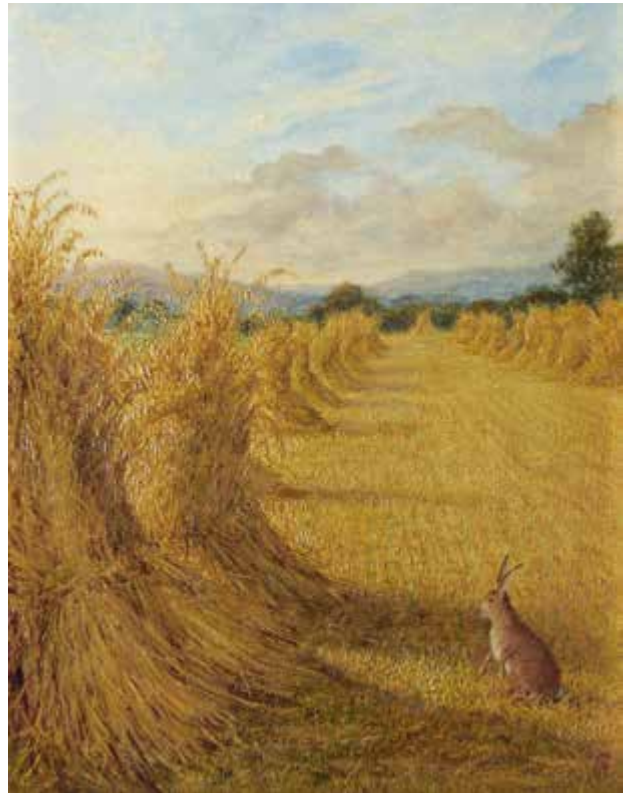
76.5 x 61.3cm (30 1/8 x 24 1/8in).

£2,000 - 3,000

€2,400 - 3,500



81



83



82

81
John Brandon Smith (British, 1848-1884)
 Waterfall
 signed and dated 'JB Smith/1876' (lower left)
 oil on canvas
 31 x 26cm (12 3/16 x 10 1/4in).
 £800 - 1,200
 €950 - 1,400

82
Charles Henry Passey (British, active 1870-1885)
 Cornfield in Shere, Surrey
 signed 'Charles H. Passey' (lower right), further signed and inscribed
 (on the reverse)
 oil on canvas
 91.5 x 71cm (36 x 27 15/16in).
 £800 - 1,200
 €950 - 1,400

83
William Gale (British, 1823-1909)
 Harvest Time
 signed with monogram 'WG' (lower right), signed and inscribed with the
 artist's address (on the reverse)
 oil on board
 22 x 16.5cm (8 11/16 x 6 1/2in).
 £2,000 - 3,000
 €2,400 - 3,500



84

84

Robert Gallon (British, 1845-1925)

On the Lledr, North Wales

signed 'R.Gallon' (lower right)

oil on canvas

61 x 102cm (24 x 40 3/16in).

£1,000 - 1,500

€1,200 - 1,800

85

Walter Wallor Caffyn (British, 1845-1898)

Bracken gathering

signed and dated 'WW Caffyn 1887'

(lower right)

oil on canvas

60.5 x 92cm (23 13/16 x 36 1/4in).

£2,000 - 3,000

€2,400 - 3,500

PROVENANCE:

with MacConnal-Mason, London



85

86

Joseph Thors (British, circa 1843-1898)

Crossing the ford

signed 'J Thors' (lower centre)

oil on canvas

61 x 91cm (24 x 35 13/16in).

£800 - 1,200

€950 - 1,400

PROVENANCE:

with Frost & Reed, 30 June 1969

with Stacy Marks, 7 November 1969

with Stacy Marks, 7 July 1994



86



87



88



89

87

Frederick Lee Bridell (British, 1831-1863)

A view of Königsee near Munich
signed, inscribed and dated 'F.L. Bridell in
Munich 1852' (lower right)

oil on canvas

48.5 x 79cm (19 1/8 x 31 1/8in).

£2,000 - 3,000

€2,400 - 3,500

88

Alfred Vickers Snr. (British, 1786-1868)

Landscape with cattle watering
signed and dated 'AVickers 1846' (lower left)

oil on canvas

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

£800 - 1,200

€950 - 1,400

89

J G Moyle (19th Century)

Redhill from the Common
signed, dated and inscribed 'From the
Common/'

Red-Hill/J.G.Moyle June/1892' (lower left)

oil on canvas

61 x 92cm (24 x 36 1/4in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

with MacConnal-Mason, London



90

Alfred de Bréanski Snr. (British, 1852-1928)

The foot of Brander Pass

signed 'Alfred.de Breanski' (lower left), signed and inscribed

'The foot of Brander Pass/Alfred.de Breanski Sen'' (on the reverse)

oil on canvas

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

£10,000 - 15,000

€12,000 - 18,000



91



92

91^w

Louis-Auguste Auguin (French, 1824-1904)

Mer dechaînée

bears a signature 'G.Courbet' (lower right)

oil on canvas

103 x 155.5cm (40 9/16 x 61 1/4in).

£1,500 - 2,000

€1,800 - 2,400

We are grateful to Jean-Jacques Fernier for confirming the attribution to Louis-Augustin Auguin after a first-hand inspection.

This work will be included in Volume III of the *Catalogue Raisonné Critique par Thèmes of The Work of Gustave Courbet and his Collaborators* to be published by the Fondation Wildenstein as:

Louis-Augustin Auguin (1824-1903) circa 1862-63

Painted under the active influence of Gustave Courbet when staying with him at Port Bertheau in Saintonge.

92^{*}

Cherubino Pata (Swiss, 1827-1899)

Paysage montagnaux

oil on canvas

37.5 x 60.5cm (14 3/4 x 23 13/16in).

£1,000 - 1,500

€1,200 - 1,800

We are grateful to Jean-Jacques Fernier for confirming the attribution to Cherubino Pata after a first-hand inspection.

This work will be included in Volume III of the *Catalogue Raisonné Critique par Thèmes of The Work of Gustave Courbet and his Collaborators* to be published by the Fondation Wildenstein as:

Collaborative work by Cherubino Pata, c. 1875-77, enlivened, perhaps, by a few marks by Gustave Courbet himself.



93

93
 Antoine Emile Plassan (French, 1817-1903)
 'La Porte St Jacques à Parthenay'
 signed 'Plassan' (lower left) and inscribed with
 title (on the reverse)
 oil on panel
 21.5 x 33.5cm (8 7/16 x 13 3/16in).
 £1,000 - 2,000
 €1,200 - 2,400



94

94
 Paul Emmanuel Peraire (French, 1829-1893)
 River landscape
 signed 'P. Péraire' (lower left)
 oil on panel
 26.5 x 52cm (10 7/16 x 20 1/2in).
 £1,000 - 1,500
 €1,200 - 1,800

95^w
 Isidoor Verheyden (Belgian, 1846-1905)
 Grazing in spring
 signed 'IS Verheyden' (lower left)
 oil on canvas
 97 x 158.5cm (38 3/16 x 62 3/8in).
 £2,500 - 3,500
 €3,000 - 4,100



95



96



97

96
J.J.Maes (Dutch, 19th Century)
Winter landscape
signed 'J.J.Maes' (lower right)
oil on panel
47 x 69cm (18 1/2 x 27 3/16in).
£1,500 - 2,000
€1,800 - 2,400

97
Emile-Adelard Breton (French, 1831-1902)
A winter sunset
signed and dated 'Emile Breton/1879' (lower right)
oil on canvas
48.5 x 65cm (19 1/8 x 25 9/16in).
£800 - 1,200
€950 - 1,400



98

Louis Apol (Dutch, 1850-1936)

River landscape in winter

signed 'Louis Apol' (lower right)

oil on panel

26.5 x 40.5cm (10 7/16 x 15 15/16in).

£4,000 - 6,000

€4,700 - 7,100



99



99



100

99

Henry Bernard Chalon (British, 1770-1849)

A favourite Pug bitch; A Pug dog, a pair
one signed and dated 'H.B.Chalon pinxt/1802'
(lower right)

oil on canvas

each 51 x 60cm (20 x 23 5/8in). (2)

£4,000 - 6,000

€4,700 - 7,100

100

William Huggins (British, 1820-1884)

Tortoiseshell cats

oil on panel

36.5 x 47.5cm (14 3/8 x 18 11/16in).

£2,000 - 3,000

€2,400 - 3,500



101

101

Ettore Simonetti (Italian, 1857-1909)

A courtyard scene

signed, inscribed and dated 'Ettore Simonetti/Roma 88' (lower left)

watercolour

22 x 31cm (8 11/16 x 12 3/16in).

£1,000 - 1,500

€1,200 - 1,800

102

Frans Wilhelm Odelmark (Swedish, 1849-1937)

'Gate i Kairo'

signed and inscribed 'Gate i Kairo/F.W Odelmark' (lower right)

oil on canvas

66 x 48cm (26 x 18 7/8in).

£1,000 - 1,500

€1,200 - 1,800



102



103



104

103
James Ward, RA (British, 1769-1859)
The old workhorse
signed with monogram (centre right)
oil on canvas
36 x 46cm (14 3/16 x 18 1/8in).
£2,000 - 3,000
€2,400 - 3,500

104
British School, early 20th Century
Ploughing the field
oil on canvas
72.5 x 82cm (28 9/16 x 32 5/16in).
£1,000 - 1,500
€1,200 - 1,800



105



106

105
 Alfred de Bréanski Snr. (British, 1852-1928)
 Duncraggan, Perthshire
 signed 'Alfred de Bréanski' (lower right) and bears inscription
 "'Duncraggan" Perthshire/Alfred De Breanski RBA' (on the reverse)
 oil on canvas
 61 x 91.5cm (24 x 36in).
 £2,000 - 3,000
 €2,400 - 3,500

106^w
 English School, late 19th Century
 A Highland flock
 bears a signature (lower left)
 oil on canvas
 77 x 127.5cm (30 1/4 x 50 1/4in).
 £1,000 - 1,200
 €1,200 - 1,400



107



109



108

107
Willem Maris (Dutch, 1844-1910)
 Milking time
 signed 'Willem Maris' (lower left)
 oil on board
 38.5 x 31.5cm (15 3/16 x 12 3/8in).
 £1,200 - 1,800
 €1,400 - 2,100

108
Harry Fidler (British, 1856-1935)
 Homeward
 signed 'H Fidler' (lower left)
 oil on canvas
 77 x 77cm (30 5/16 x 30 5/16in).
 £1,000 - 1,500
 €1,200 - 1,800

PROVENANCE:
 Purchased William Yeo, Plaitford House Gallery, SO5 0EH, Jan. 1979

109^w
Lilian Cheviot (British, active 1894-1930)
 Morning in the Highlands
 signed 'Lilian Cheviot' (lower right) and bears inscription on old label
 (attached to stretcher, on the reverse)
 oil on canvas
 127.5 x 102cm (50 3/16 x 40 3/16in).
 £2,000 - 3,000
 €2,400 - 3,500



110



111

110
Thomas Tayler Ireland (British, active 1894-1921)
 Summer pastoral
 signed and dated 'TIRELAND-1890-91-' (lower right)
 oil on canvas
 49.5 x 67cm (19 1/2 x 26 3/8in).
 £2,000 - 3,000
 €2,400 - 3,500

111
James Hayllar, RBA (British, 1829-1920)
 Afternoon by the lake
 signed and dated 'J. Hayllar/1870' (lower right)
 oil on canvas
 45.5 x 91cm (18 x 35 7/8in).
 £1,000 - 1,500
 €1,200 - 1,800



112



113



114

112

Jacob Eduard van Beest Heemskerk
(Dutch, 1828-1894)

Shipping on the Zuiderzee
signed 'E van Heemskerk Beest' (lower right)
oil on panel

42 x 75.5cm (16 9/16 x 29 3/4in).

£2,000 - 3,000

€2,400 - 3,500

113

William Raymond Dommersen
(Dutch, 1850-1927)

Dutch estuary landscapes, a pair
both signed 'W.Dommersen' (lower right)
oil on canvas

each 30 x 40.5cm (11 13/16 x 15 15/16in).(2)

£1,000 - 1,500

€1,200 - 1,800

114

William Raymond Dommersen
(Dutch, 1850-1927)

The Thames at Windsor
indistinctly signed and dated 'W.
Dommersen/18..' (lower left)
oil on canvas

51 x 81.5cm (20 x 32in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

with W. H. Patterson, London



115



116

115
Charles Leickert (Dutch, 1816-1907)
 Figures along a canal
 signed and dated 'C Leickert 41' (lower left)
 oil on canvas
 30 x 46cm (11 13/16 x 18 1/8in).
 £2,500 - 3,500
 €3,000 - 4,100

116
Elias Pieter van Bommel (Dutch, 1819-1890)
 The village of Overschie near Rotterdam; Winter landscape in the
 surroundings of Amsterdam, a pair
 both signed 'Pv Bommel' (lower left) and both signed, inscribed and
 dated 'Nov 1882' (on label, on the reverse)
 oil on panel
 each 15 x 20.5cm (5 7/8 x 8 1/16in).(2)
 £1,000 - 1,500
 €1,200 - 1,800



117



118



119

117
French School, 19th/20th Century
View of Le Treport
indistinctly signed (lower right)
oil on canvas
66 x 92cm (26 x 36 1/4in).
£1,000 - 1,500
€1,200 - 1,800

118^w
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).
£1,000 - 1,500
€1,200 - 1,800

119
Auguste Henri Musin (Belgian, 1852-1920)
Boats in a harbour
signed and dated 'Auguste Musin 94' (lower
left)
oil on canvas
40 x 65cm (15 3/4 x 25 9/16in).
£1,000 - 1,500
€1,200 - 1,800



120^{AR}

Louis Marie Désiré-Lucas (French, 1869-1949)

Shipping at dusk

signed 'Désiré Lucas' (lower left)

oil on canvas

40.5 x 25.5cm (15 15/16 x 10 1/16in).

£2,000 - 3,000

€2,400 - 3,500



121



122

121
William Callow, RWS (British, 1812-1908)
A view across Portsmouth Harbour from the foreshore,
with hulks close-in and working boats beyond
signed 'W. Callow' (lower right)
pencil and watercolour heightened with white
17.7 x 26.2cm (6 15/16 x 10 5/16in).
£1,500 - 2,000
€1,800 - 2,400

122
Jessie M. Hilson (Jersey, active 1890-1900)
Corbiere Lighthouse, Jersey
signed 'J.M. Hilson' (lower left)
watercolour
48.5 x 76.5cm (19 1/8 x 30 1/8in).
£800 - 1,200
€950 - 1,400

123^w

Gustave de Breanski (British, Circa 1856-1898)

Fishing boats in a harbour

signed 'GustavedeBreanski' (lower right)

oil on canvas

76 x 127cm (29 15/16 x 50in).

£1,000 - 1,500

€1,200 - 1,800

124

Arthur Joseph Meadows (British, 1843-1907)

'Smack Making Harbour in a Gale'

signed and dated 'ArthurJMeadows/1877'

(lower left), further signed and inscribed 'A smack making harbour in a gale/notes/She was making good way when her tiller got wrong/ crew saved, she broke up on the rocks/Arthur J Meadows' (on old label attached to stretcher verso)

oil on canvas

35 x 61cm (13 3/4 x 24in).

£800 - 1,200

€950 - 1,400

PROVENANCE:

Sale, Sotheby's London, 5 September 1983, lot 5

125^r

James Francis Danby (British, 1816-1875)

St Brelade's Bay, Jersey

oil on canvas

25.5 x 42cm (10 1/16 x 16 9/16in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

Sale, Christie's London, 'A Valuable Collection of Modern Pictures and Watercolour Drawings', 12 April 1890, lot 88

with Cider House Galleries, Surrey

Private collection, UK



123



124



125



126

126
After Claude Gautherot, 19th Century
 Napoleon wounded at Ratisbonne April 23, 1809
 oil on canvas, unframed
85.5 x 101.5cm (33 11/16 x 39 15/16in).
£2,000 - 3,000
€2,400 - 3,500

The present composition is a copy of Claude Gautherot's original, now in the Musee Nationale du Chateau, Versailles.



127

127^{AR}
Frank Moss Bennett (British, 1874-1952)
 Cavaliers playing cards
 signed and dated 'FMBennett/MAR 1912' (lower right)
 oil on canvas
35 x 45cm (13 3/4 x 17 11/16in).
£2,000 - 2,500
€2,400 - 3,000

PROVENANCE:
 with W. H. Patterson, London



128

128^{AR}
Frank Moss Bennett (British, 1874-1952)
 The Swashbuckler
 signed and dated 'FMBennett1924' (lower left)
 oil on canvas
25.5 x 36cm (10 1/16 x 14 3/16in).
£1,000 - 1,500
€1,200 - 1,400



129

129

John Ferneley Jr. (British, 1815-1862)

Lieutenant Colonel Arthur Bentinck and the 7th Dragoon Guards in an interior

indistinctly signed (on the reverse)

oil on canvas

29 x 35.7cm (11 7/16 x 14 1/16in).

£1,500 - 2,000

€1,800 - 2,400

130

Ernest Crofts, RA (British, 1847-1911)

'Whitehall Jan 30 1649'

signed and dated 'E Crofts 1890' (lower right), signed and inscribed

'Whitehall Jan 30 1649/Ernest Crofts RA/The original finished study for the picture. Exhibited/in the Royal Academy 1890' (on artist's label, attached to stretcher on the reverse)

oil on canvas

56.5 x 43cm (22 1/4 x 16 15/16in).

£2,500 - 3,000

€3,000 - 3,500

This is a study of a picture by Ernest Crofts exhibited in the Royal Academy in 1890 no.216.

On the 30th January 1649 Charles I was executed in front of the Banqueting House in Whitehall as a result of his sentence for high treason.



130



131



133



132

131

August Andreas Jerndorff (Danish, 1846-1906)
 Actor Peter Jerndorff and his wife Amalie at the piano
 signed and dated 'A/Jern 1890' (lower left)
 oil on panel
 50 x 39cm (19 3/4 x 15 3/8in).
 £1,200 - 1,800
 €1,400 - 2,100

132

Continental School, 19th Century
 The young kitchen maid
 signed with initials and dated 'S.B._1877' (lower left)
 oil on canvas
 41 x 32.5cm (16 1/8 x 12 3/4in).
 £800 - 1,200
 €950 - 1,400

133

Theodor Schmidt (German, 1855-1937)
 Eine Postsendung
 signed, dated and inscribed 'Theodor Schmidt./Munchn 1886' (lower right)
 oil on panel, in original frame
 20 x 15cm (7 7/8 x 5 7/8in).
 £2,000 - 3,000
 €2,400 - 3,500

PROVENANCE:

Sale, Leo Spik, Berlin, 1954
 Private collection, Germany

EXHIBITED:

Munich, Secession, 1893.

LITERATURE:

Friedrich von Boetticher, *Malenwerke Des Neunzehnten Jahrhunderts*,
 Dresden, 1898, p.596, no.17.



134^w

Claude Calthrop (British, 1845-1893)

The Attempted Assassination of William the Silent, Prince of Orange
oil on canvas

91.5 x 152cm (36 x 59 7/8in).

£2,000 - 3,000

€2,400 - 3,500

EXHIBITED:

London, Royal Academy, 1879, no.516.

Glasgow, *International Exhibition of Science, Art and Industry*,
May-November 1888, no.401.

William I, Prince of Orange (1533–84) otherwise known as William the Silent, was a Dutch statesman and the principal leader of the Dutch independence. He led the revolt of the Netherlands against the Spanish, seeking more political power for the Dutch, and against Philip II's oppression of Protestants.

Philip II outlawed William in 1579 and offered a reward of 25,000 crowns for his assassination. Numerous unsuccessful attempts were made to kill the Prince by those who passionately believed he had betrayed Philip II and the Catholic religion.

However, the Catholic Frenchman, Balthasar Gérard, succeeded on 10th July 1583. Travelling from Burgundy, Gérard shrewdly gained access to the William's home in Delf (Holland) and fired three fatal shots at him in the dining room with a handgun. It is this climatic moment Calthrop has depicted in this painting.



135

135
Ettore Simonetti (Italian, 1857-1909)
 The flamenco dancer
 signed 'Ettore Simonetti' (lower right)
 watercolour heightened with gouache
 48 x 36cm (18 7/8 x 14 3/16in).
 £1,000 - 1,500
 €1,200 - 1,800

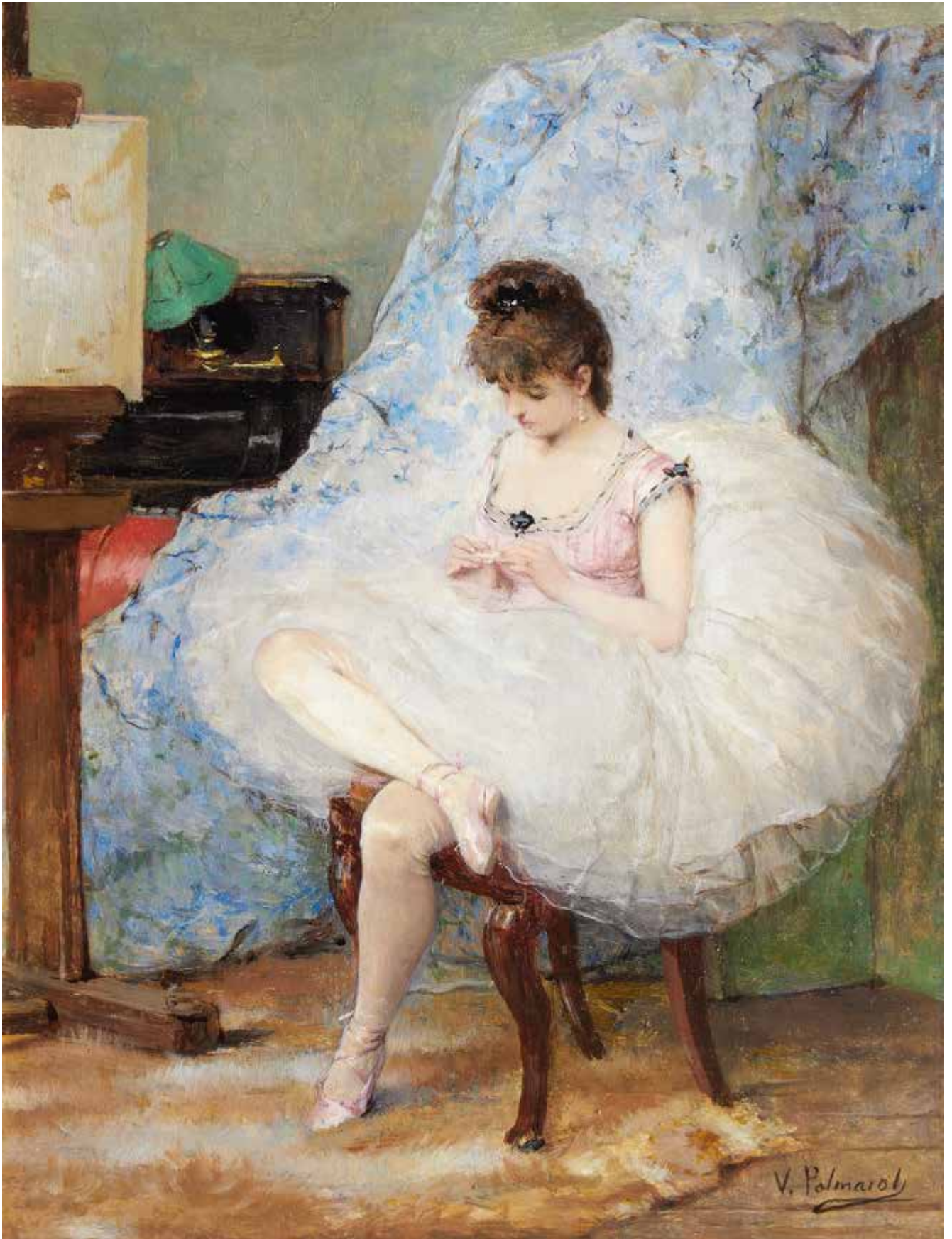


136

137
Vicente Palmaroli y Gonzales (Spanish, 1834-1896)
 The ballet dancer
 signed 'V. Palmaroli' (lower right)
 oil on panel
 23 x 17.5cm (9 1/16 x 6 7/8in).
 £3,000 - 4,000
 €3,500 - 4,700

PROVENANCE:
 with Williams & Son, London

136
Edouard Henri Théophile Pingret (French, 1788-1875)
 Susannah and the Elders
 signed 'Ed.Pingret' (lower right)
 pastel on paper laid to canvas
 73 x 59cm (28 3/4 x 23 1/4in).
 £800 - 1,200
 €950 - 1,400





138



140



139

138

After Charles Chaplin, late 19th Century

The soap bubbles

oil on canvas

100 x 80.5cm (39 3/8 x 31 11/16in).

£800 - 1,200

€950 - 1,400

139

Attributed to William Etty, RA (British, 1789-1849)

Study for Youth on the Prow

oil and traces of pencil on board laid to panel

60 x 30.5cm (23 5/8 x 12in).

£1,000 - 1,500

€1,200 - 1,800

This work is a detail after the painting titled 'Youth on the Prow, and Pleasure at the Helm' by William Etty, now in the collection of Tate Britain, London.

140^{AR}

Franz Xaver Wolf (Austrian, 1896-1990)

The letter

signed 'Franz X Wolf' (upper right)

oil on panel

33 x 27cm (13 x 10 5/8in).

£1,000 - 1,500

€1,200 - 1,800



141

141
Mark Senior (British, 1864-1927)
Lace makers
signed and inscribed with a dedication 'Senior/To D' Littlewood'
(lower right)
oil on canvas
46 x 50.8cm (18 1/8 x 20in).
£2,000 - 3,000
€2,400 - 3,500

142
Pietro Scoppetta (Italian, 1863-1920)
Portrait of a lady with red hat
signed, inscribed and dated 'P.Scoppetta/Paris/1900' (upper left)
oil on canvas laid to board
32 x 24cm (12 5/8 x 9 7/16in).
£1,000 - 1,500
€1,200 - 1,800



142



143



145



144

143

Continental School, 19th Century

Portrait of a lady in a white headscarf

indistinctly signed (lower right)

oil on panel, in a painted oval

27 x 23cm (10 5/8 x 9 1/16in).

£800 - 1,200

€950 - 1,400

144

Scottish School, (early 19th Century)

Portrait of a lady holding a hat

oil on canvas

79 x 64cm (31 1/8 x 25 3/16in).

£2,000 - 3,000

€2,400 - 3,500

145

Italian School, early 19th Century

Portrait of an Italian peasant girl

indistinctly signed, inscribed and dated 'ROMA 1820' (lower right)

oil on canvas

82 x 65.5cm (32 5/16 x 25 13/16in).

£800 - 1,200

€950 - 1,400



146

146^w

Anselm Feuerbach (German, 1829-1880)

The Lamentation of Christ

oil on canvas

93 x 179cm (36 5/8 x 70 1/2in).

£6,000 - 8,000

€7,100 - 9,500

PROVENANCE:

Believed to have been in the collection of the de Montmorency family, Castle Morres, Kilkenny with Kevin Coates, Dublin, where purchased by the present owner

The present work is a secondary version of, what the artist called, 'my sole most valuable work...' his 'Pieta' (1863), now in the Schack-Galerie, Munich.

When it was exhibited at the Munich International Art Exhibition in 1863, Eugène Muntz celebrated it in the *Gazette des Beaux-Arts*: 'The 'Pieta' 1863 is a Chef-d'œuvre... Christ, a figure ugly rather than beautiful is extended in a cavern; his mother is beside him, overwhelmed with her grief; behind her kneel three young women, sad but resigned. It is all! No accessories, no violent gestures, no ideas, but a sincerity which goes to the heart, and a sadness so natural and so deep that it touches one more than all the research of the pathetic...'



147



148

147

Alfred Pollentine (British, 1836-1890)

'S. Giorgio Maggiore, Venice'

signed and dated 'A Pollentine 82' (lower right), signed and titled
(on the reverse)

oil on canvas

29.5 x 51cm (11 5/8 x 20 1/16in).

£2,000 - 3,000

€2,400 - 3,500

148

James Salt (British, 1850-1903)

A Venetian capriccio

signed 'JSalt' (lower left)

oil on canvas

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

£800 - 1,200

€950 - 1,400



149



150

149
Myles Birket Foster, RWS (British, 1825-1899)
 View of the Doge's Palace, Venice
 signed with monogram (lower left)
 watercolour
 14.5 x 21cm (5 11/16 x 8 1/4in).
 £4,000 - 6,000
 €4,700 - 7,100

150
William Collingwood Smith, RWS (British, 1815-1887)
 The Bacino, Venice
 signed 'Collingwood Smith.' (lower left)
 watercolour and bodycolour
 28 x 51cm (11 x 20 1/16in).
 £2,000 - 3,000
 €2,400 - 3,500

PROVENANCE:
 with Tho^s Agnews & Sons L^{td}, London, no.31808
 Private collection, UK



151

Neapolitan School, 19th Century

A collection of views of the bay of Naples and Pompei
watercolours, unframed

smallest 7 x 10.5cm (2 3/4 x 4 1/8in) and largest 10 x 17cm (3 15/16 x 6 11/16in)
together with a hand-coloured print. (39)

£800 - 1,200

€950 - 1,400



152

Irish School, 19th Century

A view of Cork Harbour looking in from the sea towards Queenstown, with a diversity of commercial sail, including two brigs and two large cutters, plying their trade on the open water, and a shepherd tending his flock on the near shore

indistinctly signed 'Urvin' and dated 1828 (lower right)

oil on canvas

55.9 x 109.2cm (22 x 43in).

£3,000 - 5,000

€3,500 - 5,900

PROVENANCE:

Collection of Frederick York St Leger (1833-1901), Heywards Hill, Limerick

by descent to the current owner

Private collection, South Africa

Despite the slightly enigmatic distant blue shoreline (of westernmost Cornwall?) beyond the harbour entrance, this charming work more than adequately conveys the vast expanse of open yet sheltered water which has, for centuries, been a bustling centre of seaborne trade as well as a haven for shipping in adverse weather.

Presumably the artist was a local man and it is possible that 'Urvin' was a variation of Irvine.



153

153^{AR}
Samuel John Lamorna Birch, R.A., R.W.S., R.W.A. (British, 1869-1955)
Trees by a stream
signed and dated 'S J Lamorna Birch/1905' (lower left)
oil on canvas
35.8 x 25.5cm (14 1/8 x 10 1/16in).
£1,000 - 1,500
€1,200 - 1,800



154

154
William Kay Blacklock (British 1872-1924)
Wool stapler's yard, St. Ives
signed and dated 'W.KAY BLACKLOCK/20' (lower left) and inscribed
'With best wishes for/Christmas and the New Year/from Mr & Mrs
Blacklock/152 Fosse Rd South/Leicester/1920' (on old label, on the
reverse)
oil on board
36 x 31.3cm (14 3/16 x 12 5/16in).
£2,000 - 3,000
€2,400 - 3,500

PROVENANCE:
Sale, Christie's London, 28 November 1996, lot 37



155

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

'The Golden Doorway, Como'

signed 'Terrick Williams' (lower right), also signed and titled
(on the reverse)

oil on canvas

29.5 x 41cm (11 5/8 x 16 1/8in).

£5,000 - 7,000

€5,900 - 8,300



156



157

156
Frank Richards (British, 1863-1935)
 The mill pond
 signed 'Frank Richards' (lower right)
 oil on canvas
 46 x 61cm (18 1/8 x 24in).
 £2,000 - 3,000
 €2,400 - 3,500

157^{AR}
Attilio Pratella (Italian, 1856-1949)
 Looking across the harbour; A coastal town, a pair
 both signed 'A. Pratella' (one lower left, the other lower right)
 oil on panel
 each 11.5 x 19.5cm (4 1/2 x 7 11/16in).(2)
 £1,500 - 2,000
 €1,800 - 2,400

PROVENANCE:
 Sale, Bonhams, London, Fine 19th Century European Paintings,
 16 March 1995, lot 79
 Where purchased by the present owner



158

Karl Hartmann (German, 1861-1927)

Al fresco concert

signed and dated 'K. Hartmann/München/1891' (lower left)

oil on canvas

61 x 95cm (24 x 37 3/8in).

£1,000 - 1,500

€1,200 - 1,800

PROVENANCE:

with Aitken Dott & Son, Edinburgh

Private collection, UK



159

159^{AR}
Georges Capon (French, 1890-1980)
 Reclining nude
 signed 'CAPON' (lower right)
 oil on canvas
 60.5 x 73cm (23 13/16 x 28 3/4in).
 £1,000 - 1,500
 €1,200 - 1,800



160

160^{AR}
Jules René Hervé (French, 1887-1981)
 Tuileries Gardens, Paris
 signed 'Jules R. Herve' (lower left) and also signed (on the reverse)
 oil on canvas
 22.5 x 27.5cm (8 7/8 x 10 13/16in).
 £1,000 - 1,500
 €1,200 - 1,800



161

161^{AR}
István Boldizsár (Hungarian, 1897-1984)
 Landscape at Nagybanya
 signed 'Boldizsar' (lower right)
 oil on canvas
 74.5 x 100cm (29 5/16 x 39 3/8in).
 £1,000 - 1,500
 €1,200 - 1,800



162^{AR}

Jules René Hervé (French, 1887-1981)

The Tuileries Gardens, Paris

signed 'Jules R Herve' (lower right)

oil on canvas

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

£5,000 - 7,000

€5,900 - 8,300

PROVENANCE:

with William & Sons, London



163



164

163^{*}

Eloi-Noel Bouvard (French, 1870-1956)

A gondolier on a Venetian canal
signed 'Bouvard' (lower right)

oil on canvas

51 x 61.5cm (20 1/16 x 24 3/16in).

£3,000 - 5,000

€3,500 - 5,900

164^{AR}

Constantine Kluge (French, 1912-2003)

Rialto Bridge, Venice
signed 'CKluge' (lower right)

oil on canvas

65.5 x 54.5cm (25 13/16 x 21 7/16in).

£1,000 - 1,500

€1,200 - 1,800



165



166

165^{AR}

Leon Zeytline (French, 1885-1962)

Busy street scene

signed 'Leon Zeytline' (lower left)

oil on canvas

65 x 100cm (25 9/16 x 39 3/8in).

£5,000 - 7,000

€5,900 - 8,300

166^{ARW}

Wilma Lucas (French, born 1936)

The flower seller

signed 'Wilma Lucas' (lower left)

oil on canvas

90 x 120cm (35 7/16 x 47 1/4in).

£2,000 - 3,000

€2,400 - 3,500



167



168

167^{AR}

Antonio Giuseppe Santagata (Italian, 1888-1985)
Brunhilde
 signed and inscribed 'a.g.Santagata/GENOVA' (lower left)
 oil on canvas
 90 x 99cm (35 7/16 x 39in).
 £2,000 - 3,000
 €2,400 - 3,500

168^{AR}

Cleto Luzzi (Italian, 1884-1952)
Ceremony, Thailand
 signed 'Cleto Luzzi' (lower left)
 oil on canvas, unframed
 91 x 100cm (35 13/16 x 39 3/8in).
 £1,500 - 2,000
 €1,800 - 2,400

Cleto Luzzi was in Bangkok from 1929 to 1932 as Court Painter and was also Director of the Royal Academy of Fine Arts.



169

169^{AR}
Francisco Rodriguez San Clement (Spanish, 1861-1956)
Danseuse Jupon
signed 'F Rodriguez S. Clement' (lower left)
oil on canvas
85 x 61cm (33 7/16 x 24in).
£2,000 - 3,000
€2,400 - 3,500

PROVENANCE:
with Frost & Reed, London



170

170^W
Leopold Schmutzler (German, 1864-1941)
The flamenco dancer
signed 'L Schmutzler' (lower right)
oil on canvas
180 x 109.5cm (70 7/8 x 43 1/8in).
£3,000 - 5,000
€3,500 - 5,900



171



172

171^{AR}

Paul Kaspar (Austrian, 1891-1953)

View of the Vienna Opera House; View of the Votive Church, Vienna, a pair

both signed and dated 'PaulKaspar28' (lower right)

watercolour

each 14.5 x 21.5cm (5 11/16 x 8 7/16in).(2)

£1,500 - 2,000

€1,800 - 2,400

172^{AR}

Sergius Pauser (Austrian, 1896-1970)

'Grossglockner'

signed, inscribed and dated 'SergiusPauser/grossglockner/35' (lower right)

watercolour

32 x 48cm (12 5/8 x 18 7/8in).

£1,000 - 1,500

€1,200 - 1,800



173

173
Neysa McMein (American, 1890-1949)
An American beauty
signed 'McMein' (centre right)
pastel
64 x 54cm (25 3/16 x 21 1/4in).
£1,000 - 1,500
€1,200 - 1,800



174

174^{AR}
Andrei Belichenko (Russian, born 1974)
Girl in a landscape
oil on canvas
100 x 65cm (39 3/8 x 25 9/16in).
£2,000 - 3,000
€2,400 - 3,500

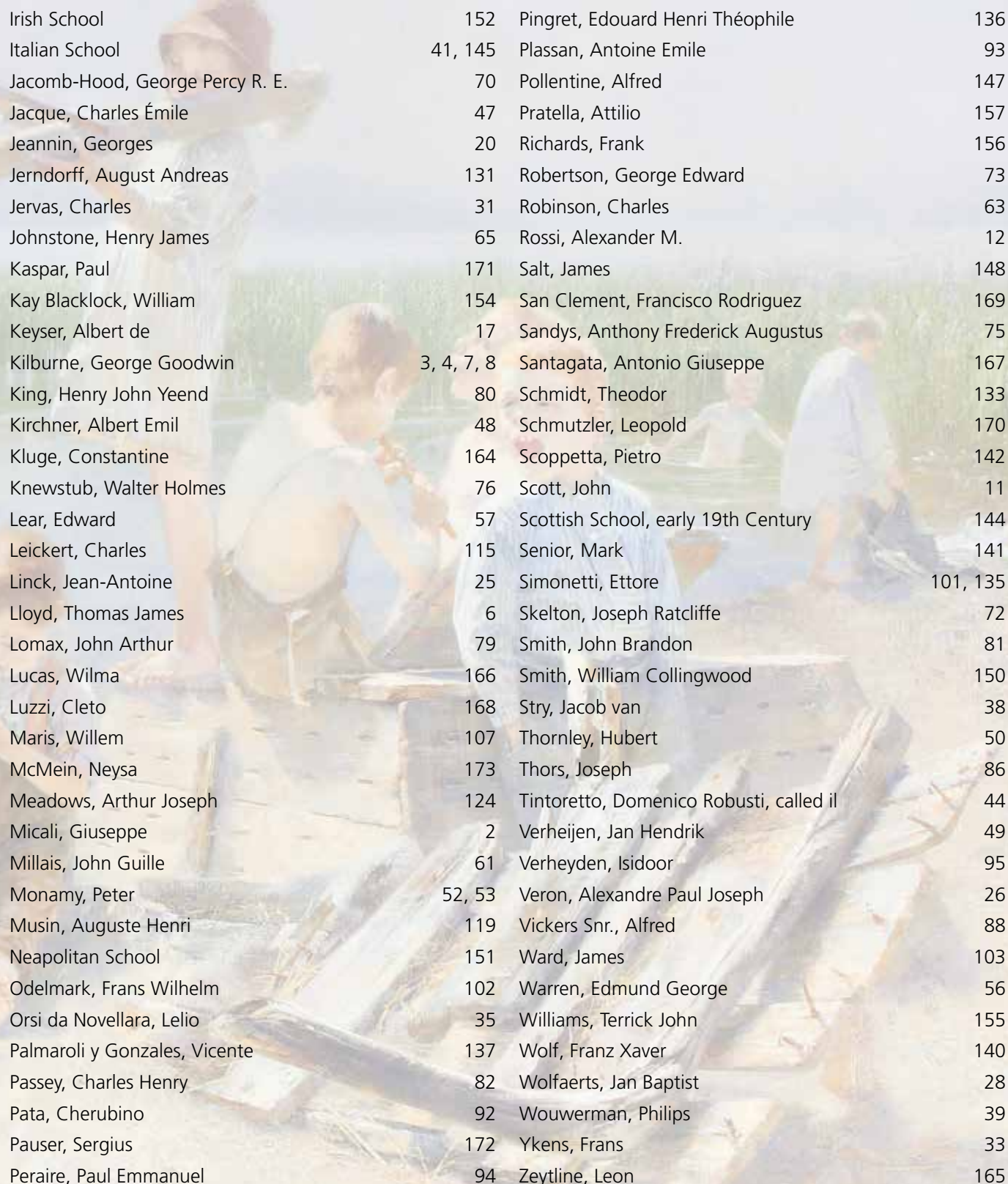
PROVENANCE:
Purchased directly from the artist by Garners Fine Art, Antiques and Interiors, from whom acquired by the present owner in 2010

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The Marine Sale

Wednesday 24 April 2013 at 2pm
Knightsbridge, London

Viewing

Sunday 21 April 11am to 3pm
Monday 22 April 9am to 4.30pm
Tuesday 23 April 9am to 4.30pm
Wednesday 24 April 9am to 12noon

Enquiries

Areti Chavale
+44 (0) 20 7393 3988
aretichavale@bonhams.com

John Steven Dews (British, born 1949)

*'Don't give up the ship – Action between Chesapeake
and Shannon off Boston 1st June 1813'* (detail)

oil on canvas

76.2 x 111.7cm (30 x 44in)

£60,000 - 80,000



Bonhams

1793

European Paintings

Wednesday 8 May
New York & San Francisco

Viewing

19-21 April, San Francisco
4-7 May, New York

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mark.fisher@bonhams.com

Arthur Wardle

Lion cubs (detail shown)

oil on canvas, 30 $\frac{1}{4}$ x 40 $\frac{1}{4}$ in

\$30,000 - 50,000

International Auctioneers and Appraisers - bonhams.com/europaintings

19th Century Paintings, Drawings & Watercolours

Wednesday 10 July 2013
New Bond Street, London
Entries now invited

Closing date for entries:
Friday 31 May 2013

Enquiries:
Charles O'Brien
+44 20 7468 8360
charles.obrien@bonhams.com

Charles Spencelayh, RMS, HRBSA
(British, 1865–1958)
Elevenes (detail)
signed 'C.SPENCELAYH' (lower right)
oil on canvas
50.8 x 61cm (20 x 24in).
£60,000–80,000

Travel & Exploration

Thursday 5 December 2013
Knightsbridge, London

Closing date for entries:
Friday 11 October 2013

Enquiries:
Rhyanon Demery
0207 393 3865
rhyanon.demery@bonhams.com

Adrien Jean Le Mayeur de Merprés
(Belgian, 1880-1958)
Portrait of Ni Pollock wearing a headdress
Sold for £19,300

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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 equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer’s* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

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

Bidding in person

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

Bidding by telephone (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 and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

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

Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and will require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the

identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. 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>	Percentage amount
From €0 to €50,000	4%
From €50,000.01 to €200,000	3%
From €200,000.01 to €350,000	1%
From €350,000.01 to €500,000	0.5%
Exceeding €500,000	0.25%

8. VAT

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

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

- + VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

- G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*
- Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the EU: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*)
- § *Buyers* from outside the EU: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

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

9. PAYMENT

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

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

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: these 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 in the *Catalogue*.

11. SHIPPING

Please refer all enquiries to our shipping department on:
Tel: +44 (0)20 7468 8353/8302 Fax: +44 (0)20 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 Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/about-us/museums-and-libraries/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5228. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

DEFRA, Wildlife Licensing and Registration Service
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
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. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 10 of the *Buyer's Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to VAT on the *Buyer's Premium*.

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the ° of bore and wall-thickness measurements

posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ Ruby and Jadeite

Ruby and jadeite gemstones 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 and it is the *Buyer's* responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of *Sale*. *Bonhams* will not be responsible for any additional costs in this regard howsoever incurred.

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

Signatures

1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams'* opinion the piece is by that maker.

2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams'* opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams'* opinion, but using stones or designs supplied by the client.

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.

- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

Wines lying in Bond are marked Δ and VAT is payable by the purchaser, at the standard rate, on the *Hammer Price*, unless the wines are to remain under Bond. *Buyers* requiring their wine to remain in Bond must notify *Bonhams* at the time of the *Sale*. The *Buyer* is then himself responsible for all duty, clearance VAT and other charges that may be payable thereon. All such *Lots* must be transferred or collected within two weeks of the *Sale*.

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- 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.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- , †, *, G, Ω, α, § see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

Under this contract the *Seller's* liability in respect of the quality of the *Lot*, its fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.
- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by or on behalf of the *Seller* including by *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.

- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams*.
- 7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.
- 7.3 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.
- 7.4 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.5 You will be wholly responsible for any removal, storage or other charges or *Expenses* incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, *Expenses* and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8 FAILURE TO PAY FOR THE LOT		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> .
8.1 If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9 THE SELLER'S LIABILITY	10.3 If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1.1 to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.1 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> .	
8.1.2 to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	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.
8.1.3 to retain possession of the <i>Lot</i> ;	9.3 Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	
8.1.4 to remove and store the <i>Lot</i> at your expense;	9.3.1 the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	
8.1.5 to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	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;	10.5 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.
8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.3.3 in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.6 References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.7 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;	9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.7 The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
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;		10.8 In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.9 to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and		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.
8.1.10 so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.		10.10 Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.2 You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.		10.11 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> .
8.3 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	10 MISCELLANEOUS	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.
	10.1 You may not assign either the benefit or burden of the <i>Contract for Sale</i> .	
	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	

11 GOVERNING 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 in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.

1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale of the Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.

1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.

1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:

1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;

1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;

1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.

1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in

writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

3.1.1 the *Purchase Price* for the *Lot*;

3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, and

3.1.3 if the *Lot* is marked ^[AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with *VAT* on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.

3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.

3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.

3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to *VAT* at the appropriate rate and *VAT* will be payable by you on all such sums.

3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and *VAT* and any interest earned and/or incurred until payment to the *Seller*.

3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.

3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

4 COLLECTION OF THE LOT

4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.

4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.

4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus *VAT* per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.

4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.

4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders*, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the relevant section of the *Catalogue*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.

6	RESPONSIBILITY FOR THE LOT	7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	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.	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.	9.2.3	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 <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3	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	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	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>):	8.1	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:	9.3.2	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;	8.1.1	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	9.4	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> ;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; 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;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	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;	8.2	The discretion referred to in paragraph 8.1:	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;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10	OUR LIABILITY
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	9	FORGERIES	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.9	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;	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	9.2	Paragraph 9 applies only if:		
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> .	9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and		

- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* 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.
- 10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price of the Lot plus Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- You may wish to protect yourself against loss by obtaining insurance.
- 10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

11 MISCELLANEOUS

- 11.1 You may not assign either the benefit or burden of this agreement.
- 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.
- 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 perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

- 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 *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 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.
- 11.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 11.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 11.8 In this agreement "including" means "including, without limitation".
- 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.
- 11.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 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.
- 11.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

12 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

"Additional Premium" a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams' Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the *Buyer* to *Bonhams* on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"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.

(5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

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